



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, D.C. 20570

April 15, 2020

Deborah S. Hunt
Clerk, United States Court of
Appeals for the Sixth Circuit
540 Potter Stewart U.S. Courthouse
100 East Fifth Street
Cincinnati, OH 45202-3988

Re: *NLRB v. Keystone Printing, Inc., d/b/a
Keystone Millbrook Printing Group*, Board
Case No. 07-CA-246458

Dear Ms. Hunt:

I am enclosing the Board's application for summary entry of a judgment enforcing the Board's order in this case, and a copy of a proposed judgment.

Please serve a copy of the application on Respondent, whose addresses appear on the service list. Additional copies are provided for service on the Respondent. I have served a copy of the Board's application and proposed judgment on each party admitted to participate in the Board proceedings, and their names and addresses also appear on the service list.

I am counsel of record for the Board, and all correspondence should be addressed to me.

Very truly yours,

/s/ David Habenstreit

David Habenstreit
Assistant General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half St., S.E.
Washington, D.C. 20570
(202) 273-2960

cc: Service List

SERVICE SHEET

RESPONDENT:

Tim Clark
Keystone Printing, Inc., d/b/a Keystone
Millbrook Printing Group
3750 Galt Ocean Drive #608
Fort Lauderdale, FL 33308

Telephone: (517) 627-4078
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Ann Gienapp
1515 Pershing Dr
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CHARGING PARTY:

Israel Castro, DC3 Secretary-Treasurer
Local 550-M of District Council 3, Graphic
Communications Conference, Int'l
Brotherhood of Teamsters (IBT)
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REGIONAL DIRECTOR:

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National Labor Relations Board
477 Michigan Ave., Rm. 05-200
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STATE LISTED RESIDENT AGENT:

Timothy A. Clark
Keystone Printing, Inc.
3540 Jefferson Hwy
Grand Ledge, MI 48837

THE BOARD IS NOT
AWARE OF COUNSEL
FOR RESPONDENT

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	
KEYSTONE PRINTING, INC., D/B/A KEYSTONE MILLBROOK PRINTING GROUP	:	Board Case No.:
	:	07-CA-246458
	:	
Respondent	:	

APPLICATION FOR SUMMARY ENTRY OF A JUDGMENT
ENFORCING AN ORDER OF
THE NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Sixth Circuit:

The National Labor Relations Board, pursuant to Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. §§ 151, 160(e)), applies to this Court for summary entry of a judgment enforcing its order against Keystone Printing, Inc., d/b/a Keystone Millbrook Printing Group (“Respondent”). The Board is entitled to summary enforcement of its order because Respondent failed to file an answer to the Board’s unfair labor practice complaint and the Board entered an order by default. In support, the Board shows:

A. Jurisdiction of this Court

This Court has jurisdiction over this application under Section 10(e) of the Act (29 U.S.C. § 160(e)). Venue is proper in this Circuit because the unfair labor practices occurred in Michigan. The Board's final order issued on February 27, 2020, and is reported at 369 NLRB No. 35.

B. Proceedings Before the Board

1. On October 7, 2019, the General Counsel issued the complaint and notice of hearing in Case No. 07-CA-246458, charging Respondent with certain violations of the Act. The complaint, in part, advised the Respondent that under the Board's Rules (29 C.F.R. 102.20 and 102.21), the Respondent was required to file an answer by October 21, 2019, and that if the Respondent failed to file an answer, the allegations of the complaint would be deemed to be true.

2. Having not received an answer, counsel for the General Counsel, on October 30, 2019, sent Respondent a letter advising that if no answer was received by November 6, 2019, the Board's Regional Office would file a Motion for Default Judgment with the Board.

3. The Respondent did not file an answer.

4. On November 25, 2019, counsel for the General Counsel filed with the Board a Motion for Default Judgment based upon the Respondent's failure to file an answer to the complaint.

5. By order dated November 27, 2019, the Board transferred the case to itself and issued a Notice to Show Cause, giving Respondent until December 11, 2019, to file with the Board in Washington, D.C., a response to the Motion for Default Judgment. On January 14, 2020, the Board issued a Second Order Transferring Proceeding to the Board and Notice to Show Cause extending the time for Respondent to file a response until January 28, 2020.

