

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 3**

**ALPHA BRAVO COMPANY, LLC**

**and**

**Case 03-CA-242147**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, DISTRICT UNION LOCAL ONE**

**MOTION TO TRANSFER PROCEEDINGS TO BOARD AND  
FOR DEFAULT JUDGMENT AND ISSUANCE OF  
BOARD'S DECISION AND ORDER**

**PLEASE TAKE NOTICE** that, pursuant to Sections 102.24 and 102.50 of the National Labor Relations Board's Rules and Regulations and Statements of Procedure, Series 8, as amended, (Board's Rules and Regulations), the undersigned Counsel for the General Counsel hereby moves that the National Labor Relations Board, (Board), (1) transfer this case and continue the proceedings before the Board; (2) deem the allegations set forth in the Complaint and Notice of Hearing (Complaint) issued in the above-captioned matter on July 24, 2019, as admitted to be true without the taking of evidence supporting the allegations in the Complaint; and (3) issue a Decision and Order granting Default Judgment and ordering Alpha Bravo Company, LLC, (Respondent), to appropriately remedy the unfair labor practices found; and grant such other, further, and different relief as may be proper under the circumstances. In support of this motion, Counsel for the General Counsel shows and alleges that:

1. The original charge in Case 03-CA-242147 was filed by the United Food and Commercial Workers Union, District Union Local One, (Union), on May 28, 2019, and a copy was served on Respondent by U.S. mail on the same date. The amended charge in this

proceeding was filed by the Union on July 22, 2019, and a copy was served on Respondent by U.S. mail on the same date. Copies of the charge, amended charge, and affidavits of service attached as Exhibit 1.

2. On July 24, 2019, a Complaint and Notice of Hearing issued in this proceeding and copies were served by certified mail on Respondent on the same date. Copies of the Complaint and affidavit of service, with proof of certified mailing, are attached as Exhibit 2.

3. The Answer to the Complaint was due on August 7, 2019. Respondent failed to file an Answer.

4. The undersigned Counsel for the General Counsel notified Respondent of its failure to file an Answer in this proceeding by letter dated August 8, 2019 sent via both certified and regular mail. A copy of the Complaint was enclosed with the letter. In the letter, the undersigned further advised that, unless Respondent filed a proper Answer by the close of business on September 15, 2019, the General Counsel of the NLRB would file a motion for default judgment with the Board. A copy of this letter is attached as Exhibit 3.

5. To date, Respondent has failed to file an Answer.

6. Respondent failed to file an Answer to the Complaint in accordance with Sections 102.20, 102.21 and 102.56 of the Board's Rules and Regulations, although it has been given every opportunity to do so. The required time for such adequate filing has now expired.

**WHEREFORE**, Counsel for the General Counsel respectfully requests that, in accordance with Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Board deem all matters alleged in the Complaint to be admitted to be true, and be so found, and that forthwith, a Board Decision and Order be issued containing findings of fact, conclusions of law, and an appropriate remedial order for the violations alleged in the Complaint.

**DATED** at Buffalo, New York this 16th day of August, 2019.

Respectfully submitted,

/s/ Jessica L. Cacaccio

**JESSICA L. CACACCIO**

Counsel for the General Counsel

National Labor Relations Board, Region 3

Niagara Center Building

130 South Elmwood Avenue, Suite 630

Buffalo, New York 14202

Tel: 716.398.7022

Email: [jcacacci@nlrb.gov](mailto:jcacacci@nlrb.gov)

# Exhibit 1

Form NLRB-501  
(11-94)

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case  
03-CA-242147Date Filed  
5/28/2019

