

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1**

FAMILY ATTRACTIONS AMUSEMENTS CO., LLC

and

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS (CATA)**

Case 01-CA-130086

**MOTION TO TRANSFER PROCEEDING TO
THE BOARD AND FOR DEFAULT JUDGMENT**

NOW COMES Emily Goldman, Counsel for the General Counsel of the National Labor Relations Board (the Board) who, pursuant to Sections 102.24 and 102.56(c) of the Board's Rules and Regulations, files this Motion to Transfer Proceeding to the Board and for Default Judgment. In support of her Motion, Counsel for the General Counsel states the following:

1. On December 27, 2017, the Board issued a Decision and Order (Board Order) in this case approving the parties' Formal Settlement Stipulation (Settlement), and ordering Family Attractions Amusements Co., LLC. (Respondent), inter alia, to make whole its employees employed during the 2014 carnival season as a result of Respondent's recognition of the Association of Mobile Entertainment Workers (AMEW) as the exclusive collective-bargaining representative of its H-2B visa employees (the discriminatees). A copy of the Board Order is attached as Exhibit A.

2. A dispute arose over the amount of wages due under Remedy Section 1(c) of the Board Order, which provides that Respondent shall make its employees employed during the 2014 carnival season whole within 21 days of the date of the Order,

except that if the amounts, if any, due to employees are not yet agreed upon, a compliance proceeding will be commenced as soon as practicable to litigate the amount of backpay due, if any, to said employees...

3. On June 2, 2020, the Acting Regional Director for Region One issued a

Compliance Specification and Notice of Hearing in this matter, a copy of which is attached as Exhibit B.¹ The deadline for Respondent to file its Answer was June 23.

4. On June 19, Respondent requested an extension of time until July 7 to file its Answer. In support of its request, Counsel for Respondent asserted that it had only recently learned that Respondent had gone out of business in 2016, and that it was dissolved shortly thereafter. Counsel asserted that they had been unable to reach Respondent officials until the week of June 19, and that they were unsure whether they still had a client to represent in this matter. They requested additional time in order to “determine our obligations and to work with the Region to determine the best way forward in this matter.” A copy of Respondent’s request for an extension of time is attached as Exhibit C.

5. On June 19, the Region granted Respondent’s request for an extension of time until July 7. A copy of the Region’s letter granting Respondent’s request is attached as Exhibit D.

6. On July 6, Respondent requested a second extension of time until July 21 to file its Answer. In support of this request, Respondent reiterated that, as a result of Respondent’s alleged dissolution, it was not clear that Counsel had a client to represent. Nonetheless, it asserted, Counsel had submitted a settlement offer to the Region and was awaiting a response. Counsel asserted that it was seeking an additional extension of time “...to determine its obligations and work with the Region to determine the best way forward...” A copy of Respondent’s second request for an extension of time is attached as Exhibit E.

7. On July 6, the Region granted Respondent’s second request for an extension of time until July 21. A copy of the Region’s letter granting Respondent’s request is attached as Exhibit F.

8. To date, no Answer to the Compliance Specification has been filed with the Region.

9. To date, by failing to file an Answer to the Compliance Specification, Respondent has failed to comply with Section 102.56 of the Board’s Rules and Regulations.

¹ All dates hereinafter are 2020, unless otherwise specified.

ACCORDINGLY, Counsel for the General Counsel respectfully moves that the Board:

1. Transfer this proceeding to itself for decision;
2. Without further notice to Respondent, and without taking evidence in support of the allegations, deem all of the allegations in the Compliance Specification to be admitted as true; and
3. Order Respondent to make the discriminatees whole as set forth in the Compliance Specification.

Dated: November 6, 2020

Emily G. Goldman

Emily G. Goldman
Counsel for the General Counsel
National Labor Relations Board
Region 1

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

JKJ WORKFORCE AGENCY, INC.

and

Case 01-CA-129948

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

BIG O AMUSEMENTS, INC.

and

Case 01-CA-129951

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

BIG ROCK AMUSEMENTS, LLC

and

Case 01-CA-130002

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

BROWN'S AMUSEMENTS, INC.

and

Case 01-CA-130009

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

CARSON & BARNES CIRCUS CO., INC.

and

Case 01-CA-130072

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

CASEY'S RIDES, INC.

and

Case 01-CA-130078

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

CHUCKWAGON

and

Case 01-CA-130872

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**CULPEPPER ENTERTAINMENT, LLC. D/B/A
CULPEPPER & MERRIWEATHER CIRCUS**

and

Case 01-CA-130083

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

FAMILY ATTRACTIONS AMUSEMENT CO., LLC

and

Case 01-CA-130086

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**FRANK JOSEPH & SONS, INC. D/B/A
JOLLY SHOWS**

and

Case 01-CA-130111

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

GILLETTE SHOWS, INC.

and

Case 01-CA-130120

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

GUADAGNO & SONS D/B/A G & S SHOWS

and

Case 01-CA-130122

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

HELM & SONS AMUSEMENTS, INC.

and

Case 01-CA-130126

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

KASTL AMUSEMENTS

and

Case 01-CA-130134

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

KELLY-MILLER BROS CIRCUS, LTD

and

Case 01-CA-130124

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**MARK FANELLI'S TRAVELING AMUSEMENT
PARK, INC**

and

Case 01-CA-130082

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

MITCHELL BROTHER'S & SON'S, INC

and

Case 01-CA-130106

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

MOORE'S GREATER SHOWS, LLC

and

Case 01-CA-130116

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

NETTERFIELD'S POPCORN & LEMONADE, INC.

and

Case 01-CA-129950

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

PARADISE AMUSEMENTS, INC.

and

Case 01-CA-129960

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

PUGH'S CONCESSIONS, INC.

and

Case 01-CA-130865

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

ROCKWELL AMUSEMENTS & PROMOTIONS, INC.

and

Case 01-CA-129964

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

S & S AMUSEMENTS, INC.

and

Case 01-CA-129987

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

S.J. ENTERTAINMENT, INC.

and

Case 01-CA-129990

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

SMOKEY'S GREATER SHOWS, INC.

and

Case 01-CA-129998

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**STEVE LISKO D/B/A PREMIUM SHOWS
OF AMERICA**

and

Case 01-CA-130004

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

STRATES FINE FOODS

and

Case 01-CA-130013

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

SWYEAR AMUSEMENTS, INC.

and

Case 01-CA-130018

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

TALLEY AMUSEMENTS, INC.

and

Case 01-CA-130022

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

TINSLEY'S AMUSEMENTS, INC.

and

Case 01-CA-130027

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

W. SCOTT MILLER D/B/A MILLER AMUSEMENTS

and

Case 01-CA-130031

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

WAGNER'S CARNIVAL, LLC

and

Case 01-CA-130058

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

WINDY CITY AMUSEMENTS, INC.

and

Case 01-CA-130061

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

**WOLD AMUSEMENTS, INC. D/B/A AMERICAN
TRAVELING SHOWS**

and

Case 01-CA-130063

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

DECISION AND ORDER

Statement of the Cases

On November 6, 2017, the above-captioned Employers (collectively, the Respondents), Charging Party Comite de Apoyo a Los Trabajadores Agricolas, and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board regarding the unfair labor practice allegations and further providing for the Board's full authority to determine a remedy, and the Board's authority to issue an Order confirming any finding with respect to a remedy, if any, to be enforceable by any United States Court of Appeals with jurisdiction over the parties. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations with respect to the determination of liability; provided, however, that the Respondents retain the right to challenge a Board finding with respect to the remedy. Further, the parties waived their rights to contest the merits of the alleged violations contained in the above-captioned unfair labor practice charges and admitted that sufficient facts exist to warrant Board findings that the Respondents violated Section 8(a)(3), (2), and (1) by the conduct described below.

