



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
615 Chestnut St Ste 710
Philadelphia, PA 19106-4413

Agency Website:
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Telephone: (215)597-7601
Fax: (215)597-7658

Agent's Direct Dial: (215) 597-0599

June 29, 2017

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

By E-filing

Re: Graebel/Eastern Acquisition Movers LLC
Case 04-CA-193120

Dear Mr. Shinnors:

Enclosed, please find a copy of Counsel for the General Counsel's Motion to Transfer Proceedings to the Board and Motion for Default Judgment, with accompanying exhibits. Copies of the Motion are being served on the parties.

Very truly yours,

REBECCA A. LEAF
Counsel for the General Counsel
National Labor Relations Board, Region 4
615 Chestnut Street, Suite 710
Philadelphia, PA 19106
phone (215) 597-0599
fax (215) 597-7658
Rebecca.Leaf@nlrb.gov

Enc.

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

**GRAEBEL/EASTERN ACQUISITION MOVERS,
LLC**

and

Case 04-CA-193120

TEAMSTERS UNION LOCAL NO. 115

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

Pursuant to Sections 102.20, 102.24, 102.50, and 102.56 of the Board's Rules and Regulations, Series 8, as amended, Counsel for the General Counsel hereby moves that this case be transferred to the National Labor Relations Board (Board) and that the Board grant default judgment against Graebel/Eastern Acquisition Movers, LLC (Respondent).

In support of this Motion, the General Counsel respectfully submits the following:

1. On May 31, 2017, the Regional Director for Region 4 of the National Labor Relations Board issued a Complaint, Compliance Specification, and Notice of Hearing (Complaint and Compliance Specification), in the above-captioned matter. A copy of the Complaint and Compliance Specification and affidavits of service are attached hereto as Exhibits A and B, respectively.

2. The Complaint and Compliance Specification states, in pertinent part, that Respondent shall file an Answer by June 14, 2017, and absent such action, all the allegations in the Complaint and Compliance Specification may be deemed to be true and may be so found by the Board.

3. Respondent did not file an Answer to the Complaint and Compliance Specification by June 14, 2017.

4. By letter dated June 15, 2017, Region 4 advised Respondent that Respondent had not filed an Answer to the Complaint and Compliance Specification, and that absent the filing of an Answer by June 21, 2017, a Motion for Default Judgment could be filed. A copy of the June 15, 2017 letter to Respondent and proof of service are attached as Exhibits C and D, respectively.

5. However, by letter dated June 21, 2017, Region 4 further advised Respondent that since Compliance Specifications provide 21 days to file an Answer, Respondent now had until June 28, 2017 to file an Answer to the Complaint and Compliance Specification, and that absent the filing of an Answer by June 28, 2017, a Motion for Default Judgment would be filed.¹ A copy of the June 21, 2017 letter to Respondent and proof of service are attached as Exhibits E and F, respectively.

6. On June 26, 2017, Attorney Emily Wall sent Counsel for the General Counsel an email with a letter attachment, entitled, “Courtesy Notice from Asset Receiver for Graebel Vanlines Holdings, LLC *et al.*” In this letter, Ms. Wall informed Counsel for the General Counsel that Respondent had entered into an Agreed Order Appointing Receiver with its secured lender, for the appointment of an asset receiver and the turnover of all pledged assets for the liquidation and sale of Respondent by the receiver. Ms. Wall further wrote: “Pursuant to the Agreed Order Appointing Receiver, the Receiver has no obligation to participate in litigation concerning the Graebel Moving Entities and he has no intention of doing so unless it directly

¹ Section 102.20 of the Board’s Rules and Regulations require a respondent to file an Answer within 14 days from the date of service of the complaint. However, Section 102.56 of the Board’s Rules and Regulations require a respondent to file an Answer to a compliance specification within 21 days from the date of service of the specification. Since the Complaint and Compliance Specification in this case were consolidated and issued on May 31, 2017, the original deadline of June 14 should have been June 21. Accordingly, the Region granted Respondent a one-week extension of time to file an Answer to both the Complaint and Compliance Specification. As such, Respondent was afforded the full 21 days to respond. Arguably, Respondent had 28 days to respond (May 31 to June 28), but did not respond within that time period.

relates to the Receivership Estate.” Respondent did not file an Answer, nor did it reference the Complaint and Compliance Specification, in this June 26 letter. A copy of Ms. Wall’s June 26 letter is attached as Exhibit G.

7. As of today, June 29, 2017, Respondent has not filed an Answer and Respondent has given no explanation for its failure to do so. Section 102.20 of the Board’s Rules and Regulations, provides *inter alia*: “All allegations in the complaint, if no answer is filed...shall be deemed to be admitted to be true and shall be so found by the Board unless good cause to the contrary is shown.” Likewise, Section 102.56(c) of the Board’s Rules and Regulations provides *inter alia*: “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.” Accordingly, Counsel for the General Counsel respectfully submits that as a matter of law, an Order granting Default Judgment and remedying the violations in the Complaint and Compliance Specification should issue. *See, e.g., Goodman Logistics, LLC*, 363 NLRB No. 177 (2016); *On Target Security, Inc.*, 362 NLRB No. 31 (2015); *I.C.E. Electric, Inc.*, 339 NLRB 247 (2003).