## INSTRUCTIONS:

File an original and 4 copies of this charge 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 <b>Alpha Bravo Company</b>		b. Number of workers employed <b>9</b>	
c. Address (street, city, state, ZIP code) <b>10730 Enduring Freedom Dr Fort Drum, NY 13602</b>		d. Employer Representative <b>Mr. Jang Kim CEO</b>	e. Telephone No. <b>312-620-0012</b>
		Fax No.	
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Service</b>		g. Identify principal product or service <b>Barber Shop/Salon</b>	
h. 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) <u><b>8(a)3, 8(a)5</b></u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.			
2. Basis of Charge ( <i>set forth a clear and concise statement of the facts constituting the alleged unfair labor practices</i> )			
<p>At all times relevant hereto, the United Food and Commercial Workers District Union Local One ("Local One") a labor organization, was duly elected by a majority of employees to be the exclusive bargaining representative at Gino Morena Enterprises in accordance with Section 7 of the Act.</p> <p>Since on or about a date six months from the filing of this charge and at all times thereafter, Alpha Bravo Company took over the operations of Gino Morena and has retained all of the former employees of Gino Morena. Alpha Bravo Company, by its officers, agents and representatives has violated the National Labor Relations Act by actions that are discriminatory, coercive and which interferes with and restrains the employees exercise of their rights guaranteed in Section 7 of the Act by engaging in conduct which includes but is not limited to discouraging employees from continuing to be represented by Local One by making disparaging and derogatory statements about Local One and by failing to recognize and negotiate with Local One. Further, Alpha Bravo Company has unilaterally changed terms and conditions of employment of Local One members including but not limited to changing the pay structure, manner and time of payment and established methods of tracking charges of barbers and hair dressers represented by Local One without negotiating or offer to negotiate with Local One in bad faith and in violation of the Act.</p>			
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.			
3. Full name of party filing charge ( <i>if labor organization, give full name, including local name and number</i> ) <b>United Food and Commercial Workers District Union Local One</b>			
4a. Address ( <i>street and number, city, state, and ZIP code</i> ) <b>5911 Airport Road Oriskany NY 13424</b>		4b. Telephone No. <b>315-797-9600</b>	
		Fax No. <b>315-793-1182</b>	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit ( <i>to be filled in when charge is filed by a labor organization</i> ) <b>United Food and Commercial Workers International Union</b>			
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 <u><b>Robert E Smith</b></u> Robert Smith (signature of representative or person making charge)		General Counsel (title, if any) <b>315-797-9600</b>	
Address <b>5911 Airport Road, Oriskany NY 13424</b>		(Telephone No.) <b>315-793-1182</b>	
		(Fax No.)	
		5/24/2019 (date)	

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

**ALPHA BRAVO COMPANY**

Charged Party

and

**UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
DISTRICT UNION LOCAL ONE**

Charging Party

**Case 03-CA-242147**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on May 28, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Jang Kim, CEO  
Alpha Bravo Company  
10730 Enduring Freedom Drive  
Fort Drum, NY 13602

May 28, 2019

\_\_\_\_\_  
Date

LOUIS F. PORTO, Designated Agent of  
NLRB

\_\_\_\_\_  
Name  
/s/LOUIS F. PORTO

\_\_\_\_\_  
Signature

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case  
03-CA-242147

Date Filed  
7/22/2019

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

Alpha Bravo Company, LLC

b. Tel. No. 312-620-0012

c. Call No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)  
10730 Enduring Freedom Dr.  
Fort Drum, NY 13602

e. Employer Representative  
Jang Kim, CEO

g. e-Mail

h. Number of workers employed  
19

i. Type of Establishment (factory, mine, wholesaler, etc.)  
Retail

j. Identify principal product or service  
Barbershop/Salon

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) (5) 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)

Since on about April 26, 2019, and continuing thereafter, the above-named Employer, by its officers, agents and representatives, has restrained, coerced and interfered with employees in the exercise of rights guaranteed them by Section 7 of the Act, by acts and conduct including interrogating employees about their support for the Union, unlawfully polling employees about their support for the Union, instructing employees not to discuss workplace concerns with each other or with the Union, instructing employees to only bring workplace concerns to management, and by telling employees that the Employer would not work with or recognize the Union.  
Since on or about April 28, 2019, the above-named Employer, a successor to Gino Morena Enterprises, LLC, has failed and refused to recognize the Union as the collective-bargaining representative of unit employees.  
Since about April 28, 2019, the Employer has made various unilateral changes to unit employees' terms and conditions of employment without giving the Union notice and an opportunity to bargain over the changes.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

United Food and Commercial Workers Union District Union Local One

4a. Address (Street and number, city, state, and ZIP code)

5911 Airport Rd.  
Oriskany, NY 13424

4b. Tel. No. 315-797-9600

4c. Cell No.

4d. Fax No. 315-793-1182

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) United Food and Commercial Workers Union

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)

Robert Smith, General Counsel  
(Print/Type name and title or office, if any)

Tel. No. 315-797-9600

Office, if any, Cell No.