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

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C.,

for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.¹

¹ On December 16, 2015, the Regional Director for Region 1 approved a partial informal settlement in the above-captioned cases, except for Case 01-CA-129948, pursuant to which the Respondent Employers agreed: not to provide unlawful assistance or support to Association of Mobile Entertainment Workers (AMEW) or any other union; not to recognize or deal with AMEW or any other union as their employees' exclusive collective-bargaining representative unless the union represents an uncoerced majority of their employees; that they have withdrawn their recognition of AMEW as their employees' exclusive collective-bargaining representative; to rescind their collective bargaining agreements with AMEW; and to provide the NLRB the pro rata amount of dues and initiation fees, if any, not provided by AMEW to the NLRB that were previously deducted from employee wages on behalf of AMEW and forwarded by the Respondents to AMEW. The issue of backpay, if any, was specifically reserved.

In addition, on November 27, 2015, the Regional Director for Region 1 approved a partial informal settlement in Case 01-CB-130161, pursuant to which AMEW agreed not to accept unlawful assistance or support from any employer or anyone acting on behalf of any employer; not to enter into, maintain, or enforce a collective-bargaining agreement that requires employees to join AMEW, or that permits an employer to withhold union dues from employees' wages, unless AMEW represents an uncoerced majority of its employees; not to accept recognition from any employer as its employees' exclusive collective-bargaining representative unless AMEW represents an uncoerced majority of its employees; to dissolve and stop maintaining or enforcing the collective-bargaining agreements that AMEW entered into with the Respondent Employers during the 2014 carnival season; and together with the Respondent Employers, to reimburse employees for all dues and initiation fees that they paid directly to the Union, or that the Respondent Employers deducted from their wages.

Both informal settlement agreements, among other things, provided for mailing of notices to employees and members in both English and Spanish, emailing of those notices, and compliance with the provisions of the notices. The same provisions would normally be included in the instant settlement stipulation; however, the parties agreed that only the affirmative provisions in our Order below would be included in the formal settlement stipulation submitted to the Board. In addition, the Regional Director has informed the Board of severe and highly unusual difficulties in communicating with the parties here, due to the seasonal and mobile nature of the Respondents' operations. Considering those extraordinary circumstances, as well as the fact that the earlier informal settlements relating to the issues in the above-captioned cases contained provisions that would normally be included in, but are absent from, this formal settlement stipulation, we have concluded that the absence of cease-and-desist provisions and a notice-posting provision here do not require rejection of the substantial settlement and admissions of liability in the anomalous circumstances of these particular cases. Here, all parties have expressed strong interests in resolving the merits of these unfair labor practice cases without further delay and proceeding to the compliance stage for a more expeditious determination of the amounts of backpay, if any, that are due to the employees. In light of that shared interest, we find that approval

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondents' businesses

(a) (i) At all material times, Respondent JKJ Workforce Agency, Inc. has been a corporation with an office and place of business in Rio Hondo, Texas, and has been assisting its clients in securing foreign workers to staff their seasonal operations in the U.S., and facilitating the consular processing of those workers through the H-2B visa process.

(ii) At all material times, Respondent Big O Amusements, Inc. has been a corporation with an office and place of business in Cardington, Ohio, and has been engaged in the operation of a mobile seasonal amusement business.

(iii) At all material times, Respondent Big Rock Amusements, LLC has been a corporation with an office and place of business in Chesaning, Michigan, and has been engaged in the operation of a mobile seasonal amusement business.

(iv) At all material times, Respondent Brown's Amusements has been a corporation with an office and place of business in Mesa, Arizona, and has been engaged in the operation of a mobile seasonal amusement business.

(v) At all material times, Respondent Carson & Barnes Circus Co., Inc. has been a corporation with an office and place of business in Hugo, Oklahoma, and has been engaged in the operation of a mobile seasonal amusement business.

(vi) At all material times, Respondent Casey's Rides, Inc. has been a corporation with an office and place of business in Utica, Kentucky, and has been engaged in the operation of a mobile seasonal amusement business.

(vii) At all material times, Respondent Chuckwagon has been a corporation with an office and place of business in Alta Loma, California, and has been engaged in the operation of a mobile seasonal amusement business.

(viii) At all material times, Respondent Culpepper Entertainment, Inc. d/b/a Culpepper & Merriweather Circus has been a corporation with an office and place of business in Powderly, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

of the formal settlement stipulation here effectuates the purposes of the Act in the peculiar circumstances of these cases.

(ix) At all material times, Respondent Family Attractions Amusement Co., LLC has been a corporation with an office and place of business in Valdosta, Georgia, and has been engaged in the operation of a mobile seasonal amusement business.

(x) At all material times, Respondent Frank Joseph & Sons, Inc. d/b/a Jolly Shows has been a corporation with an office and place of business in Annapolis, Maryland, and has been engaged in the operation of a mobile seasonal amusement business.

(xi) At all material times, Respondent Gillette Shows has been a corporation with an office and place of business in Pittsfield, Massachusetts, and has been engaged in the operation of a mobile seasonal amusement business.

(xii) At all material times, Respondent Guadagno & Sons d/b/a G&S Shows has been a corporation with an office and place of business in Garden Grove, California, and has been engaged in the operation of a mobile seasonal amusement business.

(xiii) At all material times, Respondent Helm & Sons Amusements, Inc. has been a corporation with an office and place of business in Colton, California, and has been engaged in the operation of a mobile seasonal amusement business.

(xiv) At all material times, Respondent Kastl Amusements has been a corporation with an office and place of business in Casa Grande, Arizona, and has been engaged in the operation of a mobile seasonal amusement business.

(xv) At all material times, Respondent Kelly Miller Brothers Circus, Ltd. has been a corporation with an office and place of business in Hugo, Oklahoma, and has been engaged in the operation of a mobile seasonal amusement business.

(xvi) At all material times, Respondent Mark Fanelli's Traveling Amusement Park, Inc. has been a corporation with an office and place of business in Rindge, New Hampshire, and has been engaged in the operation of a mobile seasonal amusement business.

(xvii) At all material times, Respondent Mitchell Brothers & Sons, Inc. has been a corporation with an office and place of business in Slidell, Louisiana, and has been engaged in the operation of a mobile seasonal amusement business.

(xviii) At all material times, Respondent Moore's Greater Shows, LLC has been a corporation with an office and place of business in Lyford, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

(xix) At all material times, Respondent Netterfield's Popcorn & Lemonade, Inc. has been a corporation with an office and place of business in Land O'Lakes,

Florida, and has been engaged in the operation of a mobile seasonal amusement business.

(xx) At all material times, Respondent Paradise Amusements, Inc. has been a corporation with an office and place of business in Ocala, Florida, and has been engaged in the operation of a mobile seasonal amusement business.

(xxi) At all material times, Respondent Pugh's Concessions, Inc. has been a corporation with an office and place of business in Lithia, Florida, and has been engaged in the operation of a mobile seasonal amusement business.

(xxii) At all material times, Respondent Rockwell Amusements & Promotions, Inc. has been a corporation with an office and place of business in North Scituate, Rhode Island, and has been engaged in the operation of a mobile seasonal amusement business.

(xxiii) At all material times, Respondent S&S Amusements has been a corporation with an office and place of business in Scott Township, Pennsylvania, and has been engaged in the operation of a mobile seasonal amusement business.

(xxiv) At all material times, Respondent S.J. Entertainment, Inc. has been a corporation with an office and place of business in New Braunfels, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

(xxv) At all material times, Respondent Smokey's Greater Shows, Inc. has been a corporation with an office and place of business in Bangor, Maine, and has been engaged in the operation of a mobile seasonal amusement business.

(xxvi) At all material times, Respondent Steve Lisko d/b/a Premium Shows of America has been a corporation with an office and place of business in Hubbard, Ohio, and has been engaged in the operation of a mobile seasonal amusement business.

(xxvii) At all material times, Respondent Strates Fine Foods has been a corporation with an office and place of business in Mt. Airy, Maryland, and has been engaged in the operation of a mobile seasonal amusement business.

(xxviii) At all material times, Respondent Swyear Amusements, Inc. has been a corporation with an office and place of business in New Athens, Illinois, and has been engaged in the operation of a mobile seasonal amusement business.

