

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

PRO WORKS CONTRACTING, INC.

and

Cases 21-CA-161599
21-CA-162578

IRON WORKERS LOCAL 229, INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS,
AFL-CIO

**MOTION TO TRANSFER CASES TO THE BOARD AND MOTION FOR DEFAULT
JUDGMENT BASED ON BREACH OF THE AFFIRMATIVE PROVISIONS OF THE
SETTLEMENT AGREEMENT**

Pursuant to Section 102.24 and 102.50 of the Rules and Regulations of the National Labor Relations Board (Board's Rules), as amended, Counsel for the General Counsel respectfully moves to transfer these consolidated cases to the National Labor Relations Board (the Board) and based on the facts set forth below and the attached documents, moves for default judgment requesting the Board to issue a Decision and Order, without the necessity of an evidentiary hearing, containing findings of fact and conclusions of law on the allegations of the Consolidated Complaint Based on Breach of the Affirmative Provisions of the Settlement Agreement in Cases 21-CA-161599 and 21-CA-162578, and order Pro Works Contracting, Inc. (Respondent) to fully remedy the unfair labor practices found, and grant such other relief as may be proper under the circumstances.

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

1. (a) On October 8, 2015, Iron Workers Local 229, International Association of

Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO (Charging Party or Union), filed the original charge in Case 21-CA-161599, alleging that Respondent engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act (the Act). On November 17, 2015, the Union filed an amended charge in Case 21-CA-161599. Copies of the original and amended charges are attached as Exhibit 1.

(b) On October 22, 2015, the Union filed an original charge in Case 21-CA-162578, alleging that Respondent engaged in certain unfair labor practices affecting commerce as set forth and defined in the Act. On November 17, 2015, the Union filed a first amended charge in Case 21-CA-162578. Copies of the original and amended charges are attached as Exhibit 2.

2. Based on the charges and amended charges, as described above in paragraph 1, on May 4, 2016, the Acting Regional Director for Region 21, pursuant to Section 102.33 of the Rules and Regulations of the Board, and pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issued an Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing (Consolidated Complaint) against the Respondent alleging that it violated the Act by engaging in unfair labor practices. A copy of the Consolidated Complaint is attached as Exhibit 3. Respondent did not file an answer to the Consolidated Complaint.

3. (a) On June 21, 2016, the (former) Regional Director for Region 21 approved a unilateral informal settlement agreement (Settlement Agreement) as a resolution to the allegations in the Consolidated Complaint. A copy of the Settlement Agreement is attached as Exhibit 4.

(b) The Union did not enter into the Settlement Agreement. The Union appealed the unilateral approval of the Settlement Agreement. On July 21, 2016, the Office

of Appeals sustained the Regional Director's unilateral approval of the settlement agreement. (See Exhibit 5).

(c) The Settlement Agreement contains a provision entitled "Performance," requiring immediate compliance by Respondent (referred to as "the Charged Party") with the Settlement Agreement's terms and addresses the event of Respondent's non-compliance with the terms of the Settlement Agreement. Specifically, the Performance section reads:

Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Consolidated Complaint (Complaint) previously issued on May 4, 2016, in the instant cases. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

4. (a) On August 8, 2016, the Compliance Officer for Region 21 (Compliance Officer), on behalf of the General Counsel, sent a compliance package to Respondent, by UPS

shipment, containing copies of the conformed Settlement Agreement, Notice to Employees (English and Spanish), Certification of Compliance forms (Part One and Two), and a detailed letter of Respondent's obligations under the Settlement Agreement. A copy of the August 8, 2016 package is attached as Exhibit 6. The UPS shipment was received by Respondent on August 10, 2016. Exhibit 7.

(b) In addition to sending the initial compliance package by UPS shipment, Region 21, also on August 8, 2016, emailed a copy of it to Gary Lane (Respondent's Office Administrator). Lane is the one that had signed the Settlement Agreement on behalf of Respondent. Lane forwarded a copy of the Region's August 8th email and the attachment to two (separate) email addresses for Earl Register (Respondent's President), and copied Region 21 on that email. Lane indicated in his email that Register was now the contact. (See Exhibit 8 – copy of forwarded email).¹

(c) On August 9, 2016, Region 21 sent by email (to one of Register's email addresses) another copy of the same initial compliance package. See Exhibit 9; see also Exhibit 10, which is an (internal) forwarded copy of the August 9th email (without attachment). Exhibit 10 is being offered solely because the forwarding of the email allows (as a function of Outlook) for the Board to see the full and complete email addresses that Lane had provided for Register, located on page 2 of the email.²

(d) In January and February 2017, and due to the lack of any response by Respondent to the solicitation of compliance, a Compliance Assistant for Region 21 solicited Respondent, through multiple emails to Gary Lane, to comply with its obligations under the

¹ Register never clarified (thereafter) whether he or Lane were the preferable contact.

² The two email addresses for Register are: proworkscontracting@gmail.com and proworkscontracting.earl@gmail.com.

Settlement Agreement, and provided instructions and deadlines for Respondent in this regard. See Exhibit 11.³

(e) On April 6, 2017, the Regional Director for Region 21 sent Respondent (by email to Register and Lane; and separately by UPS shipment) a default warning letter, along with another copy of the initial compliance packet. (Exhibit 12). Respondent refused delivery of the April 6, 2017 UPS shipment. (Exhibit 13).⁴

(f) On June 15, 2017, the Regional Director for Region 21 sent Respondent (by email to Register and Lane; and separately by Certified Mail) a corrected⁵ default warning letter, along with another copy of the initial compliance packet. (Exhibit 14).⁶ Respondent refused delivery of the June 15, 2017 certified mail. (Exhibit 15).

5. Respondent has failed to respond to the correspondence referred to above in paragraphs 4(a) through 4(f), nor has it complied with the terms of the Settlement Agreement.⁷

6. On July 31, 2017, the General Counsel, by the Regional Director, issued a Consolidated Complaint Based on Breach of Affirmative Provisions of the Settlement Agreement (Re-issued Consolidated Complaint) based on the allegations set forth in the charges referred to above in paragraphs 1(a) and 1(b) pursuant to the Performance provision of the Settlement Agreement, referred to above in paragraph 3(c). The Re-issued Consolidated Complaint is attached as Exhibit (16).

³ The Region acknowledges that these emails were directed solely to Lane. In subsequent correspondence (addressed next), the Region included both Lane and Register.

⁴ As noted in the UPS tracking history, UPS corrected a typo as to the zip code and then made the delivery attempt on Respondent.

⁵ The June 15th letter is a correction to the April 6, 2017 letter by fully clarifying the purpose of the default warning letter, and also the consequences of non-compliance.

⁶ The Region was unable to accomplish delivery by facsimile.

⁷ Respondent's refusal to accept UPS delivery or certified mail is insufficient grounds to defeat this Motion. See generally *United Concrete Pipe Corp.*, 305 NLRB No. 159, fn. 2 (1991).

7. As referenced above in paragraph 3(c), the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Re-issued Consolidated Complaint. The Settlement Agreement unequivocally sets forth that the only issue Respondent may raise in response to an Order to Show Cause that the Board may subsequently issue upon receipt of the instant motion is whether Respondent has defaulted on the terms of the Settlement Agreement. The Board has explicitly approved of, and enforced such provisions. See, *Insulation Maintenance & Contracting, LLC*, 357 NLRB No. 50 (August 11, 2011); *Chicago Parking Company*, 356 NLRB 495 (2011). Respondent has had ample time to comply with the terms of the Settlement Agreement yet has failed to do so.

8. In view of the foregoing, the General Counsel respectfully moves that the Board:

(a) Find that Respondent has waived its right to file an answer to the Re-issued Consolidated Complaint; that all allegations of the Re-issued Consolidated Complaint be deemed to be true; and that no hearing is necessary.

(b) Find that Respondent violated Section 8(a)(1) and (3) of the Act as alleged in the Re-issued Consolidated Complaint; and

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(c) Issue a Decision and Order against Respondent containing Findings of Fact and Conclusions of Law based on, and in accordance with, the allegations of the Re-issued Consolidated Complaint, and provide a full remedy for each and every unfair labor practice violation.⁸

DATED at San Diego, California, this 1st day of August, 2017.


Robert MacKay (robert.mackay@nlrb.gov)
Neil A. Warheit (neil.warheit@nlrb.gov)
Counsel for the General Counsel
Region 21, San Diego Resident Office
555 West Beech Street, Room 418
San Diego, CA 92101

⁸ Counsel for the General Counsel respectfully requests that the Board-ordered Notice, along with the mechanics of any ordered Notice-mailing and/or Notice-reading obligation, track the terms and Notice of the Settlement Agreement.

EXHIBIT 1

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 21-CA-161599

Date Filed 10-08-15

INSTRUCTIONS:

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

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer SEE ATTACHMENT		b. Tel. No. SEE ATTACHMENT
		c. Cell No.
		f. Fax No. SEE ATTACHMENT
d. Address (Street, city, state, and ZIP code) SEE ATTACHMENT	e. Employer Representative SEE ATTACHMENT	g. e-Mail
		h. Number of workers employed 20
i. Type of Establishment (factory, mine, wholesaler, etc.) Iron Workers Contractor	j. Identify principal product or service Iron Construction	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months the above named employer has discriminated against employees on account of their Union and/or protected activity.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Iron Workers Local 229		
4a. Address (Street and number, city, state, and ZIP code) 5155 Mercury Point San Diego, CA 92111		4b. Tel. No. (858) 571-5238
		4c. Cell No.
		4d. Fax No. (858) 571-6203
		4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO		
6. DECLARATION		Tel. No. (510) 337-1001
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.
By  (signature of representative or person making charge)	David A. Rosenfeld, Attorney (Print/type name and title or office, if any)	Fax No. (510) 337-1023
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200 Alameda CA 94501	October 7, 2015 (date)	e-Mail

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

PRIVACY ACT STATEMENT 1/832995

ATTACHMENT TO UNFAIR LABOR PRACTICE CHARGE

a. Name of Employer: Russell Coker, Inc.
9883 Chocolate Summit Drive
El Cajon, CA 92021

Tel. No. (619) 449-4459

Employer Representative: Tom Coker

a. Name of Employer: Pro Works Contracting, Inc.
9883 Chocolate Summit Drive
El Cajon, CA 92021

PRO WORKS CONTRACTING INC
10612 PROSPECT AVE STE 105
SANTEE, CA 92071

Business Phone Number: (760) 212-5281 and/or (619) 596-3700

Employer Representative: ANSON DAVID DEREK FROST

ATTACHMENT TO FIRST AMENDED UNFAIR LABOR PRACTICE CHARGE

Case No. 21-CA-161599

Name of Employer: Pro Works Contracting, Inc.
9883 Chocolate Summit Drive
El Cajon, CA 92021

PRO WORKS CONTRACTING INC
10612 PROSPECT AVE STE 105
SANTEE, CA 92071

Business Phone Number: (760) 212-5281 and/or (619) 596-3700

Employer Representative: ANSON DAVID DEREK FROST

139735/838652

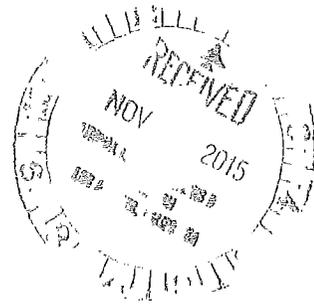
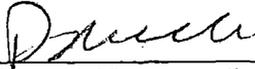


EXHIBIT 2

DO NOT WRITE IN THIS SPACE	
Case 21-CA-162578	Date Filed 10-22-15

INSTRUCTIONS:

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

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer SEE ATTACHMENT	b. Tel. No. SEE ATTACHMENT
	c. Cell No.
	f. Fax No. SEE ATTACHMENT
d. Address (Street, city, state, and ZIP code) SEE ATTACHMENT	e. Employer Representative SEE ATTACHMENT
g. e-Mail	
h. Number of workers employed 20	
i. Type of Establishment (factory, mine, wholesaler, etc.) Iron Workers Contractor	j. Identify principal product or service Iron Construction
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months the above named employer has discriminated against and harassed an employee on account of his Union and/or protected activity.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Iron Workers Local 229	
4a. Address (Street and number, city, state, and ZIP code) 5155 Mercury Point San Diego, CA 92111	4b. Tel. No. (858) 571-5238
4c. Cell No.	
4d. Fax No. (858) 571-6203	
4e. e-Mail	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	David A. Rosenfeld, Attorney (Print/Type name and title or office, if any)
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200 Alameda CA 94501	
October 22, 2015 (date)	
Tel. No. (510) 337-1001	
Office, if any, Cell No.	
Fax No. (510) 337-1023	
e-Mail	