WHEREFORE, Counsel for the General Counsel respectfully requests that the Board deem all matters alleged in the Complaint and Compliance Specification to be true, and that they be so found, and that a Decision and Order be issued containing findings of fact, conclusions of law, and an appropriate remedy for the violations herein.

Dated at Philadelphia, PA

this 29th day of June 2017

Respectfully submitted,

Rebecca A. Leaf

Rebecca A. Leaf
Counsel for the General Counsel
National Labor Relations Board, Region 4
615 Chestnut Street, Suite 710
Philadelphia, PA 19106
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EXHIBIT A

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

**GRAEBEL/EASTERN ACQUISITION MOVERS,
LLC**

and

Case 04-CA-193120

TEAMSTERS UNION LOCAL NO. 115

COMPLAINT, COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

This Complaint, Compliance Specification and Notice of Hearing is based on a charge filed by Teamsters Union Local No. 115 (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Graebel/Eastern Acquisition Movers, LLC (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on February 15, 2017, and a copy was served on Respondent by U.S. mail on February 15, 2017.

(b) The amended charge in this proceeding was filed by the Union on May 24, 2017, and a copy was served on Respondent by U.S. mail on May 25, 2017.

2. (a) At all material times, Respondent, a corporation with a facility in Moorestown, New Jersey (the Facility), has been engaged in the business of providing residential and commercial moving and storage services.

(b) During the past 12 months, Respondent, in conducting its business operations described above in subparagraph (a), purchased and received in the State of New Jersey goods and services valued in excess of \$50,000 from other enterprises located within the State of New Jersey, each of which enterprises received these goods directly from points located outside the State of New Jersey.

(c) 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.

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

4. (a) At all material times, Dobby Dobson held the position of Respondent's General Manager and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

(b) At all material times, Respondent's counsel has been an agent of Respondent within the meaning of Section 2(13) of the Act.

5. (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 full-time, regular part-time, and casual employees engaged in driving, helping, warehousing, and packing work at the Facility, excluding office clerical employees, guards and supervisors as defined in the Act.

(b) Since a date prior to the year 2000, a more precise date being presently unknown to the General Counsel, 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 May 1, 2014 to April 30, 2017.

(c) At all material times since a date prior to the year 2000, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) About February 15, 2017, Respondent, by Dobby Dobson, notified the Union by telephone that it intended to close the Facility effective May 1, 2017.

(b) By letter to Dobby Dobson dated February 15, 2017, the Union requested that Respondent bargain over the effects of Respondent's decision to close the Facility.

(c) The subject set forth above in subparagraph (b) relates to the wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(d) Since February 15, 2017, Respondent has failed and refused to bargain collectively about the subject set forth above in subparagraph (b).

7. (a) About March 13, 2017, Respondent laid off approximately 15 Unit employees.

(b) About May 17, 2017, Respondent laid off the one remaining Unit employee.

(c) About May 17, 2017, Respondent ceased its operations and closed the Facility.

8. (a) By letters to Respondent's counsel dated January 26, February 13, March 10, and March 13, 2017, and by letter to Dobby Dobson dated February 15, 2017, the Union requested that Respondent furnish the Union with the following information:

Updated seniority list, inclusive of the first name, last name, date of hire/seniority date, classification and current rate of pay for all bargaining unit members currently employed by Respondent.

(b) By letter to Dobby Dobson dated February 15, 2017, and by letter to Respondent's counsel dated March 10, 2017, the Union requested that Respondent furnish the Union with the following information:

- i. Real estate agreements of sale for the facility located at 923 N. Lenola Road, Moorestown, NJ 08057;
- ii. Agreements of sale for assets and equipment;
- iii. Notification of lay-off provided to bargaining unit employees;
- iv. Outstanding invoices from the Health and Welfare and Pension Funds of Philadelphia and Vicinity; and
- v. Workers' compensation insurance policy agreement with the existing provider.

(c) By letter to Respondent's counsel dated March 10, 2017, the Union requested that Respondent furnish the Union with the "anticipated date of layoff for existing bargaining unit employees."

(d) By letter to Respondent's counsel dated March 13, 2017, the Union requested that Respondent furnish the Union with the following information:

- i. Proposed, draft, or finalized agreements of sale for existing assets, property or equipment.
- ii. Outstanding or unpaid invoices from the Health and Welfare and Pension Funds of Philadelphia and Vicinity; and
- iii. A copy of its Workers' compensation insurance policy agreement with the existing provider.

