

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

SIGNMAN, INC., and its alter ego
JAY'S SIGN COMPANY, INC.,
d/b/a JAY'S SIGN SERVICES

and

JAY'S SIGN COMPANY, INC.
d/b/a JAY'S SIGN SERVICES

and

JAY JOLLEY, An Individual

and

Case 25-CA-28650

LOCAL UNION NO. 481, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO

GENERAL COUNSEL'S MOTION FOR DEFAULT JUDGMENT
AND MOTION FOR SUMMARY JUDGMENT

Comes now counsel for the General Counsel and, pursuant to Sections 102.24, 102.50, and 102.56 of the Rules and Regulations of the National Labor Relations Board, moves that default judgment be granted against Respondents Signman and Jay Jolley, and also that summary judgment be granted against Respondent Jay's Sign Services in the above-captioned case. As grounds therefore, counsel for the General Counsel states that:

1. On August 29, 2003, Administrative Law Judge John T. Clark issued his Decision in this matter. In his Decision, Judge Clark found that Respondent Signman had violated Section 8(a)(1) and (3) of the Act by discharging employee Donald Lupfer and recommended that he be

offered reinstatement and made whole for any loss of earnings and other benefits.¹ On October 15, 2003, the Board issued its unpublished Order adopting Judge Clark's Decision in the absence of exceptions.² On April 8, 2004, the United States Court of Appeals for the Seventh Circuit entered its Judgment enforcing the Board's Order.³

2. On September 27, 2005, a Compliance Specification and Notice of Hearing was issued by the Regional Director of Region Twenty-five in the above-captioned case, and a copy was served on Respondent Signman and Respondent Jay's Sign Services.⁴ Although not a party to the original unfair labor practice litigation, Respondent Jay's Sign Services was added to the original Compliance Specification and was alleged to have derivative liability as an alter ego and single employer and/or a Golden State successor for Respondent Signman's unfair labor practices.

3. To date Respondent Signman has not filed an answer to the original Compliance Specification. On November 1, 2005, Counsel for the General Counsel sent a letter to Respondent Signman's attorney, Stephen Gentry, and the bankruptcy trustee and his attorney, James Young.⁵ The letter advised Respondent Signman of the necessity of filing an answer and

¹ A copy of Judge Clark's Decision is attached hereto as Exhibit A.

² A copy of the Board's Order is attached hereto as Exhibit B.

³ A copy of the Court's Judgment is attached hereto as Exhibit C.

⁴ A copy of the original Compliance Specification and Notice of Hearing is attached hereto as Exhibit D. Copies of the Affidavits of Service are attached hereto as Exhibits E, F, and G.

⁵ Following the unfair labor practice hearing, but before the issuance of the Compliance Specification, Respondent Signman filed a voluntary Chapter 7 bankruptcy petition. Respondent Jay's Sign has since filed its own voluntary Chapter 11 bankruptcy petition.

the consequences of failing to do so.⁶ Gentry informed the Region in writing on November 3 that he was not intending to file an answer.⁷ Young, the bankruptcy trustee's attorney, responded on November 5 suggesting that bankruptcy's automatic stay provision (11 U.S.C. § 362) stops the Board's proceeding, but the trustee has taken no further action to file an answer to the Compliance Specification.⁸

4. On about October 18, 2005, Respondent Jay's Sign Services filed an answer to the original Compliance Specification.⁹ The answer admitted some allegations, denied others, and for the remainder of the allegations claimed that Respondent lacked information sufficient to answer the allegations. Among the allegations denied are those concerning the derivative liability of Respondent Jay's Sign Services. However, as part of their Chapter 11 bankruptcy proceeding, Respondent Jay's Sign Services subsequently admitted that they were the alter ego of, and a Golden State successor to, Respondent Signman and liable to remedy the unfair labor practices adjudicated against Respondent Signman. This agreement was approved by the Bankruptcy Court for the Southern District of Indiana on January 24, 2007.¹⁰

5. On May 29, 2009, an Amended Compliance Specification and Notice of Hearing was issued by the Regional Director of Region Twenty-five in the above-captioned case.¹¹ The

⁶ A copy of this letter is attached hereto as Exhibit H.

⁷ A copy of Gentry's letter is attached hereto as Exhibit I.

⁸ A copy of Young's letter is attached hereto as Exhibit J.

⁹ A copy of the answer from Respondent Jay's Sign Services is attached hereto as Exhibit K.

¹⁰ A copy of the Agreed Entry on Claim and Court approval are attached hereto as Exhibits L and M, respectively.

¹¹ A copy of the Amended Compliance Specification and Notice of Hearing is attached hereto as Exhibit N.

Amended Compliance Specification repeats the allegations included in the original Compliance Specification, but adds paragraph 8 (concerning the Agreed Entry whereby Respondent Jay's Sign Services admits to being an alter ego and successor of Respondent Signman) and paragraphs 9 through 13 (concerning Respondent Jay Jolley's personal liability).

6. Copies of the Amended Compliance Specification were served upon Respondent Jay's Sign Services and Respondent Jay Jolley.¹² More specifically, service was made upon Respondent Jay's Sign Services and Respondent Jay Jolley at their last known address in Indianapolis, Indiana:

5449 Powder River Court
Indianapolis, IN 46221

However, those copies were returned and marked "RETURN TO SENDER, MOVED LEFT NO ADDRESS, UNABLE TO FORWARD, RETURN TO SENDER."¹³ Despite the returned mail, it is clear that the Region has accomplished service on Respondents Jay's Sign Service and Jay Jolley consistent with the Board's policies. See, e.g., Esztergalyos Enterprises, Inc., 337 NLRB No. 74, slip op. at 1 n.2 (2002) ("Service is accomplished when documents are deposited in the mail to a Respondent's last known address" and "the Respondent's failure to provide for receiving appropriate service cannot serve to defeat the purposes of the Act.") Despite their failure to notify the Region of a new address or provide another means for service, the Region was able to determine that Respondent Jay Jolley had likely moved to Ormond Beach, Florida,

¹² Service of the Amended Compliance Specification was not attempted on Respondent Signman because they had ceased operations and their Chapter 7 bankruptcy liquidation case was closed on June 20, 2008. See Signman Consulting, Inc., Case No. 04-17663-BHL-7A (Bankr. S.D. Ind.).

¹³ A copy of the Affidavit of Service is attached hereto as Exhibit O. Copies of the returned envelopes are attached hereto as Exhibits P and Q.

and service was attempted upon Respondent Jay Jolley by leaving a copy of the Amended Compliance Specification at his new place of employment:

Dave's Pest Control
3641 South Ridgewood Avenue
Port Orange, FL

at his mother's house:

535 North Yonge Street
Ormond Beach, FL

and at his mother-in-law's house:

402 Sauls Street
Ormond Beach, FL

In completing the service, Board Agent Nicholas Ohanesian was able to confirm that Respondent Jay Jolley is, in fact, employed by Dave's Pest Control, and a neighbor confirmed that Respondent Jay Jolley is living at his mother's address.¹⁴

7. To date neither Respondent Jay's Sign Services nor Respondent Jay Jolley have filed an answer to the Amended Compliance Specification. On June 26, 2009, Counsel for the General Counsel sent a letter to Respondent Jay's Sign Services and Respondent Jay Jolley at the addresses identified above in paragraph 7. The letter advised the two Respondents of the necessity of filing an answer and the consequences of failing to do so.¹⁵ Again, the copies of the letter sent to their last known address in Indianapolis, Indiana, were returned.¹⁶ None of the letters sent to the Florida addresses were returned. Other than a brief conversation with Ronald

¹⁴ A copy of the Affidavit of Service is attached hereto as Exhibit R.