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

PRIVACY ACT STATEMENT 1/836275

ATTACHMENT TO UNFAIR LABOR PRACTICE CHARGE

a. Name of Employer: Russell Coker, Inc.
9883 Chocolate Summit Drive
El Cajon, CA 92021

Tel. No. (619) 449-4459

Employer Representative: Tom Coker

a. Name of Employer: Pro Works Contracting, Inc.
9883 Chocolate Summit Drive
El Cajon, CA 92021

PRO WORKS CONTRACTING INC
10612 PROSPECT AVE STE 105
SANTEE, CA 92071

Business Phone Number: (760) 212-5281 and/or (619) 596-3700

Employer Representative: ANSON DAVID DEREK FROST

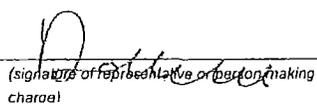
DO NOT WRITE IN THIS SPACE

Case 21-CA-162578

Date Filed
11-17-15

FIRST AMENDED

INSTRUCTIONS: File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer SEE ATTACHMENT	b. Tel. No. SEE ATTACHMENT
	c. Cell No.
	f. Fax No. SEE ATTACHMENT
d. Address (Street, city, state, and ZIP code) SEE ATTACHMENT	e. Employer Representative SEE ATTACHMENT
	g. e-Mail
	h. Number of workers employed 20
i. Type of Establishment (factory, mine, wholesaler, etc.) Iron Workers Contractor	j. Identify principal product or service Iron Construction
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (4) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
<p>Within the last six months the above named employer has discriminated against and harassed an employee on account of his Union and/or protected activity.</p> <p>Within the last six months the above named employer has harassed and discriminated against Marc Barry by assigning more onerous work duties and has laid him off. The Employer is also not complying with its obligations under prior Board Order in case 21-CA-121946.</p>	
3. Full name of party filing charge (if labor organization, give full name, including local name and number)	
Iron Workers Local 229	
4a. Address (Street and number, city, state, and ZIP code)	4b. Tel. No. (858) 571-5238
5155 Mercury Point San Diego, CA 92111	4c. Cell No.
	4d. Fax No. (858) 571-6203
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	David A. Rosenfeld, Attorney (Print name and title or office, if any)
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200 Alameda CA 94501	November 16, 2015 (date)
	Tel. No. (510) 337-1001
	Office, if any, Cell No.
	Fax No. (510) 337-1023
	e-Mail

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

PRIVACY ACT STATEMENT 139734/838647

ATTACHMENT TO FIRST AMENDED UNFAIR LABOR PRACTICE CHARGE

Case 21-CA-162578

Name of Employer: PRO WORKS CONTRACTING INC.
10612 PROSPECT AVE STE 105
SANTEE, CA 92071

Pro Works Contracting, Inc.
9883 Chocolate Summit Drive
El Cajon, CA 92021

Business Phone Number: (760) 212-5281 and/or (619) 596-3700

Employer Representative: ANSON DAVID DEREK FROST

139734/838656

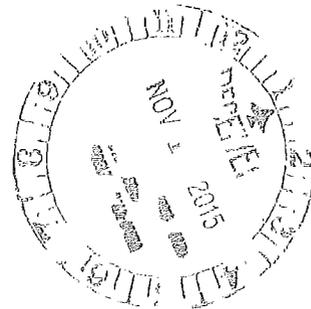


EXHIBIT 3

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

PRO WORKS CONTRACTING, INC.

and

Cases 21-CA-161599
21-CA-162578

IRON WORKERS LOCAL 229, INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS,
AFL-CIO

ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT
AND
NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 21-CA-161599 and 21-CA-162578, which are based on charges filed by Iron Workers Local 229, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO (Union), against Pro Works Contracting, Inc. (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. Sec. 151 et seq. (the Act), and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below:

1. (a) The original charge in Case 21-CA-161599 was filed by the Union on October 8, 2015, and a copy was served on Respondent by regular mail on October 8, 2015.

(b) The first amended charge in Case 21-CA-161599 was filed by the Union on November 17, 2015, and a copy was served on Respondent by regular mail on November 18, 2015.

(c) The original charge in Case 21-CA-162578 was filed by the Union on October 22, 2015, and a copy was served on Respondent by regular mail on October 23, 2015.

(d) The first amended charge in Case 21-CA-162578 was filed by the Union on November 17, 2015, and a copy was served on Respondent by regular mail on November 18, 2015.

2. (a) At all material times, Respondent, a California corporation, with an office and place of business located at 10612 Prospect Avenue, Suite 105, Santee, California, has been engaged in the business of general contracting and steel reinforcement subcontracting in the building and construction industry.

(b) During the 12-month period ending October 21, 2015, a representative period, Respondent, in conducting its operations described above in paragraph 2(a), provided services valued in excess of \$50,000 to Lusardi Construction Company (Lusardi), an enterprise within the State of California.

(c) At all material times, Lusardi, a California corporation, with an office and a place of business located at 1570 Linda Vista Drive, San Marcos, California, has been engaged in the business of general contracting in the building and construction industry.

(d) During the 12-month period ending October 21, 2015, a representative period, Lusardi, in conducting its operations described above in paragraph 2(c), purchased and received at its San Marcos, California facility goods valued in excess of \$50,000 directly from points outside the State of California.

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

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

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

Earl Register	President
Tom Coker	Superintendent/Representative
Brian Payne	Foreman
Patrick Brown	Foreman

6. About July 29, 2015, Respondent, by Earl Register, during a telephone call, interrogated an employee about the employee's union activities and support.

7. Respondent, by Brian Payne:

(a) About September 4, 2015, at Respondent's Kearny Mesa Sun Road project (Sun Road project), interrogated an employee about the employee's activities and support.

(b) About September 10, 2015, at the Sun Road project, coerced an employee by ripping up a Union representative's business card and telling an employee not to have union materials at the work place.

(c) About September 10, 2015, at the Sun Road project, directed an employee to report the union activities of other employees to Respondent.

(d) About September 10, 2015, at the Sun Road project, threatened an employee with termination because of the employee's union activities and support.

(e) About September 27, 2015, during a telephone conversation, threatened to isolate an employee by giving the employee work assignments away from others because of the employee's union activities and support.

8. Since about September 10, 2015, Respondent by Earl Register and Brian Payne, at the Sun Road project, has prohibited union activity by requiring employees who were wearing clothing with Union insignia to wear vests over such clothing.

9. (a) About September 10, 2015, Respondent assigned its employee Robert Whitman more onerous work duties (bending z-bars).

(b) From about October 15, 2015, to about October 21, 2015, Respondent assigned its employee Marc Barry more onerous work duties (punking rebar).

(c) Respondent engaged in the conduct described above in paragraphs 9(a) and 9(b) because the named employees of Respondent joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

10. By the conduct described above in paragraphs 6 through 8, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11. By the conduct described above in paragraphs 9(a) through 9(c), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act

12. The unfair labor practices of Respondent described above affect

commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 6 through 9, the General Counsel seeks an order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative (Earl Register) read the notice to the employees in English and Spanish on worktime in the presence of a Board Agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board Agent read the notice to employees in English and Spanish during worktime in the presence of Earl Register. The General Counsel further seeks an order requiring that Respondent, at its own expense, mail a copy of the notice to the employees in English and Spanish to the last known address of any employees that have been employed by Respondent at any time since July 29, 2015. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

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 consolidated complaint. The answer must be **received by this office on or before May 18, 2016, or postmarked on or before May 17, 2016**. 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 **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours

after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that 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 consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **July 25, 2016**, at 1 pm at San Diego, California, at a location to be determined later, 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. 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 Los Angeles, California, this 4th day of May, 2016.

William M. Pate, Jr.

William M. Pate, Jr., Acting Regional Director
National Labor Relations Board
Region 21
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017-5449

Attachments

FORM NLRB 4338
(6-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 21-CA-161599 and 21-CA-162578

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.

David A. Rosenfeld, Attorney at Law
Weinberg, Roger and Rosenfeld
1001 Marina Village Parkway, Suite 200
Alameda, CA 94501

Gary Lane, Office Administrator
Pro Works Contracting Inc.
10612 Prospect Avenue, Suite 105
Santee, CA 92071

Johnny Swanson, Union Representative
Iron Workers Local 229, International Association
of Bridge, Structural, Ornamental and
Reinforcing Iron Workers, AFL-CIO
5155 Mercury Point
San Diego, CA 92111

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 21

PRO WORKS CONTRACTING, INC.

and

Case 21-CA-161599; 21-CA-162578

IRON WORKERS LOCAL 229, INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON
WORKERS, AFL-CIO

**AFFIDAVIT OF SERVICE OF: Order Consolidating Cases, Consolidated Complaint
and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **May 4, 2016**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Gary Lane, Office Administrator
Pro Works Contracting Inc.
10612 Prospect Avenue, Suite 105
Santee, CA 92071

**CERTIFIED MAIL, RETURN
RECEIPT REQUESTED**

Johnny Swanson, Union Representative
Iron Workers Local 229, International
Association of Bridge, Structural, Ornamental
and Reinforcing Iron Workers, AFL-CIO
5155 Mercury Point
San Diego, CA 92111

CERTIFIED MAIL

David A. Rosenfeld, Attorney at Law
Weinberg, Roger and Rosenfeld
1001 Marina Village Parkway, Suite 200
Alameda, CA 94501

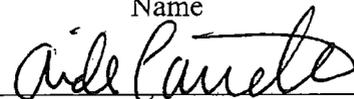
REGULAR MAIL

May 4, 2016

Date

Aide Carretero, Designated Agent of NLRB

Name



Signature

EXHIBIT 4

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

PRO WORKS CONTRACTING, INC.

Cases 21-CA-161599 and
21-CA-162578

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. Earl Register (Owner) will then sign and date those Notices and immediately post them in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, in all locations where similar notices to or information for employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

MAILING OF NOTICE — In addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice, in English and Spanish, to all current employees and all former employees employed at any time since September 1, 2015. Those Notices will be signed by Earl Register (Owner) and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

READING OF NOTICE — During the 60-day Notice Posting period, Earl Register will read the Notice to Employees (in English) to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. This reading will occur during the employees' regular work time. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Earl Register reads the Notice (in English) to employees, the NLRB Board Agent will then read the Notice (in Spanish).

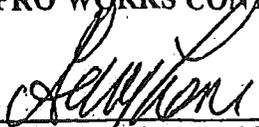
COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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

Charged Party PRO WORKS CONTRACTING, INC. 		Charging Party IRON WORKERS LOCAL 229, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO		
By:	Name and Title	Date	By: Name and Title	Date
	Gay Lane - Office Admin	5/27/14		
Recommended By:		Date	Approved By:	Date
		6/13/14	 Regional Director, Region	6/21/14

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

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

WE WILL NOT interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB

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(1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone:
Hours of Operation:

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

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

MS

EXHIBIT 5



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

July 21, 2016

DAVID ROSENFELD, ESQ.
WEINBERG, ROGER AND ROSENFELD
1001 MARINA VILLAGE PKWY STE 200
ALAMEDA, CA 94501

Re: Pro Works Contracting, INC.
Cases 21-CA-161599
21-CA-162578

Dear Mr. Rosenfeld:

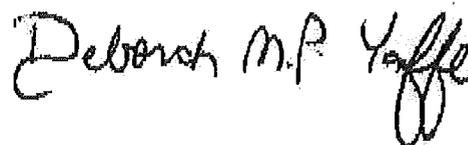
This office has carefully considered the appeal from the Regional Director's approval of a unilateral settlement agreement. We agree with the Regional Director's decision and deny the appeal substantially for the reasons in the Regional Director's letter of June 21, 2016.

Section 3(d) of the National Labor Relations Act gives the General Counsel statutory authority to issue unfair labor practice complaints and to accept settlements. We have reviewed the settlement agreement appeal and conclude that the agreement appropriately remedies the unfair labor practice violations found meritorious by the Regional Director. In this regard, the language in the Notice specifically addresses and remedies the alleged unlawful interrogations, threats, and directions to employees made by Employer agents. The language also is tailored to address and remedy the alleged unlawful assignment of more onerous work conditions to employees in retaliation for their union activities. Contrary to your contention on appeal, Board policies and procedures do not require a pre-job conference as a remedy in resolving any of the alleged conduct above.