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

(f) Since about January 26, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (a).

(g) Since about February 15, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (b).

(h) Since about March 10, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (c).

(i) Since about March 13, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (d).

9. By the conduct described above in subparagraphs 6(d) and 8(f) through (i), 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.

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

REMEDY

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in subparagraphs 6(d), 8(f) through (i), and (9), the General Counsel seeks an order requiring that Respondent make whole the laid-off employees referred to above in subparagraphs 7(a) and (b) in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968). The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

COMPLIANCE SPECIFICATION

WHEREFORE, in order to liquidate the minimum amount due to the Unit employees described above in subparagraphs 7(a) and (b) (the laid-off employees) pursuant to *Transmarine Navigation Corp.*, 170 NLRB 389 (1968) (the *Transmarine* remedy) in the most expeditious manner possible, the undersigned issues this Compliance Specification and alleges as follows:

11. As a result of Respondent's failure to bargain over the effects of its decision to close the Facility on about May 17, 2017, as described above in subparagraph 6(d) of the Complaint, the laid-off employees are entitled to a minimum of two weeks of backpay – the *Transmarine* remedy – with compounded interest.

12. Pursuant to the *Transmarine* remedy, whether Respondent has an obligation to pay the former employees in excess of the minimum of two weeks of their normal wages will be determined based on the occurrence of future bargaining negotiations between Respondent and the Union.

13. An appropriate method for calculating the amount of backpay due to each laid-off employee is to multiply 80 hours (i.e., a two-week period) by each employee's hourly wage rate. These calculations are set forth in Appendix A.

14. Interest, as prescribed in *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987) and *Kentucky River Medical Center*, 356 NLRB 6 (2010), will accrue on the backpay beginning five days after the Board issues an Order providing for a *Transmarine* remedy.

15. Summarizing the facts and calculations specified above, the minimum monetary obligation of Respondent under the Complaint is to make whole the laid-off employees by paying them the amounts set forth in Appendix A (totaling \$28,746.40), with daily compound interest accruing on the amount owed as of five days after the Board's Order until the payment is made, less wage tax withholdings required by federal and state law.

ANSWER REQUIREMENT

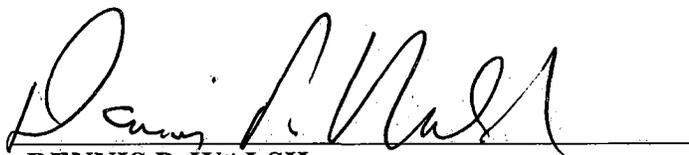
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint and Compliance Specification. The answer must be **received by this office on or before June 14, 2017, or postmarked on or before June 13, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

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

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 10:00 a.m. on September 6, 2017 at 615 Chestnut Street, Suite 710, Philadelphia, Pennsylvania 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 Complaint and 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.

Signed at Philadelphia, Pennsylvania this 31st day of May, 2017.

A handwritten signature in black ink, appearing to read "Dennis P. Walsh", is written over a horizontal line.

DENNIS P. WALSH
Regional Director, Region Four
National Labor Relations Board

Appendix A (Transmarine Remedy Due to Unit employees)

Unit employees	Number of Work Hours in Two Week Period	Hourly Wage Rate	Minimum Transmarine Remedy Owed
Stanley Borowski, Jr.	80	\$22.99	\$1,839.20
John Caruso	80	\$22.99	\$1,839.20
Lamson Clark	80	\$23.61	\$1,888.80
John Coffee	80	\$22.99	\$1,839.20
Michael Colgan	80	\$21.04	\$1,683.20
Michael Conway	80	\$22.99	\$1,839.20
Jarrold Eichmann	80	\$21.04	\$1,683.20
John Keubler	80	\$22.99	\$1,839.20
John King	80	\$22.99	\$1,839.20
Steven Pisani	80	\$22.99	\$1,839.20
Raymond Quattlebaum	80	\$21.04	\$1,683.20
Karl Samuels	80	\$21.04	\$1,683.20
Chester Shute	80	\$22.99	\$1,839.20
Allen Small	80	\$23.61	\$1,888.80
Stephen Vargas	80	\$22.99	\$1,839.20
Samuel Williams	80	\$21.04	\$1,683.20
Total			\$28,746.40

EXHIBIT B

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:

Debra Johnson
Grubel Acquisition LLC
Re: CA 193120



9590 9402 2279 6225 9823 50

Chad J. NOTI

PA5

2. Article Number (Transfer from service label)

7016 2140 0000 6265 4334

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *John Maloney*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