¹⁵ A copy of this letter is attached hereto as Exhibit S.

¹⁶ Copies of the returned envelopes are attached hereto as Exhibit T.

Smith, the attorney who filed the answer to the original Compliance Specification on behalf of Respondent Jay's Sign Services, there has been no response to the letters.

8. Section 102.56(a) of the Board's Rules provides, in relevant part, that "Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file . . . an answer thereto" Section 102.56(c) states, in relevant part, that "If the respondent fails to file any answer to the specification within the time proscribed by this section, the Board may . . . find the specification to be true and enter such order as appropriate."

9. Respondent Signman failed to file an answer to the original Compliance Specification and therefore default judgment should be granted against Respondent Signman. Such a finding establishes the total backpay liability due under the Compliance Specification. See, e.g., Kolin Plumbing Corp., 337 NLRB 234 (2001) (failure of original respondents to file an answer binds additional respondents unless the additional respondents are able to demonstrate no derivative liability).

10. Although Respondent Jay's Sign Services originally denied having any derivative liability, their subsequent admission in the bankruptcy case that they are the alter ego of, and Golden State successor to, Respondent Signman and liable to remedy the unfair labor practices adjudicated against Respondent Signman means there is no genuine issue for hearing, and summary judgment should be granted against Respondent Jay's Sign Services with regard to their derivative liability. Such a finding means Respondent Jay's Sign Services is jointly and severally liable with Respondent Signman to remedy the unfair labor practices adjudicated against Respondent Signman.

11. Respondent Jay Jolley failed to file an answer to the Amended Compliance Specification, and therefore default judgment should be granted against Respondent Jay Jolley. Such a finding means that Respondent Jay Jolley acted as the alter ego of Respondent Jay's Sign Services, and therefore is jointly and severally liable to remedy the unfair labor practices adjudicated against Respondent Signman.

WHEREFORE, Counsel for the General Counsel respectfully requests that a Supplemental Decision and Order issue:

1. Granting default judgment against Respondents Signman and Jay Jolley.
2. Granting summary judgment against Respondent Jay's Sign Services.
3. Finding that all of the allegations in the Amended Compliance Specification issued in the above-captioned case are true.
4. Ordering Respondents Signman, Jay's Sign Services, and Jay Jolley, jointly and severally, to make whole Donald Lupfer and the fringe benefit funds in the amounts set forth in the Amended Compliance Specification, plus interest.
5. Ordering such other relief as the Board deems just and proper.

DATED at Indianapolis, Indiana, this 17th day of July 2009.

Respectfully submitted,

Derek A. Johnson
Counsel for the General Counsel
National Labor Relations Board
Region Twenty-Five
Minton-Capehart Federal Building, Room 238
575 North Pennsylvania Street
Indianapolis, Indiana 46204
Phone: (317) 226-7386
Fax: (317) 226-5103
E-mail: derek.johnson@nlrb.gov

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of the foregoing General Counsel's Motion for Default Judgment and Motion for Summary Judgment have been filed electronically through the Board's E-Filing Program this 17th day of July 2009. Copies of said filing have been served upon the following persons by electronic mail or overnight, private delivery service where e-mail addresses were not available.

Lester A. Heltzer, Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, DC

Jean Jolley, President
Signman, Inc.
2217 Massachusetts Avenue
Indianapolis, IN 46218

Counsel for IBEW, Local 481:
Neil E. Gath
Fillenwarth, Dennerline, Groth & Towe
429 East Vermont Street, Suite 200
Indianapolis, IN 46202
Fax: (317) 351-7232
e-mail: ngath@fdglaborlaw.com

Jay's Sign Company
5449 Powder River Court
Indianapolis, IN 46221

Jay Jolley
5449 Powder River Court
Indianapolis, IN 46221

Counsel for Signman:
Stephen M. Gentry
55 South State Avenue
Indianapolis, IN 46201
Fax: (317) 634-6193
e-mail: gentrysm@aol.com

Jay Jolley
c/o Dave's Pest Control
3641 South Ridgewood Avenue
Port Orange, FL 32129

Jay Jolley
535 North Yonge Street
Ormond Beach, FL 32174

Counsel for Jay's Sign Services:
Ronald C. Smith
Stewart & Irwin
251 East Ohio Street, Suite 1100
Indianapolis, IN 46204
Fax: (317) 632-1319
e-mail: rsmith@silegal.com

Jay Jolley
402 Sauls Street
Ormond Beach, FL 32174

Derek A. Johnson

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

SIGNMAN, INC.

and

Case 25–CA–28650

LOCAL UNION NO. 481, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL–CIO

Michael Beck, Esq., for the General Counsel.
Stanley F. Collesano, Esq., and *Jay Jolley, Vice President*,
of Indianapolis, Indiana, for the Respondent.
Neil E. Gath, Esq., for the Charging Party.

DECISION

Statement of the Case

JOHN T. CLARK, Administrative Law Judge. This case was tried in Indianapolis, Indiana on August 7, 2003. The charge was filed April 7, 2003,¹ and the complaint was issued June 20. The complaint alleges that Signman, Inc. (the Respondent), violated Section 8(a)(1) and (3) of the National Labor Relations Act by discharging employee Donald B. Lupfer. The Respondent filed a timely answer denying the allegation in the complaint.

After the hearing began, and the formal papers were entered into evidence, the Respondent, through Attorney Collesano and Vice President Jolley, moved to withdraw its answer. The motion was granted, and the General Counsel made an unopposed motion for a decision on the pleadings. The withdrawal of an answer has the same effect as a failure to file an answer, i.e., the allegations in the complaint must be considered to be admitted to be true. See *Biomedical Services*, 338 NLRB No. 87 (2002); *Maislin Transport*, 274 NLRB 529 (1985).

On the entire record, I make the following

Findings of Fact

I. Jurisdiction

The Respondent, a corporation with a principal office and place of business in Indianapolis, Indiana, herein called the Respondent's facility, has been engaged in the business of sign installation, service and repair. During the calendar year ending March 31 Respondent, in conducting its business operations, previously described, provided services valued in excess of \$50,000 to customers located outside the State of Indiana. At all material times the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the International Brotherhood of Electrical Workers, AFL–CIO,

¹ All dates are in 2003 unless otherwise indicated.

and its Local Union No. 481, have been labor organizations within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

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At all material times the following individuals held the positions set forth opposite their names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

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Jean Jolly	President and Shareholder
Robert Jolly	Vice President and Shareholder
Jay Jolly	Vice President and Manager

About April 4 the Respondent discharged its employee Donald B. Lupfer.

