

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

CORE RECOVERIES, LLC

and

Case 09-CA-208361

DZEJLANA KOSTIC, AN INDIVIDUAL

GENERAL COUNSEL'S MOTION FOR DEFAULT JUDGMENT

NOW COMES the General Counsel, through the undersigned, and moves that:

1. In order to effectuate the purposes of the National Labor Relations Act (the Act) and to avoid unnecessary costs or delay, the National Labor Relations Board (the Board) should exercise its power under Section 102.50 of the Board's Rules and Regulations, Series 8, as amended, and transfer this proceeding to the Board.

2. Pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, and the terms of an informal Board Settlement Agreement in Case 09-CA-208361 approved by the Regional Director for Region 9 of the Board, all of the allegations of the issued complaint in this matter be admitted to be true, and be so found by the Board, for the failure of Core Recoveries, LLC (Respondent) to abide by the terms of the informal Board Settlement Agreement by engaging in the conduct alleged in Case 09-CA-208361. (A true copy of the charge, the Agreement, and complaint based on breach of affirmative provisions of settlement agreement with proofs of service are attached hereto as Exhibits A, B and C, respectively.)

3. A decision issue, including findings of fact and conclusions of law, and providing for a remedial order, in accordance with paragraph 2 above for the reasons set for in the supporting memorandum filed herewith.

Dated: December 21, 2018

Respectfully submitted,

A handwritten signature in black ink that reads "Dan Goode". The signature is written in a cursive style with a large, stylized initial "D".

Daniel A. Goode
Counsel for the General Counsel
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202

Attachments: Exhibits A, B and C

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
09-CA-208361	October 20, 2017

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer CORE CURE RECOVERIES		b. Tel. No. (502) 408-2154 690-5674 ^{614: 25}
d. Address (street, city, state ZIP code) 2600 Eastpoint Pkwy Ste ¹⁰¹ 400 Louisville, KY 40223-5151		c. Cell No. 502-468-3434
e. Employer Representative Leisa Matt and Lisa Korn		f. Fax No.
i. Type of Establishment (factory, nursing home, hotel) COLLECTIONS AGENCY		g. e-Mail mkorn@corerecoveries.com
j. Principal Product or Service COLLECTIONS		h. Dispute Location (City and State) Louisville, KY
		k. Number of workers at dispute location 30

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

3
 SINCE ABOUT AUGUST 4, 2017, THE ABOVE-NAMED EMPLOYER HAS REFUSED TO PAY DZEJLANA KOSTIC HER BONUS BECAUSE SHE ENGAGED IN PROTECTED CONCERTED ACTIVITY BY DISCUSSING TERMS AND CONDITIONS OF EMPLOYMENT WITH HER COWORKERS ^{communicating} ~~about core directly to current employees as well as on social media~~ ^{defamatory info.}
 THE EMPLOYER MAINTAINS AN UNLAWFUL POLICY OF PROHIBITING EMPLOYEES FROM DISCUSSING WORKING CONDITIONS AMONG THEMSELVES, IN VIOLATION OF THE ACT.
"actions on 8/5/17 demonstrated lack of respect for core management &

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Dzejlana Kostic ^{co-workers & failed to provide 2 weeks notice}

4a. Address (street and number, city, state, and ZIP code) 9706 Hawkins Rill Ct Apt 1 Louisville, KY 40291-4666		4b. Tel. No.
		4c. Cell No. (502)807-1413
		4d. Fax No.
		4e. e-Mail m.22jalana@icloud.com

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)

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)	Dzejlana Kostic, an Individual Print Name and Title	Tel. No.
Address: 9706 Hawkins Rill Ct Apt 1 Louisville, KY 40291-4666	Date: X 10/16/17	Office, if any, Cell No. (502)807-1413
		Fax No.
		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

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

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

CORE RECOVERIES

Charged Party

and

DZEJLANA KOSTIC

Charging Party

Case 09-CA-208361

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on October 23, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Matt Korn
2600 Eastpoint Pkwy Ste 101
Louisville, KY 40223-5151