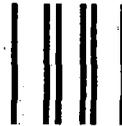
3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
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PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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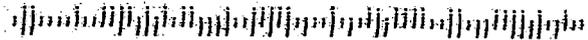
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>John McKinley</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>												
<p>1. Article Addressed to: <i>Isabel Van Dines</i> <i>Madison, WI</i> <i>Ref 4-CA-193120</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>												
<p style="text-align: center;">  9590 9402 2279 6225 9823 81 <i>RAS</i> <i>Confidential Comp. Agent Not 1</i> 2. Article Number (Transfer from service label)</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
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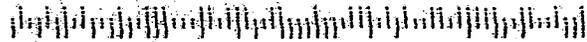


EXHIBIT C



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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Philadelphia, PA 19106-4413

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Telephone: (215)597-7601
Fax: (215)597-7658

Agent's Direct Dial: (215) 597-0599

June 15, 2017

Graebel Van Lines Claims
720 Third Street
Wausau, WI 54403

BY CERTIFIED MAIL AND FIRST CLASS MAIL

Re: Graebel/Eastern Acquisition Movers LLC
Case 04-CA-193120

To Whom It May Concern:

Please be advised that to date, no Answer has been received to the Complaint, Compliance Specification, and Notice of Hearing that issued on May 31, 2017 in the above-captioned case, though such Answer should have been received by this office by no later than June 14, 2017.

Section 102.20 of the Board's Rules and Regulations provides that "All allegations in the complaint, if no answer is filed...will be deemed to be admitted to be true and will be so found by the Board, unless good cause to the contrary is shown." A copy of this section of the Board's Rules and Regulations is enclosed for your reference, along with a copy of the Complaint, Compliance Specification, and Notice of Hearing.

Please be further advised that if the Region does not receive your Answer by Wednesday, June 21, 2017, I will recommend that a Motion for Default Judgment be filed with the Board.

Very truly yours,

REBECCA A. LEAF
Counsel for the General Counsel

Enc.

Cc:

BY FIRST CLASS MAIL

Cid Kotti
Graebel/Eastern Acquisition Movers, LLC
12790 Merit Drive, Suite 400
Dallas, TX 75251-1256

BY FIRST CLASS MAIL

Graebel/Eastern Acquisition Movers, LLC
2660 Market Street
Garland, TX 75041

BY EMAIL

creditorclaims@graebelmoving.com

ANSWER

§102.20 Answer to complaint; time for filing; contents; allegations not denied deemed admitted.

The Respondent must, within 14 days from the service of the complaint, file an answer. The Respondent must specifically admit, deny, or explain each of the facts alleged in the complaint, unless the Respondent is without knowledge, in which case the Respondent must so state, such statement operating as a denial. All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the Respondent states in the answer that the Respondent is without knowledge, will be deemed to be admitted to be true and will be so found by the Board, unless good cause to the contrary is shown.

§102.21 Where to file; service upon the parties; form.

An original and four copies of the answer shall be filed with the Regional Director issuing the complaint. Immediately upon the filing of his answer, Respondent shall serve a copy thereof on the other parties. An answer of a party represented by counsel or non-attorney representative shall be signed by at least one such attorney or non-attorney representative of record in his/her individual name, whose address shall be stated. A party who is not represented by an attorney or non-attorney representative shall sign his/her answer and state his/her address. Except when otherwise specifically provided by rule or statute, an answer need not be verified or accompanied by affidavit. The signature of the attorney or non-attorney party representative constitutes a certificate by him/her that he/she has read the answer; that to the best of his/her knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay. If an answer is not signed or is signed with intent to defeat the purpose of this section, it may be stricken as sham and false and the action may proceed as though the answer had not been served. For a willful violation of this section an attorney or non-attorney party representative may be subjected to appropriate disciplinary action. Similar action may be taken if scandalous or indecent matter is inserted.

§102.22 Extension of time for filing.

Upon the Regional Director's own motion or upon proper cause shown by any other party, the Regional Director issuing the complaint may by written order extend the time within which the answer must be filed.

§102.23 Amendment.

The Respondent may amend its answer at any time prior to the hearing. During the hearing or subsequently, the Respondent may amend the answer in any case where the complaint has been amended, within such period as may be fixed by the Administrative Law Judge or the Board. Whether or not the complaint has been amended, the answer may, in the discretion of the Administrative Law Judge or the Board, upon motion, be amended upon such terms and within such periods as may be fixed by the Administrative Law Judge or the Board.

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TEAMSTERS UNION LOCAL NO. 115

COMPLAINT, COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

This Complaint, Compliance Specification and Notice of Hearing is based on a charge filed by Teamsters Union Local No. 115 (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Graebel/Eastern Acquisition Movers, LLC (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on February 15, 2017, and a copy was served on Respondent by U.S. mail on February 15, 2017.

(b) The amended charge in this proceeding was filed by the Union on May 24, 2017, and a copy was served on Respondent by U.S. mail on May 25, 2017.

2. (a) At all material times, Respondent, a corporation with a facility in Moorestown, New Jersey (the Facility), has been engaged in the business of providing residential and commercial moving and storage services.