(xxix) At all material times, Respondent Talley Amusements, Inc. has been a corporation with an office and place of business in Fort Worth, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

(xxx) At all material times, Respondent Tinsley's Amusements, Inc. has been a corporation with an office and place of business in High Hill, Missouri, and has been engaged in the operation of a mobile seasonal amusement business.

(xxxi) At all material times, Respondent W. Scott Miller d/b/a Miller Amusements has been a corporation with an office and place of business in Webster, New Hampshire, and has been engaged in the operation of a mobile seasonal amusement business.

(xxxii) At all material times, Respondent Wagner's Carnival, LLC has been a corporation with an office and place of business in Aransas Pass, Texas, and has been engaged in the operation of a mobile seasonal amusement business.

(xxxiii) At all material times, Respondent Windy City Amusements, Inc. has been a corporation with an office and place of business in St. Charles, Illinois, and has been engaged in the operation of a mobile seasonal amusement business.

(xxxiv) At all material times, Respondent Wold Amusements, Inc. d/b/a America's Traveling Shows has been a corporation with an office and place of business in Hanford, California, and has been engaged in the operation of a mobile seasonal amusement business.

(b) (i) Annually, in conducting its business operations, Respondent JKJ Workforce Agency provides services valued in excess of \$50,000 in aggregate to enterprises located outside the State of Texas.

(ii) Annually, in conducting its business operations, Respondent Big O Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Ohio.

(iii) Annually, in conducting its business operations, Respondent Big Rock Amusements, LLC provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Michigan.

(iv) Annually, in conducting its business operations, Respondent Brown's Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Arizona.

(v) Annually, in conducting its business operations, Respondent Carson & Barnes Circus Co., Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Oklahoma.

(vi) Annually, in conducting its business operations, Respondent Casey's Rides, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Kentucky.

(vii) Annually, in conducting its business operations, Respondent Chuckwagon provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of California.

(viii) Annually, in conducting its business operations, Respondent Culpepper Entertainment, Inc. d/b/a Culpepper & Merriweather Circus provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(ix) Annually, in conducting its business operations, Respondent Family Attractions Amusement Co., LLC provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Georgia.

(x) Annually, in conducting its business operations, Respondent Frank Joseph & Sons, Inc. d/b/a Jolly Shows provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Maryland.

(xi) Annually, in conducting its business operations, Respondent Gillette Shows provides services valued in excess of \$5,000 in aggregate to enterprises outside the Commonwealth of Massachusetts.

(xii) Annually, in conducting its business operations, Respondent Guadagno & Sons d/b/a G&S Shows provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of California.

(xiii) Annually, in conducting its business operations, Respondent Helm & Sons Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of California.

(xiv) Annually, in conducting its business operations, Respondent Kastl Amusements provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Arizona.

(xv) Annually, in conducting its business operations, Respondent Kelly Miller Brothers Circus, Ltd. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Oklahoma.

(xvi) Annually, in conducting its business operations, Respondent Mark Fanelli's Traveling Amusement Park, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of New Hampshire.

(xvii) Annually, in conducting its business operations, Respondent Mitchell Brothers & Sons, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Louisiana.

(xviii) Annually, in conducting its business operations, Respondent Moore's Greater Shows, LLC provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(xix) Annually, in conducting its business operations, Respondent Netterfield's Popcorn & Lemonade, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Florida.

(xx) Annually, in conducting its business operations, Respondent Paradise Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Florida.

(xxi) Annually, in conducting its business operations, Respondent Pugh's Concessions provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Florida.

(xxii) Annually, in conducting its business operations, Respondent Rockwell Amusements & Promotions, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Rhode Island.

(xxiii) Annually, in conducting its business operations, Respondent S&S Amusements provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Pennsylvania.

(xxiv) Annually, in conducting its business operations, Respondent S.J. Entertainment, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(xxv) Annually, in conducting its business operations, Respondent Smokey's Greater Shows, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Maine.

(xxvi) Annually, in conducting its business operations, Respondent Steve Lisko d/b/a Premium Shows of America provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Ohio.

(xxvii) Annually, in conducting its business operations, Respondent Strates Fine Foods provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Maryland.

(xxviii) Annually, in conducting its business operations, Respondent Swyear Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Illinois.

(xxix) Annually, in conducting its business operations, Respondent Talley Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(xxx) Annually, in conducting its business operations, Respondent Tinsley's Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Missouri.

(xxxii) Annually, in conducting its business operations, Respondent W. Scott Miller d/b/a Miller Amusements provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of New Hampshire.

(xxxii) Annually, in conducting its business operations, Respondent Wagner's Carnival, LLC provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Texas.

(xxxiii) Annually, in conducting its business operations, Respondent Windy City Amusements, Inc. provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of Illinois.

(xxxiv) Annually, in conducting its business operations, Respondent Wold Amusements, Inc. d/b/a America's Traveling Shows provides services valued in excess of \$5,000 in aggregate to enterprises outside the State of California.

(c) The Respondents are now, and have at all material times been, employers engaged in commerce within the meaning of Section 2(2), 2(6), and 2(7) of the Act.

2. The labor organization involved

At all material times, the Association of Mobile Entertainment Workers (AMEW) has been a labor organization within the meaning of Section 2(5) of the Act.

Facts

1. (a) At all material times, the following individuals held the positions set forth opposite their respective names, and have been supervisors of Respondent JKJ Workforce Agency ("Respondent JKJ") within the meaning of Section 2(11) of the Act and/or agents of Respondent JKJ within the meaning of Section 2(13) of the Act:

James Kendrick Judkins	Owner
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(b) At all material times, the following individuals have been agents of Respondent JKJ within the meaning of Section 2(13) of the Act:

- (i) Jorge Sanchez Vazquez
- (ii) Victor Apolinar Barrios

- (iii) Liliana Isabel Santos Huesca
- (iv) Carlos Agustín Apolinar Barrios
- (v) Jesús Apolinar Barrios

2. At all material times, the following individuals held the positions set forth with their respective names, and have been supervisors within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act of the Respondent Employer opposite their name (collectively, the Respondent Employers):

- | | |
|---|---|
| (i) Big O Amusements, Inc. | Judy Otterbacher, Owner |
| (ii) Big Rock Amusements, LLC | Kelly McDonagh, Owner |
| (iii) Brown's Amusements, Inc. | Danny Brown, Owner |
| (iv) Carson & Barnes Circus Co., Inc. | Barbara Miller Byrd and
Geary Byrd, Owners |
| (v) Casey's Rides, Inc. | J.D. Green, Owner |
| (vi) Chuckwagon | Irene Dugan, President |
| (vii) Culpepper Entertainment, LLC
d/b/a Culpepper & Merriweather Circus | Eugene E. Key, III, President |
| (viii) Family Attractions Amusement Co., LLC | Dominic and Ruby Macaroni,
Owners |
| (ix) Frank Joseph & Sons, Inc.
d/b/a Jolly Shows | Peter Joseph, President |
| (x) Gillette Shows, Inc. | Betty Gillette, President |
| (xi) Guadagno & Sons d/b/a G&S Shows | Anthony Guadagno, Sr.,
President |
| (xii) Helm & Sons Amusements, Inc. | Debby Helm, CFO |
| (xiii) Kastl Amusements | Frank Kastl, Owner |
| (xiv) Kelly-Miller Bros. Circus Ltd. | James Royal, General Manager |
| (xv) Mark Fanelli's Traveling
Amusement Park, Inc. | Mark Fanelli, President |
| (xvi) Mitchell Bros. & Sons, Inc. | Gus Mitchell, Owner |
| (xvii) Moore's Greater Shows, LLC | Ricky Moore, Owner |
| (xviii) Netterfield's Popcorn & Lemonade, Inc. | Ronald Netterfield, Owner |
| (xix) Paradise Amusements, Inc. | Michael Parks, Owner |
| (xx) Pugh's Concessions, Inc. | Beau Pugh, Owner |
| (xxi) Rockwell Amusements &
Promotions, Inc. | Harold Fera, President |
| (xxii) S&S Amusements, Inc. | Stephen Swika, Jr., President |
| (xxiii) S.J. Entertainment, Inc. | Steve Vander Vorste, President |
| (xxiv) Smokey's Greater Shows, Inc. | Jeanette Gilmore, President |
| (xxv) Steve Lisko d/b/a
Premium Shows of America | Steven Lisko, Owner |
| (xxvi) Strates Fine Foods | Nick Strates, President |
| (xxvii) Swyear Amusements | Terry Swyear, President |
| (xxviii) Talley Amusements, Inc. | Mary Talley, Owner |
| (xxix) Tinsley's Amusements, Inc. | Richard Tinsley, Owner |