Under these circumstances, therefore, the settlement agreement and Notice language is deemed appropriate and the appeal is denied.

Sincerely,

Richard F. Griffin, Jr.
General Counsel



By:

Deborah M.P. Yaffe, Director
Office of Appeals

cc: OLIVIA GARCIA
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS
BOARD
888 S FIGUEROA ST FL 9
LOS ANGELES, CA 90017-5449

GARY LANE
OFFICE ADMINISTRATOR
PRO WORKS CONTRACTING INC
10612 PROSPECT AVE STE 105
SANTEE, CA 92071

JOHNNY SWANSON
UNION REPRESENTATIVE
INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING
IRON WORKERS, LOCAL 229, AFL-
CIO
5155 MERCURY POINT
SAN DIEGO, CA 92111

kh

EXHIBIT 6



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
888 S Figueroa St Fl 9
Los Angeles, CA 90017-5449

Agency Website: www.nlrb.gov
Telephone: (213)894-5200
Fax: (213)894-2778

Agent's Direct Dial: (213)634-6409

August 8, 2016

GARY LANE, OFFICE ADMINISTRATOR
PRO WORKS CONTRACTING INC
10612 PROSPECT AVENUE, SUITE 105
SANTEE, CA 92071

Re: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Dear Mr. Lane:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on June 21, 2016. Because no appeal of that approval was filed, the Settlement Agreement is in effect and has been assigned to me to secure compliance. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 30 copies of the Notice to Employees. In compliance with the Agreement, a responsible official, Earl Register (Owner) of the Employer, not the Employer's attorney, will then sign and date the Notices before posting them. The Notices should be posted in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, and any other locations where notices are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days at the Employer's place of business located in Santee, California. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Mail Notice: The Agreement provides that the Charged Party, in addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to Employees in English and Spanish, to all current employees and all former employees who were employed at any time since September 1, 2015. The Notices should be signed and dated by Earl Register (Owner), a responsible official of the Employer, not the Employer's attorney. The Employer will provide the Compliance Officer with two signed and dated Notices, written confirmation of the date of actual mailing, together with a list of names and addresses of employees to whom the Notices were mailed.

Reading of the Notice: The Agreement provides that the Charged Party will hold a meeting or meetings during the 60-day Notice Posting Period, scheduled to ensure the widest possible attendance, at which Earl Register (Owner) a responsible management official of the Charged Party will read the Notice in the presence of a Board agent, to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. Please provide Compliance Officer with the proposed date(s) and time(s) the Employer wishes to conduct the meetings at which the Notice to Employees will be read.

August 8, 2016

The reading must occur prior to the completion of the 60 day notice posting period. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Owner Earl Register reads the Notice (in English) to the employees, the NLRB Board Agent will then read the Notice (in Spanish).

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by no later than August 15, 2016 **with two signed and dated original Notices.** The Certification of Compliance Part Two should be completed and returned by no later than August 15, 2016. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

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

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

Very truly yours,


SYLVIA MEZA
Compliance Officer

Enclosures

cc: (See next page.)

PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578,

- 3 -

August 8, 2016

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees – English and Spanish
Certifications of Compliances – Part One and Two

cc: JOHNNY SWANSON, UNION REPRESENTATIVE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS,
LOCAL 229, AFL-CIO
5155 MERCURY POINT
SAN DIEGO, CA 92111

Enclosures: Copy of Conformed Settlement Agreement
1-Notices to Employees – English and Spanish

DAVID ROSENFELD, ATTORNEY AT LAW
WEINBERG, ROGER AND ROSENFELD
1001 MARINA VILLAGE PARKWAY, SUITE 200
ALAMEDA, CA 94501

Enclosures: Copy of Conformed Settlement Agreement
1-Notices to Employees – English and Spanish

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

PRO WORKS CONTRACTING, INC.

Cases 21-CA-161599 and
21-CA-162578

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. Earl Register (Owner) will then sign and date those Notices and immediately post them in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, in all locations where similar notices to or information for employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

MAILING OF NOTICE — In addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice, in English and Spanish, to all current employees and all former employees employed at any time since September 1, 2015. Those Notices will be signed by Earl Register (Owner) and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

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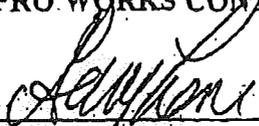
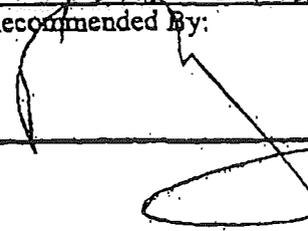
COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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

Charged Party PRO WORKS CONTRACTING, INC. 		Charging Party IRON WORKERS LOCAL 229, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO		
By:	Name and Title	Date	By: Name and Title	Date
	<i>Gay Lane - Office Admin</i>	<i>5/27/16</i>		
Recommended By:		Date	Approved By:	Date
		<i>6/13/16</i>	<i>Oleena Garcia</i> Regional Director, Region	<i>6/21/16</i>

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

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

WE WILL NOT interrogate employees about their union activities or support.

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WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB.

(1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone:
Hours of Operation:

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

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

11/14



EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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 interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La pagina electronica de red de la Junta Nacional de Relaciones del Trabajo tambien tiene informacion en español: www.nlrb.gov. [Information in Spanish is also available on the Board's website: www.nlrb.gov].

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number (866)667-NLRB (6572).



LOS EMPLEADOS



FIJADO CONFORME A UN ARREGLO APROBADO POR UN DIRECTOR REGIONAL DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

LA LEY FEDERAL LES DA EL DERECHO DE:

- Formar, afiliarse, o asistir a un sindicato;
- Elegir representantes para negociar con nosotros de su parte;
- Actuar juntos con otros empleados para su beneficio y protección;
- Elegir no participar en ningunas de estas actividades protegidas.

NOSOTROS NO haremos nada para impedirles en ejercer los derechos mencionado anteriormente.

NOSOTROS NO interrogaremos a los empleados sobre sus actividades sindicales ni sobre sus apoyos sindicales.

NOSOTROS NO, al menos exigido por un contratista general para el proyecto, exigir a nuestros empleados ponerse chalecos en los proyectos como para cubrir la insignia que traen puestos, ni informar a los empleados que se tienen que poner los chalecos para cubrir la insignia sindical.

NOSOTROS NO asignaremos a los empleados deberes de trabajo más pesados (tales como "punking" varillas de reforzamiento, o doblar varillas "z") debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO amenazaremos en aislar, en disciplinar, ni en despedir a los empleados debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO ordenaremos a los empleados que nos reporten las actividades sindicales o solidaridades sindicales de otros empleados.

NOSOTROS NO haremos en ningún modo o manera similar interferer con sus derechos según el Artículo 7 de la Ley.

PRO WORKS CONTRACTING, INC.

(Empresa)

Dated: _____ By: _____
(Representante) (Título)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La pagina electronica de red de la Junta Nacional de Relaciones del Trabajo tambien tiene informacion en español: www.nlr.gov [Information in Spanish is also available on the Board's website: www.nlr.gov]

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: www.nlr.gov y el número libre de cargo es (866) 667-NLRB (6572).

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on

(date) _____ at the following locations: (List specific places of posting)

Mailing

The signed and dated Notices to Employees in the above captioned matter was mailed on

(date) _____ to all current and former bargaining unit employees who were employed at any time since September 1, 2015. A copy of the list of names and addresses of bargaining unit employees to whom the Notices were mailed is attached.

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

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Compliance Officer, together with Two original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Notice Reading

The Notice to Employees in the above captioned matter was read on (date) _____

by _____ to all current employees in the following languages:
(Responsible official's name and title)

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

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

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

EXHIBIT 7



Shipment Receipt

Transaction Date: 08 Aug 2016

Tracking Number:

1ZA4E7030190283708

1 Address Information		
Ship To: PRO WORKS CONTRACTING INC GARY LANE, OFFICE ADMINISTRATOR 10612 PROSPECT AVENUE SUITE 105 SANTEE CA 920718500	Ship From: NLRB-CA-Barbee Mara Estudillo 888 S Figueroa ST FL 9th Los Angeles CA 90017 Telephone:213 894 5203 email:mara.estudillo@nlrb.gov	Return Address: NLRB-CA-Barbee Mara Estudillo 888 S Figueroa ST FL 9th Los Angeles CA 90017 Telephone:213 894 5203 email:mara.estudillo@nlrb.gov

2 Package Information			
Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs (1.0 lbs - billable)	UPS Letter		Department - COMPLIANCE First Initial Last Name - H.Alo Reference # 3 - 21-CA-161599&21-CA-162578

3 UPS Shipping Service and Shipping Options	
Service:	UPS Next Day Air
Guaranteed By:	10:30 AM Tuesday, Aug 9, 2016
Shipping Fees Subtotal:	27.26 USD
Transportation	26.09 USD
Fuel Surcharge	1.17 USD

4 Payment Information	
Bill Shipping Charges to:	Shipper's Account XXXXXXXXXX
Charges:	27.26 USD
A discount has been applied to the Daily rates for this shipment	
Negotiated Charges:	4.59 USD
Total Charges:	4.59 USD

Note: This document is not an invoice. Your final invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.



Proof of Delivery

Close Window

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number:	1ZA4E7030190283708
Service:	UPS NEXT DAY AIR
Delivered On:	08/10/2016 10:11 A.M.
Delivered To:	SANTEE, CA, US
Received By:	COKER
Left At:	Front Desk

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 07/14/2017 5:14 P.M. ET

EXHIBIT 8

Mackay, Robert

From: Gary Lane <proworks.gary@gmail.com>
Sent: Tuesday, August 09, 2016 8:16 AM
To: Alo, Helen; Earl Register; Earl Register
Subject: Fwd: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578
Attachments: 21-CA-161599 ET AL-Initial Compliance Packet-08-09-2016.PDF

Follow Up Flag: Follow up
Flag Status: Completed

I am no longer the contact for this matter. Please send all information to Earl Register (copied on this email).

Thanks,
Gary

----- Forwarded message -----

From: Alo, Helen <Helen.Alo@nlrb.gov>
Date: Mon, Aug 8, 2016 at 4:38 PM
Subject: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578
To: "proworks.gary@gmail.com" <proworks.gary@gmail.com>

Good Afternoon Mr. Gary Lane, Office Administrator

Attached is a copy of the Initial Compliance Letter, Copy of the Certification of Compliance Part One and Part Two, Copy of the Settlement Agreement and copies of the

English and Spanish Notice to Employees. The original notices are being mailed out today via UPS. Please provide the names, title and email-addresses of the individuals at

the Employer's facility in Santee, California so that we may e-mail the initial compliance packet to them as well.

Thank you for your attention in this matter.



Helen T. Alo – Automation Support Assistant

NLRB – Region 21 – Dockets Section

888 South Figueroa Street, 9th Floor

Los Angeles, CA 90017-5449

(as of 07/01/2016)-NEW DIRECT LINE-213-634-6419/Fax-213-894-2778

Helen.Alo@nlrb.gov

--

Gary Lane

Pro Works

10612 Prospect Ave. #105

Santee, CA 92071

(619)596-3700 - Phone

(619)596-5476 - Fax

proworks.gary@gmail.com



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
888 S Figueroa St Fl 9
Los Angeles, CA 90017-5449

Agency Website: www.nlr.gov
Telephone: (213)894-5200
Fax: (213)894-2778

Agent's Direct Dial: (213)634-6409

August 8, 2016

GARY LANE, OFFICE ADMINISTRATOR
PRO WORKS CONTRACTING INC
10612 PROSPECT AVENUE, SUITE 105
SANTEE, CA 92071

Re: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Dear Mr. Lane:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on June 21, 2016. Because no appeal of that approval was filed, the Settlement Agreement is in effect and has been assigned to me to secure compliance. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 30 copies of the Notice to Employees. In compliance with the Agreement, a responsible official, Earl Register (Owner) of the Employer, not the Employer's attorney, will then sign and date the Notices before posting them. The Notices should be posted in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, and any other locations where notices are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days at the Employer's place of business located in Santee, California. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Mail Notice: The Agreement provides that the Charged Party, in addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to Employees in English and Spanish, to all current employees and all former employees who were employed at any time since September 1, 2015. The Notices should be signed and dated by Earl Register (Owner), a responsible official of the Employer, not the Employer's attorney. The Employer will provide the Compliance Officer with two signed and dated Notices, written confirmation of the date of actual mailing, together with a list of names and addresses of employees to whom the Notices were mailed.

