

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

**SYNERGY ONE LOCATING SERVICES, LLC  
AND SAFE MARKX, LLC, as Joint Employers**

**and**

**DERVON GASKINS, an Individual**

**and**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 387, AFL-CIO**

**Cases 28-CA-137972  
28-CA-143708  
28-CA-145625  
28-CA-147819**

**MOTIONS TO TRANSFER AND CONTINUE MATTER  
BEFORE THE BOARD AND FOR DEFAULT JUDGMENT**

The General Counsel, by the undersigned Counsel for the General Counsel (CGC), hereby files with the National Labor Relations Board (the Board), pursuant to Sections 102.24(b) and 102.56(c) of the Board's Rules and Regulations, Series 8, as amended, these motions to transfer and continue matter before the Board and for default judgment, and in support of said motions alleges as follows:

1. On July 1, 2015, pursuant to a Formal Settlement Stipulation between the parties, the National Labor Relations Board (the Board) issued its Decision and Order (the Board's Order) in the above captioned cases. The Board's Order requires Synergy One Locating Services, LLC and Safe MarkX, LLC, as Joint Employers (collectively, Respondent Synergy), its officers, agents, successors and assigns to take certain affirmative actions to effectuate the policies of the Act, including that of making Mason Crisenbacker, Sean Cherry, Jacob Cherry, Troy Hager, Hendry Maurice Pettit, Adam Valdez, Kevin Schroeder, Devin Koivisto, Timothy Montanez, Joshua Merino, Bryan McBride, Joe Moure,

Edwin Cyrus Hare IV, Dan Huebner, David Venegas, Cory Jackson, James Redondo, Michael Cummings, Jason Lantrip, Manny Madrid, Pete Martinez, Stan Barker, Greg Digiordi, Garret Forrest, Sal Medina, and Jeff Rose whole for any loss of pay suffered by reason of the discrimination against them, by payment to them of backpay totaling \$46,359.00 plus interest as set forth in Appendix B of the Board's Decision and Order. A copy of the Board's Decision and Order is attached as GCX 1.

2. On August 3, 2015, the United States Court of Appeals for the Ninth Circuit in Case No. 15-72162, entered its judgment enforcing the Board's Order. A copy of the Court's judgment is attached as GCX 2.

3. On November 14, 2016, the Regional Director for Region 28 of the Board issued a Compliance Specification and Notice of Hearing (the Specification) alleging that Respondent Dervon Gaskins (Respondent Gaskins) was liable to fulfill the remedial obligations of the Board's Order as enforced. A copy of the Specification and a copy of the affidavit of service of the Specification are attached as GCX 3 and 4, respectively.

4. In the paragraph of the Specification, "Answer Requirement," Respondents were notified that, pursuant to Section 102.56 of the Board's Rules, they were required to file an Answer(s) to the Specification within 21 days from the date of service, which was December 5, 2016, and that failure to do so would result in all the allegations of the Specification being deemed admitted to be true and so found by the Board. Respondents failed to file an Answer(s) by December 5, 2016.

5. On November 28, 2016, Region 28 received the Specification served on Respondent Gaskins which service was refused. A copy of the envelop reflecting this refusal is attached as GCX 5.

6. On December 1, 2016, Region 28 re-served the Specification on Respondent Gaskins by certified and regular mail. A copy of the Affidavit of Re-Service is attached as GCX 6.

7. By letter dated December 6, 2016, mailed to Respondents by certified and regular mail, CGC extended the due date to December 12, 2016, for Respondents to file and serve their Answer(s), and enclosed another copy of the Specification together with NLRB Form 4668 and Sections 102.55-102.56 of the Board's Rules and Regulations. A copy of this letter is attached as GCX 7. Two return receipts of the certified mail for this letter reflect service on certain of Respondents and are attached as GCX 8.

8. To date, Respondents have failed to file an Answer(s) to the Specification.

9. Section 102.56(c) of the Board's Rules states the effect of a respondent's failure to file an answer:

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

10. Section 102.24(b) of the Board's Rules provides that all motions, including a motion for default judgment (summary judgment), be filed with the Board promptly where no hearing is scheduled:

(b) All motions for summary judgment or dismissal shall be filed with the Board no later than 28 days prior to the scheduled hearing. Where no hearing is scheduled, or where the hearing is scheduled less than 28 days after the date for filing an answer to the complaint or compliance specification, whichever is applicable, the motion shall be filed promptly. Upon receipt of a motion for default judgment, summary judgment, or dismissal, the Board may deny the motion or issue a notice to show cause why the motion should not be granted. If a notice to show cause is issued, the hearing, if scheduled, will normally be postponed indefinitely.

11. Despite having been advised of the filing requirements, Respondents have failed to file an Answer(s) to the Specification. Furthermore, Respondents have not shown any good cause to justify its failure to file an Answer(s). This failure, coupled with the specific allegations of the Specification, provide the basis for seeking default judgment before the Board.

12. Based on the failure of Respondents to file an Answer(s) under Section 102.56(c) of the Board's Rules, CGC respectfully submits that the Board should deem all the allegations of the Specification to be true and issue an appropriate default judgment order. *Pas LLC*, 364 NLRB No. 139 (2016); *Met Hotel Detroit/Troy*, 360 NLRB No. 75 (2014); *Lintrac Services, Inc.*, 359 NLRB No. 153 (2013). The refusal of Respondent Gaskins to accept service of the Specification (GCX 5) does not excuse his failure to file an Answer. *Atlantic Northeast Transport, Inc.*, 364 NLRB No. 155 (2016) fn. 1.