6. Respondent did not file a response. The allegations in the motion were therefore undisputed.

7. The Board, on February 27, 2020, issued its Decision and Order, granting the Motion for Default Judgment in the absence of good cause being shown for Respondent's failure to file a timely answer, and entering an appropriate order against the Respondent.

C. The Board Is Entitled to Summary Enforcement of Its Order

On these facts, the Board is entitled to summary enforcement of its order against Respondent. Where a respondent in a Board proceeding fails to file an appropriate answer to the unfair labor practice complaint in a timely manner, the Board may, pursuant to Board Rule 102.20, absent a showing of "good cause," deem the complaint's allegations admitted, and then may enter an order, essentially by default, against the respondent. No cause for Respondent's failure to file an answer was alleged or shown here.

It is settled that the Board is entitled to have that default judgment summarily enforced. Under Section 10(e) of the Act (29 U.S.C. § 160(e)), no objection that has not been urged before the Board shall be considered by a court of appeals “unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances.” This limitation is jurisdictional and its application is mandatory. *Woelke & Romero Framing v. NLRB*, 456 U.S. 645, 666-67 (1982). Interpreting that requirement, courts have consistently held that a respondent’s failure to assert any defense before the Board entitles the Board, absent extraordinary circumstances, to summary enforcement of its order. *See e.g., NLRB v. Mays Printing Co.*, 452 F.App’x 593 (6th Cir. 2009). *See also; Mt. Clemens Gen. Hosp. v. NLRB*, 328 F.3d 837, 843 (6th Cir. 2003); *Father and Sons Lumber v. NLRB*, 931 F.2d 1093, 1095-96, 1097 (6th Cir. 1991); *N.L.R.B. v. Innkeepers of Ohio, Inc.*, 596 F.2d 177, 178 (6th Cir. 1979); *NLRB v. Aaron Convalescent Home*, 479 F.2d 736, 738-39 (6th Cir. 1973); *NLRB v. Dane County Dairy*, 795 F.2d 1313, 1319-21 (7th Cir. 1986); *Oldwick Materials, Inc. v. NLRB*, 732 F.2d 339, 341 (3d Cir. 1984). No such circumstances have been alleged or shown here.

WHEREFORE, the Board respectfully requests that the Court, after serving notice of the filing of this application on Respondent, enter judgment summarily

enforcing the Board's order in full. A proposed judgment is attached.

/s/ David Habenstreit

David Habenstreit
Assistant General Counsel
National Labor Relations Board
1015 Half St., S.E.
Washington, D.C. 20570

Dated in Washington, D.C.
this 15th day of April, 2020

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	
KEYSTONE PRINTING, INC., D/B/A KEYSTONE MILLBROOK PRINTING GROUP	:	Board Case No.:
	:	07-CA-246458
	:	
Respondent	:	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Keystone Printing, Inc., d/b/a Keystone Millbrook Printing Group, its officers, agents, successors, and assigns, enforcing its order dated February 27, 2020, in Case No. 07-CA-246458, reported at 369 NLRB No. 35, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Keystone Printing, Inc., d/b/a Keystone Millbrook Printing Group, its officers, agents, successors, and assigns, shall abide by said order (See attached Order and Appendix).

ENTERED BY ORDER OF THE COURT

Clerk

NATIONAL LABOR RELATIONS BOARD

v.

KEYSTONE PRINTING, INC.,
D/B/A KEYSTONE MILLBROOK PRINTING GROUP

ORDER

Keystone Printing, Inc., d/b/a Keystone Millbrook Printing Group, Grand Ledge, Michigan, its officers, agents, successors, and assigns shall

1. Cease and desist from
 - (a) Failing and refusing to bargain collectively and in good faith with Graphic Communications Conference International Brotherhood of Teamsters Local 25-M of District Council 3 (the Union) as the exclusive collective-bargaining representative of bargaining unit employees about the effects of its decision to cease operations at its Grand Ledge facility.
 - (b) Failing to continue in effect all terms and conditions of employment of its unit employees by failing or refusing to pay them the cash equivalent of any unused vacation earned in the calendar year ending December 31, 2018, and accrued vacation pay earned in the period from January 1 through August 9, as provided in article 26 of the collective-bargaining agreement.
 - (c) 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) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning the effects of its decision to close the Respondent's Grand Ledge facility and reduce to writing any agreement reached as a result of such bargaining:

All full-time and regular part-time employees performing work, processes, operations and production directly related to printing; including garment operators, pick-n-pack general employees, floor workers, building maintenance, coatings operators, truck drivers, shipping and

receiving, materials and logistics, mailing operators, mailing coordinators, general bindery, bindery operators, prepress assistants, electronic prepress, digital press operators, small press operators 20” and below, press helper, web press operators, press helpers, 2nd pressmen, six up to ten color sheet fed over 29” up to and including 40”, and six color fed up to and including 29” employees employed by Respondent at or out of its Grand Ledge facility; but excluding confidential employees and guards and supervisors as defined in the Act.

- (b) Pay the unit employees their normal wages for the period set forth in the remedy section of this decision, with interest.
- (c) Pay the unit employees the cash equivalent of any unused vacation earned in the calendar year ending December 31, 2018, and accrued vacation pay earned in the period from January 1 through August 9, 2019, as provided in the collective-bargaining agreement, with interest.
- (d) Compensate the unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.
- (e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment 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 this Order.
- (f) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by the Respondent’s authorized representative, copies of the attached notice marked “Appendix,” to the Union and to all unit employees who were employed by the Respondent at any time since August 9, 2019.
- (g) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 fail and refuse to recognize and bargain with Graphic Communications Conference International Brotherhood of Teamsters Local 25-M of District Council 3 as the exclusive collective-bargaining representative of our employees in the bargaining unit by failing and refusing to bargain about the effects of our decision to cease operations at our Grand Ledge, Michigan facility.

WE WILL NOT fail to continue in effect all terms and conditions of employment of our unit employees by failing or refusing to pay them the cash equivalent of any unused vacation earned in the calendar year ending December 31, 2018, and accrued vacation pay earned in the period from January 1 through August 9, 2019, as provided in article 26 of the collective-bargaining agreement.

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

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning the effects of our decision to close our Grand Ledge facility and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time employees performing work, processes, operations and production directly related to printing; including garment operators, pick-n-pack general employees, floor workers, building maintenance, coatings operators, truck drivers, shipping and receiving, materials and logistics, mailing operators, mailing coordinators, general bindery, bindery operators, prepress assistants, electronic prepress, digital press operators, small press operators 20” and

below, press helper, web press operators, press helpers, 2nd pressmen, six up to ten color sheet fed over 29” up to and including 40”, and six color fed up to and including 29” employees employed by us or out of our Grand Ledge facility; but excluding confidential employees and guards and supervisors as defined in the Act.

WE WILL compensate our unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

KEYSTONE PRINTING, INC.,
D/B/A KEYSTONE MILLBROOK PRINTING GROUP

The Board’s decision can be found at www.nlr.gov/case/07-CA-246458 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.



UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	
KEYSTONE PRINTING, INC., D/B/A KEYSTONE MILLBROOK PRINTING GROUP	:	Board Case No.: 07-CA-246458
	:	
Respondent	:	

CERTIFICATE OF SERVICE

The undersigned certifies that one copy each of the Board's application for summary entry of judgment and proposed judgment, in the above-captioned case, has this day been served by first class mail upon the following parties at the addresses listed below:

Tim Clark
Keystone Printing, Inc., d/b/a
Keystone Millbrook Printing Group
3750 Galt Ocean Drive #608
Fort Lauderdale, FL 33308

Timothy A. Clark
Keystone Printing, Inc.
3540 Jefferson Hwy
Grand Ledge, MI 48837

Ann Gienapp
1515 Pershing Dr
Lansing, MI 48910

/s/ David Habenstreit
David Habenstreit
Assistant General Counsel
National Labor Relations Board
1015 Half St., S.E.
Washington, D.C. 20570

Dated at Washington, D.C.
this 15th day of April, 2020