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The Respondent engaged in the conduct described above because Donald B. Lupfer declined to terminate his union membership; because Donald B. Lupfer assisted the Union and engaged in concerted activities; and to discourage employees from engaging in these activities.

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Conclusions of Law

1. By the conduct described above, the Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

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

Remedy

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Having found that the Respondent has engaged in an unfair labor practice, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. The Respondent having discriminatorily discharged employee Donald B. Lupfer, it must offer him reinstatement and make him whole for any loss of earnings and other benefits, computed on a quarterly basis from date of discharge to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). The Respondent shall also be required to remove from its files all references to the unlawful discharge, and to notify Donald B. Lupfer in writing that this has been done, and that the unlawful conduct will not be used against him in any way.

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On these findings of fact and conclusions of law and on the entire record, I issue the following recommended²

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² If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

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ORDER

The Respondent, Signman, Inc., Indianapolis, Indiana, its officers, agents, successors,
and assigns, shall

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1. Cease and desist from

(a) Discharging or otherwise discriminating against any employee for supporting Local
Union No. 481, International Brotherhood of Electrical Workers, AFL–CIO, or any other union.

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

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

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(a) Within 14 days from the date of this Order, offer Donald B. Lupfer full reinstatement
to his former job or, if that job no longer exists, to a substantially equivalent position, without
prejudice to his seniority or any other rights or privileges previously enjoyed.

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(b) Make Donald B. Lupfer whole for any loss of earnings and other benefits suffered as
a result of the discrimination against him in the manner set forth in the remedy section of the
decision.

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(c) Within 14 days from the date of this Order, remove from its files any reference to the
unlawful discharge, and within 3 days thereafter notify Donald B. Lupfer in writing that this has
been done and that the discharge will not be used against him in any way.

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(d) 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.

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(e) Within 14 days after service by the Region, post at its facility in Indianapolis, Indiana,
copies of the attached notice marked “Appendix.”³ Copies of the notice, on forms provided by
the Regional Director for Region 25, after being signed by the Respondent's authorized
representative, shall be posted by the Respondent immediately upon receipt and maintained for
60 consecutive days in conspicuous places including all places where notices to employees are
customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the
notices are not altered, defaced, or covered by any other material. In the event that, during the
pendency of these proceedings, the Respondent has gone out of business or closed the facility
involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a
copy of the notice to all current employees and former employees employed by the Respondent
at any time since April 4, 2003.

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³ If this Order is enforced by a judgment of a United States court of appeals, the words in the
notice reading “POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD” shall
read “POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF
APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.”

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(f) Within 21 days after service by the Region, file with the Regional Director 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.

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Dated, Washington, D.C. August 29, 2003.

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John T. Clark
Administrative Law Judge

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Indianapolis, IN

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SIGNMAN, INC.

and

Case 25-CA-28650

LOCAL UNION NO. 481, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO

ORDER

On August 29, 2003, Administrative Law Judge John T. Clark, of the National Labor Relations Board issued his Decision in the above-entitled proceeding and, on the same date, the proceeding was transferred to and continued before the Board in Washington, D.C.. The Administrative Law Judge found that the Respondent has engaged in certain unfair labor practices, and recommended that it take specific action to remedy such unfair labor practices.

No statement of exceptions having been filed with the Board, and the time allowed for such filing having expired,

Pursuant to Section 10(c) of the National Labor Relations Act, as amended and Section 102.48 of the National Labor Relations Board Rules and Regulations, the Board adopts the findings and conclusions of the Administrative Law Judge as contained in his Decision, and orders that the Respondent, Signman, Inc., its officers, agents, successors and assigns, shall take the action set forth in the recommended Order of the Administrative Law Judge.

Dated, Washington, D.C., October 15, 2003.

By direction of the Board:

Enid W. Weber

Associate Executive Secretary

United States Court of Appeals ^{ts}

For the Seventh Circuit
Chicago, Illinois 60604

April 8, 2004

Before

Hon. ILANA DIAMOND ROVNER, *Circuit Judge*

NATIONAL LABOR RELATIONS BOARD,]	Application for Enforcement	
Petitioner,]	of an Order of the National	
]	Labor Relations Board	
No. 04-1301	v.]	
]	No. 25-CA-28650
SIGNMAN, INCORPORATED,]		
Respondent.]		
]		

Upon consideration of the APPLICATION FOR SUMMARY ENTRY OF JUDGMENT ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD, filed on February 6, 2004, by counsel for the petitioner,

IT IS ORDERED that the application is GRANTED and the clerk shall enter the attached judgment. The judgment is ENFORCED.

CERTIFIED COPY

**UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT**

A True Copy
Tested:

Jiffrey Sanford Agency
Notary Public, United States

NATIONAL LABOR RELATIONS BOARD)
)
Petitioner)
)
v.)
)
SIGNMAN, INC.)
)
Respondent)

04-1301

**U.S.C.A. — 7th Circuit
RECEIVED**

FEB - 6 2004 ER

**GINO J. AGNELLO
CLERK**

**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, Signman, Inc., its officers, agents, successors, and assigns, enforcing its order dated October 15, 2003, in Case No. 25-CA-28650, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Signman, Inc., its officers, agents, successors, and assigns, shall abide by said order (See Attachments).

Alan D. Rosner

Judge, United States Court of
Appeals for the Seventh Circuit

NATIONAL LABOR RELATIONS BOARD

v.

SIGNMAN, INC.

ORDER

The Respondent, Signman, Inc., Indianapolis, Indiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging or otherwise discriminating against any employee for supporting Local Union No. 481, International Brotherhood of Electrical Workers, AFL-CIO, or any other union.

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

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

(a) Within 14 days from the date of this Order, offer Donald B. Lupfer full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

(b) Make Donald B. Lupfer whole for any loss of earnings and other benefits suffered as a result of the discrimination against him in the manner set forth in the remedy section of the decision.

(c) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharge, and within 3 days thereafter notify Donald B. Lupfer in writing that this has been done and that the discharge will not be used against him in any way.

(d) 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.

(e) Within 14 days after service by the Region, post at its facility in Indianapolis, Indiana, copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms provided by the Regional Director for Region 25, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 4, 2003.

(f) Within 21 days after service by the Region, file with the Regional Director 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.

¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

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 with your employer
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT discharge or otherwise discriminate against any of you for supporting Local Union No. 481, International Brotherhood of Electrical Workers, AFL—CIO, or any other union.

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

WE WILL, within 14 days from the date of the Board's Order, offer Donald B. Lupfer full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make Donald B. Lupfer whole for any loss of earnings and other benefits resulting from his discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharge of Donald B. Lupfer, and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

Signman, Inc.