(b) During the past 12 months, Respondent, in conducting its business operations described above in subparagraph (a), purchased and received in the State of New Jersey goods and services valued in excess of \$50,000 from other enterprises located within the State of New Jersey, each of which enterprises received these goods directly from points located outside the State of New Jersey.

(c) 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.

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

4. (a) At all material times, Dobby Dobson held the position of Respondent's General Manager and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

(b) At all material times, Respondent's counsel has been an agent of Respondent within the meaning of Section 2(13) of the Act.

5. (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 full-time, regular part-time, and casual employees engaged in driving, helping, warehousing, and packing work at the Facility, excluding office clerical employees, guards and supervisors as defined in the Act.

(b) Since a date prior to the year 2000, a more precise date being presently unknown to the General Counsel, 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 May 1, 2014 to April 30, 2017.

(c) At all material times since a date prior to the year 2000, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) About February 15, 2017, Respondent, by Dobby Dobson, notified the Union by telephone that it intended to close the Facility effective May 1, 2017.

(b) By letter to Dobby Dobson dated February 15, 2017, the Union requested that Respondent bargain over the effects of Respondent's decision to close the Facility.

(c) The subject set forth above in subparagraph (b) relates to the wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(d) Since February 15, 2017, Respondent has failed and refused to bargain collectively about the subject set forth above in subparagraph (b).

7. (a) About March 13, 2017, Respondent laid off approximately 15 Unit employees.

(b) About May 17, 2017, Respondent laid off the one remaining Unit employee.

(c) About May 17, 2017, Respondent ceased its operations and closed the Facility.

8. (a) By letters to Respondent's counsel dated January 26, February 13, March 10, and March 13, 2017, and by letter to Dobby Dobson dated February 15, 2017, the Union requested that Respondent furnish the Union with the following information:

Updated seniority list, inclusive of the first name, last name, date of hire/seniority date, classification and current rate of pay for all bargaining unit members currently employed by Respondent.

(b) By letter to Dobby Dobson dated February 15, 2017, and by letter to Respondent's counsel dated March 10, 2017, the Union requested that Respondent furnish the Union with the following information:

- i. Real estate agreements of sale for the facility located at 923 N. Lenola Road, Moorestown, NJ 08057;
- ii. Agreements of sale for assets and equipment;
- iii. Notification of lay-off provided to bargaining unit employees;
- iv. Outstanding invoices from the Health and Welfare and Pension Funds of Philadelphia and Vicinity; and
- v. Workers' compensation insurance policy agreement with the existing provider.

(c) By letter to Respondent's counsel dated March 10, 2017, the Union requested that Respondent furnish the Union with the "anticipated date of layoff for existing bargaining unit employees."

(d) By letter to Respondent's counsel dated March 13, 2017, the Union requested that Respondent furnish the Union with the following information:

- i. Proposed, draft, or finalized agreements of sale for existing assets, property or equipment.
- ii. Outstanding or unpaid invoices from the Health and Welfare and Pension Funds of Philadelphia and Vicinity; and
- iii. A copy of its Workers' compensation insurance policy agreement with the existing provider.

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

(f) Since about January 26, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (a).

(g) Since about February 15, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (b).

(h) Since about March 10, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (c).

(i) Since about March 13, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (d).

9. By the conduct described above in subparagraphs 6(d) and 8(f) through (i), 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.

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

REMEDY

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in subparagraphs 6(d), 8(f) through (i), and (9), the General Counsel seeks an order requiring that Respondent make whole the laid-off employees referred to above in subparagraphs 7(a) and (b) in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968). The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

COMPLIANCE SPECIFICATION

WHEREFORE, in order to liquidate the minimum amount due to the Unit employees described above in subparagraphs 7(a) and (b) (the laid-off employees) pursuant to *Transmarine Navigation Corp.*, 170 NLRB 389 (1968) (the *Transmarine* remedy) in the most expeditious manner possible, the undersigned issues this Compliance Specification and alleges as follows:

11. As a result of Respondent's failure to bargain over the effects of its decision to close the Facility on about May 17, 2017, as described above in subparagraph 6(d) of the Complaint, the laid-off employees are entitled to a minimum of two weeks of backpay – the *Transmarine* remedy – with compounded interest.

12. Pursuant to the *Transmarine* remedy, whether Respondent has an obligation to pay the former employees in excess of the minimum of two weeks of their normal wages will be determined based on the occurrence of future bargaining negotiations between Respondent and the Union.

13. An appropriate method for calculating the amount of backpay due to each laid-off employee is to multiply 80 hours (i.e., a two-week period) by each employee's hourly wage rate. These calculations are set forth in Appendix A.

14. Interest, as prescribed in *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987) and *Kentucky River Medical Center*, 356 NLRB 6 (2010), will accrue on the backpay beginning five days after the Board issues an Order providing for a *Transmarine* remedy.