October 23, 2017

Date

Timothy Studer, Designated Agent of
NLRB

Name

/s/ Timothy Studer

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
CORE RECOVERIES, LLC

Case 09-CA-208361

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them on the bulletin boards located in the two employee break rooms located at the Employer's 2600 Eastpoint Parkway, Louisville, KY 40223 facility and all other places where the Charged Party customarily posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

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

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

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

Yes /s/ MK
Initials

No _____
Initials

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

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

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

Charged Party			Charging Party		
Core Recoveries, LLC			Dzejlana Kostic		
By:	Name and Title	Date	By:	Name and Title	Date
/s/ Matthew Korn, COO		6/18/18	/s/ Dzejlana Kostic		6/20/18
Print Name and Title below			Print Name and Title below		
Recommended By:		Date	Approved By:		Date
/s/ Michael E. Riggall		6/27/18	/s/ Garey Edward Lindsay		6/28/2018
MICHAEL E. RIGGALL Field Examiner, Region 9			GAREY EDWARD LINDSAY Regional Director, Region 9		

(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 maintain in our Non-Disclosure Agreement any rule prohibiting you from disclosing personnel/payroll information.

WE WILL NOT prohibit you from discussing personnel/payroll information with employees.

WE WILL NOT maintain in our Technology and Information Security Policy restrictions on employee communications “contrary to [the Employer’s] policy or business interests.”

WE WILL NOT prohibit employees who have rightful access to our email system in the course of their work from sending e-mails to other employees regarding wages, hours, and other terms and conditions of employment, during their non-working time, through our e-mail system.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL rescind the provisions of our Non-Disclosure Agreement and Technology and Information Security Policy described above.

WE WILL furnish you with inserts for our current Non-Disclosure Agreement and Technology and Information Security Policy that (1) advise you that the provisions described above have been rescinded, or (2) provide language of lawful rules, or publish and distribute revised Non-Disclosure Agreement and Information Security Policy that (a) do not contain the provisions described above or (b) provide language of lawful rules.

Core Recoveries, LLC

(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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Telephone: (513)684-3686
Hours of Operation: 8:30 a.m. to 5 p.m.

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.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

CORE RECOVERIES, LLC

and

Case 09-CA-208361

DZEJLANA KOSTIC, AN INDIVIDUAL

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

Based upon a charge filed by Dzejlana Kostic, an individual (Kostic), in Case 09-CA-208361, against Core Recoveries, LLC (Respondent), alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices, a Settlement Agreement and Notice to Employees was approved (the Settlement), on June 28, 2018, a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices specified in the Settlement. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the following complaint is issued.

1. The charge in this proceeding was filed by Kostic on October 20, 2017, and a copy was served on Respondent by U.S. mail on October 23, 2017.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business in Louisville, Kentucky (Respondent's facility), and has been engaged in the service of a third-party collection agency.

(b) In conducting its operations during the 12-month period ending November 1, 2018, Respondent performed services valued in excess of \$50,000 in states other than the Commonwealth of Kentucky.

EXHIBIT C

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

3. At all material times, Matthew Korn held the position of Respondent's chief operations officer, and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

4. (a) At all material times, Respondent has maintained a Non-disclosure Agreement which prohibits employees from disclosing personnel/payroll information.

(b) At all material times, Respondent has maintained a Technology and Information Security Policy which restricts employee communications "contrary to [the Employer's] policy or business interest."

5. By the conduct described above in paragraph 4, Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

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

ANSWER REQUIREMENT

Because Respondent has previously agreed 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 the complaint, no answer is required and no hearing is necessary.