(Employer)

Dated _____ By _____ (Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

575 North Pennsylvania Street, Federal Building, Room 238, Indianapolis, IN 46204-1577

(317) 226-7381, Hours: 8:30 a.m. to 5 p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST
NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS
NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S
COMPLIANCE OFFICER, (317) 226-7413.**

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

SIGNMAN, INC., and its alter ego
JAY'S SIGN COMPANY, INC.,
d/b/a JAY'S SIGN SERVICES

and

JAY'S SIGN COMPANY, INC.
d/b/a JAY'S SIGN SERVICES

and

Case 25-CA-28650

LOCAL UNION NO. 481, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO

COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued its Order¹ on October 15, 2003, directing Signman, Inc., its officers, agents, successors, and assigns, herein individually called Respondent Signman, to take certain affirmative action, including that of making Donald B. Lupfer whole for any loss of earnings and other benefits he may have suffered as a result of Respondent Signman's unfair labor practices in violation of Section 8(a)(1) and (3) of the National Labor Relations Act, herein called the Act.

On April 8, 2004, the United States Court of Appeals for the Seventh Circuit in Case No. 04-1301, entered its judgment enforcing the Board's Order.

A controversy having arisen over the amount of backpay due under the terms of the Board's Order and whether Jay's Sign Company, Inc., d/b/a Jay's Sign Services, herein individually called Respondent Jay's Sign, is a successor of Respondent Signman and is jointly or severally liable with Respondent Signman to pay the backpay due under the Board's Order, as enforced, the Regional Director of the Board for Region 25, pursuant to the authority duly conferred upon him by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

¹ Unpublished.

Alter Ego, Disguised Continuance

1. The Board found that at all material times Respondent Signman, a corporation, with an office and place of business in Indianapolis, Indiana, was engaged in the business of sign installation, service, and repair.

2. At all material times since October 1, 2003, Respondent Jay's Sign, a corporation, with an office and place of business in Indianapolis, Indiana, has been engaged in the business of sign installation, service, and repair.

3. On October 1, 2003, Respondent Jay's Sign was established by Respondent Signman as a disguised continuation of Respondent Signman.

4. Based on the conduct described above in paragraph 3, Respondent Signman and Respondent Jay's Sign are, and have been at all material times, alter egos and a single employer within the meaning of the Act.

Golden State Successor

5. About January 1, 2004, Respondent Jay's Sign purchased the business of Respondent Signman and since then has continued to operate the business of Respondent Signman in basically unchanged form.

6. Before engaging in the conduct described above in paragraph 5, Respondent Jay's Sign was put on notice of Respondent Signman's potential liability in Board Case 25-CA-28650 by Jay Jolley, an admitted Section 2(11) supervisor and Section 2(13) agent of Respondent Signman and president and owner of Respondent Jay's Sign, and his knowledge of the unfair labor practice proceedings herein.

7. Based on the conduct and operations described above in paragraphs 5 and 6, Respondent Jay's Sign has continued the employing entity with notice of Respondent Signman's potential liability to remedy its unfair labor practices, and is a successor to Respondent Signman.

Gross Backpay

8. The Board found that Respondent Signman violated Section 8(a)(1) and (3) of the Act by, on April 4, 2003, discharging Donald B. Lupfer.

9. The backpay period for Donald B. Lupfer extends from April 5, 2003, until October 2, 2003, two weeks following receipt by Lupfer of Respondent Signman's offer of reinstatement.

10. The gross backpay due the discriminatee, Donald B. Lupfer, is the amount of earnings he would have received but for the discrimination against him.

11. An appropriate measure of the gross backpay for Lupfer consists of the average weekly regular (straight-time) and overtime (time and a half) hours worked by him prior to his discharge multiplied by the wage rates he would have received for each calendar quarter of the backpay period.

12. The gross backpay computation for Lupfer is set forth in Appendix A. Gross backpay is summarized by calendar quarter in Appendix D.

Interim Earnings and Expenses

13. Calendar quarter net interim earnings totals are the difference between calendar quarter interim earnings and calendar quarter interim expenses.

14. Calendar quarter net backpay is the difference between calendar quarter gross backpay and calendar quarter net interim earnings.

15. The total net backpay due the discriminatee is the sum of the calendar quarter amounts of net backpay and interim expenses due him.

16. Donald B. Lupfer had no interim employment or earnings and incurred no interim expenses during the backpay period.²

Medical Insurance

17. The employees of Respondent Signman described in Article 1, Section 1:01 of the collective bargaining agreement described below in paragraph 18, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

18. Since at least 1996, and at all times material herein, Local Union No. 481, International Brotherhood of Electrical Workers, AFL-CIO, herein called the Union, has been the designated exclusive collective-bargaining representative of the Unit and has been recognized as such representative by Respondent Signman. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective by its terms from May 1, 2001, through April 30, 2003. Pursuant to its terms, said collective bargaining agreement has since been deemed by the Board of Arbitration for the Electric Sign Industry to be extended through April 30, 2005, with a modification as relevant here noted in Appendix B.

19. At all times since at least 1996, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

² Vacation pay was considered as an offset to interim earnings, but is not included in the calculation since there were no interim earnings to offset.

20. During the backpay period, Respondent Signman was obligated pursuant to the terms of the collective bargaining agreement identified in paragraph 18 to contribute to the Union's Electrical Workers Benefit Trust Fund to provide medical insurance for its employees.

21. During the backpay period, Lupfer had to utilize his "banked hours" to maintain medical insurance coverage under the Electrical Workers Benefit Trust Fund, and he is therefore entitled to reimbursement equivalent to the amount that Respondent Signman was obligated to pay the Electrical Workers Benefit Trust Fund during the backpay period.

22. The amount of the medical insurance contributions due to Lupfer are as set out in Appendix B.

Fringe Benefit Fund Contributions

23. During the backpay period, Respondent Signman was obligated pursuant to the terms of the collective bargaining agreement identified in paragraph 18 to contribute to the Union's Electrical Workers Pension Fund, National Electrical Benefit Fund, and Money Purchase Pension Trust Fund to provide pension and other benefits for its employees.

24. The amount of the contributions due to each fund are as set out in Appendix C.

Summary

25. Summarizing the facts and calculations specified above, Respondent Signman and Respondent Jay's Sign, herein collectively called Respondents, are jointly and severally liable for the backpay due Donald B. Lupfer and contributions due to the fringe benefit funds as described above. The obligation of the Respondents to make whole Donald B. Lupfer and the fringe benefit funds under the Board Order and court judgment will be discharged by payment to each of them in the amount set opposite each name, plus interest accrued to the date of payment pursuant to such Order and judgment, minus the tax withholding required by Federal and state laws (see Appendix D):

Donald B. Lupfer	\$ 31,769
Electrical Workers Pension Fund	\$ 1,089
National Electric Benefit Fund	\$ 817
Money Purchase Trust Fund	\$ 1,362
Total	\$ 35,037

Notice of Hearing

PLEASE TAKE NOTICE that on a date to be announced, a hearing will be conducted at the Region Twenty-five Hearing Room, 575 North Pennsylvania Street, Room 238, Indianapolis, Indiana, before a duly designated Administrative Law Judge of the National Labor

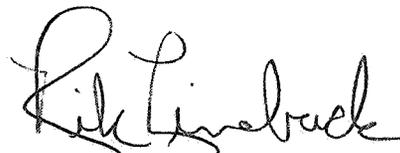
Relations Board on the allegations set forth in the above Specification, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

Answer Requirement

You are further notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, the Respondents shall, within 21 days from the date of the Specification, file with the undersigned Regional Director, acting in this matter as agent of the Board, an original and four (4) copies of an answer to the Specification and a copy thereof shall immediately be served on any other Respondent jointly liable. To the extent that such answer fails to deny allegations of the Specification in the manner required under the Board's Rules and Regulations, a copy of which is attached, and the failure so to do is not adequately explained, such allegations shall be deemed to be admitted to be true and the Respondent shall be precluded from introducing any evidence controverting them.