15. Summarizing the facts and calculations specified above, the minimum monetary obligation of Respondent under the Complaint is to make whole the laid-off employees by paying them the amounts set forth in Appendix A (totaling \$28,746.40), with daily compound interest accruing on the amount owed as of five days after the Board's Order until the payment is made, less wage tax withholdings required by federal and state law.

ANSWER REQUIREMENT

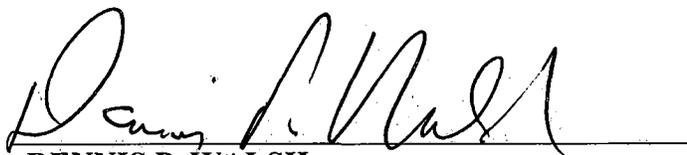
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint and Compliance Specification. The answer must be **received by this office on or before June 14, 2017, or postmarked on or before June 13, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

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

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 10:00 a.m. on September 6, 2017 at 615 Chestnut Street, Suite 710, Philadelphia, Pennsylvania 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 Complaint and 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.

Signed at Philadelphia, Pennsylvania this 31st day of May, 2017.

A handwritten signature in black ink, appearing to read "Dennis P. Walsh", is written over a horizontal line.

DENNIS P. WALSH
Regional Director, Region Four
National Labor Relations Board

Appendix A (Transmarine Remedy Due to Unit employees)

Unit employees	Number of Work Hours in Two Week Period	Hourly Wage Rate	Minimum Transmarine Remedy Owed
Stanley Borowski, Jr.	80	\$22.99	\$1,839.20
John Caruso	80	\$22.99	\$1,839.20
Lamson Clark	80	\$23.61	\$1,888.80
John Coffee	80	\$22.99	\$1,839.20
Michael Colgan	80	\$21.04	\$1,683.20
Michael Conway	80	\$22.99	\$1,839.20
Jarrold Eichmann	80	\$21.04	\$1,683.20
John Keubler	80	\$22.99	\$1,839.20
John King	80	\$22.99	\$1,839.20
Steven Pisani	80	\$22.99	\$1,839.20
Raymond Quattlebaum	80	\$21.04	\$1,683.20
Karl Samuels	80	\$21.04	\$1,683.20
Chester Shute	80	\$22.99	\$1,839.20
Allen Small	80	\$23.61	\$1,888.80
Stephen Vargas	80	\$22.99	\$1,839.20
Samuel Williams	80	\$21.04	\$1,683.20
Total			\$28,746.40

EXHIBIT D

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:

Shachil Van Deres Claens
720 Third St., Housaw, WI

Re: 4-CA-193120



9590 9402 2279 6225 9824 59

Str

Leaf

2. Article Number (Transfer from service label)

7016 2140 0000 6265 4440

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Shachil Van Deres Claens

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

SPRINT DELIVERY

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 (500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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Postal Service

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 4
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For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee <i>Michael Van Lier</i> <i>Chaussey WI</i>	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$ _____	
<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ <i>4-CA-193120</i>	
Total Postage and Fees \$ <i>4-CA-193120</i>	
Sender <i>Michael Van Lier</i>	
Street and Apt. No., or PO Box No. <i>Leaf</i>	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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Tracking Number: 70162140000062654440



Delivered

Updated Delivery Day: Monday, June 19, 2017 ⓘ

Product & Tracking Information

[See Available Actions](#)

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
June 19, 2017, 7:37 am	Delivered, Individual Picked Up at Postal Facility	WAUSAU, WI 54403
Your item was picked up at a postal facility at 7:37 am on June 19, 2017 in WAUSAU, WI 54403.		
June 19, 2017, 7:24 am	Out for Delivery	WAUSAU, WI 54403
June 19, 2017, 7:14 am	Sorting Complete	WAUSAU, WI 54403
June 19, 2017, 5:38 am	Arrived at Unit	WAUSAU, WI 54403

[See More ▾](#)

Available Actions

- [Text Updates ▾](#)
- [Email Updates ▾](#)

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[app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgo%2FTrackConfirmAction%21input](https://www.usps.com/)

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(<http://www.postalmuseum.si.edu/>)
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EXHIBIT E



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 4
615 Chestnut St Ste 710
Philadelphia, PA 19106-4413

Agency Website:
www.nlr.gov
Telephone: (215)597-7601
Fax: (215)597-7658

Agent's Direct Dial: (215) 597-0599

June 21, 2017

Graebel Van Lines Claims
720 Third Street
Wausau, WI 54403

BY CERTIFIED MAIL AND FIRST CLASS MAIL

Re: Graebel/Eastern Acquisition Movers LLC
Case 04-CA-193120

To Whom It May Concern:

Please be advised that to date, no Answer has been received to the Complaint, Compliance Specification, and Notice of Hearing (Complaint and Compliance Specification) that issued on May 31, 2017 in the above-captioned case.