Dated: November 14, 2018



Gary E. Lindsay, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachment

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
CORE RECOVERIES, LLC

Case 09-CA-208361

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them on the bulletin boards located in the two employee break rooms located at the Employer's 2600 Eastpoint Parkway, Louisville, KY 40223 facility and all other places where the Charged Party customarily posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

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

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

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

Yes /s/ MK
Initials

No _____
Initials

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

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

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

Charged Party			Charging Party		
Core Recoveries, LLC			Dzejlana Kostic		
By:	Name and Title	Date	By:	Name and Title	Date
/s/ Matthew Korn,	COO	6/18/18	/s/ Dzejlana Kostic		6/20/18
Print Name and Title below			Print Name and Title below		
Recommended By:			Approved By:		
		Date			Date
/s/ Michael E. Riggall		6/27/18	/s/ Garey Edward Lindsay		6/28/2018
MICHAEL E. RIGGALL Field Examiner, Region 9			GAREY EDWARD LINDSAY Regional Director, Region 9		

(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 maintain in our Non-Disclosure Agreement any rule prohibiting you from disclosing personnel/payroll information.

WE WILL NOT prohibit you from discussing personnel/payroll information with employees.

WE WILL NOT maintain in our Technology and Information Security Policy restrictions on employee communications "contrary to [the Employer's] policy or business interests."

WE WILL NOT prohibit employees who have rightful access to our email system in the course of their work from sending e-mails to other employees regarding wages, hours, and other terms and conditions of employment, during their non-working time, through our e-mail system.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL rescind the provisions of our Non-Disclosure Agreement and Technology and Information Security Policy described above.

WE WILL furnish you with inserts for our current Non-Disclosure Agreement and Technology and Information Security Policy that (1) advise you that the provisions described above have been rescinded, or (2) provide language of lawful rules, or publish and distribute revised Non-Disclosure Agreement and Information Security Policy that (a) do not contain the provisions described above or (b) provide language of lawful rules.

Core Recoveries, LLC

(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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Telephone: (513)684-3686
Hours of Operation: 8:30 a.m. to 5 p.m.

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.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

CORE RECOVERIES, LLC

and

Case 09-CA-208361

DZEJLANA KOSTIC, AN INDIVIDUAL

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

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **November 14, 2018**, I served the above-entitled document(s) by **certified mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Matthew Korn, Chief Operating Officer
2600 Eastpoint Pkwy
Louisville, KY 40223-5151

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Dzejlana Kostic
9706 Hawkins Rill Ct, Apt 1
Louisville, KY 40291-4666

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

November 14, 2018

Date

L. Hellrung, Designated Agent of NLRB

Name

Signature

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

CORE RECOVERIES, LLC

and

Case 09-CA-208361

DZEJLANA KOSTIC, AN INDIVIDUAL

**GENERAL COUNSEL'S MEMORANDUM IN SUPPORT OF
MOTION FOR DEFAULT JUDGMENT**

1. Upon a charge (copy with proof of service is attached to the Motion for Default Judgment as Exhibit A) filed by Dzejlana Kostic (Charging Party), an individual, alleging that Core Recoveries, LLC (Respondent) has been engaging in unfair labor practices as set forth and defined in the National Labor Relations Act (Act), as amended, 29 U.S.C. 151 et seq., the Regional Director of Region 9 (Regional Director) of the Board approved an informal Settlement Agreement and Notice to Employees (Agreement) on June 28, 2018. (A copy of the Agreement is attached to the Motion for Default Judgment as Exhibit B.)

2. The Agreement, in relevant part, provides that:

A responsible official of [Respondent] will then sign and date those Notices and immediately post them on the bulletin boards located in the two employee break rooms located at [Respondent's] 2600 Eastpoint Parkway, Louisville, KY 40223 facility and all other places where [Respondent] customarily posts notices to employees. [Respondent] will keep all Notices posted for 60 consecutive days after the initial posting.

[...]

Each party to this Agreement will notify the Regional Director in writing what steps [Respondent] 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.

[...]

WE WILL rescind the provisions of our Non-Disclosure Agreement and Technology and Information Security Policy described above.

WE WILL furnish you with inserts for our current Non-Disclosure Agreement and Technology and Information Security Policy that (1) advises you that the provisions described above have been rescinded, or (2) provide language of lawful rules, or publish and distribute revised Non-Disclosure Agreement and Information Security Policy and (a) do not contain the provisions described above or (b) provide language of lawful rules.

