

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

CW BUILDING MAINTENANCE

and

Case 20-CA-253040

**SERVICE EMPLOYEES INTERNATIONAL
UNION, SEIU LOCAL 87**

MOTION FOR DEFAULT JUDGMENT

Pursuant to Sections 102.20, 102.24, and 102.50 of the amended Rules and Regulations of the National Labor Relations Board (the “Board), Counsel for the General Counsel respectfully moves the Board to: (1) transfer the captioned matter and continue proceedings before the Board; (2) deem the allegations in the Complaint and Notice of Hearing (the “Complaint”) in this matter, issued on February 18, 2020, admitted to be true without taking substantive evidence supporting the allegations; and (3) issue a Decision and Order granting default judgment. In support of this Motion, General Counsel submits as follows:

1. On December 4, 2019, Service Employees International Union, Local 87 (the Union) filed a charge in Case 20-CA-253040 alleging that CW Building Maintenance (Respondent) was engaging in certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sect. 151, et seq., (the Act). (A copy of said charge has been attached as **Exhibit 1**, as are all other documents marked as Exhibits and referred to hereafter.) The original charge was served on Respondent by U.S. mail on December 9, 2019 (**Exhibit 2**).

2. On February 18, 2020, the General Counsel of the Board, by the Regional Director of Region 20 of the Board, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issued a Complaint and Notice of Hearing in Case 20-CA-253040 (**Exhibit 3**). The Complaint specifically informed Respondent that, pursuant to Section 102.20 and 102.21 of the Board's Rules and Regulations, an Answer to said Complaint must be filed on or before March 3, 2020, and that if no Answer was filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations of the Complaint are true.
3. A copy of the Complaint and Notice of Hearing was served on Respondent's then-legal representative by certified mail on February 18, 2020 (**Exhibit 4**).
4. By e-mail dated February 20, 2020 Field Attorney Yasmin Macariola forwarded to Respondent and her then-legal counsel a copy of the Complaint and Notice of Hearing (**Exhibit 5**). The e-mail sent to Respondent was not returned as undeliverable to the Region.
5. By letter dated March 12, 2020, the Regional Director for Region 20 notified Respondent that an Answer to the Complaint had not been received, and informed Respondent that, if an Answer was not received by March 19, 2020, a Motion for Default Judgment would be filed with the Board (**Exhibit 6**). Said letter, forwarded to Respondent via e-mail also on March 19, 2020, was not returned as undeliverable to the Region (**Exhibit 7**).
6. Despite having been advised of the filing requirements, Respondent has failed to file an Answer to the Complaint. Furthermore, Respondent has not shown any good cause to justify its failure to file an Answer. This failure, coupled with the specific allegations of the Complaint, provide the basis for filing this Motion for Default Judgment.
7. Based on the failure of Respondent to file an Answer under Section 102.20 of the Board's Rules, it is respectfully submitted that the Board deem all the allegations of the Complaint to be

true, and issue an appropriate default judgment order. *Joy Luck Palace Inc.*, 368 NLRB No. 108 (October 30, 2019); *On Target Security, Inc.*, 362 NLRB No. 31 (2015); *Pro Works Contracting, Inc.*, 362 NLRB 1 (2015); *Fine Fare Supermarkets*, 359 NLRB No. 65 (2013).

8. Even where respondent lacks labor counsel, default judgment is appropriate when respondent fails to file an answer or request an extension of time. *Patrician Assisted Living Facility*, 339 NLRB 1153 (2003) (pro se status alone does not establish good cause or an explanation for failing to file a timely answer to complaint); *Newark Symphony Hall*, 323 NLRB 1297 (1997) (good cause not established by the fact that the pro se respondent did not know how to answer the complaint did not retain labor counsel when the complaint issued).

NOW THEREFORE, in view of all the matters set forth above, and in view of Section 102.20 of the Board's Rules and Regulations providing that all allegations of a complaint not denied are deemed to be admitted to be true, Counsel for the General Counsel prays that the Board issue a judgment on the pleadings; make appropriate findings of fact and conclusions of law; find that Respondent has violated Sections 8(a)(1) and (5) of the Act; and issue an order providing for an appropriate remedy--including, but not limited to, an order directing Respondent to cease and desist from unreasonably delaying in providing the Union with information that is relevant to its role as the exclusive collective-bargaining representative of their employees.

Dated at San Francisco, California, this 6th of April, 2020.