Section 102.20 of the Board's Rules and Regulations require a respondent to file an Answer within 14 days from the date of service of the Complaint. However, Section 102.56 of the Board's Rules and Regulations require a respondent to file an Answer to a Compliance Specification within 21 days from the date of service of the specification. Since the Complaint and Compliance Specification in this case were consolidated and issued on May 31, 2017, the original deadline of June 14 should have been June 21. **Therefore, I am extending your time to file an Answer to the Complaint and Compliance Specification, until June 28, 2017.**

Please be advised that if the Region does not receive your Answer by June 28, 2017, this office will file a Motion for Default Judgment with the Board.

Very truly yours,

Richard P. Heller
Regional Attorney

Enc.

Cc:

BY FIRST CLASS MAIL

Cid Kotti
Graebel/Eastern Acquisition Movers, LLC
12790 Merit Drive, Suite 400
Dallas, TX 75251-1256

BY FIRST CLASS MAIL

Graebel/Eastern Acquisition Movers, LLC
2660 Market Street
Garland, TX 75041

BY EMAIL

creditorclaims@graebelmoving.com

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

**GRAEBEL/EASTERN ACQUISITION MOVERS,
LLC**

and

Case 04-CA-193120

TEAMSTERS UNION LOCAL NO. 115

COMPLAINT, COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

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4. (a) At all material times, Dobby Dobson held the position of Respondent's General Manager and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

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(b) Since a date prior to the year 2000, a more precise date being presently unknown to the General Counsel, 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 May 1, 2014 to April 30, 2017.

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

REMEDY

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in subparagraphs 6(d), 8(f) through (i), and (9), the General Counsel seeks an order requiring that Respondent make whole the laid-off employees referred to above in subparagraphs 7(a) and (b) in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968). The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

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ANSWER REQUIREMENT

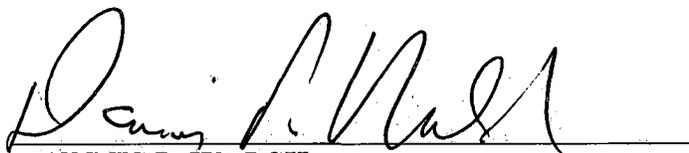
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint and Compliance Specification. The answer must be **received by this office on or before June 14, 2017, or postmarked on or before June 13, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

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

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 10:00 a.m. on September 6, 2017 at 615 Chestnut Street, Suite 710, Philadelphia, Pennsylvania 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 Complaint and 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.

Signed at Philadelphia, Pennsylvania this 31st day of May, 2017.

A handwritten signature in black ink, appearing to read "Dennis P. Walsh", is written over a horizontal line.

DENNIS P. WALSH
Regional Director, Region Four
National Labor Relations Board

Appendix A (Transmarine Remedy Due to Unit employees)

Unit employees	Number of Work Hours in Two Week Period	Hourly Wage Rate	Minimum Transmarine Remedy Owed
Stanley Borowski, Jr.	80	\$22.99	\$1,839.20
John Caruso	80	\$22.99	\$1,839.20
Lamson Clark	80	\$23.61	\$1,888.80
John Coffee	80	\$22.99	\$1,839.20
Michael Colgan	80	\$21.04	\$1,683.20
Michael Conway	80	\$22.99	\$1,839.20
Jarrod Eichmann	80	\$21.04	\$1,683.20
John Keubler	80	\$22.99	\$1,839.20
John King	80	\$22.99	\$1,839.20
Steven Pisani	80	\$22.99	\$1,839.20
Raymond Quattlebaum	80	\$21.04	\$1,683.20
Karl Samuels	80	\$21.04	\$1,683.20
Chester Shute	80	\$22.99	\$1,839.20
Allen Small	80	\$23.61	\$1,888.80
Stephen Vargas	80	\$22.99	\$1,839.20
Samuel Williams	80	\$21.04	\$1,683.20
Total			\$28,746.40

EXHIBIT F

USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 70162140000062654563



Product & Tracking Information

See Available Actions

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
June 26, 2017, 7:37 am	Delivered, Individual Picked Up at Postal Facility	WAUSAU, WI 54403
Your item was picked up at a postal facility at 7:37 am on June 26, 2017 in WAUSAU, WI 54403.		
June 24, 2017, 7:58 am	Business Closed	WAUSAU, WI 54403
June 24, 2017, 7:53 am	Business Closed	WAUSAU, WI 54402
June 24, 2017, 7:25 am	Arrived at Unit	WAUSAU, WI 54403
June 23, 2017, 11:11 pm	Departed USPS Facility	GREEN BAY, WI 54303
June 23, 2017, 4:48 pm	Arrived at USPS Facility	GREEN BAY, WI 54303
June 23, 2017, 12:50 am	Departed USPS Facility	PHILADELPHIA, PA 19176
June 21, 2017, 9:44 pm	Arrived at USPS Facility	PHILADELPHIA, PA 19176

See Less ^

Available Actions

- Text Updates 
- Email Updates 

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<http://faq.usps.com/?articleId=220900>)

There's an easier way to track your packages.