Form NLRB-4668, Statement of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases, is attached.

DATED at Indianapolis, Indiana, this 27th day of September, 2005.



Rik Lineback
Regional Director
National Labor Relations Board,
Region Twenty-five
Room 238, Minton-Capehart Building
575 North Pennsylvania Street
Indianapolis, Indiana 46204-1577

Attachments
RL/daj

H:\Luther\SPEC\Signman, 25-CA-28650.doc

Appendix A

Gross Backpay Donald B. Lupfer

<u>Year/Quarter</u>	<u>Category</u>	<u>Rate</u>	<u>Hrs./week</u>	<u>Weeks</u>	<u>Total</u>
2003/Q2	straight	\$22.53	39.54	12.2	\$10,868
	overtime	\$33.80	5.12	12.2	\$2,111
				Total =	\$12,979
2003/Q3	straight	\$22.53	39.54	13	\$11,581
	overtime	\$33.80	5.12	13	\$2,250
				Total =	\$13,831
2003/Q4	straight	\$22.53	39.54	0.4	\$356
	overtime	\$33.80	5.12	0.4	\$69
				Total =	\$426
				TOTAL GROSS BACKPAY =	\$27,236

Appendix B

Health Insurance Donald B. Lupfer

<u>Year/Quarter</u>	<u>Hrs./week</u>	<u>Weeks</u>	<u>Rate</u>	<u>Total</u>
2003/Q2 (bef. 5/1)	44.66	3.6	\$3.75	\$603
2003/Q2 (aft. 5/1)	44.66	8.6	\$4.00	\$1,536
			Total =	\$2,139
2003/Q3	44.66	13	\$4.00	\$2,322
2003/Q4	44.66	0.4	\$4.00	\$71
			TOTAL HEALTH INSURANCE =	\$4,533

* Note: The health insurance rate was \$3.75 per hour. Effective May 1, 2003, the rate was raised to \$4.00 per hour (based on a decision issued by the Board of Arbitration for the Electrical Sign Industry)

Appendix C

Fringe Benefit Fund Contributions

Electrical Workers Pension Fund "EWPF" (4%)

<u>Year/Quarter</u>	<u>Wages</u>	<u>Rate</u>	<u>Total</u>
2003/Q2	\$12,979	4%	\$519
2003/Q3	\$13,831	4%	\$553
2003/Q4	\$426	4%	\$17
		Total =	\$1,089

National Electrical Benefit Fund "NEBF" (3%)

<u>Year/Quarter</u>	<u>Wages</u>	<u>Rate</u>	<u>Total</u>
2003/Q2	\$12,979	3%	\$389
2003/Q3	\$13,831	3%	\$415
2003/Q4	\$426	3%	\$13
		Total =	\$817

Money Purchase Pension Trust Fund "MPPTF" (5%)

<u>Year/Quarter</u>	<u>Wages</u>	<u>Rate</u>	<u>Total</u>
2003/Q2	\$12,979	5%	\$649
2003/Q3	\$13,831	5%	\$692
2003/Q4	\$426	5%	\$21
		Total =	\$1,362

TOTAL BENEFIT FUND CONTRIBUTIONS = \$3,268

Appendix D

Summary Donald B. Lupfer

Gross Backpay

2003/Q2	\$12,979
2003/Q3	\$13,831
2003/Q4	\$426

Total = \$27,236

Health Insurance

2003/Q2	\$2,139
2003/Q3	\$2,322
2003/Q4	\$71

Total = \$4,533

Backpay + Health Insurance = \$31,769

EWPE

2003/Q2	\$519
2003/Q3	\$553
2003/Q4	\$17

Total = \$1,089

NEBF

2003/Q2	\$389
2003/Q3	\$415
2003/Q4	\$13

Total = \$817

MPPTF

2003/Q2	\$649
2003/Q3	\$692
2003/Q4	\$21

Total = \$1,362

TOTAL BACKPAY + FRINGES DUE = \$35,037

**NATIONAL LABOR RELATIONS BOARD
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

SIGNMAN, INC.

Cases: 25-CA-28650

DATE OF MAILING: September 27, 2005

AFFIDAVIT OF SERVICE OF: Compliance Specification with Appendices

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the following person(s), addressed to them at the following addresses by United States mail postage prepaid:

Certified RRR 7003 0500 0004 7531 5884

Mr. Stephen M. Gentry, Attorney
55 S. State Avenue
Indianapolis, IN 46201-3876

7003 0500 0004 7531 5877 NO RRR

Mr. Neil Gath, Esquire
Fillenwarth, Dennerline, Groth & Towe
1213 N. Arlington Avenue, Suite 204
Indianapolis, IN 46219

Regular Mail Service

Mr. Jim Webb, Business Representative
IBEW
1828 N. Meridian Street
Indianapolis, IN 46202

Mr. Lawrence P. Curley, International Vice President
IBEW, 6th District, AFL-CIO
8174 Cass Avenue
Darien, IL 60561

Mr. Edwin D. Hill, International President
IBEW
900 Seventh Street, NW
Washington, DC 2001

Signman, Inc.
2217 Massachusetts Avenue
Indianapolis, IN 46218

Mr. Jay Jolley
1255 Main Street
Indianapolis, IN 46224

Ms. Jean Jolley, President
Signman Consulting, Inc.
2217 Massachusetts Avenue
Indianapolis, IN 46218

Gregory S. Fehribach, Trustee
50 S. Meridian Street, Suite 700
Indianapolis, IN 46204-3530

James T. Young, Attorney
Rubin & Levin, PC
342 Massachusetts Avenue, Suite 500
Indianapolis, IN 46204

Margaret A. Heddon

<p>Subscribed and sworn before me this 27th day of September, 2005.</p>	<p>DESIGNATED AGENT <i>L. Hall</i> NATIONAL LABOR RELATIONS BOARD</p>
-----------------------------------------------------------------------------	-------------------------------------------------------------------------------

NATIONAL LABOR RELATIONS BOARD
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SIGNMAN, INC.

Case: 25-CA-28650

DATE OF MAILING: September 28, 2005

ADDITIONAL AFFIDAVIT OF SERVICE OF: ~~INITIAL CHARGE LETTER WITH~~
ENCLOSURES *Compliance Spc. & Appendices*

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the following person(s), addressed to them at the following addresses by Certified United States mail postage prepaid:

7004 2510 0004 6764 7139

Mr. Ronald C. Smith, Attorney
Stewart & Irwin
251 E. Ohio Street, Suite 1100
Indianapolis, IN 46204

Margaret A. Hibdon

Subscribed and sworn before me

DESIGNATED AGENT

this 28th day of September, 2005.

[Signature]
NATIONAL LABOR RELATIONS BOARD

NATIONAL LABOR RELATIONS BOARD
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SIGNMAN, INC.