**NOW THEREFORE**, in accordance with Section 102.56 and Section 102.24 of the Board's Rules, CGC respectfully requests that the Board grant these motions and 1) transfer and continue this matter before it; 2) issue a show cause order to Respondents why the Board should not issue a default judgment in the above captioned cases; and 3) issue a default judgment in the above-captioned cases, ruling that the allegations of the Specification be deemed admitted to be true, and issue a Supplemental Decision and Order

containing such finding of facts, conclusions of law, and order in accordance with the allegations of the Specification.

Dated at Las Vegas, Nevada, this 14<sup>th</sup> day of December 2016.

*/s/ Stephen E. Wamser*

Stephen E. Wamser  
Counsel for the General Counsel  
National Labor Relations Board – Region 28  
300 Las Vegas Boulevard South, Suite 2-901  
Las Vegas, NV 89101-5833  
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E-Mail: [stephen.wamser@nlrb.gov](mailto:stephen.wamser@nlrb.gov)

## CERTIFICATE OF SERVICE

I hereby certify that **MOTIONS TO TRANSFER AND CONTINUE MATTER BEFORE THE BOARD AND FOR DEFAULT JUDGMENT** in Synergy One Locating Services, LLC and Safe Markx, LLC, as Joint Employers and Dervon Gaskins, an Individual, Cases 28-CA-137972, 28-CA-143708, 28-CA-145625 and 28-CA-147918, was served via E-Gov, E-Filing, and Regular U.S. Mail, on this 14<sup>th</sup> day of December 2016, on the following:

### **Via E-Gov, E-Filing:**

Gary W. Shinnors, Executive Secretary  
National Labor Relations Board  
Office of the Executive Secretary  
1015 Half Street SE, Room 5011  
Washington, DC 20570-0001

### **Via Regular U.S. Mail:**

Synergy One Locators, LLC  
2217 Matthews Township Parkway, Suite D259  
Matthews, NC 28105-2361

Safe MarkX, LLC  
3122-529 Fincher Farm Road  
Matthews, NC 28105

Mr. Dervon Gaskins  
2538 Hampton Glen Ct.  
Matthews, NC 28105-6717

United States Corporation Agents, Inc.  
300 Delaware Avenue, Suite 210-A  
Wilmington DE 19801

Michael J. Keenan, Attorney at Law  
Ward, Keenan and Barrett, PC  
3838 North Central Avenue, Suite 1720  
Phoenix, AZ 85012-1994

International Brotherhood of Electrical  
Workers, Local 387, AFL-CIO  
3060 West Deer Valley Road  
Phoenix, AZ 85027-2301

International Brotherhood  
of Electrical Workers, AFL-CIO  
P.O. Box 86023  
Tucson, AZ 85705

*/s/ Dawn M. Moore*

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Dawn M. Moore  
Acting Secretary to the Regional Attorney  
National Labor Relations Board  
Region 28 - Las Vegas Resident Office  
Foley Federal Building  
300 Las Vegas Boulevard South, Suite 2-901  
Las Vegas, Nevada 89101  
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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**SYNERGY ONE LOCATING SERVICES, LLC  
and SAFE MARKX, LLC, as Joint Employers**

**and**

**Cases 28-CA-137972  
28-CA-143708  
28-CA-145625  
28-CA-147819**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 387,  
AFL-CIO**

**DECISION AND ORDER**

Statement of the Cases

On May 5, 2015, Synergy One Locating Services, LLC and Safe MarkX, LLC, as Joint Employers (collectively, the Respondent), International Brotherhood of Electrical Workers, Local 387, AFL-CIO (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

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

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

**Findings of Fact**

1. The Respondent's business

At all material times, Synergy One Locating Services, LLC (Respondent Synergy) has been a limited liability company with an office and place of business in Phoenix, Arizona, and has been engaged in providing utility locating services for utility companies.

During the 12-month period ending March 9, 2015, Respondent Synergy, in conducting its business operations described above, provided services valued in excess of \$50,000 in states other than the State of Arizona.

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

At all material times, Safe MarkX, LLC (Respondent Safe MarkX) has been a limited liability company with an office and place of business in Phoenix, Arizona, and has been engaged in providing utility locating services for utility companies.

During the 12-month period ending March 9, 2015, Respondent Safe MarkX, in conducting its business operations described above, provided services valued in excess of \$50,000 in states other than the State of Arizona.

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

At all material times, Respondent Synergy and Respondent Safe MarkX have been parties to a contract which provides that Respondent Synergy will utilize the utility locating services and employees of Respondent Safe MarkX.

At all material times, Respondent Safe MarkX has possessed and exercised control over the labor relations policy of and administered a common labor policy with respect to Respondent Synergy's employees.

At all material times, Respondent Safe MarkX and Respondent Synergy have been joint employers of certain employees referred or considered for employment by Respondent Safe MarkX and employed or considered for employment by Respondent Synergy.

2. The labor organization involved

The International Brotherhood of Electrical Workers, Local 387, AFL-CIO (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

3. The appropriate unit

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

All full-time and regular part-time locators and lead locators employed by the Employer in the State of Arizona, excluding all other employees, guards, and supervisors as defined in the Act.

Since about December 16, 2014, a majority of the employees in the unit designated and selected the Union as their representative for the purposes of collective bargaining with the Respondent. This is embodied in a Certification of Representative that the Regional Director for Region 28 of the Board issued on December 29, 2014.