3. The Agreement also contains a provision entitled "Performance," requiring immediate compliance with the Agreement's terms, and the following provision addresses the event of Respondent's non-compliance with the terms of the Agreement:

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

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

conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

4. On September 25, 2018, after an unannounced Notice check revealed that Respondent did not have the notices posted in break rooms as specified in the Agreement, an agent of the Regional Director notified Respondent, via E-mail and U.S. mail, that it was not in compliance with the terms of the Agreement. (Copies of the email and accompanying non-compliance letter are attached hereto as Exhibits D and E, respectively.) Respondent was further notified that unless it complied with all of the terms of the Agreement within 14 days, as outlined in the Agreement, the Region intended to issue a complaint and to file for Default Judgment with the Board on the allegations of the complaint. Pursuant to the Agreement, Respondent had 14 days to cure its non-compliance.

5. After Respondent failed to cure its act of non-compliance with the provisions of the Agreement, pursuant to the Performance provision of the Agreement, on November 14, 2018, the General Counsel, by the Regional Director, issued a Complaint based on Breach of Affirmative Provisions of Settlement Agreement based upon the allegations set forth in the charge referred to above in paragraph 1. (A copy of the complaint with proof of service are attached to the Motion for Default of Judgment as Exhibit C.)

6. As referenced in paragraph 3 above, the Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the complaint. The Agreement unequivocally prohibits Respondent from raising any issue before the Board except the issue of whether it has defaulted on the terms of the Agreement. The Board has

explicitly approved of such a provision and found it enforceable. See, *Insulation Maintenance & Contracting, LLC*, 357 NLRB No. 50 (2011); *Chicago Parking Company*, 356 NLRB No. 72 (2011).

7. As referenced above in paragraph 3, the Agreement – in the event of Respondent’s non-compliance – contemplates the issuance of an appropriate Board order providing a full remedy for the violations found and that a U.S. Court of Appeals judgment may thereafter be entered enforcing the Board order.

Wherefore, the undersigned moves that all of the allegations of the complaint referenced above in paragraph 5 be deemed admitted to be true and be so found by the Board and prays for all relief that is just and proper to remedy the unfair labor practices found.

Dated: December 21, 2018

Respectfully submitted,



Daniel A. Goode
Counsel for the General Counsel
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202

Attachments: Exhibits D and E

Hellrung, Laura K.

From: Riggall, Michael E.
Sent: Tuesday, September 25, 2018 1:40 PM
To: 'Matt Korn'
Cc: Leisa Korn
Subject: RE: Case 9-CA-208361; Core Recoveries, LLC
Attachments: 14 Day Letter Case 9-CA-208361; Core Recoveries, LLC.pdf

Matt,

Please see the 14 day letter which is attached to this email. This letter requires your prompt attention. A hard copy will follow in the mail.

Mike Riggall
NLRB Region 9

From: Matt Korn [mailto:mkorn@corerecoveries.com]
Sent: Thursday, September 20, 2018 9:08 AM
To: Riggall, Michael E. <Michael.Riggall@nrlb.gov>
Cc: Leisa Korn <lkorn@corerecoveries.com>
Subject: RE: Case 9-CA-208361; Core Recoveries, LLC

Michael, I heard you stopped by on Tuesday. I'm sorry we missed you. I also heard that the "Notice to Employees" was no longer hanging in the breakroom. I can assure you that we did hang the notice and one of our employees must have taken it off the wall during our move to the other suite on 9/1. Our breakroom is not covered by surveillance camera so we would have no way to see who took the notice. Also, to ensure compliance, we maintain a copy of the notice at all times with our collection licenses, which is covered by surveillance camera. I checked the license book and noted that copy of the notice is still with our collection licenses. I apologize that Cheryl failed to show you the license book with the notice. I have rehung the notice in the breakroom. While you were in the office I hope you had a chance to look at a few personnel files to see that we have taken the Non-Disclosure Agreement out of every file. Also, I hope you have a chance to review our intranet site to see that the Technology and Information Security Policy has been rescinded and is no longer a published policy of Core. Again, we are sorry we missed you and please feel free to stop by anytime. Thanks.