Fax No. 315-793-1182

e-Mail

5911 Airport Rd., Oriskany, NY 13424

7/22/19  
(Date)

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**

**ALPHA BRAVO COMPANY, LLC**

Charged Party

and

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION, DISTRICT UNION LOCAL  
ONE**

Charging Party

**Case 03-CA-242147**

**AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on July 22, 2019, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Jang Kim, Organizer  
Alpha Bravo Company, LLC  
10730 Enduring Freedom Drive  
Fort Drum, NY 13602

Jang Kim, Organizer  
Alpha Bravo Company, LLC  
5855 Medlock Bridge Parkway  
Suite 100  
Johns Creek, GA 30022

July 22, 2019

\_\_\_\_\_  
Date

LOUIS F. PORTO, Designated Agent of  
NLRB

\_\_\_\_\_  
Name

/s/LOUIS F. PORTO

\_\_\_\_\_  
Signature

# Exhibit 2

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 3**

**ALPHA BRAVO COMPANY, LLC**

**and**

**Case 03-CA-242147**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, DISTRICT UNION LOCAL ONE**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by United Food and Commercial Workers Union, District Union Local One (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Alpha Bravo Company, LLC (Respondent) has violated the Act as described below.

**1.**

(a) The charge in this proceeding was filed by the Union on May 28, 2019, and a copy was served on Respondent by U.S. mail on the same date.

(b) The amended charge in this proceeding was filed by the Union on July 22, 2019, and a copy was served on Respondent by U.S. mail on the same date.

**2.**

(a) Since about April 29, 2019, at which time Respondent commenced its operations, and continuing to present, Respondent has been a corporation with a place of business in Fort Drum, New York, where it provides barbershop services.

(b) Based on a projection of its operations since about April 29, 2019, at which time Respondent commenced its operations, Respondent will annually derive gross revenues in excess of \$500,000 in conducting its operations.

(c) In conducting its operations during the period of time described above in paragraph 2(a), Respondent purchased and received at its Fort Drum, New York facility products, goods, and materials valued in excess of \$5,000 directly from points outside the State of New York.

**3.**

Since about April 29, 2019, 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.**

(a) About April 29, 2019, Respondent assumed a contract for the business previously operated by Gino Morena Enterprises, LLC (GME), and since then has continued to operate the business of GME in basically unchanged form and has employed as a majority of its employees individuals who were previously employees of GME.

(b) About April 27, 2019, Respondent informed the employees of GME that it intended to retain them and maintain their terms and conditions of employment.

(c) Based on its operations described above in paragraph 5(a), Respondent has continued the employing entity and is a successor to GME.

(d) Based on its operations and the facts described above in paragraph 5(a) and (b), Respondent is a perfectly clear successor to GME.

**6.**

Since about April 29, 2019, 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:

Jang Kim	-	Owner
Jin Lee	-	Manager

**7.**

Respondent, by Jang Kim, at Respondent's Main PX facility:

- (a) About April 27, 2019, informed an employee that the Respondent would be a nonunion company.
- (b) About April 28, 2019, polled employees as to whether they wished to be represented by the Union.
- (c) About April 28, 2019, informed employees that he was seeking to get rid of the Union.
- (d) About April 28, 2019, stated to employees that the Respondent was a nonunion company.
- (e) About April 28, 2019, stated to employees that he would not work with the Union.
- (f) About May 1, 2019, interrogated employees about their support for the Union.
- (g) About May 30, 2019, interrogated an employee about the employee's protected and/or union activities

- (h) About May 30, 2019, instructed an employee not to discuss any workplace concerns with the Union or with the employee's coworkers.
- (i) About June 4, 2019, informed an employee that the Respondent was a union-free company and would remain so.

**8.**

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

[A]ll barbers (excluding the general manager, as well as guards and supervisors, as those terms are defined in the National Labor Relations Act) employed at the Company's barbershops located on the U.S. Government Post exchange at Fort Drum.

(b) At all material times until about April 28, 2019, the Union had been the exclusive collective-bargaining representative of the Unit employed by GME, and during that time the Union had been recognized as such representative by GME. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from May 10, 2017 to May 10, 2022.

(c) Since about April 29, 2019, based on the facts described above in paragraph 5(a) and (d), the Union has been the designated exclusive collective-bargaining representative of the Unit.

(d) At all material times until about April 29, 2019, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by GME.

(e) At all material times since about April 27, 2019, based on Section 9(a) of the Act, the Union has been the designated exclusive collective-bargaining representative of Respondent's employees in the Unit.

(f) Alternatively, at all times since about April 29, 2019, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

**9.**

(a) About April 23, 2019, the Union requested that Respondent recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

(b) Since about April 27, 2019, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

(c) Alternatively, since about April 29, 2019, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

**10.**

By engaging in the conduct described above in paragraph 7(a), (c), (d), and (e), Respondent forfeited its right to set initial terms and conditions of employment for Unit employees.

**11.**

(a) About April 28, 2019, Respondent instituted a probationary period for all employees.

(b) About April 29, 2019, Respondent reduced employees' hours.

(c) About April 29, 2019, Respondent temporarily closed three barbershops at which bargaining unit employees worked.