At all times since about December 29, 2014, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

### **ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Synergy One Locating Services, LLC and Safe MarkX, LLC, as Joint Employers, Phoenix, Arizona, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Promulgating overly broad rules that employees cease talking with other fellow and former employees.

(b) Promulgating an overly broad rule prohibiting its employees from engaging in union activity.

(c) Threatening employees by inviting them to resign in order to discourage their union activities.

(d) Threatening employees with loss of employment and closure of the Respondent's operations because of their support for the Union.

(e) Imposing more onerous and rigorous terms and conditions of employment on its employees by prohibiting them from assisting other employees with work assignments or denying employees assistance from other employees with work assignments.

(f) Issuing discriminatory directives to employees not to assist employees with work assignments.

(g) Threatening employees with wage reduction because of their support for the Union.

(h) Threatening employees with unspecified reprisals because of their support for the Union.

- (i) Disparaging employees for participating in the Board's process.
- (j) Threatening employees with termination if they engaged in union activity.
- (k) Threatening employees with stricter enforcement of work rules since they selected the Union as their bargaining representative.
- (l) Threatening employees with discharge if they failed to adhere to the stricter enforcement of work rules in place since they selected the Union as their bargaining representative.
- (m) Threatening employees with physical violence if they continued supporting the Union.
- (n) Threatening employees by informing them that employees were terminated because of their participation in the Board's process and because of their support for the Union.
- (o) Threatening employees with termination because they engaged in union and protected activities.
- (p) Interrogating employees about their concerted activities or activities on behalf of the Union.
- (q) Soliciting employee complaints and grievances to discourage their support for the Union.
- (r) Soliciting employees to remove the Union as their collective-bargaining representative.
- (s) Dealing directly with employees concerning terms and conditions of employment.
- (t) Failing and refusing to recognize and bargain in good faith with the Union as the exclusive collective-bargaining representative of employees in the unit.
- (u) Discharging employees because they engaged in concerted activities involving their terms and conditions of employment or in activities in support of the Union, and in order to discourage membership in the Union or in any other labor organization, or for participating in the Board's process.
- (v) Refusing to reinstate employees because of their support for the Union.
- (w) Unilaterally changing the terms and conditions of employment of its unit employees, by strictly enforcing its rules, reducing its flexibility with the rules, and

reducing the range of hours available to work, without first notifying the Union and reaching agreement with the Union or reaching an overall good faith impasse with the Union.

(x) Imposing discipline, including discharge, upon bargaining unit employees without first notifying the Union and providing it with the opportunity to bargain over the discipline to be imposed.

(y) Refusing to provide the Union with information that is relevant and necessary to its role as employees' exclusive collective-bargaining representative.

(z) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

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

(a) Upon request, bargain collectively with the Union as the exclusive representative of the following employees with respect to rates of pay, wages, hours of employment and other conditions of employment, and, if an understanding is reached, reduce it to writing and sign it; on resumption of bargaining, the Union's status as the exclusive collective-bargaining representative of the unit shall be extended for 12 months thereafter, as if the initial year of the certification had not expired in whole or in part:

All full-time and regular part-time locators and lead locators employed by the Employer in the State of Arizona, excluding all other employees, guards, and supervisors as defined in the Act.

(b) Within 14 days from the date of the Board's Order, if it has not already done so, offer, in writing, Mason Crisenbacker, Sean Cherry, Jacob Cherry, Troy Hager, Henry Maurice Pettit, Adam Valdez, Kevin Schroeder, Devin Koivisto, Timothy Montanez, Joshua Merino, Bryan McBride, Joe Moure, Edwin Cyrus Hare IV, Dan Huebner, David Venegas, Cory Jackson, James Redondo, Michael Cummings, Jason Lantrip, Manny Madrid, Pete Martinez, Stan Barker, Greg Digiordi, Garret Forrest, Sal Medina, and Jeff Rose full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights or privileges previously enjoyed.

(c) Within 14 days from the date of the Board's Order, remove from the Respondent's files any reference to the discharge of Crisenbacker, S. Cherry, J. Cherry, Hager, Pettit, Valdez, Schroeder, Koivisto, Montanez, Merino, McBride, Moure, Hare,

Huebner, Venegas, Jackson, Redondo, Cummings, Lantrip, Madrid, Martinez, Barker, Digiordi, Forrest, Medina, and Rose, and within 3 days thereafter, notify those employees, in writing, that this was done and that the discharges and discipline will not be used against them in any way.

(d) Make whole the following employees for loss of pay suffered by reason of the discrimination against them, by payment to them of the amounts set forth opposite their respective names and at the times set forth in the schedule as reflected in Appendix B. If any installment is not paid on or before the date due, the full unpaid amount shall become immediately due and payable and the Board may, without further notice, institute proceedings against the Respondent for the collection of the full indebtedness remaining due, with additional interest due on the entire unpaid balance from the date of default until full payment is received, computed in accordance with the formula set forth in *New Horizons, Inc.*, 283 NLRB 1173 (1987).

(e) Make whole the above-named employees for any additional loss of pay caused by the Respondent's failure, if any, to reinstate them in accordance with the provisions of this Order, within 14 days from the date of this Order, by payment to them of the respective amounts that they would have earned if properly reinstated, from the 15th day after the date of the Board's Order to the date of a proper offer of reinstatement, less their net earnings during such period, said amounts to be computed on a quarterly basis.