From: Matt Korn
Sent: Friday, August 31, 2018 10:24 AM
To: 'Riggall, Michael E.' <Michael.Riggall@nrlb.gov>
Cc: Leisa Korn <lkorn@corerecoveries.com>
Subject: RE: Case 9-CA-208361; Core Recoveries, LLC

Michael, I apologize for the confusion. We did post these in the two breakrooms; I meant to say in my email that we also posted in our reception area with our collection licenses. Also, when I said we pulled the policy from the website and advised employees that we are reworking the policy, that us saying we rescinded the policy and Non-disclosure Agreement. I apologize if the words I chose were not what the exact wording NLRB were looking for. We have since verbally communicated to all employees that we have "rescinded" the Non-Disclosure and Technology Security Policy and will publish a new policy once it has been approved by ED and the Board of Directors. Thanks.

EXHIBIT D

From: Riggall, Michael E. <Michael.Riggall@nrlb.gov>
Sent: Thursday, August 30, 2018 10:13 AM
To: Matt Korn <mkorn@corerecoveries.com>
Cc: Leisa Korn <lkorn@corerecoveries.com>
Subject: RE: Case 9-CA-208361; Core Recoveries, LLC

Matt,

On page 1 of the settlement agreement, under the section titled "Posting of Notice," it states "A responsible official of the Charged Party will then sign and date those Notices and immediately post them on the bulletin boards located in the two employee break rooms located at the Employer's 2600 Eastpoint Parkway, Louisville, KY 40223 facility and all other places where the Charged Party customarily posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting."

Based on the settlement agreement, the Employer agreed to post the Notices on the bulletin boards in the two employee break rooms and all other places where notices are customarily posted. In your email from Monday, August 27th, the Employer posted the Notices in the reception area which is not in compliance with the executed agreement.

The Employer also agreed to two affirmative provisions in the settlement agreement as listed below:

WE WILL rescind the provisions of our Non-Disclosure Agreement and Technology and Information Security Policy described above.

WE WILL furnish you with inserts of our current Non-Disclosure Agreement and Technology and Information Security Policy that 1) advise you that the provisions described above have been rescinded, or 2) provide language of lawful rules, or publish and distribute revised Non-Disclosure Agreement and Information Security Policy that a) do not contain the provisions above or b) provide language of lawful rules.

In your email from Monday, August 27th, the Employer stated that it verbally informed employees that the Employer is **reworking** the Non-Disclosure and Technology and Information Security Policy and has removed the old policy from the website. Based on the August 27th email, the Employer has not informed the employees the provisions of the aforementioned policy referenced in the settlement agreement have been rescinded. Unfortunately, based on the Employer's written response from August 27th, the Employer has failed to comply with these two affirmative provisions of the settlement agreement.

These issues need to be addressed as soon as possible or the Regional Director may find the Employer is in default of the settlement agreement. If the Employer does not immediately resolve these matters, the Region will issue a 14-day letter which is referenced in the "Performance" section of the settlement agreement. Please call me if you have any questions about these issues. Thanks Matt.

Mike Riggall
NLRB, Region 9
513-684-3634

From: Matt Korn [mailto:mkorn@corerecoveries.com]
Sent: Monday, August 27, 2018 11:17 AM
To: Riggall, Michael E. <Michael.Riggall@nrlb.gov>
Cc: Leisa Korn <lkorn@corerecoveries.com>
Subject: RE: Case 9-CA-208361; Core Recoveries, LLC

Michael, we have posted the notices with our collection licenses in the reception area of Core (all employees have access to this area). We verbally advised employees in a company-wide meeting that we were reworking with

Technology and Information Security Policy, and pulled the old policy from the website. We told employees that we may publish a new policy, but it would first need to be reviewed by the Department of Education. Also, we advised that we have taken the Non-Disclosure Agreement out of each employee's file and, at some point in the future, we will create a broader non-disclosure policy instead of individual written statements. Please let me know if you need anything else from me. Thanks.