Reading of the Notice: The Agreement provides that the Charged Party will hold a meeting or meetings during the 60-day Notice Posting Period, scheduled to ensure the widest possible attendance, at which Earl Register (Owner) a responsible management official of the Charged Party will read the Notice in the presence of a Board agent, to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. Please provide Compliance Officer with the proposed date(s) and time(s) the Employer wishes to conduct the meetings at which the Notice to Employees will be read.

August 8, 2016

The reading must occur prior to the completion of the 60 day notice posting period. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Owner Earl Register reads the Notice (in English) to the employees, the NLRB Board Agent will then read the Notice (in Spanish).

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by no later than August 15, 2016 **with two signed and dated original Notices.** The Certification of Compliance Part Two should be completed and returned by no later than August 15, 2016. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

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

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

Very truly yours,


SYLVIA MEZA
Compliance Officer

Enclosures

cc: (See next page.)

PRO WORKS CONTRACTING, INC. - 3 -
Cases 21-CA-161599
21-CA-162578,

August 8, 2016

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees – English and Spanish
Certifications of Compliances – Part One and Two

cc: JOHNNY SWANSON, UNION REPRESENTATIVE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS,
LOCAL 229, AFL-CIO
5155 MERCURY POINT
SAN DIEGO, CA 92111

Enclosures: Copy of Conformed Settlement Agreement
1-Notices to Employees – English and Spanish

DAVID ROSENFELD, ATTORNEY AT LAW
WEINBERG, ROGER AND ROSENFELD
1001 MARINA VILLAGE PARKWAY, SUITE 200
ALAMEDA, CA 94501

Enclosures: Copy of Conformed Settlement Agreement
1-Notices to Employees – English and Spanish

SM/hta

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

PRO WORKS CONTRACTING, INC.

Cases 21-CA-161599 and
21-CA-162578

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. Earl Register (Owner) will then sign and date those Notices and immediately post them in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, in all locations where similar notices to or information for employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

MAILING OF NOTICE — In addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice, in English and Spanish, to all current employees and all former employees employed at any time since September 1, 2015. Those Notices will be signed by Earl Register (Owner) and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

READING OF NOTICE — During the 60-day Notice Posting period, Earl Register will read the Notice to Employees (in English) to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. This reading will occur during the employees' regular work time. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Earl Register reads the Notice (in English) to employees, the NLRB Board Agent will then read the Notice (in Spanish).

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

AK

AK

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

Charged Party PRO WORKS CONTRACTING, INC.		Charging Party IRON WORKERS LOCAL 229, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL, AND REINFORCING IRON WORKERS, AFL-CIO	
By: <i>[Signature]</i> Name and Title	Date	By: Name and Title	Date
<i>Gaylese - Office Admin</i>	<i>5/27/16</i>		
Recommended By:	Date	Approved By: <i>[Signature]</i>	Date
<i>[Signature]</i>	<i>6/13/16</i>	<i>Oleiver Garcia</i> Regional Director, Region	<i>6/21/16</i>

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

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

WE WILL NOT interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB

(1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone:
Hours of Operation:

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

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NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____ (Representative) (Title)

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

NATIONAL LABOR RELATIONS BOARD
888 SOUTH FIGUEROA STREET, 9TH FLOOR
LOS ANGELES, CA 90017
TELEPHONE: (213) 634-6409
HOURS OF OPERATION: 8:30 a.m. to 5:00 p.m.



AVISO A LOS EMPLEADOS



FIJADO CONFORME A UN ARREGLO APROBADO POR UN DIRECTOR REGIONAL DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO

UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

LA LEY FEDERAL LES DA EL DERECHO DE:

- Formar, afiliarse, o asistir a un sindicato;
- Elegir representantes para negociar con nosotros de su parte;
- Actuar juntos con otros empleados para su beneficio y protección;
- Elegir no participar en ninguna de estas actividades protegidas.

NOSOTROS NO haremos nada para impedirles en ejercer los derechos mencionado anteriormente.

NOSOTROS NO interrogaremos a los empleados sobre sus actividades sindicales ni sobre sus apoyos sindicales.

NOSOTROS NO, al menos exigido por un contratista general para el proyecto, exigir a nuestros empleados ponerse chalecos en los proyectos como para cubrir la insignia que traen puestos, ni informar a los empleados que se tienen que poner los chalecos para cubrir la insignia sindical.

NOSOTROS NO asignaremos a los empleados deberes de trabajo más pesados (tales como "punking" varillas de reforzamiento, o doblar varillas "z") debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO amenazaremos en aislar, en disciplinar, ni en despedir a los empleados debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO ordenaremos a los empleados que nos reporten las actividades sindicales o solidaridades sindicales de otros empleados.

NOSOTROS NO haremos en ningún modo o manera similar interferir con sus derechos según el Artículo 7 de la Ley.

PRO WORKS CONTRACTING, INC.

(Empresa)

Dated: _____ By: _____
(Representante) (Título)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La página electrónica de red de la Junta Nacional de Relaciones del Trabajo también tiene información en español: www.nlr.gov [Information in Spanish is also available on the Board's website: www.nlr.gov]

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: www.nlr.gov y el número libre de cargo es (866) 667-NLRB (6572).

ESTE ES UN AVISO OFICIAL Y NO DEBE SER MUTILADO POR NADIE

Este aviso debe permanecer fijado durante 60 días consecutivos a partir de la fecha en que sea fijado y no debe ser alterado, mutilado, o cubierto por ningún otro material. Cualesquiera preguntas con relación a este aviso o el cumplimiento con las disposiciones del mismo pueden ser dirigidas a la Oficina de la Junta,

NATIONAL LABOR RELATIONS BOARD
448 SOUTH FIGUEROA STREET, 9TH FLOOR
LOS ANGELES, CA 90017
TELEPHONE: (213) 634-6409
HOURS OF OPERATION: 8:30 a.m. to 5:00 p.m.

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on
(date) _____ at the following locations: (List specific places of posting)

Mailing

The signed and dated Notices to Employees in the above captioned matter was mailed on
(date) _____ to all current and former bargaining unit employees who were employed at
any time since September 1, 2015. A copy of the list of names and addresses of bargaining unit
employees to whom the Notices were mailed is attached.

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

CHARGED PARTY/RESPONDENT

By: _____
Title: _____
Date: _____

This form should be returned to the Compliance Officer, together with Two original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Notice Reading

The Notice to Employees in the above captioned matter was read on (date) _____

by _____ to all current employees in the following languages:
(Responsible official's name and title)

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

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

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

EXHIBIT 9

Mackay, Robert

From: Alo, Helen
Sent: Tuesday, August 09, 2016 9:07 AM
To: proworkscontracting.earl@gmail.com
Cc: Meza, Sylvia
Subject: FW: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578
Attachments: 21-CA-161599 ET AL-Initial Compliance Packet-08-09-2016.PDF

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

Tracking:	Recipient	Read
	proworkscontracting.earl@gmail.com	
	Meza, Sylvia	Read: 8/9/2016 9:13 AM



**HELEN T. ALO – AUTOMATION SUPPORT ASSISTANT
NLRB – REGION 21 – DOCKETS SECTION
888 SOUTH FIGUEROA STREET, 9TH FLOOR
LOS ANGELES, CA 90017-5449
(AS OF 07/01/2016)-NEW DIRECT LINE-213-634-6419/FAX-213-894-2778
HELEN.ALO@NLRB.GOV**

***Good
Morning
Mr.
Register,***

***Attached
is a copy***

of the Initial Compliance Letter, Copy of the Certification of Compliance Part One and Part Two, Copy of the Settlement Agreement and copies of the English and Spanish Notice to Employees. The original notices were mailed to the Employer yesterday, to Gary Lane, August 8, 2016, via UPS. Please provide the names, titles and addresses of the s at the Employer's facility so that we may mail the initial compliance packet to them as well.

If you have any further questions, please to contact Sylvia Meza, Compliance Officer at (213) 634-6409.

Thank you

From: Gary Lane [mailto:proworks.gary@gmail.com]
Sent: Tuesday, August 09, 2016 8:16 AM
To: Alo, Helen ; Earl Register ; Earl Register
Subject: Fwd: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578

I am no longer the contact for this matter. Please send all information to Earl Register (copied on this email).

Thanks,
Gary

----- Forwarded message -----

From: **Alo, Helen** <Helen.Alo@nlrb.gov>

Date: Mon, Aug 8, 2016 at 4:38 PM

Subject: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578

To: "proworks.gary@gmail.com" <proworks.gary@gmail.com>

Good Afternoon Mr. Gary Lane, Office Administrator

Attached is a copy of the Initial Compliance Letter, Copy of the Certification of Compliance Part One and Part Two, Copy of the Settlement Agreement and copies of the

English and Spanish Notice to Employees. The original notices are being mailed out today via UPS. Please provide the names, title and email-addresses of the individuals at

the Employer's facility in Santee, California so that we may e-mail the initial compliance packet to them as well.

Thank you for your attention in this matter.



HELEN T. ALO – AUTOMATION SUPPORT ASSISTANT

NLRB – REGION 21 – DOCKETS SECTION

888 SOUTH FIGUEROA STREET, 9TH FLOOR

LOS ANGELES, CA 90017-5449

(AS OF 07/01/2016)-NEW DIRECT LINE-213-634-6419/FAX-213-894-2778

HELEN.ALO@NLRB.GOV

--

Gary Lane

Pro Works

10612 Prospect Ave. #105

Santee, CA 92071

(619)596-3700 - Phone

(619)596-5476 - Fax

proworks.gary@gmail.com



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
888 S Figueroa St Fl 9
Los Angeles, CA 90017-5449

Agency Website: www.nlrb.gov
Telephone: (213)894-5200
Fax: (213)894-2778

Agent's Direct Dial: (213)634-6409

August 8, 2016

GARY LANE, OFFICE ADMINISTRATOR
PRO WORKS CONTRACTING INC
10612 PROSPECT AVENUE, SUITE 105
SANTEE, CA 92071

Re: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Dear Mr. Lane:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on June 21, 2016. Because no appeal of that approval was filed, the Settlement Agreement is in effect and has been assigned to me to secure compliance. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 30 copies of the Notice to Employees. In compliance with the Agreement, a responsible official, Earl Register (Owner) of the Employer, not the Employer's attorney, will then sign and date the Notices before posting them. The Notices should be posted in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, and any other locations where notices are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days at the Employer's place of business located in Santee, California. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Mail Notice: The Agreement provides that the Charged Party, in addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to Employees in English and Spanish, to all current employees and all former employees who were employed at any time since September 1, 2015. The Notices should be signed and dated by Earl Register (Owner), a responsible official of the Employer, not the Employer's attorney. The Employer will provide the Compliance Officer with two signed and dated Notices, written confirmation of the date of actual mailing, together with a list of names and addresses of employees to whom the Notices were mailed.

Reading of the Notice: The Agreement provides that the Charged Party will hold a meeting or meetings during the 60-day Notice Posting Period, scheduled to ensure the widest possible attendance, at which Earl Register (Owner) a responsible management official of the Charged Party will read the Notice in the presence of a Board agent, to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. Please provide Compliance Officer with the proposed date(s) and time(s) the Employer wishes to conduct the meetings at which the Notice to Employees will be read.

August 8, 2016

The reading must occur prior to the completion of the 60 day notice posting period. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Owner Earl Register reads the Notice (in English) to the employees, the NLRB Board Agent will then read the Notice (in Spanish).

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by no later than August 15, 2016 **with two signed and dated original Notices.** The Certification of Compliance Part Two should be completed and returned by no later than August 15, 2016. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

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

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

Very truly yours,


SYLVIA MEZA
Compliance Officer

Enclosures

cc: (See next page.)

PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578,

- 3 -

August 8, 2016

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees – English and Spanish
Certifications of Compliances – Part One and Two

cc: JOHNNY SWANSON, UNION REPRESENTATIVE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS,
LOCAL 229, AFL-CIO
5155 MERCURY POINT
SAN DIEGO, CA 92111

Enclosures: Copy of Conformed Settlement Agreement
1-Notices to Employees – English and Spanish

DAVID ROSENFELD, ATTORNEY AT LAW
WEINBERG, ROGER AND ROSENFELD
1001 MARINA VILLAGE PARKWAY, SUITE 200
ALAMEDA, CA 94501

Enclosures: Copy of Conformed Settlement Agreement
1-Notices to Employees – English and Spanish

SM/hta

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

PRO WORKS CONTRACTING, INC.