(f) Before implementing any changes in wages, hours, or other terms and conditions of employment, notify and, upon request, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of unit employees.

(g) Provide the Union with the information requested in paragraphs 1 through 16 of its December 17, 2014 request.

(h) Within 14 days of service by the Region, post at its facilities in the Phoenix metropolitan area, copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 2, 2014.

(i) In addition to physical posting of paper Notices, the Respondent shall distribute Notices electronically, by email, posting on an intranet or an internet site, or other electronic means, if the Respondent customarily communicates with its

employees by such means. The electronic posting shall remain posted for 60 consecutive days from the date it was originally posted. The Respondent will email the Region's Compliance Officer at [cheryl.leavengood@nlrb.gov](mailto:cheryl.leavengood@nlrb.gov) with a link to the electronic posting location on the same day as the posting. In the event that passwords or other log-on information is required to access the electronic posting, the Respondent agrees to provide such access information to the Region's Compliance Officer. If the Notice is distributed via e-mail, the Respondent will forward a copy of the email distributed to the Regional Compliance Officer.

(j) The Notice(s) will be read aloud by a responsible agent of the Respondent, by or in the presence of Devron Haskins (Haskins), Brian Jennings (Jennings), or Mike Sturgill (Sturgill), and in the presence of an agent of the Board, or at the Respondent's option by an agent of the Board in the presence of Haskins, Jennings, or Sturgill, to all employees employed by the Respondent at its Arizona job sites, including at multiple meetings and in other languages, if necessary as determined by the Regional Director, to ensure that it is read aloud to all employees, within 14 days from the commencement of the standard posting period.

(k) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.

(l) Within 21 days after service by the Region, file with the Regional Director for Region 28 a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., July 1, 2015

\_\_\_\_\_  
Kent Y. Hirozawa, Member

\_\_\_\_\_  
Harry I. Johnson, III, Member

\_\_\_\_\_  
Lauren McFerran, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

## APPENDIX A

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

#### PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

##### **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** fail and refuse to bargain in good faith with the International Brotherhood of Electrical Workers Union, AFL-CIO (the Union) as the exclusive collective-bargaining representative of employees in the following appropriate bargaining unit (the unit):

All full-time and regular part-time locators and lead locators employed by the Employer in the State of Arizona; excluding all other employees, guards, and supervisors as defined in the Act.

**WE WILL NOT** implement changes that affect your wages, hours, and other terms and conditions of employment without first providing notice and an opportunity to bargain to the Union, including by unilaterally implementing our policies concerning daily schedule flexibility, our 30-ticket rule, overtime, assignment to project crews, insurance, assignment of work areas, provision of locating equipment batteries, and work productivity (sent via text message on December 16, 2014).

**WE WILL NOT** bypass the Union or deal directly with you by telling employees that if any work ticket is two days late, employees will be immediately discharged.

**WE WILL NOT** bypass the Union or deal directly with you by promising to remedy grievances.

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

**WE WILL NOT** fail to give the Union notice and an opportunity to bargain before we discharge you.

**WE WILL NOT** promulgate overly broad rules that prohibit you from talking with other fellow and former employees.

**WE WILL NOT** promulgate an overly broad rule prohibiting you from engaging in union activity.

**WE WILL NOT** threaten employees with wage reduction because of their support for the Union.

**WE WILL NOT** threaten employees with unspecified reprisals because of their support for the Union.

**WE WILL NOT** threaten employees with physical violence if they continued supporting the Union.

**WE WILL NOT** threaten employees with termination because they engaged in union and protected activities.

**WE WILL NOT** solicit employee complaints and grievances to discourage their support for the Union.

**WE WILL NOT** solicit employees to remove the Union as their collective-bargaining representative.

**WE WILL NOT** disparage you because you engaged in union activity or participated in the National Labor Relations Board's processes.

**WE WILL NOT** tell you that the business will close if you try to form a union.

**WE WILL NOT** tell you that you will lose your job or that your wages will be cut if you try to form a union.

**WE WILL NOT** more strictly enforce work rules because you have engaged in union and protected concerted activities, or threaten you with discharge for failing to follow strictly enforced work rules.

**WE WILL NOT** threaten you by telling you that it is futile for you to support the Union.

**WE WILL NOT** threaten you with reprisals if you file charges with the National Labor Relations Board.

**WE WILL NOT** threaten you with unspecified reprisals by informing you that we intend to issue a rule to employees prohibiting them from engaging in union or protected concerted activities.

**WE WILL NOT** invite you to quit because you engage in union or protected concerted activities.

**WE WILL NOT** tell you that you cannot talk to others about the terms and conditions of your employment.

**WE WILL NOT** ask you about your concerted activities with other employees.

**WE WILL NOT** ask you about your union activities.

**WE WILL NOT** threaten you with discharge by asking you to resign because you engaged in concerted activities.

**WE WILL NOT** impose onerous and rigorous terms and conditions of employment on you by prohibiting you from assisting, or denying assistance to other employees with their work assignments because you engage in union and concerted activities.

**WE WILL NOT** issue discriminatory directives to you by prohibiting you from assisting, or denying assistance to other employees with their work assignments because you engage in union and concerted activities.

**WE WILL NOT** discharge you, refuse to hire you, or refuse to consider you for hire, because you engage in union activities, concerted activities or seek to file charges under the National Labor Relations Act.

