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**Conventions Unlimited, Inc. d/b/a Convention Services of Louisiana and International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO (IATSE), Local 39.**  
Case 15-CA-230783

July 30, 2019

**DECISION AND ORDER**

BY CHAIRMAN RING AND MEMBERS MCFERRAN  
AND KAPLAN

The General Counsel seeks a default judgment in this case on the ground that Conventions Unlimited, Inc. d/b/a Convention Services of Louisiana (the Respondent) has failed to file an answer to the complaint. Upon a charge filed by the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO (IATSE), Local 39 (the Union) on November 8, 2018, and a subsequent amended charge filed on January 31, 2019, the General Counsel issued a complaint on March 29, 2019, against the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the National Labor Relations Act. The Respondent failed to file an answer.

On May 3, 2019, the General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on May 7, 2019, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

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

**Ruling on Motion for Default Judgment**

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days after the service of the complaint, unless good cause is shown. Moreover, the complaint affirmatively stated that unless an answer was received by April 12, 2019, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Additionally, the undisputed allegations in the General Counsel's motion indicate that the Region, in a letter dated April 19, 2019, notified the Respondent that unless an answer was received by April 26, 2019, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

At all material times, the Respondent has been a corporation with an office and place of business in River Ridge, Louisiana, and has been engaged in the installation, dismantling, and maintenance of convention display materials.

In conducting its operations during the 12-month period ending March 25, 2019, the Respondent provided services valued in excess of \$50,000 for Rodan & Fields, LLC within the State of Louisiana.

At all material times, Rodan & Fields, LLC has been a corporation with an office and place of business in San Francisco, California, and has been engaged in the manufacture and sale of skincare products.

Annually, Rodan & Fields, LLC sold and shipped from its San Francisco, California facility goods valued in excess of \$50,000 directly to points outside the State of California.

Annually, Rodan & Fields, LLC purchased and received at its San Francisco, California facility goods valued in excess of \$50,000 directly from points outside the State of California.

Rodan & Fields, LLC is an enterprise directly engaged in interstate commerce.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

At all material times, Donald Fisk held the position of president and has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

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

All employees furnished by the Union to Respondent who perform services in connection with the installation, dismantling, and maintenance of convention decorations, exhibits and facilities, display booths, freight work and all related work.

At all material times, the Respondent has recognized the Union as the exclusive collective-bargaining

representative of the unit. This recognition has been embodied in a recognition agreement dated July 1, 2014.

Since about September 14, 2018, the Union has requested verbally that the Respondent furnish the Union with the following information: the Respondent's check registry for the September 2018 Rodan & Fields, LLC show.

Since about October 5, 2018, the Union has requested, in writing, that the Respondent furnish the Union with the following information: the Respondent's check registry and timesheets for the September 2018 Rodan & Fields, LLC show.

Since about October 22, 2018, the Union has requested, in writing, that the Respondent furnish the Union with the following information: the Respondent's check registries and daily timesheets for all shows at which the Union provided the Respondent with employees from 2014 to the present.

The information requested by the Union, as described above, is necessary for and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

Since about October 22, 2018, the Respondent has failed and refused to furnish the Union with the information requested by it as described above.

#### CONCLUSION OF LAW

By the conduct described above, the Respondent has failed to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to furnish the Union with certain information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the unit employees, we shall order the Respondent to furnish the Union with the information it requested on about September 14 and October 5 and 22, 2018.

#### ORDER

The National Labor Relations Board orders that the Respondent, Conventions Unlimited, Inc. d/b/a Convention Services of Louisiana, River Ridge, Louisiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO (IATSE), Local 39 as the exclusive collective-bargaining representative of the bargaining-unit employees by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its representative functions.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Furnish to the Union in a timely manner the information it requested on September 14 and October 5 and 22, 2018.

(b) Within 14 days after service by the Region, post at its facility in River Ridge, Louisiana, copies of the attached notice marked "Appendix."<sup>1</sup> Copies of the notice, on forms provided by the Regional Director for Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 22, 2018.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 15 a sworn certification of a responsible official on a form provided by the Region

<sup>1</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the

attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 30, 2019

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John F. Ring, Chairman

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Lauren McFerran, Member

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Marvin E. Kaplan, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

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

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives 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 refuse to bargain collectively with the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada AFL-CIO (IATSE), Local 39, by failing and refusing to furnish it with requested information that is necessary and relevant to the performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL furnish to the Union in a timely manner the information it requested on September 14 and October 5 and 22, 2018.

CONVENTIONS UNLIMITED, INC. D/B/A  
CONVENTION SERVICES OF LOUISIANA

The Board's decision can be found at [www.nlr.gov/case/15-CA-230783](http://www.nlr.gov/case/15-CA-230783) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