(xxx) W. Scott Miller d/b/a Miller Amusements	W. Scott Miller, Owner
(xxxi) Wagner's Carnival, LLC	Jason Wagner, Owner
(xxxii) Windy City Amusements, Inc.	Tony and Ruth Salerno, Owners
(xxxiii) Wold Amusements, Inc. d/b/a America's Traveling Shows	Jason Wold, Owner

3. At all material times, the following individuals held the positions set forth opposite their respective names, and have been officers and/or agents of the Association of Mobile Entertainment Workers (AMEW) within the meaning of Section 2(13) of the Act:

(i) Liliana Isabel Santos Huesca	Director and President, Executive Committee
(ii) Jesus Ernesto Alarcon Barrios	Director and Vice President, Executive Committee
(iii) Carlos Agustin Apolinar Barrios	Director and Treasurer, Executive Committee
(iv) Jesús Apolinar Barrios	Director and Secretary, Executive Committee
(v) Isauro Colio Apodaca	Director
(vi) Antonio Cruz Villa	Director
(vii) Jairo Nahum Huesca del Moral	Director
(viii) Jorge Sánchez Vazquez	Association Representative

4. Between about the fall of 2013 and about February 2014, the Respondent Employers, by their agent Judkins, at various locations throughout the United States, gave assistance and support to AMEW, by:

- (i) advising AMEW about which Respondent Employers would be receptive to working with the Union;
- (ii) providing free transportation and lodging to Union representative Jorge Sanchez Vazquez while traveling with him to visit the various Respondent Employers;
- (iii) introducing Sanchez Vazquez to the Respondent Employers prior to or following his meetings with their employees;
- (iv) serving as an intermediary between AMEW and the Respondent Employers when AMEW requested recognition from the Respondent Employers;
- (v) suggesting his sister, Deborah Judkins, for the position of office manager for AMEW;
- (vi) reviewing collective-bargaining agreements proposed by AMEW with the Respondent Employers with the intent to encourage the Respondent Employers to execute said agreements;

(vii) serving as an advisor and translator for AMEW's Board of Directors by participating in its meetings of its Executive Board.

5. Between about the fall of 2013 and about February 2014, the Respondent Employers gave assistance and support to AMEW by:

(i) authorizing Union representative Jorge Sanchez Vazquez to meet with their employees, during working hours, to discuss their support for and solicit their membership in the Union;

(ii) recognizing AMEW as the exclusive collective-bargaining representative of certain of their employees.

6. Between about the fall of 2013 and about January 2014, the Respondent Employers granted recognition to, entered into, and since then, at all relevant times, have maintained and enforced collective-bargaining agreements with AMEW as the exclusive collective-bargaining representative of the following of their employees:

All mobile amusement and recreation attendants employed by the Respondent Employers at all of their itinerant locations throughout the United States, but excluding all office, clerical, supervisory and executive employees and non-itinerant employees (Article 02, Bargaining Unit and Unit Recognition).

7. The Respondent Employers and Respondent JKJ engaged in the conduct described above in paragraphs 5 and 6 even though AMEW did not demonstrate majority status to the Employers in each respective bargaining unit.

8. The collective-bargaining agreements described above in paragraph 6 provide as follows:

(i) Association Membership (Article 03)

Good standing membership in the Association shall be a condition of employment with Company for all bargaining unit employees who have such membership on the effective date of this Agreement; it shall also be a condition of employment with the Company for all other bargaining unit employees on or after the thirtieth (30th) day following the effective date of this Agreement, or on or after the thirtieth (30th) day following the beginning of their employment, whichever is later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Association a service charge to reimburse it for the cost of negotiating and administering this Agreement.

Good standing membership in the Association means such membership in Association of Mobile Entertainment Workers or affiliate of Association of Mobile Entertainment Workers.

In the event that [the first paragraph of this section] may not be lawfully applied, all employees shall be informed by the Company of the existence of this Agreement and the terms thereof and shall be advised by the Company that, in its opinion, good labor-management relations are and will be best served and promoted if such employees become and remain members of the Association. The Company agrees to implement and promote this provision by posting copies of the following notice in English and Spanish in prominent locations and including this with the employees [sic] pay for each of the first 4 pay periods that any covered employee is on payroll:

“NOTICE TO ALL MOBILE AMUSEMENT & RECREATION ATTENDANTS”

This Mobile Amusement Company is being operated under the terms of an Agreement with the Association of Mobile Entertainment Workers. All wages and conditions of employment are regulated by the terms of this Agreement.

Good labor management relations will be best served and promoted, in our opinion, if all of our employees covered by this agreement become and remain members of this Association.

Signed: _____

Name of Employer: _____

(ii) Check-Off (Article 13)

Subject to the requirements of law concerning authorization and assignment by the employees individually, the Company shall deduct membership dues (which shall be deemed to include periodic fixed dues, initiation fees and assessments) or, to the extent permitted by law, service charges, from the earnings of its employees at each pay period and transmit the same to the Association promptly.

Sums deducted by the Company under the provisions of [the above] paragraph shall be kept separate and apart from the general funds of the Company and shall be held in trust for the benefit of the Association.

9. The Respondent Employers and Respondent JKJ engaged in the conduct described above in paragraphs 5 and 6 even though the Union was not the lawfully recognized exclusive collective-bargaining representative of the units.

10. The Respondent Employers and Respondent JKJ admit that as a result of their conduct described above in paragraphs 4, 5, and 6, sufficient facts exist to warrant a Board finding that they have encouraged their employees to join AMEW.

11. The Respondent Employers and Respondent JKJ admit that as a result of their conduct described above in paragraphs 4, 5, 6, 7, and 8, sufficient facts exist to warrant a Board finding that they have been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(2) and (1) of the Act.

12. The Respondent Employers and Respondent JKJ admit that, as a result of their conduct described above in paragraphs 6, 7, and 8, sufficient facts exist to warrant a Board finding that they have been discriminating in regard to the hire or tenure or terms or conditions of employment of their employees, thereby encouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

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

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondents,² their officers, agents, successors and assigns, shall

² JKJ Workforce Agency, Inc., Rio Hondo, Texas; Big O Amusements, Inc., Cardington, Ohio; Big Rock Amusements, LLC, Chesaning, Michigan; Brown's Amusements, Mesa, Arizona; Carson & Barnes Circus Co., Inc., Hugo, Oklahoma; Casey's Rides, Inc., Utica, Kentucky; Chuckwagon, Alta Loma, California; Culpepper Entertainment, Inc. d/b/a Culpepper & Merriweather Circus, Powderly, Texas; Family Attractions Amusement Co., LLC, Valdosta, Georgia; Frank Joseph & Sons, Inc. d/b/a Jolly Shows, Annapolis, Maryland; Gillette Shows, Pittsfield, Massachusetts; Guadagno & Sons d/b/a G&S Shows, Garden Grove, California; Helm & Sons Amusements, Inc., Colton, California; Kastl Amusements, Casa Grande, Arizona; Kelly Miller Brothers Circus, Ltd., Hugo, Oklahoma; Mark Fanelli's Traveling Amusement Park, Inc., Rindge, New Hampshire; Mitchell Brothers & Sons, Inc., Slidell, Louisiana; Moore's Greater Shows, LLC, Lyford, Texas; Netterfield's Popcorn & Lemonade, Inc., Land O'Lakes, Florida; Paradise Amusements, Inc., Ocala, Florida; Pugh's Concessions, Inc., Lithia, Florida; Rockwell Amusements & Promotions, Inc., North Scituate, Rhode Island; S&S Amusements, Scott Township, Pennsylvania; S.J. Entertainment, Inc., New Braunfels, Texas; Smokey's Greater Shows, Inc., Bangor, Maine; Steve Lisko d/b/a Premium Shows of America, Hubbard, Ohio; Strates Fine Foods, Mt. Airy, Maryland; Swyear Amusements,

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

(a) Preserve and, within 21 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 to their employees employed during the 2014 carnival season under the terms of the Board's Order.