/s/ Yaromil Ralph

Yaromil Ralph
Counsel for the General Counsel
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, California 94103

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
20-CA-253040	12/04/2019

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 CW Building Maintenance	b. Tel. No. 415-453-5000
	c. Cell No. 808-253-8770
d. Address (Street, city, state, and ZIP code) 927 Sunnyvale Ave San Francisco, CA 94134	f. Fax No. 415-457-0278
	g. e-mail Christian@wijnberglaw.com
e. Employer Representative Christian Wijnberg	h. Number of workers employed 23
i. Type of Establishment (factory, mine, wholesaler, etc.) Janitorial services	j. Identify principal product or service Janitorial services
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) 8(d) ; 8 (a) (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 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) CW agreed to provide monthly paystubs organized by individual from August 2016 to present by 8/15/19. Despite CW's agreement to provide payroll records by 8/15/19 to SEIU Local 87, it has not done so or even responded to the Union's continued requests for this information.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) SEIU Local 87	
4a. Address (Street and number, city, state, and ZIP code) Siegel, Yee, Brunner & Mehta 475 14th St, suite 500 Oakland CA 94612	4b. Tel. No. 510-839-1200
	4c. Cell No.
	4d. Fax No.
	4e. e-mail sonyamehta@siegelyee.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.	
 Sonya Mehta (signature of representative or person making charge)	Tel. No. 510-839-1200
	Office, if any, Cell No.
	Fax No.
Address 5 14th St, suite 500 Oakland CA 94612	Date 12/4/19 e-mail sonyamehta@siegelyee.com

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 may cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

CW BUILDING MAINTENANCE

Charged Party

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, [SEIU] LOCAL 87**

Charging Party

Case 20-CA-253040

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 9, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Christian Wijnberg, Employer Representative
CW Building Maintenance
927 Sunnyvale Avenue
San Francisco CA 94134

December 9, 2019

Date

Caroline Barker, Designated Agent of NLRB

Name

/s/ Caroline Barker

Signature

EXHIBIT 2

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

CW BUILDING MAINTENANCE

and

Case 20-CA-253040

**SERVICE EMPLOYEES INTERNATIONAL
UNION, SEIU LOCAL 87**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Service Employees International Union, SEIU Local 87 (Charging Party). 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 CW Building Maintenance (Respondent) has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on December 4, 2019, and a copy was served on Respondent by U.S. mail on December 9, 2019.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in San Francisco, CA, Respondent's facility, and has been engaged in the business of providing janitorial services to office buildings.

(b) During the 12-month period ending December 31, 2018, Respondent in conducting its operations described above in subparagraph 2(a), purchased and received at its San Francisco, CA facility goods valued in excess of \$50,000 directly from points outside the State of CA.

Exhibit 3

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

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

5. (a) At all material times, Michelle Redding held the position of Respondent's Owner and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

(b) At all material times, an attorney, who is unnamed herein but whose identity is known to Respondent, has been an agent of Respondent within the meaning of Section 2(13) of the Act.

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

All employees working under the provisions of the Collective Bargaining Agreement between the Union and the San Francisco Maintenance Contractors Association in effect from August 1, 2016 through July 31, 2020.

(b) Since about February 24, 2013 and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from August 1, 2016 to July 31, 2020.

(c) At all times since February 24, 2013, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

7. (a) Since about July 17, 2019, the Union has requested in writing that Respondent furnish the Union with the following information: the monthly paystubs of each Unit employee, organized by individual employee, from August 2016 to the present.

(b) The information requested by the Union, as described above in subparagraph 7(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

8. Since about August 15, 2019, Respondent, by its unnamed attorney, has failed and refused to furnish the Union with the information requested by it as described above in subparagraph 7(a).

9. By the conduct described above in paragraph 8, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

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

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 March 3, 2020, or postmarked on or before March 2, 2020**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. 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.