Case: 25-CA-28650

DATE OF MAILING: September 28, 2005

ADDITIONAL AFFIDAVIT OF SERVICE OF: ~~INITIAL CHARGE LETTER WITH~~
~~ENCLOSURES.~~ *Compliance Spec. & appendices*

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the following person(s), addressed to them at the following addresses by United States mail postage prepaid:

Jay's Sign Co., Inc.
2217 Massachusetts Avenue
Indianapolis, IN 46214

Jay's Sign Co., Inc.
3108 Gerrard
Indianapolis, IN 46224

Subscribed and sworn before me
this 28th day of September, 2005.

Margaret A. Heddon
DESIGNATED AGENT
Constance Kent
NATIONAL LABOR RELATIONS BOARD



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 25
575 North Pennsylvania Street - Room 238
Indianapolis, IN 46204-1577

phone: (317) 226-7386
fax: (317) 226-5103
derek.johnson@nlrb.gov

November 1, 2005

VIA FACSIMILE & U.S. MAIL

Stephen M. Gentry
55 South State Avenue
Indianapolis, IN 46201

Fax: (317) 634-6193

Re: Signman, Inc.
Case 25-CA-28650

Dear Mr. Gentry:

This letter is to inform you that this office has not yet received an answer to the Compliance Specification and Notice of Hearing issued on September 27, 2005, in the above-referenced case. Under Section 102.56 of the Rules and Regulations of the National Labor Relations Board (the "Board"), a failure to file an answer can result in the Board finding all of the allegations in the compliance specification to be true. Therefore, if you intend to file an answer, please be advised that we must have your answer no later than the close of business on **November 8, 2005**. If we do not receive an answer by this date, the Region will have no alternative but to file a Motion for Default Judgment with the Board asking that the Board deem all allegations in the compliance specification to be admitted.

For your convenience, I have enclosed a copy of Section 102.56 of the Board's Rules and Regulations. As stated in Section 102.56, your answer to the compliance specification should consist of specifically admitting or denying each paragraph of the specification, unless you are truly without knowledge of the facts alleged in the paragraph, in which case you should so state. Further, if you are denying allegations, such as those concerning the computation of backpay, you must specifically plead in detail the basis of your disagreement and furnish appropriate supporting figures.

If you have any questions, please do not hesitate to contact me at (317) 226-7386.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek A. Johnson".

Derek A. Johnson
Field Attorney

cc: (on next page)

Exhibit H

cc: (by regular mail)

Gregory S. Fehribach, Trustee
STARK DONNIGER & SMITH
50 South Meridian Street, Suite 700
Indianapolis, IN 46204

James T. Young
RUBIN & LEVIN
342 Massachusetts Avenue, Suite 500
Indianapolis, IN 46204

Rules & Regulations National Labor Relations Board

Compliance Proceedings

Sec. 102.56 Answer to compliance specification.

(a) *Filing and service of answer; form.*—Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.*—The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specification.*—If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.*—Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.*—Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

STEPHEN M. GENTRY

Attorney at Law

55 South State Avenue
Suite 3C8
Indianapolis, IN 46201-3876

Tele. no.: 317-634-6190
Fax no.: 317-634-6193
E-Mail: gentrysm@aol.com

November 3, 2005

Derek A. Johnson
National Labor Relations Board
575 North Pennsylvania Street
Suite 238
Indianapolis, IN 46204-1577

RE: Signman, Inc.
Case 25-CA-28650

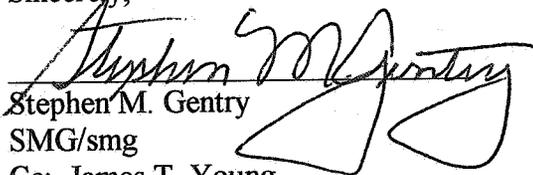
Dear Mr. Johnson,

This letter is to confirm our telephone conversation of yesterday. Please be advised that I will not be filing a response to the Board's Compliance Specification and Notice of Hearing issued on September 27, 2005. Signman Consulting, Inc., has no objection to the Board's claim.

Since Signman is currently in bankruptcy, the Trustee may wish to file a response. Jim Young is counsel for the Trustee and I believe that he has already been served.

If you have any questions, please feel free to call.

Sincerely,


Stephen M. Gentry
SMG/smg
Cc: James T. Young

RUBIN & LEVIN

A Professional Corporation

LAWYERS

500 Marott Center
342 Massachusetts Avenue
Indianapolis, IN 46204
(317)634-0300
email: law@rubin-levin.net

James T. Young, Esq.
email: james@rubin-levin.net
Direct Dial: (317) 860-2913
Fax No. (317) 263-9411

November 5, 2005

Derek A. Johnson
National Labor Relations Board, Region 25
Federal Building, Room 238
575 North Pennsylvania St.
Indianapolis, IN 46204

Re: Signman Consulting, Inc., Debtor
Case No. 04-17663-BHL-7
Our File No.: 80291501

Dear Mr. Johnson:

This letter is to confirm our telephone conversation of November 2, 2005 regarding your November 1, 2005 letter to Steven Gentry, the attorney for the debtor in the above referenced bankruptcy case.

As you know, our firm represents Gregory Fehribach, the Chapter 7 Trustee for Signman Consulting, Inc.

While the Trustee and I are aware that Mr. Gentry has represented the debtor in the bankruptcy case, we are not aware that he continues to represent any entities affiliated with the debtor except in the context of the bankruptcy case. Accordingly, I suggested to you that the NLRB file a proof of claim in the bankruptcy case which sets forth its position concerning any damages it claims are due from the debtor, and that proof of claim can be dealt with in the claims allowance process of the bankruptcy case. The automatic stay of 11 U.S.C. §362 remains in place concerning proceeding with pre-petition collection actions against the debtor, so the suggestion of seeking a default judgment against the debtor in that litigation is subject to that stay.

After we have had an opportunity to speak with Mr. Collesano, the debtor's pre-petition counsel, we should be in a better position to discuss whether the bankruptcy estate will be pursuing claims against Jay's Sign Service.

If you have any questions or comments concerning this matter, or if the above is inconsistent with your recollection of our telephone conversation, please let me know.

Most sincerely yours,

RUBIN & LEVIN, P.C.



James T. Young

JTY/sls...G:\WP80\TRUSTEE\Fehribach\Signman\johnson ltr2
cc: Greg Fehribach
Steve Gentry

CONFIDENTIALITY WARNING: This communication may contain privileged or confidential information and is for the sole use of the intended recipient(s). Any unauthorized use or disclosure of this communication is prohibited. If you believe that you have received this communication in error, please notify the sender immediately and delete it from your system.