(b) In lieu of production of the documents listed in paragraph (a), the Respondents may produce, within 21 days of a request or such additional time as the Regional Director may allow for good cause shown, a sworn statement, notarized or signed under penalty of perjury, affirming: (i) that they have already provided the Region with all responsive documents; and (ii) if accurate, that they do not possess, and did not maintain, any records of hours worked by their employees during the 2014 season.

(c) Within 21 days from the date of the Board's Order, make whole their employees employed during the 2014 carnival season, except that if the amounts, if any, due to employees are not yet agreed upon, a compliance proceeding will be commenced as soon as practicable to litigate the amount of backpay due, if any, to said employees. Interest on any backpay owed shall be computed in accordance with the formula set forth in *New Horizons*, 283 NLRB 1173 (1987).

Inc., New Athens, Illinois; Talley Amusements, Inc., Fort Worth, Texas; Tinsley's Amusements, Inc., High Hill, Missouri; W. Scott Miller d/b/a Miller Amusements, Webster, New Hampshire; Wagner's Carnival, LLC, Aransas Pass, Texas; Windy City Amusements, Inc., St. Charles, Illinois; and Wold Amusements, Inc. d/b/a America's Traveling Shows, Hanford, California.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 1 a sworn certification, on a form provided by the Region, attesting to the steps that the Respondents have taken to comply.

Dated, Washington, D.C., December 28, 2017.

Mark Gaston Pearce, Member

Lauren McFerran, Member

William J. Emanuel, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

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

**FAMILY ATTRACTIONS AMUSEMENTS
CO., LLC**

and

**COMITE DE APOYO A LOS
TRABAJADORES AGRICOLAS (CATA)**

Case 01-CA-130086

COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

On December 28, 2017, the National Labor Relations Board (the Board) issued its Decision and Order (Board Order) in the above-captioned case, approving the Formal Settlement Stipulation (Settlement), ordering Family Attractions Amusements Co., LLC (Respondent), inter alia, to make whole its employees employed during the 2014 carnival season as a result of Respondent's unlawful recognition of the Association of Mobile Entertainment Workers (AMEW) as the exclusive collective-bargaining representative of its H-2B Visa employees ("discriminatees" or "employees").

The Board Order required Respondent to make whole its employees employed during the 2014 carnival season, except that if the amounts, if any, due to employees were not agreed upon, a compliance proceeding would commence to litigate the amount of backpay due. The parties were not able to reach an agreement.

A controversy exists concerning the amount of backpay due to the discriminatees as the remedy under the Board Order. Accordingly, the undersigned Acting Regional Director for Region 1 of the National Labor Relations Board hereby issues this Compliance Specification and Notice of Hearing and alleges that the backpay due to Respondent's employees is as follows:

WAGES

1. The Board Order enforced the parties' stipulation that Respondent unlawfully recognized the AMEW as the discriminatees' collective bargaining representative. Subsequently, Respondent maintained and enforced a collective bargaining agreement which provided for wages that were lower than the various location-based prevailing wage rates required by the Department of Labor for the discriminatees during the 2014 carnival season. The discriminatees were paid a weekly amount of \$340, regardless of the number of days or hours worked in any given week during their respective backpay periods.

2. The backpay period begins on March 19, 2014, the day prior to Respondent's first scheduled carnival, and ends on November 2, 2014, the day after Respondent's last scheduled carnival.

3. The discriminatees are identified in Attachment 1.

4. An appropriate measure of Respondent's work locations is based upon the itinerary Respondent submitted to the Department of Labor prior to the start of the 2014 carnival season. The start dates, end dates, city, county and state for each work location are set forth below:

	START DATE	END DATE	STATE	CITY	COUNTY
a.	3/20/2014	3/23/2014	GA	Ashburn	Turner
b.	4/3/2014	4/12/2014	GA	LaGrange	Troup
c.	4/15/2014	4/19/2014	TN	Winchester	Franklin
d.	4/24/2014	5/3/2014	AL	Florence	Lauderdale
e.	5/6/2014	5/10/2014	TN	Portland	Sumner
f.	5/8/2014	5/17/2014	TN	Chattanooga	Hamilton
g.	5/15/2014	5/25/2014	IN	Indianapolis	Marion
h.	5/20/2014	5/24/2014	TN	Lewisburg	Marshall
i.	5/28/2014	6/1/2014	IL	Danville	Vennilion
j.	5/28/2014	6/1/2014	TN	Dickson	Dickson
k.	6/5/2014	6/7/2014	IN	Peoria	Miami
l.	6/12/2014	6/14/2014	IN	Portage	Porter
m.	6/5/2014	6/14/2014	IN	Bloomington	Monroe
n.	6/17/2014	6/21/2014	IN	Marion	Grant
o.	6/18/2014	6/22/2014	IL	Carbon Hill	Grundy
p.	6/27/2014	7/4/2014	IN	Brazil	Clay
q.	7/7/2014	7/12/2014	IL	Martinsville	Clark
r.	7/7/2014	7/12/2014	IN	Portland	Jay
s.	7/14/2014	7/19/2014	IN	Frankfort	Clinton
t.	7/21/2014	7/26/2014	IN	Alexandria	Madison
u.	7/21/2014	7/26/2014	TN	Alexandria	Dekalb
v.	7/28/2014	8/2/2014	TN	Carthage	Smith
w.	7/29/2014	8/2/2014	IL	Marshall	Clark
x.	8/4/2014	8/9/2014	TN	Lafayette	Macon
y.	8/4/2014	8/9/2014	IL	Georgetown	Vermilion
z.	8/11/2014	8/16/2014	TN	Greeneville	Greene
aa.	8/15/2014	8/23/2014	TN	Lebanon	Wilson
bb.	8/18/2014	8/23/2014	TN	Jamestown	Fentress
cc.	8/29/2014	9/7/2014	TN	Memphis	Shelby
dd.	9/9/2014	9/14/2014	TN	Jackson	Madison
ee.	9/12/2014	9/21/2014	GA	Lawrenceville	Gwinnett
ff.	9/16/2014	9/20/2014	GA	Cedartown	Polk
gg.	9/23/2014	9/27/2014	SC	Greenwood	Greenwood
hh.	9/29/2014	10/5/2014	GA	Elberton	Elbert
ii.	9/26/2014	10/5/2014	GA	Hampton	Henry
jj.	10/14/2014	10/19/2014	GA	Statesboro	Bulloch
kk.	10/14/2014	10/18/2014	SC	Union	Union
ll.	10/21/2014	10/26/2014	GA	Cordele	Crisp
mm.	10/28/2014	11/1/2014	GA	Bainbridge	Decatur

5. An appropriate measure of the gross amount of backpay due each discriminatee is determined in the following manner:

(a) Based upon evidence obtained during the compliance investigation, the Region determined that the discriminatees worked an average of 11 hours per day on Sundays during the 2014 carnival season when the carnival ended at that location.

(b) Based upon evidence obtained during the compliance investigation, the Region determined that the discriminatees worked an average of 7 hours per day on Sundays during the 2014 carnival season when Respondent was not moving to a new work location.

(c) Based upon evidence obtained during the compliance investigation, the Region determined that the discriminatees worked an average of 10 hours per day on Mondays during the 2014 carnival season.

(d) Based upon evidence obtained during the compliance investigation, the Region determined that the discriminatees worked an average of 10 hours per day on Tuesdays during the 2014 carnival season.