Cases 21-CA-161599 and
21-CA-162578

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. Earl Register (Owner) will then sign and date those Notices and immediately post them in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, in all locations where similar notices to or information for employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

MAILING OF NOTICE — In addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice, in English and Spanish, to all current employees and all former employees employed at any time since September 1, 2015. Those Notices will be signed by Earl Register (Owner) and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

READING OF NOTICE — During the 60-day Notice Posting period, Earl Register will read the Notice to Employees (in English) to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. This reading will occur during the employees' regular work time. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Earl Register reads the Notice (in English) to employees, the NLRB Board Agent will then read the Notice (in Spanish).

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

AR

AR

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

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

Yes No

 Initials Initials

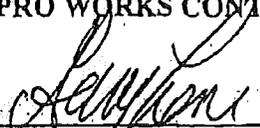
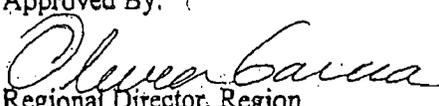
PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Consolidated Complaint (Complaint) previously issued on May 4, 2016, in the instant cases. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

ML

ML

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

Charged Party PRO WORKS CONTRACTING, INC. 		Charging Party IRON WORKERS LOCAL 229, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO		
By:	Name and Title	Date	By: Name and Title	Date
	Guy Lase - Office Admin	5/27/16		
Recommended By:		Date	Approved By:	Date
		6/13/16	 Regional Director, Region	6/21/16

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

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

WE WILL NOT interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB.

(1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone:
Hours of Operation:

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

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

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NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La pagina electronica de red de la Junta Nacional de Relaciones del Trabajo tambien tiene informacion en español: www.nlr.gov [Information in Spanish is also available on the Board's website: www.nlr.gov];

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866)667-NLRB (6572).

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NATIONAL LABOR RELATIONS BOARD
111 SOUTH FIGUEROA STREET, 9TH FLOOR
LOS ANGELES, CA 90017
TELEPHONE: (213) 634-6409
HOURS OF OPERATION: 8:30 a.m. to 5:00 p.m.



AVISO A LOS EMPLEADOS



FIJADO CONFORME A UN ARREGLO APROBADO POR UN DIRECTOR REGIONAL DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO

UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

LA LEY FEDERAL LES DA EL DERECHO DE:

- Formar, afiliarse, o asistir a un sindicato;
- Elegir representantes para negociar con nosotros de su parte;
- Actuar juntos con otros empleados para su beneficio y protección;
- Elegir no participar en ninguna de estas actividades protegidas.

NOSOTROS NO haremos nada para impedirles en ejercer los derechos mencionado anteriormente.

NOSOTROS NO interrogaremos a los empleados sobre sus actividades sindicales ni sobre sus apoyos sindicales.

NOSOTROS NO, al menos exigido por un contratista general para el proyecto, exigir a nuestros empleados ponerse chalecos en los proyectos como para cubrir la insignia que traen puestos, ni informar a los empleados que se tienen que poner los chalecos para cubrir la insignia sindical.

NOSOTROS NO asignaremos a los empleados deberes de trabajo más pesados (tales como "punking" varillas de reforzamiento, o doblar varillas "z") debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO amenazaremos en aislar, en disciplinar, ni en despedir a los empleados debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO ordenaremos a los empleados que nos reporten las actividades sindicales o solidaridades sindicales de otros empleados.

NOSOTROS NO haremos en ningún modo o manera similar interferir con sus derechos según el Artículo 7 de la Ley.

PRO WORKS CONTRACTING, INC.

(Empresa)

Dated: _____ By: _____
(Representante) (Titulo)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La página electrónica de red de la Junta Nacional de Relaciones del Trabajo también tiene información en español: www.nlr.gov [Information in Spanish is also available on the Board's website: www.nlr.gov]

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NATIONAL LABOR RELATIONS BOARD
488 SOUTH FIGUEROA STREET, 9TH FLOOR
LOS ANGELES, CA 90017
TELEPHONE: (213) 634-6409
HOURS OF OPERATION: 8:30 a.m. to 5:00 p.m.

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on
(date) _____ at the following locations: (List specific places of posting)

Mailing

The signed and dated Notices to Employees in the above captioned matter was mailed on
(date) _____ to all current and former bargaining unit employees who were employed at
any time since September 1, 2015. A copy of the list of names and addresses of bargaining unit
employees to whom the Notices were mailed is attached.

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

CHARGED PARTY/RESPONDENT

By: _____
Title: _____
Date: _____

This form should be returned to the Compliance Officer, together with Two original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Notice Reading

The Notice to Employees in the above captioned matter was read on (date) _____

by _____ to all current employees in the following languages:
(Responsible official's name and title)

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

CHARGED PARTY/RESPONDENT

By: _____
Title: _____
Date: _____

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

EXHIBIT 10

Meza, Sylvia

From: Alo, Helen
Sent: Friday, July 14, 2017 9:31 AM
To: Meza, Sylvia
Subject: FW: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578
Attachments: 21-CA-161599 ET AL-Initial Compliance Packet-08-09-2016.PDF

Importance: High



**HELEN T. ALO – AUTOMATION SUPPORT ASSISTANT
NLRB – REGION 21 – DOCKETS SECTION
888 SOUTH FIGUEROA STREET, 9TH FLOOR
LOS ANGELES, CA 90017-5449
(AS OF 07/01/2016)-NEW DIRECT LINE-213-634-6419 / FAX-213-894-2778
HELEN.ALO@NLRB.GOV**

*Per your
request*

From: Alo, Helen
Sent: Tuesday, August 09, 2016 9:07 AM
To: proworkscontracting.earl@gmail.com
Cc: Meza, Sylvia <Sylvia.Meza@nlrb.gov>
Subject: FW: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578
Importance: High

Good Morning Mr. Register,

Attached is a copy of the Initial Compliance Letter, Copy of the Certification of Compliance Part One and Part Two, Copy of the Settlement Agreement and copies of the English and Spanish Notice to Employees. The original notices were mailed to the Employer yesterday, to Gary Lane, August 8, 2016, via UPS. Please provide the names, titles and addresses of the s at the Employer's facility so that we may mail the initial compliance packet to them as well.

If you have any further questions, please to contact Sylvia Meza, Compliance Officer at (213) 634-6409.

Thank you

From: Gary Lane [mailto:proworks.gary@gmail.com]
Sent: Tuesday, August 09, 2016 8:16 AM
To: Alo, Helen <Helen.Alo@nlrb.gov>; Earl Register <proworkscontracting@gmail.com>; Earl Register <proworkscontracting.earl@gmail.com>
Subject: Fwd: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578

I am no longer the contact for this matter. Please send all information to Earl Register (copied on this email).

Thanks,
Gary

----- Forwarded message -----

From: **Alo, Helen** <Helen.Alo@nlrb.gov>
Date: Mon, Aug 8, 2016 at 4:38 PM.
Subject: FW: PRO WORKS CONTRACTING, INC. - Cases 21-CA-161599 and 21-CA-162578
To: "proworks.gary@gmail.com" <proworks.gary@gmail.com>

Good Afternoon Mr. Gary Lane, Office Administrator

Attached is a copy of the Initial Compliance Letter, Copy of the Certification of Compliance Part One and Part Two, Copy of the Settlement Agreement and copies of the

English and Spanish Notice to Employees. The original notices are being mailed out today via UPS. Please provide the names, title and email-addresses of the individuals at

the Employer's facility in Santee, California so that we may e-mail the initial compliance packet to them as well.

Thank you for your attention in this matter.



HELEN T. ALO – AUTOMATION SUPPORT ASSISTANT

NLRB – REGION 21 – DOCKETS SECTION

888 SOUTH FIGUEROA STREET, 9TH FLOOR

LOS ANGELES, CA 90017-5449

(AS OF 07/01/2016)-NEW DIRECT LINE-213-634-6419/FAX-213-894-2778

HELEN.ALO@NLRB.GOV

Gary Lane

Pro Works

10612 Prospect Ave. #105

Santee, CA 92071

(619)596-3700 - Phone

(619)596-5476 - Fax

proworks.gary@gmail.com

EXHIBIT 11

Meza, Sylvia

From: Martinez, Neri
Sent: Thursday, January 19, 2017 3:33 PM
To: proworks.gary@gmail.com
Cc: Meza, Sylvia
Subject: 21-CA-161599 and 21-CA-162578 - Pro Works Contracting, Inc.
Attachments: 21-CA-161599 and 21-CA-162578 - Certification of Compliance (part one and two).pdf; 21-CA-161599 and 21-CA-162578 - Pro Works Contracting, Inc. - Initial Compliance.letter.pdf

Dear Mr. Lane,

I write to follow-up regarding Pro Works Contracting, Inc. Cases No 21-CA-161599 and 21-CA-162578. To satisfy the conditions of the underlying Settlement Agreement, the Employer must provide the Region with a signed and dated Certificate of Posting, a signed and dated Notice to Employees both in English and Spanish, and written confirmation of the date of mailing of the Notice along with a list of names and addresses of employees to whom the Notices were mailed. To date, the Region has not received these documents from the Employer, despite the Region's prior request for said documents. Please submit the completed documents by no later than, **Thursday, January 24, 2017**, via email.

In addition, the Employer needs to schedule and conduct the notice reading pursuant to the Settlement Agreement in these cases. Please note that the notice reading needs to be completed by **January 31, 2017**. Please note that the failure to provide the requested outstanding compliance documents and to conduct the notice reading by the specified deadline may be considered a breach of the Settlement Agreement. Attached is a blank Certification of Compliance (part one and two) forms for your convenience and a copy of the initial compliance packet that was mailed on August 8, 2016. Please submit the completed Certification of Compliance part two via email by **Friday, February 3, 2017**.

Thank you,

Neri Martinez
Compliance Assistant
NLRB, Region 21

Meza, Sylvia

From: Martinez, Neri
Sent: Monday, February 06, 2017 2:27 PM
To: proworks.gary@gmail.com
Cc: Meza, Sylvia
Subject: FW: 21-CA-161599 and 21-CA-162578 - Pro Works Contracting, Inc.

Dear Mr. Lane,

I write to follow-up regarding Pro Works Contracting, Inc. Cases 21-CA-161599 and 21-CA-162578. To satisfy the conditions of the underlying Settlement Agreement, the Respondent must provide the Region with a signed and dated Certificate of Posting and a signed and dated Notice to Employees both in English and Spanish. To date, the Region has not received these documents from the Employer, despite the Region's prior requests for said documents. Please submit the completed documents by no later than Friday, **February 10, 2017**, via email.

In addition, the Employer needs to schedule and conduct the notice reading pursuant to the Settlement Agreement in these cases. Please note that the notice reading needs to be completed by **February 22, 2017**. Please note that the failure to provide the requested outstanding compliance documents and to conduct the notice reading by specified deadline may be considered a breach of the Settlement Agreement. Finally, please note that the Region has previously requested these documents from the Employer on **September 7, 2016 and January 19, 2017**.

Thank you,

Neri Martinez
Compliance Assistant
NLRB, Region 21

Meza, Sylvia

From: Martinez, Neri
Sent: Thursday, February 16, 2017 10:58 AM
To: proworks.gary@gmail.com
Cc: Meza, Sylvia
Subject: FW: 21-CA-161599 and 21-CA-162578 - Pro Works Contracting, Inc.

Dear Mr. Lane,

I write to follow-up regarding Pro Works Contracting, Inc. Cases 21-CA-161599 and 21-CA-162578. To satisfy the conditions of the underlying Settlement Agreement, the Respondent must provide the Region with a signed and dated Certificate of Posting and a signed and dated Notice to Employees both in English and Spanish. To date, the Region has not received these documents from the Employer, despite the Region's prior requests for said documents. Please submit the completed documents by no later than Friday, **February 24, 2017**, via email.

In addition, the Employer needs to schedule and conduct the notice reading pursuant to the Settlement Agreement in these cases. Please note that the notice reading needs to be completed by **February 22, 2017**. Please note that the failure to provide the requested outstanding compliance documents and to conduct the notice reading by specified deadline may be considered a breach of the Settlement Agreement. Finally, please note that the Region has previously requested these documents from the Employer on **September 7, 2016, January 19, 2017 and February 10, 2017**.

Thank you,

Neri Martinez
Compliance Assistant
NLRB, Region 21

From: Martinez, Neri
Sent: Monday, February 06, 2017 2:29 PM
To: 'proworks.gary@gmail.com' <proworks.gary@gmail.com>
Cc: Meza, Sylvia <Sylvia.Meza@nlrb.gov>
Subject: FW: 21-CA-161599 and 21-CA-162578 - Pro Works Contracting, Inc.