Exhibit J

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

SIGNMAN, INC., and its alter ego
JAY'S SIGN COMPANY, INC.,
d/b/a JAY'S SIGN SERVICES

and

JAY'S SIGN COMPANY, INC.
d/b/a JAY'S SIGN SERVICES

and

Case 25-CA-28650

LOCAL UNION NO. 481, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO

ANSWER TO COMPLIANCE SPECIFICATION

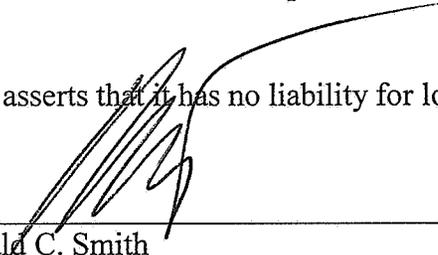
Comes now the undersigned counsel for Jay's Sign Company, Inc. and answers the Board's Compliance Specification as follows:

1. Respondent Jay's Sign Company, Inc. admits the allegations contained in rhetorical paragraphs 8, 13, 14 and 15 of the Compliance Specification.
2. Respondent Jay's Sign Company, Inc. is without information sufficient to admit or deny the allegations contained in rhetorical paragraphs 1, 10 and 16 of the Compliance Specification.
3. With respect to the allegations contained in rhetorical paragraph 2, respondent Jay's Sign Company, Inc. denies that it was engaged in the business alleged therein on October 1, 2003. Jay's Sign Company, Inc. did not commence business operations until January of 2004.
4. Respondent Jay's Sign Company, Inc. denies the allegations contained in rhetorical paragraph 9 as it applies to Jay's Sign Company, Inc. Respondent believes that reinstatement was offered on September 16, 2003. The labor contract between Signman and Local Union 481 of the International Brotherhood

of Electrical Workers, AFL-CIO was terminated by Signman effective April 30, 2003. The issue of termination is currently being litigated in the United States District Court for the southern district of Indiana under cause number 1:04-CV-0574-RLY-TAB.

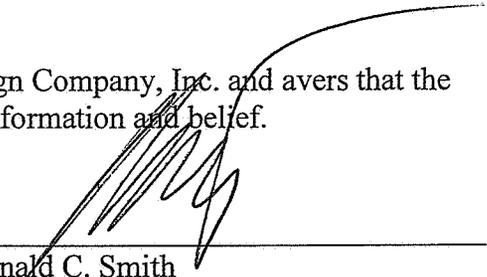
5. Respondent Jay's Sign Company, Inc. denies the allegations contained in rhetorical paragraph 11. Any estimate of backpay based on regular straight-time and overtime earnings is flawed because factually actual hours that might have been available to Lupfer would have declined due to decline in business and pending shutdown of Signman.
6. Respondent Jay's Sign Company, Inc. is without information as to the allegations contained in rhetorical paragraph 12 of the Specification. Respondent Jay's Sign Company, Inc. has no access to business records, all of which are in the possession of either the owner's of Signman or Signman's trustee in bankruptcy, James T. Young.
7. Respondent Jay's Sign Company, Inc. is without information as to the allegations contained in rhetorical paragraphs 17, 20, 21, 22, 23 and 24 of the Compliance Specification for the reason that all records relating to the statements contained therein are either in the possession of the owner's of Signman or in the possession of Signman's trustee in bankruptcy, James T. Young. The undersigned has undertaken no representation of Signman with regard to any issues set forth in the Compliance Specification.
8. With regard to the allegations contained in rhetorical paragraphs 18 and 19 of the Compliance Specification, Jay's Sign Company, Inc. denies the allegations therein as it relates to Jay's Sign Company, Inc., alleging instead that the Collective Bargaining Agreement expired by notice on April 30, 2003. The issue of that termination is pending in United States District Court for the southern district of Indiana under cause number 1:04-CV-0574-RLY-TAB.
9. Respondent Jay's Sign Company, Inc. specifically denies the allegations contained in rhetorical paragraphs 3, 4, 5, 6, 7 and 25 of the Compliance Specification.

WHEREFORE, Jay's Sign Company, Inc. asserts that it has no liability for lost earnings or benefits for Donald B. Lupfer.



Ronald C. Smith
Attorney for Jay's Sign Company, Inc.

The undersigned is attorney for Jay's Sign Company, Inc. and avers that the foregoing responses are true to the best of his information and belief.

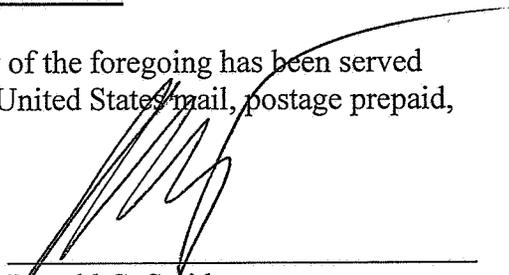


Ronald C. Smith
Attorney for Jay's Sign Company, Inc.

SI63239_1

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served upon the following counsel of record via first class United States mail, postage prepaid, on October 18, 2005:



Donald C. Smith

STEWART & IRWIN, P.C.
251 East Ohio Street
Suite 1100
Indianapolis, IN 46204
Phone: (317) 639-5454
Fax: (317) 632-1319

Mr. Stephen M. Gentry, Attorney
55 S. State Avenue
Indianapolis, IN 46201

Mr. Neil Gath, Esquire
Fillenwarth, Dennerline, Groth & Towe
1213 N. Arlington Avenue, Suite 204
Indianapolis, IN 46219

Mr. Jim Webb, Business Representative
IBEW
1828 N. Meridian Street
Indianapolis, IN 46202

Mr. Lawrence P. Curley, International Vice President
IBEW, 6th District, AFL-CIO
8174 Cass Avenue
Darien, IL 60561

Mr. Edwin D. Hill, International President
IBEW
900 Seventh Street, NW
Washington, DC 20001

Signman, Inc.
2217 Massachusetts Avenue
Indianapolis, IN 46218

Mr. Jay Jolley
1255 Main Street
Indianapolis, IN 46224

Ms. Jean Jolley, President
Signman Consulting, Inc.
2217 Massachusetts Avenue
Indianapolis, IN 46218

Gregory S. Fehribach, Trustee
50 S. Meridian Street, Suite 700
Indianapolis, IN 46204

James T. Young, Attorney
Rubin & Levin, PC
342 Massachusetts Avenue, Suite 500
Indianapolis, IN 46204

Johnson, Derek

From: INSB_BKECF@insb.uscourts.gov
Sent: Monday, December 18, 2006 1:11 PM
To: courtmail@insb.uscourts.gov
Subject: 06-01113-AJM-11 Motion to Allow Claim(s)

*****NOTE TO PUBLIC ACCESS USERS*** You may view the filed documents once without charge. To avoid later charges, download a copy of each document during this first viewing.**

**U.S. Bankruptcy Court
Southern District of Indiana**

Notice of Electronic Filing

The following transaction was received from Johnson, Derek A entered on 12/18/2006 at 1:11 PM EDT and filed on 12/18/2006

Case Name: Jay's Sign Company, Inc.
Case Number: 06-01113-AJM-11
Document Number: 102

Docket Text:

Motion to Allow Claim(s) filed by Derek A Johnson on behalf of Creditor National Labor Relations Board. (Johnson, Derek)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:H:_R25COM\Johnson_D\Active Trial\Signman, 25-CA-28650\Jay's Sign\Jay's agreed entry on claim.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1072195184 [Date=12/18/2006] [FileNumber=6589553-0] [c2db351b111480f32636a4df593fa4bbc919ff661d24d1a09bd0ec5fc39b75a22ac620ae06fc9428ecf1cde2b828171d6ebfd5debe808705b43c8c8ae5266c8b]]