(e) Based upon evidence obtained during the compliance investigation, the Region determined that the discriminatees worked an average of 7 hours per day on Wednesdays during the 2014 carnival season.

(f) Based upon evidence obtained during the compliance investigation, the Region determined that the discriminatees worked an average of 12 hours per day on Thursdays during the 2014 carnival season.

(g) Based upon evidence obtained during the compliance investigation, the Region determined that the discriminatees worked an average of 12 hours per day on Fridays during the 2014 carnival season.

(h) Based upon evidence obtained during the compliance investigation, the Region determined that the discriminatees worked an average of 15 hours per day on Saturdays during the 2014 carnival season.

(i) a. Based upon evidence obtained during the compliance investigation, the Region determined that, upon arrival at a new carnival location, the discriminatees set up the carnival in preparation for its scheduled opening.

b. An appropriate measure of the prevailing wage rate to be applied when the discriminatees set up a carnival in preparation for its scheduled opening is the prevailing wage rate for that carnival location.

(j) a. Based upon evidence obtained during the compliance investigation, the Region determined that there were dates during the 2014 carnival season on which Respondent operated multiple carnivals simultaneously at different locations, as reflected in the chart in paragraph 4 above.

b. An appropriate measure of the prevailing wage rate to be applied on dates on which Respondent operated carnivals simultaneously at different locations is based on the location with the highest prevailing wage rate.

(k) An appropriate measure of the total number of hours to be paid at the straight time hourly prevailing wage rate for each work location is the number of hours worked up to 40 hours per week between Sunday and Saturday of a single calendar week and is set forth below for each work location:

	STATE	CITY	COUNTY	STRAIGHT TIME PREVAILING WAGE RATE HOURS
a.	GA	Ashburn	Turner	50
b.	GA	LaGrange	Troup	80
c.	TN	Winchester	Franklin	40
d.	AL	Florence	Lauderdale	80
e.	TN	Portland	Sumner	80
f.	TN	Chattanooga	Hamilton	38
g.	IN	Indianapolis	Marion	49
h.	TN	Lewisburg	Marshall	0
i.	IL	Danville	Vennilion	40
j.	TN	Dickson	Dickson	0
k.	IN	Peoria	Miami	33
l.	IN	Portage	Porter	2
m.	IN	Bloomington	Monroe	38
n.	IN	Marion	Grant	31
o.	IL	Carbon Hill	Grundy	0
p.	IN	Brazil	Clay	73
q.	IL	Martinsville	Clark	0
r.	IN	Portland	Jay	80
s.	IN	Frankfort	Clinton	40
t.	IN	Alexandria	Madison	40
u.	TN	Alexandria	Dekalb	40
v.	TN	Carthage	Smith	40
w.	IL	Marshall	Clark	0
x.	TN	Lafayette	Macon	0
y.	IL	Georgetown	Vermilion	40
z.	TN	Greeneville	Greene	40
aa.	TN	Lebanon	Wilson	7
bb.	TN	Jamestown	Fentress	33
cc.	TN	Memphis	Shelby	74
dd.	TN	Jackson	Madison	29
ee.	GA	Lawrenceville	Gwinnett	42
ff.	GA	Cedartown	Polk	23
gg.	SC	Greenwood	Greenwood	19
hh.	GA	Elberton	Elbert	44
ii.	GA	Hampton	Henry	7
jj.	GA	Statesboro	Bulloch	0
kk.	SC	Union	Union	40
ll.	GA	Cordele	Crisp	47
mm.	GA	Bainbridge	Decatur	33

(l) The prevailing wage rate at each work location where straight time work hours were assessed is set forth below:

	STATE	CITY	COUNTY	PREVAILING WAGE RATE
a.	GA	Ashburn	Turner	10.07
b.	GA	LaGrange	Troup	8.79
c.	TN	Winchester	Franklin	9.07
d.	AL	Florence	Lauderdale	8.09
e.	TN	Portland	Sumner	9.29
f.	TN	Chattanooga	Hamilton	8.66
g.	IN	Indianapolis	Marion	9.07
h.	IL	Danville	Vennilion	10.14
i.	IN	Peoria	Miami	8.55
j.	IN	Portage	Porter	8.16
k.	IN	Bloomington	Monroe	7.98
l.	IN	Marion	Grant	9.26
m.	IN	Brazil	Clay	8.51
n.	IN	Portland	Jay	9.29
o.	IN	Frankfort	Clinton	8.95
p.	IN	Alexandria	Madison	8.59
q.	TN	Alexandria	Dekalb	9.78
r.	TN	Carthage	Smith	9.29
s.	IL	Georgetown	Vermilion	10.14
t.	TN	Greeneville	Greene	8.83
u.	TN	Lebanon	Wilson	9.29
v.	TN	Jamestown	Fentress	9.78
w.	TN	Memphis	Shelby	9.33
x.	TN	Jackson	Madison	8.59
y.	GA	Lawrenceville	Gwinnett	8.89
z.	GA	Cedartown	Polk	9.03
aa.	SC	Greenwood	Greenwood	8.68
bb.	GA	Elberton	Elbert	9.03
cc.	GA	Hampton	Henry	8.89
dd.	GA	Statesboro	Bulloch	8.54
ee.	SC	Union	Union	8.68
ff.	GA	Cordele	Crisp	8.79
gg.	GA	Bainbridge	Decatur	9.56

(m) The total weekly gross backpay owed for regular hours worked is the number of regular hours worked multiplied by the prevailing wage rate.

(n) Based upon the provisions of the Fair Labor Standards Act, the Region determined that employees were eligible to be paid at an overtime rate of time and a half if they worked in excess of 40 hours per week between Sunday and Saturday of a single calendar week.

(o) An appropriate measure of the total number of hours to be paid at the overtime prevailing wage rate for each work location is the number of hours worked in excess of 40 hours per week between Sunday and Saturday of a single calendar week and is set forth below:

	STATE	CITY	COUNTY	OVERTIME HOURS
a.	GA	Ashburn	Turner	0
b.	GA	LaGrange	Troup	39
c.	TN	Winchester	Franklin	33
d.	AL	Florence	Lauderdale	70
e.	TN	Portland	Sumner	74
f.	TN	Chattanooga	Hamilton	0
g.	IN	Indianapolis	Marion	70
h.	IL	Danville	Vernon	33
i.	IN	Peoria	Miami	33
j.	IN	Portage	Porter	37
k.	IN	Bloomington	Monroe	0
l.	IN	Marion	Grant	0
m.	IN	Brazil	Clay	64
n.	IN	Portland	Jay	74
o.	IN	Frankfort	Clinton	37
p.	IN	Alexandria	Madison	37
q.	TN	Alexandria	Dekalb	37
r.	TN	Carthage	Smith	37
s.	IL	Georgetown	Vernon	37
t.	TN	Greeneville	Greene	10
u.	TN	Lebanon	Wilson	27
v.	TN	Jamestown	Fentress	33
w.	TN	Memphis	Shelby	33
x.	TN	Jackson	Madison	0
y.	GA	Lawrenceville	Gwinnett	23
z.	GA	Cedartown	Polk	33
aa.	SC	Greenwood	Greenwood	10
bb.	GA	Elberton	Elbert	33
cc.	GA	Hampton	Henry	27
dd.	GA	Statesboro	Bulloch	0
ee.	SC	Union	Union	37
ff.	GA	Cordele	Crisp	37
gg.	GA	Bainbridge	Decatur	33

(p) The overtime prevailing wage rate at each work location where overtime work hours were assessed is set forth below:

	STATE	CITY	COUNTY	OVERTIME PREVAILING WAGE RATE
a.	GA	Ashburn	Turner	15.11
b.	GA	LaGrange	Troup	13.19
c.	TN	Winchester	Franklin	13.61
d.	AL	Florence	Lauderdale	12.14
e.	TN	Portland	Sumner	13.94
f.	TN	Chattanooga	Hamilton	12.99
g.	IN	Indianapolis	Marion	13.61
h.	IL	Danville	Vennilion	15.21
i.	IN	Peoria	Miami	12.83
j.	IN	Portage	Porter	12.24
k.	IN	Bloomington	Monroe	11.97
l.	IN	Marion	Grant	13.89
m.	IN	Brazil	Clay	12.77
n.	IN	Portland	Jay	13.94
o.	IN	Frankfort	Clinton	13.43
p.	IN	Alexandria	Madison	12.89
q.	TN	Alexandria	Dekalb	14.67
r.	TN	Carthage	Smith	13.94
s.	IL	Georgetown	Vermilion	15.21
t.	TN	Greeneville	Greene	13.25
u.	TN	Lebanon	Wilson	13.94
v.	TN	Jamestown	Fentress	14.67
w.	TN	Memphis	Shelby	14.00
x.	TN	Jackson	Madison	12.89
y.	GA	Lawrenceville	Gwinnett	13.34
z.	GA	Cedartown	Polk	13.55
aa.	SC	Greenwood	Greenwood	13.02
bb.	GA	Elberton	Elbert	13.55
cc.	GA	Hampton	Henry	13.34
dd.	GA	Statesboro	Bulloch	12.81
ee.	SC	Union	Union	13.02
ff.	GA	Cordele	Crisp	13.19
gg.	GA	Bainbridge	Decatur	14.34

(q) The total weekly gross backpay owed for overtime hours worked is the weekly number of overtime hours worked multiplied by the overtime prevailing wage rate.

(r) The weekly gross backpay total for each discriminatee for the 2014 season is the sum of the weekly gross backpay total for regular hours and the weekly gross backpay total for overtime hours and is set forth in Attachment 2.

(s) The quarterly gross backpay total for each discriminatee for the 2014 season is the sum of the weekly gross backpay totals and is set forth in Attachment 2.

(t) The total gross backpay owed to each discriminatee during the 2014 carnival season is set forth in Attachment 2.

6. Respondent and AMEW entered into a collective bargaining agreement effective January 1, 2014 through December 31, 2018.

7. Article 11 of the collective bargaining agreement referenced in paragraph 4 above states:

11.01 Employees will be paid a weekly wage.

11.01.01 Employees shall be paid \$340.00 in 2014.

11.01.02 Merit increases and/or bonuses may be awarded at employer discretion.

8. The quarterly salary paid to each discriminatee, herein referred to as quarterly interim earnings, is the product of multiplying \$340 by the number of full or partial weeks worked in each calendar quarter of the discriminatee's backpay period and is set forth in Attachment 2.

9. Calendar quarter net backpay due to each discriminatee is the quarterly gross backpay minus the quarterly interim earnings and is set forth in Attachment 2.

10. The total net backpay due to each discriminatee is the sum of the calendar quarters of net backpay due and is set forth in Attachment 1. All amounts are rounded to the nearest dollar.

SUMMARY

Summarizing the facts and calculations specified above, the obligation of Respondent under this Compliance Specification to make the discriminatees whole for losses suffered as a result of Respondent's unlawful conduct will be discharged by payment to them as set forth in Attachment 1, plus interest accrued to the date of payment, minus tax withholdings required by federal and state laws.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the Compliance Specification. The answer must be received by this office on or June 23, 2020. Respondent 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. 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 § 102.21. If the answer 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 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.

As to all matters set forth in the Compliance Specification (paragraphs 1 through 10) that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed, or if the answer fails to deny allegations of the Compliance Specification (paragraphs 1 through 10) in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the Compliance Specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT **at a date, time and location to be determined in Boston, Massachusetts**, and on consecutive days thereafter until concluded, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Compliance Specification, at which time Respondent and any other party to this proceeding will have the right to appear in person, or otherwise, and give testimony. 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: June 2, 2020



Paul J. Murphy, Acting Regional Director
National Labor Relations Board
Region One

Attachments 1 through 2

ATTACHMENT 1			
Last Name	First Name	Middle Name	Backpay
Batres	Jesus	Rios	\$13,619
Batres	Noel	Rios	\$13,619
Cabanas	Jesus	Herrera	\$13,619
Esteban	Quirino	Aparicio	\$13,619
Gallegos	Arnulfo	Reyes	\$13,619
Gomez	Severino	Leal	\$13,619
Hernandez Soto	Juan	Carlos	\$13,619
Herrera Libreros	Carlos	Manuel	\$13,619
Martinez	Heriberto	Mota	\$13,619
Mendez	Gabriel	Ocotzota	\$13,619
Mota	Adrian	Alarcon	\$13,619
Murrieta Garcia	Vidal		\$13,619
Parra	Humberto	Segura	\$13,619
Perez Hernandez	Martin		\$13,619
Preza	Salvador	Sanchez	\$13,619
Puga	Mauricio	Guadalupe Flores	\$13,619
Reyes Soto	Filemon		\$13,619
Ruiz Vazquez	Hugo	Antonio	\$13,619
Salazar	Alejandro	Amador	\$13,619
Salazar Rosas	Alfredo		\$13,619
Salazar Rosas	Rosas		\$13,619
Salazar Rosas	Uriel		\$13,619
Tejeda Garcia	Alberto	Alejandro	\$13,619
Valenzuela Pizana	Jose	Victor	\$13,619
Zamora Guevara	Uriel		\$13,619

TOTAL \$ 340,475.00

NLRB Backpay Calculation

Case Name: FAMILY ATTRACTIONS AMUSEMENTS CO., LLC

Case Number: 01-CA-130086

Backpay period:

Claimant: All Discriminatees

3/20/2014 - 11/1/2014

Interest calculated to: 6/2/2020

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	1	1/4						
2014	1	1/11						
2014	1	1/18						
2014	1	1/25						
2014	1	2/1						
2014	1	2/8						
2014	1	2/15						
2014	1	2/22						
2014	1	3/1						
2014	1	3/8						
2014	1	3/15						
2014	1	3/22	393					
2014	1	3/29	111					
2014	1	Total	504	680	-	-	-	-
2014	2	4/5	431					
2014	2	4/12	787					
2014	2	4/19	812					
2014	2	4/26	773					
2014	2	5/3	724					
2014	2	5/10	887					
2014	2	5/17	851					
2014	2	5/24	812					
2014	2	5/31	900					
2014	2	6/7	776					
2014	2	6/14	772					
2014	2	6/21	919					
2014	2	6/28	745					
2014	2	Total	10,189	4,420	5,769	-	-	5,769
2014	3	7/5	762					
2014	3	7/12	887					
2014	3	7/19	855					
2014	3	7/26	820					
2014	3	8/2	887					
2014	3	8/9	968					
2014	3	8/16	862					
2014	3	8/23	872					
2014	3	8/30	252					
2014	3	9/6	835					
2014	3	9/13	663					
2014	3	9/20	806					
2014	3	9/27	842					
2014	3	Total	10,311	4,420	5,891	-	-	5,891

NLRB Backpay Calculation

Case Name: FAMILY ATTRACTIONS AMUSEMENTS CO., LLC

Case Number: 01-CA-130086

Backpay period:

Claimant: All Discriminatees

3/20/2014 - 11/1/2014

Interest calculated to: 6/2/2020

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	4	10/4	807					
2014	4	10/11	334					
2014	4	10/18	829					
2014	4	10/25	839					
2014	4	11/1	850					
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	3,660	1,700	1,960	-	-	1,960

Totals	13,619	-	-	13,619
Net Backpay (Withholdings)				13,619
Expenses (No Withholdings)				-
Daily Compound Interest (No Withholdings)				3,790
Total Backpay, Expenses and Interest				17,409