Dear Mr. Lane,

I write to follow-up regarding Pro Works Contracting, Inc. Cases 21-CA-161599 and 21-CA-162578. To satisfy the conditions of the underlying Settlement Agreement, the Respondent must provide the Region with a

signed and dated Certificate of Posting and a signed and dated Notice to Employees both in English and Spanish. To date, the Region has not received these documents from the Employer, despite the Region's prior requests for said documents. Please submit the completed documents by no later than Friday, **February 10, 2017**, via email.

In addition, the Employer needs to schedule and conduct the notice reading pursuant to the Settlement Agreement in these cases. Please note that the notice reading needs to be completed by **February 22, 2017**. Please note that the failure to provide the requested outstanding compliance documents and to conduct the notice reading by specified deadline may be considered a breach of the Settlement Agreement. Finally, please note that the Region has previously requested these documents from the Employer on **September 7, 2016 and January 19, 2017**.

Thank you,

Neri Martinez
Compliance Assistant
NLRB, Region 21

EXHIBIT 12

Meza, Sylvia

From: Martinez, Neri
Sent: Thursday, April 06, 2017 5:42 PM
To: proworks.gary@gmail.com; proworkscontracting@gmail.com
Cc: Meza, Sylvia
Subject: 21-CA-161599 and 21-CA-162578
Attachments: 21-CA-161599 and 21-CA-162578 - 14 DAY DEFAULT LETTER.pdf; 21-CA-161599 and 21-CA-162578 - 2nd letter Soliciting Compliance.pdf

Gentlemen,

Attached please find a default letter and the initial compliance letter in the above captioned cases.

Thank you,

Neri Martinez
Compliance Assistant
NLRB, Region 21



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
888 S Figueroa Street, 9th Floor
Los Angeles, CA 90017-5449

Agency Website: www.nlr.gov
Telephone: (213)894-5200
Fax: (213)894-2778

April 6, 2017

EARL REGISTER, OFFICE ADMINISTRATOR
PRO WORKS CONTRACTING INC.
10612 PROSPECT AVE, SUITE 105
SANTEE, CA 92071

Re: PRO WORKS CONTRACTING, INC.
Case 21-CA-161599
21-CA-162578

Dear Mr. Register:

Pursuant to the Settlement Agreement approved on June 21, 2016, by former Regional Director Olivia Garcia, I hereby notify you that you are in default of its terms by failing to post the Notice to Employees at the Employer's facilities, by failing to mail the Notice to Employees to current and former employees employed at any time since September 1, 2015, and by failing to Read the Notice to current employees convened at 10612 Prospect Avenue, Suite 105, Santee, California. Please be further advised that Respondent has 14 days from receipt of this notification to comply with the terms of the Settlement Agreement. Failure to comply may result in the initiation of enforcement proceedings against the Respondent.

In an effort to resolve this matter as expeditiously as possible, the Region has provided the Respondent with a second initial compliance packet. Please submit the Certification of Compliance Part One to the Region by no later than Tuesday, April 13, 2017, with one signed and dated original Notice. Furthermore, please contact Compliance Officer, Sylvia Meza at 213-634-6409 or at sylvia.meza@nlrb.gov to schedule the meeting or meetings for the Notice Reading.

Very truly yours,

William B. Cowen
Regional Director

Enclosures



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGIÓN 21
888 S Figueroa Street, 9th Floor
Los Angeles, CA 90017-5449
Telephone: (213) 634-6409

Agency Website: www.nlrb.gov
Teléfono: (213) 894-5200
Fax: (213) 894-2778

April 6, 2017

EARL REGISTER, PRESIDENT
GARY LANE, OFFICE ADMINISTRATOR
PRO WORKS CONTRACTING INC
10612 PROSPECT AVENUE, SUITE 105
SANTEE, CA 92071

Re: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Gentlemen:

Enclosed is a conformed copy of the Settlement Agreement that the Regional Director unilaterally approved in this case. On July 21, 2016, the General Counsel denied the Charging Party's appeal of that approval. The Settlement Agreement is now in effect and this case is now assigned to me to secure compliance. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 15 copies of the Notice to Employees. In compliance with the Agreement, Earl Register (Owner) must sign and date the Notices before posting them. The Notices should be posted in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, and any other locations where notices to employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days at the Employer's place of business located in Santee, California. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Mail Notice: The Agreement provides that the Charged Party, in addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to Employees in English and Spanish, to all current employees and all former employees who were employed at any time since September 1, 2015. The Notices should be signed and dated by Earl Register (Owner). The Employer will provide the Compliance Officer with two signed and dated Notices, written confirmation of the date of actual mailing, together with a list of names and addresses of employees to whom the Notices were mailed.

Reading of the Notice: The Agreement provides that the Charged Party will hold a meeting or meetings during the 60-day Notice Posting Period, scheduled to ensure the widest possible attendance, at which Earl Register (Owner) will read the Notice in the presence of a Board agent, to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. Please provide Compliance Officer with the proposed date(s) and time(s) the Employer wishes to conduct the meetings at which the Notice to Employees will be read.

April 6, 2017

The reading must occur prior to the completion of the 60 day notice posting period. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The date of the scheduled reading must be approved by the Regional Director of Region 21.

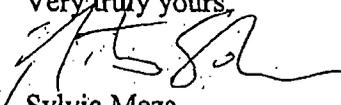
Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Owner Earl Register reads the Notice (in English) to the employees, the NLRB Board Agent will then read the Notice (in Spanish).

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by no later than April 13, 2017, with **two signed and dated original Notices**. The Certification of Compliance Part Two should be completed and returned once the Notice Reading is conducted. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

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

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

Very truly yours,

for Sylvia Meza
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees – English and Spanish
Certifications of Compliances – Part One and Two

cc: (Please see next page.)

SM/nm

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

PRO WORKS CONTRACTING, INC.

Cases 21-CA-161599 and
21-CA-162578

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. Earl Register (Owner) will then sign and date those Notices and immediately post them in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, in all locations where similar notices to or information for employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

MAILING OF NOTICE — In addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice, in English and Spanish, to all current employees and all former employees employed at any time since September 1, 2015. Those Notices will be signed by Earl Register (Owner) and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

READING OF NOTICE — During the 60-day Notice Posting period, Earl Register will read the Notice to Employees (in English) to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. This reading will occur during the employees' regular work time. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Earl Register reads the Notice (in English) to employees, the NLRB Board Agent will then read the Notice (in Spanish).

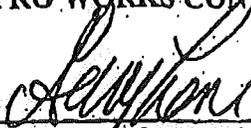
COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

AK

AK

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

Charged Party PRO WORKS CONTRACTING, INC. 		Charging Party IRON WORKERS LOCAL 229, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO		
By:	Name and Title	Date	By: Name and Title	Date
	Gayle - Office Admin	5/27/16		
Recommended By:		Date	Approved By:	Date
		6/13/16	 Regional Director, Region	6/21/16

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

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

WE WILL NOT interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB

M



EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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 interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La pagina electronica de red de la Junta Nacional de Relaciones del Trabajo tambien tiene informacion en espaiol: www.nlr.gov [Information in Spanish is also available on the Board's website: www.nlr.gov]

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866)667-NLRB (6572).



LOS EMPLEADOS



FIJADO CONFORME A UN ARREGLO APROBADO POR UN DIRECTOR REGIONAL DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO

UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

LA LEY FEDERAL LES DA EL DERECHO DE:

- Formar, afiliarse, o asistir a un sindicato;
- Elegir representantes para negociar con nosotros de su parte;
- Actuar juntos con otros empleados para su beneficio y protección;
- Elegir no participar en ningunas de estas actividades protegidas.

NOSOTROS NO haremos nada para impedirles en ejercer los derechos mencionado anteriormente.

NOSOTROS NO interrogaremos a los empleados sobre sus actividades sindicales ni sobre sus apoyos sindicales.

NOSOTROS NO, al menos exigido por un contratista general para el proyecto, exigir a nuestros empleados ponerse chalecos en los proyectos como para cubrir la insignia que traen puestos, ni informar a los empleados que se tienen que poner los chalecos para cubrir la insignia sindical.

NOSOTROS NO asignaremos a los empleados deberes de trabajo más pesados (tales como "punking" varillas de reforzamiento, o doblar varillas "z") debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO amenazaremos en aislar, en disciplinar, ni en despedir a los empleados debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO ordenaremos a los empleados que nos reporten las actividades sindicales o solidaridades sindicales de otros empleados.

NOSOTROS NO haremos en ningún modo o manera similar interferer con sus derechos según el Artículo 7 de la Ley.

PRO WORKS CONTRACTING, INC.

(Empresa)

Dated: _____ By: _____
(Representante) (Título)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La pagina electronica de red de la Junta Nacional de Relaciones del Trabajo tambien tiene informacion en español: www.nlr.gov [Information in Spanish is also available on the Board's website: www.nlr.gov]

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: www.nlr.gov y el número libre de cargo es (866) 667-NLRB (6572).

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on
(date) _____ at the following locations: (List specific places of posting)

Mailing

The signed and dated Notices to Employees in the above captioned matter was mailed on
(date) _____ to all current and former bargaining unit employees who were employed at
any time since September 1, 2015. A copy of the list of names and addresses of bargaining unit
employees to whom the Notices were mailed is attached.

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

CHARGED PARTY/RESPONDENT

By: _____
Title: _____
Date: _____

This form should be returned to the Compliance Officer, together with Two original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Notice Reading

The Notice to Employees in the above captioned matter was read on (date) _____

by _____ to all current employees in the following languages:
(Responsible official's name and title)

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

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

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

EXHIBIT 13

UPS CampusShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers with a Daily Pickup
 Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup

Take your package to any location of The UPS Store®, UPS Access Point™ location, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services™ (SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.

Hand the package to any UPS driver in your area.

UPS Access Point™
THE UPS STORE

UPS Access Point™
BOOST MOBILE 7TH STREET

UPS Access Point™
BIXEL LIQUOR AND
CONVENIENCE

645 W 9TH ST
LOS ANGELES, CA 90015

140 W 7TH ST
LOS ANGELES, CA 90014

467 S BIXEL ST
LOS ANGELES, CA 90017

FOLD HERE

1.0 LBS LTR 1 OF 1

MARKA ESTUDILLO
213 894 5203
NLRB-CA-BARBEE
888 S FIGUEROA ST
LOS ANGELES CA 90017

SHIP TO:
EARL REGISTER
PRO WORKS CONTRACTING, INC
SUITE 105
10612 PROSPECT AVENUE
SANTEE CA 92701

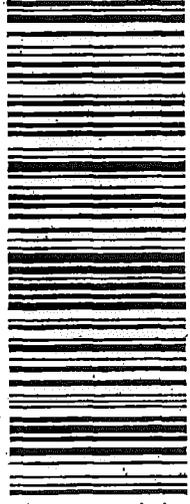
CA 927 9-08



1

UPS NEXT DAY AIR

TRACKING #: 1Z A4E 703 01 9466 0267



BILLING: P/P

Department: Compliance
First Initial Last Name: N. Martinez
CS 19.1.20. WNMV50 84.DA 07/2017



QUICK START

[Home \(/us/en/Home.page?\)](#) > [Tracking \(/us/en/services/tracking.page?\)](#) > Track & Tracking History

Tracking

Tracking Number

Track

[Log in to save this information to your recently tracked shipments.](#)

New to UPS? [Sign up](#)

1ZA4E7030194660267

Alternate Tracking Number

[1ZA4E7031294660264](#)
[\(/WebTracking/processAltInputRequest?loc=en_US®=alttrk&tracknum=1ZA4E7031294660264&r=282\)](#)

Returned

Returning to Sender

Scheduled Delivery:

Scheduled delivery information is not available at this time. Please check back later.

[Notify me with Updates](#)

[Change Delivery](#)

What time will your package be delivered to your home? Get FREE estimated Delivery Windows on most UPS packages.