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

**WE WILL**, upon request, bargain with the Union as the exclusive representative of the bargaining unit employees with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment and, if an understanding is reached, reduce it to writing and sign it. On resumption of bargaining, the Union's status as the exclusive collective-bargaining representative of the unit shall be extended for 12 months thereafter, as if the initial year of the certification had not expired in whole or in part.

**WE WILL** make Mason Crisenbacker, Sean Cherry, Jacob Cherry, Troy Hager, Henry Maurice Pettit, Adam Valdez, Kevin Schroeder, Devin Koivisto, Timothy Montanez, Joshua Merino, Bryan McBride, Joe Moure, Edwin Cyrus Hare IV, Dan Huebner, David Venegas, Cory Jackson, James Redondo, Michael Cummings, Jason Lantrip, Manny Madrid, Pete Martinez, Stan Barker, Greg Digiordi, Garret Forrest, Sal Medina, and Jeff Rose whole for any loss of earnings and other benefits suffered as a result of our discharge of them, with interest.

**WE WILL** remove from our files all references to the discharges of Mason Crisenbacker, Sean Cherry, Jacob Cherry, Troy Hager, Henry Maurice Pettit, Adam Valdez, Kevin Schroeder, Devin Koivisto, Timothy Montanez, Joshua Merino, Bryan McBride, Joe Moure, Edwin Cyrus Hare IV, Dan Huebner, David Venegas, Cory Jackson, James Redondo, Michael Cummings, Jason Lantrip, Manny Madrid, Pete Martinez, Stan Barker, Greg Digiordi, Garret Forrest, Sal Medina, and Jeff Rose, and **WE WILL** notify them in writing that this has been done and that the discharges will not be used against them in any way.

**WE WILL** offer, in writing, if we have not already done so, Mason Crisenbacker, Sean Cherry, Jacob Cherry, Troy Hager, Henry Maurice Pettit, Adam Valdez, Kevin Schroeder, Devin Koivisto, Timothy Montanez, Joshua Merino, Bryan McBride, Joe Moure, Edwin Cyrus Hare IV, Dan Huebner, David Venegas, Cory Jackson, James Redondo, Michael Cummings, Jason Lantrip, Manny Madrid, Pete Martinez, Stan Barker, Greg Digiordi, Garret Forrest, Sal Medina, and Jeff Rose full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

**WE WILL** provide the Union with the information it requested in paragraphs 1 through 16 of its December 17, 2014 request.

**SYNERGY ONE LOCATING SERVICES, LLC  
and SAFE MARKX, LLC, as Joint Employers**

The Board's decision can be found at [www.nlr.gov/case/28-CA-137972](http://www.nlr.gov/case/28-CA-137972) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



## APPENDIX B

Claimant	Due 14 Days From Board Approval		Due 30 Days from First Installment		Due 60 Days from First Installment		Due 90 Days from First Installment		Due 120 Days from First Installment		Due 150 Days from First Installment	
	Backpay	Int, Tax, Exp	Backpay	Int, Tax, Exp	Backpay	Int, Tax, Exp	Backpay	Int, Tax, Exp	Backpay	Int, Tax, Exp	Backpay	Int, Tax, Exp
Mason Crisenbacker	491	40	1,304	.	1,304	.	1,304	.	1,304	.	1,304	.
Jeff Rose	162	2	432	.	432	.	432	.	432	.	432	.
Adam Valdez	360	7	.	.	.	.	.	.	.	.	.	.
Stanley Jeff Barker	251	42	668	.	668	.	668	.	668	.	668	.
Jason Lenrip	.	.	.	.	.	.	.	.	.	.	.	.
Mike Cummings	136	3	.	.	.	.	.	.	.	.	.	.
James Redondo	384	8	.	.	.	.	.	.	.	.	.	.
Dave Venagus	192	4	.	.	.	.	.	.	.	.	.	.
Dan Huebner	240	5	.	.	.	.	.	.	.	.	.	.
Joe Moure	272	5	.	.	.	.	.	.	.	.	.	.
Timothy Montanez	176	3	.	.	.	.	.	.	.	.	.	.
Devin Kolvisto	244	5	.	.	.	.	.	.	.	.	.	.
Kevin Schroeder	232	5	.	.	.	.	.	.	.	.	.	.
Henry Maurica Peltit	872	19	.	.	.	.	.	.	.	.	.	.
Troy Hager	464	9	.	.	.	.	.	.	.	.	.	.
Sal Medina	544	11	.	.	.	.	.	.	.	.	.	.
Manny Madrid	480	9	.	.	.	.	.	.	.	.	.	.
Pete Martinez	464	9	.	.	.	.	.	.	.	.	.	.
Jacob Cherry	175	17	464	.	464	.	464	.	464	.	464	.
Josh Marino	464	9	.	.	.	.	.	.	.	.	.	.
Sean Cherry	768	851	2,095	.	2,095	.	2,095	.	2,095	.	2,095	.
Bryan McBride	497	468	1,322	468	1,322	468	1,322	468	1,322	468	1,322	468
Greg DeJordy	496	10	.	.	.	.	.	.	.	.	.	.
Edwin Here IV	812	16	.	.	.	.	.	.	.	.	.	.
Cory Jackson	1,008	19	.	.	.	.	.	.	.	.	.	.
Garrett Forrest	698	14	.	.	.	.	.	.	.	.	.	.
<b>Total:</b>	<b>11,001</b>	<b>1,680</b>	<b>6,285</b>	<b>468</b>	<b>6,285</b>	<b>468</b>	<b>6,285</b>	<b>468</b>	<b>6,285</b>	<b>468</b>	<b>6,285</b>	<b>468</b>
<b>Subtotals:</b>	<b>12,691</b>		<b>6,753</b>		<b>6,753</b>		<b>6,753</b>		<b>6,753</b>		<b>6,753</b>	
<b>Total:</b>	<b>46,358</b>											

**FILED**

UNITED STATES COURT OF APPEALS

AUG 03 2015

FOR THE NINTH CIRCUIT

MOLLY C. DWYER, CLERK  
U.S. COURT OF APPEALS

NATIONAL LABOR RELATIONS  
BOARD,

Petitioner,

v.