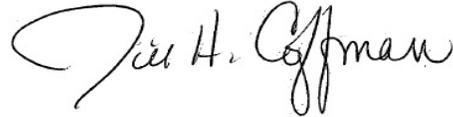
If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **May 5, 2020, at 9:00 a.m.**, in the Natalie P. Allen Courtroom (Suite 400), 901 Market Street, San Francisco, California, 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: February 18, 2020

A handwritten signature in black ink that reads "Jill H. Coffman". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

JILL H. COFFMAN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

CW BUILDING MAINTENANCE

and

Case 20-CA-253040

**SERVICE EMPLOYEES INTERNATIONAL
UNION, SEIU LOCAL 87**

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 February 18, 2020, 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:

Christian Wijnberg
CW Building Maintenance
927 Sunnyvale Avenue
San Francisco, CA 94134

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED
7015 0640 0007 2064 8134**

Sonya Z. Mehta, Attorney
Siegel Yee Brunner & Mehta
475 14th Street Suite 500
Oakland, CA 94612-1925

FIRST CLASS MAIL

Service Employees International Union,
Local 87
240 Golden Gate Avenue
San Francisco, CA 94102

FIRST CLASS MAIL

February 18, 2020

Date

Susie Louie, Designated Agent of NLRB

Name

/s/ Susie Louie

Signature

Exhibit 4

From: [Macariola, Yasmin](#)
To: [Christian Wijnberg](#)
Cc: cwbn@comcast.net
Subject: RE: CW Maintenance
Date: Thursday, February 20, 2020 9:39:00 AM
Attachments: [CPT.20-CA-253040.Complaint and Notice of Hearing \(6\).pdf](#)

Dear Mr. Wijnberg and Ms. Redding,

As I stated in my voicemail to you last week, I am unable to grant an extension to sign the settlement, based on Ms. Redding's change of counsel. The complaint was issued on Tuesday, February 18th. I have attached a copy of it to this email. Ms. Redding can always sign a settlement prior to the hearing, should she wish to do so. I will note in our records that you, Mr. Wijnberg, are no longer her attorney. Ms. Redding, should you retain another attorney, please send me an email with their contact information. If you have any questions about the settlement, please let me know. If you are still interested in signing the settlement, then I will need the languages that the notice postings should be translated into and the addresses for the work sites where it will be posted. Thank you.

Sincerely,

Yasmin Macariola
Field Attorney
(628) 221-8860

-----Original Message-----

From: Christian Wijnberg <christian@wijnberglaw.com>
Sent: Tuesday, February 18, 2020 9:24 AM
To: Macariola, Yasmin <Yasmin.Macariola@nlrb.gov>
Subject: CW Maintenance

Dear Ms. Macariola:

I left a voicemail for you on Friday informing you that I was retiring from active law practice. As an inactive member of the State Bar, I am unable to represent or advise CW Maintenance any longer.

This decision has been made for health reasons. I apologize for informing you so late in the day. I would be most grateful if you would allow my client 30 days in which to find a new lawyer.

Your email stated that close of business on Monday, February 17 was the deadline for signing the settlement agreement with the union. Because Monday was a Federal holiday, I assume that the deadline was extended until close of business today.

I know that Michelle Redding has been making every attempt to provide all the requested information, including pay stubs, that she agreed to provide the union in July. I hope you will recognize her good faith efforts by granting the company sufficient time to find and retain new counsel.

Kind regards,
Christian Wijnberg

Sent from my iPhone

Exhibit 5



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156

Agent's Direct Dial: (628)221-8860

March 12, 2020

Michelle Redding
CW Building Maintenance
2715 Sargeant Ave.
San Pablo, CA 94806

Re: CW Building Maintenance
Case 20-CA-253040

Dear Ms. Redding:

A Complaint and Notice of Hearing in the above matter issued on February 18, 2020 and was received by your attorney at the time, Christian Wijnberg. Additionally, Field Attorney Yasmin Macariola forwarded the Complaint and Notice of Hearing via e-mail to you and Mr. Wijnberg on February 20, 2020. An Answer to the Complaint was due on March 3, 2020. Our records do not indicate that an Answer has been filed. This is to remind you that if an Answer is not received by close of business, March 19, 2020, a Motion for Default Judgment will be filed with the Board.

Very truly yours,

A handwritten signature in cursive script that reads "Jill H. Coffman".

JILL COFFMAN
Regional Director

Exhibit 6

From: [Yan, Katherine K.](#)
To: cwbm@comcast.net
Cc: [Ralph, Yaromil](#); [Schneider, Kathleen C.](#)
Subject: CW Building Maintenance 20-CA-253040
Date: Thursday, March 12, 2020 2:44:28 PM
Attachments: [LTR.20-CA-253040.7 day letter answer to complaint.pdf](#)

Attached please find the Letter issued today in the above noted case.

Thanks!

Katherine Yan

Secretary to the Regional Director
National Labor Relations Board, Region 20
San Francisco, CA