[Continue](#)

[I am already a UPS My Choice® Member](#)

Shipment Progress
[Wh](#)

	04/11/2017	5:45 P.M.	The receiver does not want the product and refused the delivery. / Alternate Tracking Number 1ZA4E7031294660264(/WebTracking/processAltInputRequest?loc=
San Diego, CA, United States	04/11/2017	10:04 A.M.	The receiver does not want the product and refused the delivery.
	04/11/2017	6:17 A.M.	Destination Scan
	04/11/2017	3:31 A.M.	Arrival Scan
Anaheim, CA, United States	04/11/2017	12:50 A.M.	Departure Scan
Anaheim, CA, United States	04/10/2017	8:30 A.M.	The postal code for the receiver is incorrect. We are attempting to
	04/10/2017	4:26 A.M.	Arrival Scan
Ontario, CA, United States	04/10/2017	3:37 A.M.	Departure Scan
Ontario, CA, United States	04/07/2017	10:33 P.M.	Arrival Scan
Los Angeles, CA, United States	04/07/2017	9:30 P.M.	Departure Scan
	04/07/2017	7:39 P.M.	Origin Scan
	04/07/2017	4:51 P.M.	Pickup Scan
Los Angeles, CA, United States	04/06/2017	5:13 P.M.	The shipment has been dropped off and is now at The UPS Store®
United States	04/06/2017	8:01 P.M. (ET)	Order Processed: Ready for UPS

Additional Information

Shipment Category: Package
 Shipped/Billed On: 04/06/2017
 Weight: 1.00 lb



Customer Service

Connect with Us

Other UPS Sites

Company Info

This Site

Legal

Copyright ©1994- 2017 United Parcel Service of America, Inc. All rights reserved.

Tracking Number

Track

LOG IN to save this information to your recently tracked shipments.

Other Tracking Options

New to UPS? [Sign up](#)

1ZA4E7030194660267

Print Help

Updated: 07/25/2017 10:10 A.M. Eastern Time

Alternate Tracking Number

1ZA4E7031294660264

Returned

Returning to Sender

Scheduled Delivery:
Scheduled delivery information is not available at this time. Please check back later.

What time will your package be delivered to your home? Get FREE estimated Delivery Windows on most UPS packages.

[Continue](#)

[Notify me with Updates](#)

[Change Delivery](#)

[I am already a UPS My ChoiceSM Member](#)

Need more information?

[Get Help](#)

Shipping Information

To:
LOS ANGELES, CA US

Service

[UPS Next Day AirSM](#)

Shipment Progress

[What's This?](#)

LOCATION	DATE	LOCAL TIME	ACTIVITY
	04/11/2017	5:45 P.M.	The receiver does not want the product and refused the delivery. / The package will be returned to the sender. Alternate Tracking Number 1ZA4E7031294660264
San Diego, CA, United States	04/11/2017	10:04 A.M.	The receiver does not want the product and refused the delivery.
	04/11/2017	6:17 A.M.	Destination Scan
	04/11/2017	2:31 A.M.	Arrival Scan
Anaheim, CA, United States	04/11/2017	12:50 A.M.	Departure Scan
Anaheim, CA, United States	04/10/2017	8:38 A.M.	The postal code for the receiver is incorrect. We are attempting to obtain correct postal code to complete delivery. / The address was corrected.
	04/10/2017	4:26 A.M.	Arrival Scan
Ontario, CA, United States	04/10/2017	3:57 A.M.	Departure Scan
Ontario, CA, United States	04/07/2017	10:33 P.M.	Arrival Scan
Los Angeles, CA, United States	04/07/2017	9:30 P.M.	Departure Scan
	04/07/2017	7:39 P.M.	Origin Scan

EXHIBIT 14

Meza, Sylvia

From: Martinez, Neri
Sent: Thursday, June 15, 2017 5:47 PM
To: proworks.gary@gmail.com; proworkscontracting@gmail.com; csencer@unioncounsel.net
Cc: Meza, Sylvia
Subject: 21-CA-161599 and 21-CA-162578 - PRO WORKS CONTRACTING, INC.
Attachments: 21-CA-161599 and 21-CA-162578 - Letter.pdf; 21-CA-161599 and 21-CA-162578 - Initial Compliance Packet.pdf

Gentlepersons,

Attached is a copy of a notification of default letter and a second initial compliance packet on the above-captioned cases.

Thank you,

*Neri Martinez
Compliance Assistant
Region 21
National Labor Relations Board
888 South Figueroa Street, 9th Floor
Los Angeles, CA 90017
Phone: 213 634-6407
neri.martinez@nlrb.gov*



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
888 S Figueroa Street, 9th Floor
Los Angeles, CA 90017-5449

Corrected

Agency Website: www.nlr.gov
Telephone: (213)894-5200
Fax: (213)894-2778

June 15, 2017

Sent by Certified U.S. Mail, E-Mail, and Fax

EARL REGISTER, OWNER
GARY LANE, OFFICE ADMINISTRATOR
PRO WORKS CONTRACTING, INC.
10612 PROSPECT AVENUE, SUITE 105
SANTEE, CA 92071
proworks.gary@gmail.com
proworkscontracting@gmail.com

Re: PRO WORKS CONTRACTING, INC.
Case 21-CA-161599
21-CA-162578

Gentlemen:

As provided in the "Performance" section of the Settlement Agreement in the above-captioned matter, this letter constitutes the undersigned's notice to the Charged Party that it is in non-compliance with the terms of the Settlement Agreement. Absent full compliance by the close of business, on **Tuesday, June 29, 2017**, the undersigned will initiate default proceedings pursuant to the provisions of the Performance paragraphs in the Settlement Agreement.

Pursuant to the terms of the Settlement Agreement, I am hereby notifying you that it is the Region's position that the Charged Party has failed to comply with the provisions of the Settlement Agreement. Specifically, the Charged Party has failed to comply with the following provisions:

1. Posting of Notice – Earl Register (Owner) will sign and date the Notices in English and Spanish and immediately post them in prominent places at the Charged Party's office located at 10612 Prospect Ave, Suite 105, Santee, California, in all locations where similar notices to or information for employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.
2. Mailing of the Notice – In addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice, in English and Spanish, to all current

June 15, 2017

employees and all former employees employed at any time since September 1, 2015. Those Notices will be signed By Earl Register (Owner) and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

3. Reading of the Notice – During the 60-day Notice Posting period, Earl Register will read the Notice to Employee (in English) to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. This reading will occur during the employees' regular work time. The date of the scheduled reading must be approved by the Regional Director of Region 21. Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

In an effort to resolve this matter as expeditiously as possible, the Region has provided the Respondent with a second initial compliance packet. Please submit the Certification of Compliance Part One to the Region by June 22, 2017, and contact Compliance Officer Sylvia Meza at (213) 634-6409 or at sylvia.meza@nrlrb.gov to make arrangements for the Notice Reading to employees and conduct the Notice Reading by June 23, 2017, and submit the Certification Part two by June 26, 2017.

If the Charged Party fails to fully establish by June 29, 2017, that it will immediately come into full compliance with the Settlement Agreement, it will result in me invoking the default provision in the Agreement, reissuing the Complaint, and promptly filing a Motion for Default Judgment with the Board. If you have any questions please contact Compliance Officer Sylvia Meza at (213)634-6409 or at sylvia.meza@nrlrb.gov.

Very truly yours,



William B. Cowen
Regional Director

cc: (Please see next page)

PRO WORKS CONTRACTING, INC.
Case 21-CA-161599 and 21-CA-162578

- 3 -

June 15, 2017

cc: CAREN P. SENCER, ATTORNEY AT LAW
WEINBERG, ROGER AND ROSENFELD
1001 MARINA VILLAGE PARKWAY, SUITE 200
ALAMEDA, CA 94501

JOHNNY SWANSON, UNION REPRESENTATIVE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS, LOCAL 229, AFL-CIO
5155 MERCURY POINT
SAN DIEGO, CA 92111

WBC/nm



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21

888 S Figueroa Street, 9th Floor
Los Angeles, CA 90017-5449
Telephone: (213) 634-6409

Agency Website: www.nlr.gov
Telephone: (213)894-5200
Fax: (213)894-2778

June 15, 2017

EARL REGISTER, PRESIDENT
GARY LANE, OFFICE ADMINISTRATOR
PRO WORKS CONTRACTING, INC.
10612 PROSPECT AVENUE, SUITE 105
SANTEE, CA 92071

Re: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Gentlemen:

Enclosed is a conformed copy of the Settlement Agreement that the Regional Director unilaterally approved in this case. On July 21, 2016, the General Counsel denied the Charging Party's appeal of that approval. The Settlement Agreement is now in effect and this case is now assigned to me to secure compliance. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 15 copies of the English and Spanish Notice to Employees. In compliance with the Agreement, Earl Register must sign and date the Notices before posting them. The Notices should be posted in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, and any other locations where notices to employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days at the Employer's place of business located in Santee, California. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Mail Notice: The Agreement provides that the Charged Party, in addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to Employees in English and Spanish, to all current employees and all former employees who were employed at any time since September 1, 2015. The Notices should be signed and dated by Earl Register (Owner). The Employer will provide the Compliance Officer with two signed and dated Notices, written confirmation of the date of actual mailing, together with a list of names and addresses of employees to whom the Notices were mailed.

Reading of the Notice: The Agreement provides that the Charged Party will hold a meeting or meetings during the 60-day Notice Posting Period, scheduled to ensure the widest possible attendance, at which Earl Register will read the Notice in the presence of a Board agent, to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. Please provide Compliance Officer with the proposed date(s) and time(s) the Employer wishes to conduct the meetings at which the Notice to Employees will be read.

June 15, 2017

The reading must occur prior to the completion of the 60 day notice posting period. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Owner Earl Register reads the Notice (in English) to the employees, the NLRB Board Agent will then read the Notice (in Spanish).

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by no later than June 22, 2017, with two signed and dated original Notices. The Certification of Compliance Part Two should be completed and returned by no later than June 26, 2017. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

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

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

Very truly yours,


Sylvia Meza
Compliance Officer

Enclosures

cc: (See next page.)

PRO WORKS CONTRACTING, INC. - 3 -
Cases 21-CA-161599
21-CA-162578

June 15, 2017

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees – English and Spanish
Certifications of Compliances – Part One and Two

cc: JOHNNY SWANSON, UNION REPRESENTATIVE
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND
REINFORCING IRON WORKERS,
LOCAL 229, AFL-CIO
5155 MERCURY POINT
SAN DIEGO, CA 92111

Enclosures: Copy of the Settlement Agreement
1-Notices to Employees – English and Spanish

DAVID ROSENFELD, ATTORNEY AT LAW
WEINBERG, ROGER AND ROSENFELD
1001 MARINA VILLAGE PARKWAY, SUITE 200
ALAMEDA, CA 94501

Enclosures: Copy of the Settlement Agreement
1-Notices to Employees – English and Spanish

SM/nm

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

PRO WORKS CONTRACTING, INC.

Cases 21-CA-161599 and
21-CA-162578

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. Earl Register (Owner) will then sign and date those Notices and immediately post them in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, in all locations where similar notices to or information for employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

MAILING OF NOTICE — In addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice, in English and Spanish, to all current employees and all former employees employed at any time since September 1, 2015. Those Notices will be signed by Earl Register (Owner) and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

READING OF NOTICE — During the 60-day Notice Posting period, Earl Register will read the Notice to Employees (in English) to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. This reading will occur during the employees' regular work time. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

An NLRB Agent will be present during the reading. After Earl Register reads the Notice (in English) to employees, the NLRB Board Agent will then read the Notice (in Spanish).

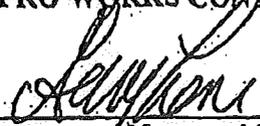
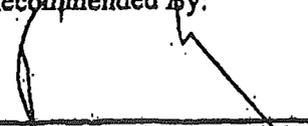
COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

AK

AK

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

Charged Party PRO WORKS CONTRACTING, INC. 		Charging Party IRON WORKERS LOCAL 229, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO		
By:	Name and Title	Date	By: Name and Title	Date
	Guy Lase - Office Admin	5/27/16		
Recommended By:	Date	Approved By:	Date	
	6/13/16	 Regional Director, Region	6/21/16	

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

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

WE WILL NOT interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB

MB

(1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone:
Hours of Operation:

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

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

114

(1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone:

Hours of Operation:

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

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

MBK



EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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 interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La pagina electronica de red de la Junta Nacional de Relaciones del Trabajo tambien tiene informacion en español: www.nlr.gov [Information in Spanish is also available on the Board's website: www.nlr.gov]

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866)667-NLRB (6572).



LOS EMPLEADOS



FIJADO CONFORME A UN ARREGLO APROBADO POR UN DIRECTOR REGIONAL DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO

UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

LA LEY FEDERAL LES DA EL DERECHO DE:

- Formar, afiliarse, o asistir a un sindicato;
- Elegir representantes para negociar con nosotros de su parte;
- Actuar juntos con otros empleados para su beneficio y protección;
- Elegir no participar en ningunas de estas actividades protegidas.