SYNERGY ONE LOCATING  
SERVICES, LLC and SAFE MARK X,  
LLC,

Respondents.

No. 15-72162

NLRB No. 28-CA-137972

ORDER

No objections to the proposed judgment were tendered; the proposed judgment is therefore entered as the judgment of this Court

For the Court:

MOLLY C. DWYER  
Clerk of Court

Grace Santos  
Deputy Clerk  
Ninth Circuit Rule 27-7/Advisory Note to Rule 27  
and Ninth Circuit 27-10

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

**SYNERGY ONE LOCATING SERVICES, LLC  
AND SAFE MARKX, LLC, as Joint Employers**

**and**

**DERVON GASKINS, an Individual**

**and**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 387, AFL-CIO**

**Cases 28-CA-137972  
28-CA-143708  
28-CA-145625  
28-CA-147819**

**COMPLIANCE SPECIFICATION AND NOTICE OF HEARING**

On July 1, 2015, pursuant to a Formal Settlement Stipulation between the parties, the National Labor Relations Board (the Board) issued its Decision and Order (the Board's Order) in the captioned cases. The Board's Order requires Synergy One Locating Services, LLC and Safe MarkX, LLC, as Joint Employers (collectively, Respondent Synergy), its officers, agents, successors and assigns to take certain affirmative actions to effectuate the policies of the Act, including that of making Mason Crisenbacker, Sean Cherry, Jacob Cherry, Troy Hager, Hendry Maurice Pettit, Adam Valdez, Kevin Schroeder, Devin Koivisto, Timothy Montanez, Joshua Merino, Bryan McBride, Joe Moure, Edwin Cyrus Hare IV, Dan Huebner, David Venegas, Cory Jackson, James Redondo, Michael Cummings, Jason Lantrip, Manny Madrid, Pete Martinez, Stan Barker, Greg Digiordi, Garret Forrest, Sal Medina, and Jeff Rose whole for any loss of pay suffered by reason of the discrimination against them, by payment to them of the amounts set forth opposite their respective names

and at the times set forth in the schedule as reflected in Appendix B, plus interest until paid in full.

On August 3, 2015, the United States Court of Appeals for the Ninth Circuit in Case No. 15-72162, entered its judgment enforcing the Board's Order.

As controversies presently exist as to the liability of Respondent Devron Gaskins (Respondent Gaskins) to fulfill the remedial obligations of the Board's Order as enforced, the Regional Director for Region 28, pursuant to the authority duly conferred upon him by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

1. At all material times, and continuing until an unspecified time in 2015, Respondent Synergy, a limited liability company with an office and place of business in Phoenix, Arizona, was engaged in providing utility locating services for utility companies.

2. At all material times, Respondent Gaskins has been the owner and a managing member of Respondent Synergy, and has been a supervisor of Respondent Synergy within the meaning of Section 2(11) of the National Labor Relations Act (Act), an agent of Respondent Synergy within the meaning of Section 2(13) of the Act, and an insider of Respondent Synergy within the meaning of 28 U.S.C. § 3301(5).

3. At all material times, Respondent Gaskins controlled the day-to-day management, labor relations policies, business operations and financial resources of Respondent Synergy.

4. On at least the following dates, Respondent Gaskins used Respondent Synergy's funds for personal purchases without reimbursing Respondent Synergy:

- (a) On or about August 7, 2015, September 4, 2015, February 5, 2016, April 4, 2016, June 8, 2016, July 5, 2016, August 8, 2016, and September 5, 2016, Respondent Gaskins paid \$1950 each, for a total of \$15,600, in personal rent.
- (b) On or about October 26, 2015, Respondent Gaskins purchased \$18,987 in Charlotte Hornets tickets in his own name.
- (c) On or about April 21, 2016, Respondent Gaskins purchased \$9,300 in Charlotte Hornets tickets in his own name.
- (d) On or about September 28, 2016, Respondent Gaskins purchased \$25,000 in Charlotte Hornets tickets in his own name.

5. By the transactions described above in paragraph 4 and other transactions, Respondent Synergy transferred property to Respondent Gaskins without receiving a reasonably equivalent value in exchange for the transfer, at times when Respondent Synergy was insolvent or became insolvent as a result of the transfer.

6. By the transactions described above in paragraph 4 and other transactions, Respondent Synergy transferred property to Respondent Gaskins, at times when Respondent Synergy was insolvent and Respondent Gaskins had reasonable cause to believe that Respondent Synergy was insolvent.

7. At all material times, Respondent Gaskins failed to observe the corporate formalities of Respondent Synergy.

8. At all material times, Respondent Gaskins commingled his assets with those of Respondent Synergy and used corporate assets of Respondent Synergy for his personal use.

9. At all material times, Respondent Gaskins has diverted assets of Respondent Synergy in an effort to render Respondent Synergy insolvent and make it incapable of fulfilling its obligations of the Board's Order as enforced.