Why jump from page to page to track packages being sent to you? With My USPSTM, you can easily track all your packages in one place. Sign up to:

- Set up automatic email and text alerts, so you'll never have to manually track a package again
- Provide delivery instructions, so your carrier knows where to leave packages

Sign Up

(https://reg.usps.com/entreg/RegistrationAction_input?

<https://www.usps.com/> **app=Uspstools&appURL=https%3A%2F%2Ftools.usps.com%2Fgo%2FTrackConfirmAction%21input**

(<https://www.usps.com/>)

HELPFUL LINKS

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(<https://www.usps.com/help/welcome.htm>)

Site Index (<https://www.usps.com/globals/site-index.htm>)

FAQs (<http://faq.usps.com/>)

ON ABOUT.USPS.COM

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(<http://about.usps.com/news/welcome.htm>)

USPS Service Updates

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Forms & Publications

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(<http://about.usps.com/careers/welcome.htm>)

OTHER USPS SITES

Business Customer Gateway

(<https://gateway.usps.com/>)

Postal Inspectors

(<https://postalinspectors.uspis.gov/>)

Inspector General (<http://www.uspsoig.gov/>)

Postal Explorer (<http://pe.usps.gov/>)

National Postal Museum

(<http://www.postalmuseum.si.edu/>)

Resources for Developers

(<https://www.usps.com/webtools/welcome.htm>)

LEGAL INFORMATION

Privacy Policy (<http://about.usps.com/who-we-are/privacy-policy/privacy-policy-highlights.htm>)

Terms of Use

(<http://about.usps.com/termsfuse.htm>)

FOIA (<http://about.usps.com/who-we-are/foia/welcome.htm>)

No FEAR Act EEO Data

(<http://about.usps.com/who-we-are/no-fear-act/welcome.htm>)



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(<https://twitter.com/usps>)



(<http://www.pinterest.com/uspsstamps/>)



(<https://www.youtube.com/usps>)

EXHIBIT G

CAVAZOS, HENDRICKS, POIROT & SMITHAM, P.C.

ANNE ELIZABETH BURNS
ARNALDO (Arnie) N. CAVAZOS, JR.
CHARLES B. HENDRICKS
GEORGE YU-FU KING
JORDAN MONTGOMERY LEWIS*
MAJEEDAH MURAD**
ROD L. POIROT

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CRAIG H. SMITHAM
JOHN DEE SPICER
***LYNDEL ANNE VARGAS
EMILY SCOTT WALL

* Also licensed in Louisiana
** Licensed in Florida & Federal Courts only
*** Also licensed in Florida & New York

SENDER'S INFORMATION:
ewall@chfirm.com
(214) 573-7307

June 26, 2017

VIA ELECTRONIC MAIL

Rebecca Leaf
Richard P. Heller
NLRB
Email: rebecca.leaf@nrlb.gov

RE: Courtesy Notice from Asset Receiver for Graebel Vanlines Holdings, LLC *et al.*

This notice is being sent to you because public records indicate that you have filed suit and/or asserted claims on behalf of your client(s) against Graebel Vanlines Holdings, LLC and/or one of its subsidiaries (collectively, the "Graebel Moving Entities").

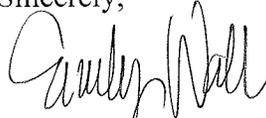
On May 10, 2017, in *MidCap Funding X Trust v. Graebel Vanlines Holdings, LLC, et al.* (Case No. DC-17-04976) pending before the 160th District Court, Dallas County, Texas, the Graebel Moving Entities entered into an Agreed Order Appointing Receiver with their secured lender, MidCap Funding Trust X (the "Secured Lender"), for the appointment of an asset receiver (the "Receiver") and the turnover of all pledged assets of the Graebel Moving Entities (the "Receivership Estate") for the liquidation and sale of the same by the Receiver. This firm's client, Arnaldo N. Cavazos, Jr., is the Receiver. The indebtedness of the Lender exceeds \$50M. Based on currently available information, the Receiver does not anticipate any funds will be available from the Receivership Estate to apply to any claims of unsecured creditors, or creditors who may have a lien position subordinate to the Secured Lender. To the Receiver's knowledge there are no assets of the Graebel Moving Entities other than those that have now become part of the Receivership Estate.

Pursuant to the Agreed Order Appointing Receiver, the Receiver has no obligation to participate in litigation concerning the Graebel Moving Entities and he has no intention of doing so unless it directly relates to the Receivership Estate.

Rebecca Leaf
June 26, 2017
Page 2 of 2

Should you have any questions, or would like a copy of Agreed Order Appointing Receiver, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Wall". The signature is written in a cursive, flowing style.

Emily Wall