NOSOTROS NO haremos nada para impedirles en ejercer los derechos mencionado anteriormente.

NOSOTROS NO interrogaremos a los empleados sobre sus actividades sindicales ni sobre sus apoyos sindicales.

NOSOTROS NO, al menos exigido por un contratista general para el proyecto, exigir a nuestros empleados ponerse chalecos en los proyectos como para cubrir la insignia que traen puestos, ni informar a los empleados que se tienen que poner los chalecos para cubrir la insignia sindical.

NOSOTROS NO asignaremos a los empleados deberes de trabajo más pesados (tales como "punking" varillas de reforzamiento, o doblar varillas "z") debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO amenazaremos en aislar, en disciplinar, ni en despedir a los empleados debido a sus actividades sindicales ni por sus apoyos sindicales.

NOSOTROS NO ordenaremos a los empleados que nos reporten las actividades sindicales o solidaridades sindicales de otros empleados.

NOSOTROS NO haremos en ningún modo o manera similar interferer con sus derechos según el Artículo 7 de la Ley.

PRO WORKS CONTRACTING, INC.

(Empresa)

Dated: _____ By: _____
(Representante) (Titulo)

Si quiere, puede hablar con un agente de la Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La pagina electronica de red de la Junta Nacional de Relaciones del Trabajo tambien tiene informacion en español: www.nlr.gov [Information in Spanish is also available on the Board's website: www.nlr.gov]

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: www.nlr.gov y el número libre de cargo es (866) 667-NLRB (6572).

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on
(date) _____ at the following locations: (List specific places of posting)

Mailing

The signed and dated Notices to Employees in the above captioned matter was mailed on
(date) _____ to all current and former bargaining unit employees who were employed at
any time since September 1, 2015. A copy of the list of names and addresses of bargaining unit
employees to whom the Notices were mailed is attached.

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

CHARGED PARTY/RESPONDENT

By: _____
Title: _____
Date: _____

This form should be returned to the Compliance Officer, together with Two original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: PRO WORKS CONTRACTING, INC.
Cases 21-CA-161599
21-CA-162578

Notice Reading

The Notice to Employees in the above captioned matter was read on (date) _____

by _____ to all current employees in the following languages:
(Responsible official's name and title)

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

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

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

EXHIBIT 15

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. 	A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to: EARL REGISTER, OWNER GARY LANE, OFFICE ADMINISTRATOR PRO WORKS CONTRACTING, INC. 10612 PROSPECT AVENUE, SUITE 105 SANTEE, CA 92071	B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (transfer from service label) 7015 0920 0001 7975 8432	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
PS Form 3811, April 2015 PSN 7530-02-000-9053	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
Domestic Return Receipt		

NATIONAL LABOR RELATIONS BOARD
REGION 21
888 SOUTH FIGUEROA STREET
NINTH FLOOR
LOS ANGELES CA 90017 5449

CERTIFIED MAIL



7015 0920 0001 7975 8432



- RL # _____
Circ. Init. _____
Date _____
- Not Deliverable As Addressed
 - Unable To Forward
 - Insufficient Address
 - Moved, Left No Address
 - Unclaimed Refused
 - Attempted - Not Known
 - No Such Street
 - No Such Number
 - Vacant Illegible
 - No Mail Reception
 - Box Closed - No Order
 - Returned - No Address
 - Postage Due

EARL REGISTER, OWNER
GARY LANE, OFFICE ADMINISTRATOR
CONTRACTING, INC.

NIXIE 920712902-1N 07/13/17

RETURN TO SENDER
REFUSED
UNABLE TO FORWARD
RETURN TO SENDER



EXHIBIT 16

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

PRO WORKS CONTRACTING, INC.

and

Cases 21-CA-161599
21-CA-162578

IRON WORKERS LOCAL 229, INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFORCING IRON WORKERS,
AFL-CIO

CONSOLIDATED COMPLAINT BASED ON BREACH OF AFFIRMATIVE
PROVISIONS OF SETTLEMENT AGREEMENT

Based upon charges filed by Iron Workers Local 229, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO (Union), an Order Consolidating Complaint and Consolidated Complaint (Consolidated Complaint) issued in Cases 21-CA-161599 and 21-CA-162578, against Pro Works Contracting, Inc. (Respondent), alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. Sec. 151 et seq., by engaging in unfair labor practices. Respondent did not file an answer to the Consolidated Complaint. On June 21, 2016, a Settlement Agreement and Notice to Employees was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices in the Consolidated Complaint. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the Board (the Board), the Consolidated Complaint is reissued as follows.

1. (a) The original charge in Case 21-CA-161599 was filed by the Union on October 8, 2015, and a copy was served on Respondent by regular mail on October 8, 2015.

(b) The first amended charge in Case 21-CA-161599 was filed by the Union on November 17, 2015, and a copy was served on Respondent by regular mail on November 18, 2015.

(c) The original charge in Case 21-CA-162578 was filed by the Union on October 22, 2015, and a copy was served on Respondent by regular mail on October 23, 2015.

(d) The first amended charge in Case 21-CA-162578 was filed by the Union on November 17, 2015, and a copy was served on Respondent by regular mail on November 18, 2015.

2. (a) At all material times, Respondent, a California corporation, with an office and place of business located at 10612 Prospect Avenue, Suite 105, Santee, California, has been engaged in the business of general contracting and steel reinforcement subcontracting in the building and construction industry.

(b) During the 12-month period ending October 21, 2015, a representative period, Respondent, in conducting its operations described above in paragraph 2(a), provided services valued in excess of \$50,000 to Lusardi Construction Company (Lusardi), an enterprise within the State of California.

(c) At all material times, Lusardi, a California corporation, with an office and a place of business located at 1570 Linda Vista Drive, San Marcos, California, has been engaged in the business of general contracting in the building and construction industry.

(d) During the 12-month period ending October 21, 2015, a representative period, Lusardi, in conducting its operations described above in paragraph 2(c), purchased and received at its San Marcos, California facility goods valued in excess of \$50,000 directly from points outside the State of California.

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

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

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

Earl Register	President
Tom Coker	Superintendent/Representative
Brian Payne	Foreman
Patrick Brown	Foreman

6. About July 29, 2015, Respondent, by Earl Register, during a telephone call, interrogated an employee about the employee's union activities and support.

7. Respondent, by Brian Payne:

(a) About September 4, 2015, at Respondent's Kearny Mesa Sun Road project (Sun Road project), interrogated an employee about the employee's activities and support.

(b) About September 10, 2015, at the Sun Road project, coerced an employee by ripping up a Union representative's business card and telling an employee not to have union materials at the work place.

(c) About September 10, 2015, at the Sun Road project, directed an employee to report the union activities of other employees to Respondent.

(d) About September 10, 2015, at the Sun Road project, threatened an employee with termination because of the employee's union activities and support.

(e) About September 27, 2015, during a telephone conversation, threatened to isolate an employee by giving the employee work assignments away from others because of the employee's union activities and support.

8. Since about September 10, 2015, Respondent by Earl Register and Brian Payne, at the Sun Road project, has prohibited union activity by requiring employees who were wearing clothing with Union insignia to wear vests over such clothing.

9. (a) About September 10, 2015, Respondent assigned its employee Robert Whitman more onerous work duties (bending z-bars).

(b) From about October 15, 2015, to about October 21, 2015, Respondent assigned its employee Marc Barry more onerous work duties (punking rebar).

(c) Respondent engaged in the conduct described above in paragraphs 9(a) and 9(b) because the named employees of Respondent joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

10. By the conduct described above in paragraphs 6 through 8, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11. By the conduct described above in paragraphs 9(a) through 9(c),

Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 6 through 9, the General Counsel seeks an order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative (Earl Register) read the notice to the employees in English and Spanish on worktime in the presence of a Board Agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board Agent read the notice to employees in English and Spanish during worktime in the presence of Earl Register. The General Counsel further seeks an order requiring that Respondent, at its own expense, mail a copy of the notice to the employees in English and Spanish to the last known address of any employees that have been employed by Respondent at any time since July 29, 2015. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent has waived its right to file an answer to the Consolidated Complaint. By the terms of the Settlement (Appendix A), Respondent acknowledged that with its noncompliance with the terms of the Settlement, the allegations of the Consolidated Complaint will be deemed admitted; that the General Counsel may file a motion for default judgment with the Board, on the allegations of the Consolidated Complaint; and that the only issue that may be raised before the Board by Respondent is whether Respondent defaulted on the terms of the Settlement. The Board may then, without necessity of a trial or any other

proceeding, find all allegations of the Consolidated Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Respondent on all issues raised by the Consolidated Complaint.

DATED at Los Angeles, California, this 31st day of July, 2017.



William B. Cowen, Regional Director
National Labor Relations Board
Region 21
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017-5449

Attachment
(Appendix A)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

PRO WORKS CONTRACTING, INC.

Cases 21-CA-161599 and
21-CA-162578

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and Spanish. Earl Register (Owner) will then sign and date those Notices and immediately post them in prominent places at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California, in all locations where similar notices to or information for employees are posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

MAILING OF NOTICE — In addition to posting the Notices, the Charged Party will also copy and mail, at its own expense, a copy of the attached Notice, in English and Spanish, to all current employees and all former employees employed at any time since September 1, 2015. Those Notices will be signed by Earl Register (Owner) and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

READING OF NOTICE — During the 60-day Notice Posting period, Earl Register will read the Notice to Employees (in English) to all current employees convened at the Charged Party's office located at 10612 Prospect Avenue, Suite 105, Santee, California. This reading will occur during the employees' regular work time. The date of the scheduled reading must be approved by the Regional Director of Region 21.

Employees will be notified, in writing, at least 5 days prior to the scheduled reading, as to the location, time and date of the reading. The written notification will also inform employees that they will be paid at their regular hourly rate/salary for the time it takes employees to travel to and/or from the reading location, as well as for the time they are at the office for the reading. The Charged Party must provide Region 21 with a copy of the draft notification letter prior to sending it to employees. This draft letter must be approved by the Regional Director of Region 21 before the final version is sent to employees.

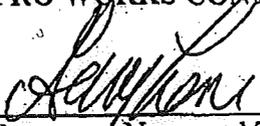
An NLRB Agent will be present during the reading. After Earl Register reads the Notice (in English) to employees, the NLRB Board Agent will then read the Notice (in Spanish).

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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

Charged Party PRO WORKS CONTRACTING, INC. 		Charging Party IRON WORKERS LOCAL 229, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS, AFL-CIO		
By:	Name and Title	Date	By: Name and Title	Date
	Gary Base - Office Admin	5/27/14		
Recommended By:		Date	Approved By:	Date
		6/13/14	 Regional Director, Region	6/21/14

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

FEDERAL LAW GIVES YOU THE RIGHT TO:

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

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

WE WILL NOT interrogate employees about their union activities or support.

WE WILL NOT, unless required by a general contractor for the project, require our employees to wear vests at projects so as to cover up union insignia they are wearing, or inform employees that they have to wear vests to cover union insignia.

WE WILL NOT assign employees more onerous work duties (such as punking rebar, or bending z-bars) because of their union activities or support.

WE WILL NOT threaten to isolate, discipline, or terminate employees because of their union activities or support.

WE WILL NOT direct employees to report the union activities or sympathies of other employees to us.

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

PRO WORKS CONTRACTING, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB.

(1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone:
Hours of Operation:

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

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

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **MOTION TO TRANSFER CASES TO THE BOARD AND MOTION FOR DEFAULT JUDGMENT BASED ON BREACH OF THE AFFIRMATIVE PROVISIONS OF THE SETTLEMENT AGREEMENT** was electronically filed with the Board on August 1, 2017.

The foregoing Motion was also sent via regular mail and where known, by electronic email on August 1, 2017 to:

Pro Works Contracting, Inc.
Attn: Earl Register President
Attn: Gary Lane, Office Administrator
10612 Prospect Avenue, Ste. 105
Santee, CA 92071
proworkscontracting@gmail.com (Earl Register)
proworkscontracting.earl@gmail.com (Earl Register)
proworks.gary@gmail.com (Gary Lane)

Iron Workers Local 229, International Association of Bridge,
Structural, Ornamental and Reinforcing Iron Workers, AFL-CIO
5155 Mercury Point
San Diego, CA 92111

David A. Rosenfeld, Attorney at Law
Caren P. Sencer, Attorney at Law
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway, Ste. 200
Alameda, CA 94501
drosenfeld@unioncounsel.net
csencer@unioncounsel.net



Aide Carretero
Designated Agent of NLRB