Notes

- 1/
- 2/
- 3/
- 4/
- 5/
- 6/
- 7/
- 8/

Confirmation Number	1041344436
Date Submitted	Friday, June 19, 2020 1:24 PM (UTC-05:00) Eastern Time (US & Canada)
Case Name	FAMILY ATTRACTIONS AMUSEMENT CO., LLC
Case Number	01-CA-130086
Filing Party	Charged Party / Respondent
Name	Jack Toner
Email	jtoner@seyfarth.com
Address	Seyfarth Shaw LLP 975 F Street, NW Washington DC 20004
Telephone	2024632400
Fax	
Original Due Date	6/23/2020
Date Requested	7/7/2020
Reason for Extension of Time	<p>This request is necessary because we just recently learned that Family Attractions, LLC went out of business in 2016 following an accident in which some its patrons were severely injured on an amusement ride. The company was dissolved shortly thereafter, and we were unable to reach former Company officials until this week. . As a result of the company having been closed for several years, it is not clear that we have a client to represent in this matter. Nonetheless, out of an abundance of caution we are seeking an extension of time to respond to the Compliance Specification in order to allow us additional time to determine our obligations and to work with the Region to determine the best way forward in this matter.</p> <p>This request is being made conditionally on the assumption that we have authority to act on behalf of the entity – something we have not yet determined. If, given these circumstances, the Region would prefer to stay the proceedings in this matter so that we can determine the appropriate way forward, rather than provide an extension, that would be acceptable to us. Thank you for your consideration in this matter.</p>
What Document is Due	Answer to Compliance Specification

Parties Served	<p>Ruby Macaroni (jrdsruby@yahoo.com)</p> <p>Leon R. Sequeira, Attorney at Law (lsequeira@lrs-law.com)</p> <p>Arthur N. Read, General Counsel Friends of Farmworkers, Inc. 699 Ranstead St., Ste 4 Philadelphia, PA 19106-2334</p> <p>James A.W. Shaw, Esq. Segal Roitman, LLP 111 Devonshire St., 5th Floor Boston, MA 02109-5407</p> <p>Gregory S. Schell, Esq. Migrant Farmworker Justice Project Florida Legal Services, Inc. 508 Lucerne Ave Lake Worth, FL 334603819</p> <p>Vanessa Coe, Esq. Migrant Farmworker Justice Project Florida Legal Services, Inc. 508 Lucerne Ave Lake Worth, FL 334603819</p> <p>Comite De Apoyo A Los Trabajadores Agricolas 4 South Delsea Drive P.O. Box 510 Glassboro, NJ 08028</p>
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St, Room 601
Boston, MA 02222-1001

Agency Website: www.nlr.gov
Telephone: (617)565-6700
Fax: (617)565-6725

June 19, 2020

John J. Toner, Senior Counsel
Seyfarth Shaw LLC
975 F St NW
Washington, DC 20004-1454

Re: FAMILY ATTRACTIONS
AMUSEMENTS CO., LLC
Case 01-CA-130086

Dear Mr. Toner:

Upon the Employer's request for an extension of time to file an Answer to the Compliance Specification and Notice of Hearing that issued on June 2, 2020, I have granted the extension of time. The Answer must be filed electronically through the Agency's website on July 7, 2020. To file electronically, go to 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.

Very truly yours,

A handwritten signature in cursive script that reads "Paul J. Murphy".

Paul J. Murphy
Acting Regional Director

cc:

Leon R. Sequeira, Attorney at Law
11205 Highway 329
Prospect, KY 40059

James A.W. Shaw, Esq.
Segal Roitman, LLP
111 Devonshire St., 5th Floor
Boston, MA 02109-5407

Arthur N. Read, General Counsel
Justice at Work
699 Ranstead St., Ste 4
Philadelphia, PA 19106-2334

Confirmation Number	1043761225
Date Submitted	Monday, July 6, 2020 8:11 AM (UTC-05:00) Eastern Time (US & Canada)
Case Name	FAMILY ATTRACTIONS AMUSEMENT CO., LLC
Case Number	01-CA-130086
Filing Party	Charged Party / Respondent
Name	Jack Toner
Email	jtoner@seyfarth.com
Address	Seyfarth Shaw LLP 975 F Street, NW Washington DC 20004
Telephone	2024632400
Fax	
Original Due Date	7/7/2020
Date Requested	7/21/2020
Reason for Extension of Time	Although as a result of the company being dissolved, it is not clear that we have a client to represent in this matter. Nonetheless, as you know, on behalf of the former owners a settlement offer was provided to Compliance Officer Dina Raimo Pelham and we are waiting a response. Out of an abundance of caution we are seeking an extension of time to respond to the Compliance Specification in order to allow us additional time to determine our obligations and to work with the Region to determine the best way forward in this matter.
What Document is Due	Answer to Compliance Specification

Parties Served	<p>Ruby Macaroni (jrdsruby@yahoo.com)</p> <p>Leon R. Sequeira, Attorney at Law (lsequeira@lrs-law.com)</p> <p>Arthur N. Read, General Counsel Friends of Farmworkers, Inc. 699 Ranstead St., Ste 4 Philadelphia, PA 19106-2334</p> <p>James A.W. Shaw, Esq. Segal Roitman, LLP 111 Devonshire St., 5th Floor Boston, MA 02109-5407</p> <p>Gregory S. Schell, Esq. Migrant Farmworker Justice Project Florida Legal Services, Inc. 508 Lucerne Ave Lake Worth, FL 334603819</p> <p>Vanessa Coe, Esq. Migrant Farmworker Justice Project Florida Legal Services, Inc. 508 Lucerne Ave Lake Worth, FL 334603819</p> <p>Comite De Apoyo A Los Trabajadores Agricolas 4 South Delsea Drive P.O. Box 510 Glassboro, NJ 08028</p>
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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St, Room 601
Boston, MA 02222-1001

Agency Website: www.nlr.gov
Telephone: (617)565-6700
Fax: (617)565-6725

July 6, 2020

John J. Toner, Senior Counsel
Seyfarth Shaw LLC
975 F St NW
Washington, DC 20004-1454

Re: FAMILY ATTRACTIONS
AMUSEMENTS CO., LLC
Case 01-CA-130086

Dear Mr. Toner:

Upon the Employer's second request for an extension of time to file an Answer to the Compliance Specification and Notice of Hearing that issued on June 2, 2020, I have granted the extension of time. The Answer must be filed electronically through the Agency's website on July 27, 2020. To file electronically, go to 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.

Very truly yours,

A handwritten signature in cursive script that reads "Paul J. Murphy".

Paul J. Murphy
Acting Regional Director

cc:

Leon R. Sequeira, Attorney at Law
11205 Highway 329
Prospect, KY 40059

James A.W. Shaw, Esq.
Segal Roitman, LLP
111 Devonshire St., 5th Floor
Boston, MA 02109-5407

Arthur N. Read, General Counsel
Justice at Work
699 Ranstead St., Ste 4
Philadelphia, PA 19106-2334

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1**

FAMILY ATTRACTIONS AMUSEMENT CO., LLC

and

**COMITE DE APOYO A LOS TRABAJADORES
AGRICOLAS**

Case 01-CA-130086

**AFFIDAVIT OF SERVICE OF ORDER: MOTION TO TRANSFER PROCEEDING TO
THE BOARD AND FOR DEFAULT JUDGMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **November 6, 2020**, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

Dominic And Ruby Macaroni
Family Attractions Amusement Co., LLC
1709 A GORNTON RD., #379
VALDOSTA, GA 31601
Email: familyattractions@yahoo.com

John J. Toner, Senior Counsel
Seyfarth Shaw LLP
975 F St NW
Washington, DC 20004-1454
Email: jtoner@seyfarth.com

Ms. Jessica Culley
Comite De Apoyo A Los Trabajadores
Agricolas
4 South Delsea Drive
P.O. Box 510
Glassboro, NJ 08028
Email: jculley@cata-farmworkers.org

Leon R. Sequeira, Attorney at Law
11205 Highway 329
Prospect, KY 40059
Email: lsequeira@lrs-law.com

Arthur N. Read, General Counsel
Justice at Work
990 Spring Garden, Suite 300
Philadelphia, PA 191123
Email: aread@justiceatworklegalaid.org

James A.W. Shaw, Esq.
Segal Roitman, LLP
111 Devonshire St., 5th Floor
Boston, MA 02109-5407
Email: jshaw@segalroitman.com

November 6, 2020

Date

Elizabeth C. Person, Designated Agent of NLRB

Name

Elizabeth C. Person

Signature