10. By the conduct described above in paragraphs 2 through 9, Respondent Gaskins, individually, acted to divert the assets of Respondent Synergy, and is therefore an individual Respondent and is thereby personally liable, jointly and severally, with Respondent Synergy for remedying the unfair labor practices of Respondent Synergy, including the payment of backpay and interest and other relief required by the Board's Order as enforced.

#### **SUMMARY**

Summarizing the facts and calculations referred to above, the obligation of Respondent Synergy and Respondent Gaskins, under the Board Order and Court Judgment, to make whole the employees named above will be discharged by payment to them in the total amount of \$46,359.00 plus interest.

## ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the compliance specification. The answer must be **received by this office on or before December 5, 2016, or postmarked on or before December 3, 2016.** Unless filed electronically in a pdf format, Respondent should file the original copy of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov** tab, select **E-Filing**, and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to this compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to

the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

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

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT** on a date to be designated, at 9:00 a.m. (local time), at the Hearing Room, National Labor Relations Board, 2600 North Central Avenue, Suite 1400, Phoenix, Arizona, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 14<sup>th</sup> day of November 2016.

*/s/ Cornele A. Overstreet*

\_\_\_\_\_  
Cornele A. Overstreet, Regional Director

**UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE**

Cases 28-CA-137972, et al.

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

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

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

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

Synergy One Locators, LLC  
2217 Matthews Township Parkway, Suite D259  
Matthews, NC 28105-2361  
7015 1520 0001 5189 2988

Safe MarkX, LLC  
3122-529 Fincher Farm Road  
Matthews, NC 28105  
7015 1520 0001 5189 2995

Mr. Dervon Gaskins  
2538 Hampton Glen Ct.  
Matthews, NC 28105-6717  
7015 1520 0001 5189 3039

United States Corporation Agents, Inc.  
300 Delaware Avenue, Suite 210-A  
Wilmington DE 19801  
7015 1520 0001 5189 3022

Michael J. Keenan, Attorney at Law  
Ward, Keenan and Barrett, P.C.  
3838 North Central Avenue, Suite 1720  
Phoenix, AZ 85012-1994

International Brotherhood of Electrical  
Workers, Local 387, AFL-CIO  
3060 West Deer Valley Road  
Phoenix, AZ 85027-2301

International Brotherhood  
of Electrical Workers, AFL-CIO  
P.O. Box 86023  
Tucson, AZ 85705

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

**SYNERGY ONE LOCATING SERVICES, LLC  
AND SAFE MARKX, LLC, as Joint Employers**

**and**

**DERVON GASKINS, an Individual**

**and**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
LOCAL 387, AFL-CIO**

**Cases 28-CA-137972  
28-CA-143708  
28-CA-145625  
28-CA-147819**

**AFFIDAVIT OF SERVICE FOR COMPLIANCE SPECIFICATION AND NOTICE OF HEARING** dated November 14, 2016.

I, the undersigned employee of the National Labor Relations Board, state under oath that on November 14, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Synergy One Locators, LLC  
2217 Matthews Township Parkway, Suite D259  
Matthews, NC 28105-2361  
7015 1520 0001 5189 2988

Safe MarkX, LLC  
3122-529 Fincher Farm Road  
Matthews, NC 28105  
7015 1520 0001 5189 2995

Mr. Dervon Gaskins  
2538 Hampton Glen Ct.  
Matthews, NC 28105-6717  
7015 1520 0001 5189 3039

United States Corporation Agents, Inc.  
300 Delaware Avenue, Suite 210-A  
Wilmington DE 19801  
7015 1520 0001 5189 3022

Michael J. Keenan, Attorney at Law  
Ward, Keenan and Barrett, P.C.  
3838 North Central Avenue, Suite 1720  
Phoenix, AZ 85012-1994

International Brotherhood of Electrical  
Workers, Local 387, AFL-CIO  
3060 West Deer Valley Road  
Phoenix, AZ 85027-2301

International Brotherhood  
of Electrical Workers, AFL-CIO  
P.O. Box 86023  
Tucson, AZ 85705

November 14, 2016

Kathleen Rourke-Osborne, Designated Agent of  
NLRB

Date

Name

/s/ Kathleen Rourke-Osborne

Signature

PLACE STICKER AT TOP OF ENVELOPE, TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL**

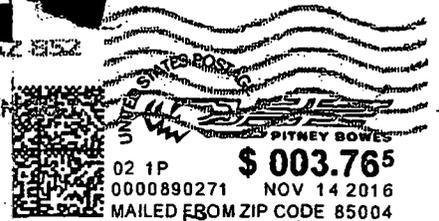
UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
REGION 28

2600 NORTH CENTRAL AVENUE - SUITE 1400  
PHOENIX, AZ 85004-3099  
An Equal Opportunity Employer

OFFICIAL BUSINESS



7015 1520 0001 5189 3039



02 1P  
0000890271 NOV 14 2016  
MAILED FROM ZIP CODE 85004  
PITNEY BOWES

\$ 003.765

**REFUSED**

*Compliance Spec*

10

MR. DERVON GASKINS  
2538 HAMPTON GLEN CT.  
MATTHEWS, NC 28105-6717

NOV 23 AM 9:00

NIXIE 282 SE 1 0011/19/16

RETURN TO SENDER  
REFUSED  
UNABLE TO FORWARD

9327000018585950 28105-6717 85004>3050 .B.C: 85004305099 \*2414-00634-14-41

GCX 5

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

**SYNERGY ONE LOCATING SERVICES, LLC  
AND SAFE MARKX, LLC, as Joint Employers**

**and**

**DERVON GASKINS, an Individual**

**and**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
LOCAL 387, AFL-CIO**

**Cases 28-CA-137972  
28-CA-143708  
28-CA-145625  
28-CA-147819**

**AFFIDAVIT OF SERVICE FOR: Re-Service of COMPLIANCE SPECIFICATION AND  
NOTICE OF HEARING dated November 14, 2016.**

I, the undersigned employee of the National Labor Relations Board, state under oath that on **December 1, 2016**, I served the above-entitled document(s) by certified mail, return receipt requested, and post-paid regular mail upon the following person, addressed to them at the following address:

Mr. Dervon Gaskins  
2538 Hampton Glen Ct.  
Matthews, NC 28105-6717  
*Certified – 7015 3010 0002 2453 4816*

**December 1, 2016**

Date

Dawn M. Moore,  
Designated Agent of NLRB

Name

*/s/ Dawn M. Moore*

Signature



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 28  
2600 N CENTRAL AVE  
STE 1400  
PHOENIX, AZ 85004-3099

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (602)640-2160  
Fax: (602)640-2178

December 6, 2016

**VIA U.S. CERTIFIED AND REGULAR MAIL:**

Synergy One Locating, LLC  
2217 Matthews Township Parkway, Suite D259  
Matthews, NC 28105-2361

Safe MarkX, LLC  
3122-529 Fincher Farm Road  
Matthews, NC 28105

Dervon Gaskins  
2538 Hampton Glen Ct.  
Matthews, NC 28105-6717

United States Corporation Agents, Inc.  
300 Delaware Avenue, Suite 210-A  
Wilmington, DE 19801

Re: Synergy One Locating Services, LLC and  
Safe MarkX, LLC, as Joint Employers  
Cases 28-CA-137972, 28-CA-143708,  
28-CA-145625 and 28-CA-147819

Dear Mr. Gaskins:

This is to advise you that you and your companies (Respondents) have failed to file an Answer(s) to the Compliance Specification and Notice of Hearing (the Compliance Specification) in the above-referenced cases. The Compliance Specification issued on November 14, 2016. Your copy of the Compliance Specification was returned to the Region on November 28, 2016, as refused. The copy of the Compliance Specification to Synergy One Locating Services, LLC was returned to the Region on the same date as undeliverable. The Region re-served the Compliance Specification on you by both certified and regular U.S. Mail on December 1, 2016. Pursuant to the Rules and Regulations of the National Labor Relations Board (the Board), an Answer(s) to the Compliance Specification was due to be filed with the Region by Monday, December 5, 2016. To date, no Answer(s) has been received.

GCX 7

Synergy One Locating Services, LLC and 2  
Safe MarkX, LLC, as Joint Employers  
Cases 28-CA-137972, 28-CA-143708,  
28-CA-145625 and 28-CA-147819

December 6, 2016

Please be advised that if Respondents fail to file and serve an Answer to the Compliance Specification by Monday, December 12, 2016, the Region will file directly with the Board a Motion for Default Judgment, seeking to have the Board find that the allegations in the Compliance Specification are admitted as true, based on Respondents' failure to file an Answer.

Enclosed are NLRB Form 4668 and Sections 12.55-102.56 of the Board's Rules and Regulations to assist you in preparing your Answer, as well as another copy of the Compliance Specification.

Very truly yours,

*/s/ Stephen E. Wamser*

Stephen E. Wamser  
Counsel for the General Counsel

Enclosures

SEW/dmm

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SAFE MARKX, LLC  
3122-529 FINCHER FARM ROAD  
MATTHEWS, NC 28105

28-CA-137972,etal/Synergy One/Ans Failure



2. Article Number (Transfer from service label)

7015 3010 0002 2453 4908

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee  
 X *Miranda McGaha*

B. Received by (Printed Name) C. Date of Delivery  
 Miranda McGaha 12-9-16

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

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Mail Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

GCX 8

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

UNITED STATES CORPORATION AGENTS, INC.  
300 DELAWARE AVENUE, SUITE 210-A  
WILMINGTON, DE 19801

28-CA-137972,etal/Synergy One/Ans Failure



2. Article Number (Transfer from service label)

7015 3010 0002 2453 4922

PS Form 3811, July 2015 PSN 7530-02-000-9053

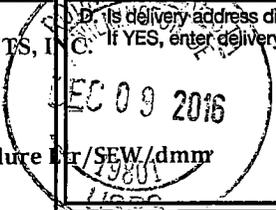
**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee  
 X *K. Sparks*

B. Received by (Printed Name) C. Date of Delivery  
 K. Sparks

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

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Mail Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery



7015 3010 0002 2453 4922

7015 3010 0002 2453 4908

PS Form 3800, April 2015 PSN 7530-02-000-9047  
 See Reverse for Instructions

City, State, ZIP+4®  
 Street and Apt. No., or PO Box No.  
 Sent To  
 Total Postage and Fees  
 Postmark Here

U.S. Postal Service  
 CERTIFIED MAIL® RECEIPT  
 Domestic Mail Only  
 For delivery information, visit our website at www.usps.com®  
 OFFICIAL USE

PS Form 3800, April 2015 PSN 7530-02-000-9047  
 See Reverse for Instructions

City, State, ZIP+4®  
 Street and Apt. No., or PO Box No.  
 Sent To  
 Total Postage and Fees  
 Postmark Here

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