From: Riggall, Michael E. <Michael.Riggall@nrlrb.gov>
Sent: Monday, August 27, 2018 7:38 AM
To: Matt Korn <mkorn@corerecoveries.com>
Subject: Case 9-CA-208361; Core Recoveries, LLC

Matt,

We received the signed form at our office, but I still need to know the following:

- Please describe where the notices were posted (I assume the break rooms based on our previous conversations, but I want to confirm)
- Please explain how you rescinded the provisions of the Non-Disclosure Agreement and Technology and Information Security Policy. Please provide us with any documentation which would support how you rescinded the policies. For example, if you rescinded the policies by sending an email to your employees, please send us the email.

Thanks Matt, give me a call if you have any questions.

Michael E. Riggall, Field Examiner
John Weld Peck Federal Building
National Labor Relations Board, Region 9
550 Main Street, Suite 3003
Cincinnati, OH 45202
Direct: 513-684-3634
Fax: 513-684-3946



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 9

3003 John Weld Peck Federal Building

550 Main Street

Cincinnati, Ohio 45202-3271

Telephone: (513) 684-3686

Facsimile: (513) 684-3946

Via Electronic and U.S. Mail

September 25, 2018

Mr. Matthew Korn
2600 Eastpoint Parkway
Louisville, Kentucky 40223

Re: **CORE RECOVERIES, LLC.**
Cases 9-CA-208361

Dear Mr. Korn:

On June 18, 2018, you signed a Settlement Agreement and on June 25, 2018 you signed the Notice to Employees that were approved by the Regional Director on June 28, 2018. By letter dated July 9, 2018, and by e-mails dated August 27, August 30 and September 17, 2018, the Region requested your compliance with the settlement and notice, more specifically, the two affirmative provisions and the required notice posting. However, to date, the Employer has failed to comply with both of these requirements.

- 1) The notice posting requirement outlined in the settlement, as detailed on page 1 of the Settlement Agreement, under the section entitled Mailing of Notice, the Settlement Agreement states:

“ . . . A responsible official of the Charged Party will then sign and date those Notices and immediately post them on the bulletin boards located in the two employee break rooms located at the Employer’s 2600 Eastpoint Parkway, Louisville, KY 40223 facility and all other places where the Charged Party customarily posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.”

As you are aware, on September 18, I visited the Employer’s facility and the Notices were not posted. In order for the Employer to be in compliance with the notice posting requirements of the Settlement Agreement, you are required to post the Notices on the bulletin boards located in the two employee break rooms located at the Employer’s 2600 Eastpoint Parkway, Louisville, Kentucky 40223 facility and all other places where the Employer customarily posts notices to employees for 60 consecutive days after the initial posting. In this regard, I have enclosed six copies of the Notice to Employees for you to sign, date and post as described in the settlement language and in the above paragraph. Please return two signed and dated notices to the Region

EXHIBIT E

Re: CORE RECOVERIES, LLC.

Cases 9-CA-208361

Page 2

along with a completed Certification of Compliance Form, Part I, as soon as possible, which is enclosed.

2) The two affirmative provisions of the notice, state:

WE WILL rescind the provisions of our Non-Disclosure Agreement and Technology and Information Security Policy described above.

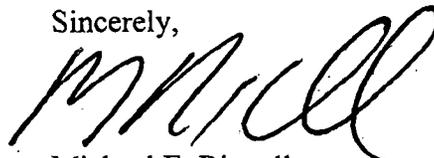
WE WILL furnish you with inserts of our current Non-Disclosure Agreement and Technology and Information Security Policy that 1) advise you that the provisions described above have been rescinded, or 2) provide language of lawful rules, or publish and distribute revised Non-Disclosure Agreement and Information Security Policy that a) do not contain the provisions above or b) provide language of lawful rules.