(d) About May 17, 2019, Respondent altered the method by which employees were paid.

(e) About May 31, 2019, Respondent extended employees' probationary period.

(f) About May 31, 2019, Respondent reduced the wages of employee Julie Blan.

(g) The subjects set forth above in paragraph 11(a) through (f) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(h) Respondent engaged in the conduct described above in paragraph 11(a), (b), (d), (e), and (f) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

(i) Respondent engaged in the conduct described above in paragraph 11(c) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to the effects of this conduct.

## **12.**

By the conduct described above on paragraph 7, 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.

## **13.**

By the conduct described above in paragraphs 9(b) and (c), 10, and 11(a) through (f), (h), and (i), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, in violation of Section 8(a)(1) and (5) of the Act.

**14.**

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 11 and 13, the General Counsel seeks an Order requiring Respondent, inter alia, to preserve and, within 14 days of a request, provide at the office designated by the Board or its agents, a copy of all payroll records, social security payroll records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of such Order. If requested, the originals of such records shall be provided to the Board or its agents in the same manner.

**WHEREFORE**, as part of the remedy for the unfair labor practices alleged above in paragraphs 7, and 9 through 13, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative Jang Kim read the notice to the employees 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 during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 6.

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 complaint. The answer must be **received by this**

**office on or before August 7, 2019, or postmarked on or before August 6, 2019.** 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](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT on October 21, 2019, 1:00 p.m.**, at a location to be determined, 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 Buffalo, New York, this 24<sup>th</sup> day of July, 2019.

/S/PAUL J. MURPHY

---

PAUL J. MURPHY  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 03  
130 S Elmwood Ave Ste 630  
Buffalo, NY 14202-2465

Attachments

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 3**

**ALPHA BRAVO COMPANY, LLC**

**and**

**Case 03-CA-242147**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, DISTRICT UNION LOCAL ONE**

**AFFIDAVIT OF SERVICE OF: 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 July 24, 2019, 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:

Jang Kim , Organizer  
Alpha Bravo Company, LLC  
10730 Enduring Freedom Drive  
Fort Drum, NY 13602

**CERTIFIED MAIL  
7014-1820-0000-6579-6660  
RETURN RECEIPT REQUESTED**

Jang Kim , Organizer  
Alpha Bravo Company, LLC  
5855 Medlock Bridge Parkway  
Suite 100  
Johns Creek, GA 30022

**CERTIFIED MAIL  
7019-1120-0000-8848-4317  
RETURN RECEIPT REQUESTED**

Robert Smith , General Counsel  
United Food and Commercial Workers  
Union, District Union Local One  
5911 Airport Road  
Oriskany, NY 13424-3904

**CERTIFIED MAIL  
7014-1820-0000-6579-6677  
RETURN RECEIPT REQUESTED**

July 24, 2019

JULIO GONZALEZ, Designated Agent of  
NLRB

---

Date

---

Name

/S/JULIO GONZALEZ

---

Signature

**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.

# Exhibit 3



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 3  
130 S Elmwood Ave Ste 630  
Buffalo, NY 14202-2465

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (716)551-4931  
Fax: (716)551-4972

Agent's Direct Dial: (716) 398-7022

August 8, 2019

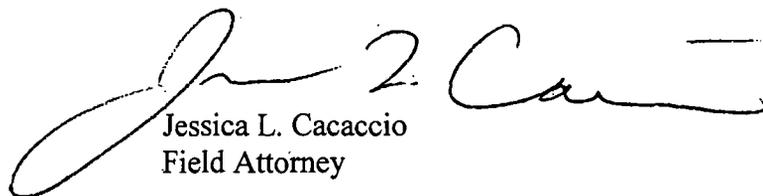
Mr. Jang Kim  
Alpha Bravo Company, LLC  
10730 Enduring Freedom Drive  
Fort Drum, NY 13602 Via fax and mail

Re: Alpha Bravo Company, LLC  
Case 03-CA-242147

Dear Mr. Kim:

The Region issued a Complaint and Notice of Hearing in this case on **July 24, 2019**. As stated in the Complaint, the Answer to the Complaint was due on or before **August 7, 2019**. To date, the Region has not received an Answer to the Complaint and Notice of Hearing. I am writing to inform you that if an Answer is not received by this office by **Thursday, August 15, 2019**, the Region will seek a default judgment with the National Labor Relations Board. Please contact me at your earliest opportunity to discuss this matter.

Very truly yours,



Jessica L. Cacaccio  
Field Attorney

cc: Jang Kim  
Alpha Bravo Company, LLC  
5855 Medlock Bridge Parkway  
Suite 100  
Johns Creek, GA 30022