With respect to the above affirmative provisions of the settlement, the Employer is required to rescind the Non-Disclosure Agreement and the Technology and Information Security Policy. As the settlement language states, in order for the Employer to be in compliance with the Settlement Agreement, it is required to rescind the aforementioned policies by furnishing employees with inserts of the current Non-Disclosure Agreement and Technology and Information Security Policy and explain that these provisions have been rescinded; **OR** to provide inserts to the employees that provide language of the Employer's lawful rules, or publish and distribute the Employer's revised Non-Disclosure Agreement and Information Security Policy that do not contain the unlawful provisions or provide language of lawful rules. In this regard, I have enclosed a Certification of Compliance Form, Part II that you need to complete and return as soon as possible regarding this aspect of the settlement.

Accordingly, this letter shall serve as the requisite 14 days' notice that the Region considers the Employer's conduct as a default of the entered into Settlement Agreement. If such non-compliance is not remedied within 14 days, the Region intends to issue a complaint that includes the allegations covered by the Notice to Employees, and to move the Board to issue a default judgment on the allegations of that complaint.

If you have any questions concerning the above, please contact me at (513) 684-3634 or e-mail me at michael.riggall@nlrb.gov.

Sincerely,



Michael E. Riggall
Field Examiner

Enclosures



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.

WE WILL NOT maintain in our Non-Disclosure Agreement any rule prohibiting you from disclosing personnel/payroll information.

WE WILL NOT prohibit you from discussing personnel/payroll information with employees.

WE WILL NOT maintain in our Technology and Information Security Policy restrictions on employee communications "contrary to [the Employer's] policy or business interests."

WE WILL NOT prohibit employees who have rightful access to our email system in the course of their work from sending e-mails to other employees regarding wages, hours, and other terms and conditions of employment, during their non-working time, through our e-mail system.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL rescind the provisions of our Non-Disclosure Agreement and Technology and Information Security Policy described above.

WE WILL furnish you with inserts for our current Non-Disclosure Agreement and Technology and Information Security Policy that (1) advise you that the provisions described above have been rescinded, or (2) provide language of lawful rules, or publish and distribute revised Non-Disclosure Agreement and Information Security Policy that (a) do not contain the provisions described above or (b) provide language of lawful rules.

CORE RECOVERIES, LLC

(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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Telephone: (513)684-3686
Hours of Operation: 8:00 a.m. to 4:30 p.m.

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 Field Examiner Michael E. Riggall.

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: CORE RECOVERIES, LLC
Case 09-CA-208361

(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.)

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 Regional Office, together with **TWO** original Notices, dated and signed in the same manner as those posted. If the Certification of Compliance form, Part One and signed Notices are returned via e-file or e-mail, no hard copies of the Certification of Compliance form, Part One or Notices are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: CORE RECOVERIES, LLC
Case 09-CA-208361

Rules rescission/revision

On (date) _____, the Employer rescinded the overly broad rules that are the subject of the Settlement Agreement and referenced in the Notice to Employees. (State means of rescission and attach proof.)

On (date) _____, the Employer notified employees that the rules that are the subject of the Settlement Agreement and referenced in the Notice to Employees have been rescinded. (State mean of notifying employees and attach proof.)

Periodically provide the Region with written updates on the progress of negotiations.

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 Regional Office. If the Certification of Compliance form, Part Two and signed Notices are returned via e-file or e-mail, no hard copy of the Certification of Compliance form, Part Two are required.

CERTIFICATE OF SERVICE

December 21, 2018

I hereby certify that I served the attached General Counsel's Motion for Default Judgment and memorandum in support thereof on all parties by electronic mail at the following addresses:

Matthew Korn, Chief Operating Officer
2600 Eastpoint Pkwy
Louisville, KY 40223-5151
Email: mkorn@corerecoveries.com

Ms. Dzejlana Kostic
9706 Hawkins Rill Ct Apt 1
Louisville, KY 40291-4666
Email: mizzjalana@icloud.com



Daniel A. Goode, Counsel for the General Counsel
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271