06-01113-AJM-11 Notice will be electronically mailed to:

Timothy L Buckley tbuckley@buckleyjacobs.com

Neil E Gath ngath@fdgtlaborlaw.com

Stewart Todd Hittinger stewart.t.hittinger@irscounsel.treas.gov, bankruptcy.indy@irscounsel.treas.gov

Edward B. Hopper ehopper@silegal.com, rtsmith@silegal.com

Derek A Johnson derek.johnson@nlrb.gov, NLRBRegion25@nlrb.gov;lisabeth.luther@nlrb.gov

Harley K Means HKM@kgrlaw.com, smn@kgrlaw.com

Bradley P. Shepard theresa.m.deever@usdoj.gov

Kimberly R Sorg-Graves Kim.Sorg-Graves@nlrb.gov, Region25@nlrb.gov

U.S. Trustee ustpreion10.in.ecf@usdoj.gov

Charles R. Wharton Charles.R.Wharton@usdoj.gov, Charles.R.Wharton@usdoj.gov

06-01113-AJM-11 Notice will not be electronically mailed to:

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:)	
)	
Jay's Sign Company, Inc.)	Case No. 06-01113-AJM-11
)	
Debtor)	

AGREED ENTRY ON CLAIM

Jay's Sign Company, Inc., by its counsel, and the National Labor Relations Board, by its counsel, hereby agree that Jay's Sign Company, Inc., is an alter ego of, and a successor to, Signman, Inc. within the meaning of Golden State Bottling Co. v. NLRB, 414 U.S. 168 (1973), and is therefore liable to remedy the unfair labor practices adjudicated against Signman in Case 25-CA-28650 before the National Labor Relations Board. The parties therefore agree to allow Claim No. 10 in the following manner:

	<u>non-priority claim</u>
Donald Lupfer	\$37,354
Local Union No. 481 International Brotherhood of Electrical Workers	
Electrical Workers Pension Fund	\$1,281
Money Purchase Trust Fund	\$1,601
National Electrical Benefit Fund	\$961

/s/ Edward B. Hopper, II

Edward B. Hopper, II
Attorney No. 7781-49
Counsel for Debtor

STEWART & IRWIN, P.C.
251 East Ohio Street
Suite 1100
Indianapolis, IN 46204
Phone: (317) 639-5454
Fax: (317) 632-1312

/s/ Derek A. Johnson

Derek A. Johnson
Counsel for Rik Lineback, Regional Director

National Labor Relations Board
Region Twenty-Five
Minton-Capehart Federal Building, Room 238
575 North Pennsylvania Street
Indianapolis, Indiana 46204
Phone: (317) 226-7386
Fax: (317) 226-5103
E-mail: derek.johnson@nlrb.gov

Approved this ____ day of _____, 200__.

JUDGE ATHONY J. METZ III
U.S. BANKRUPTCY COURT

Johnson, Derek

From: INSB_BKECF@insb.uscourts.gov
Sent: Wednesday, January 24, 2007 12:26 PM
To: courtmail@insb.uscourts.gov
Subject: 06-01113-AJM-11 Order Approving Agreed Entry

*****NOTE TO PUBLIC ACCESS USERS*** You may view the filed documents once without charge. To avoid later charges, download a copy of each document during this first viewing.**

U.S. Bankruptcy Court
Southern District of Indiana

Notice of Electronic Filing

The following transaction was received from Stanley, Robin entered on 1/24/2007 at 12:25 PM EDT and filed on 1/24/2007

Case Name: Jay's Sign Company, Inc.
Case Number: 06-01113-AJM-11
Document Number: 107

Docket Text:

ORDER: Agreed Entry Approved (*Docket Order Only*) (re: Doc # [102]). (rss)

The following document(s) are associated with this transaction:

06-01113-AJM-11 Notice will be electronically mailed to:

Timothy L Buckley tbuckley@buckleyjacobs.com

Neil E Gath ngath@fdgtlaborlaw.com

Stewart Todd Hittinger stewart.t.hittinger@irscounsel.treas.gov, bankruptcy.indy@irscounsel.treas.gov

Edward B. Hopper ehopper@silegal.com, rtsmith@silegal.com

Derek A Johnson derek.johnson@nlrb.gov, NLRBRegion25@nlrb.gov;lisabeth.luther@nlrb.gov

Harley K Means HKM@kgrlaw.com, smn@kgrlaw.com

Bradley P. Shepard theresa.m.deever@usdoj.gov

Kimberly R Sorg-Graves Kim.Sorg-Graves@nlrb.gov, Region25@nlrb.gov

U.S. Trustee ustpreion10.in.ecf@usdoj.gov

Charles R. Wharton Charles.R.Wharton@usdoj.gov, Charles.R.Wharton@usdoj.gov

06-01113-AJM-11 Notice will not be electronically mailed to:

Gregory S. Fehribach
Stark Doninger & Smith
50 S Meridian St Suite 700
Indianapolis, IN 46204-3530

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

SIGNMAN, INC., and its alter ego
JAY'S SIGN COMPANY, INC.,
d/b/a JAY'S SIGN SERVICES

and

JAY'S SIGN COMPANY, INC.
d/b/a JAY'S SIGN SERVICES

and

JAY JOLLEY, An Individual

and

Case 25-CA-28650

LOCAL UNION NO. 481, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO

AMENDED COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued its Order¹ on October 15, 2003, directing Signman, Inc., its officers, agents, successors, and assigns, herein individually called Respondent Signman, to take certain affirmative action, including that of making Donald B. Lupfer whole for any loss of earnings and other benefits he may have suffered as a result of Respondent Signman's unfair labor practices in violation of Section 8(a)(1) and (3) of the National Labor Relations Act, herein called the Act.

On April 8, 2004, the United States Court of Appeals for the Seventh Circuit in Case No. 04-1301, entered its judgment enforcing the Board's Order.

A controversy having arisen over the amount of backpay due under the terms of the Board's Order; whether Jay's Sign Company, Inc., d/b/a Jay's Sign Services, herein individually called Respondent Jay's Sign, is a successor of Respondent Signman and is jointly or severally liable with Respondent Signman to pay the backpay due under the Board's Order, as enforced; and whether Jay Jolley, an individual, herein individually called Respondent Jolley, is jointly or severally liable with Respondent Jay's Sign to pay the backpay due under the Board's Order, as

¹ Unpublished.

enforced, the Regional Director of the Board for Region 25, pursuant to the authority duly conferred upon him by the Board, hereby issues this Amended Compliance Specification and Notice of Hearing and alleges as follows:

Alter Ego, Disguised Continuance

1. The Board found that at all material times Respondent Signman, a corporation, with an office and place of business in Indianapolis, Indiana, was engaged in the business of sign installation, service, and repair.

2. At all material times since October 1, 2003, Respondent Jay's Sign, a corporation, with an office and place of business in Indianapolis, Indiana, has been engaged in the business of sign installation, service, and repair.

3. On October 1, 2003, Respondent Jay's Sign was established by Respondent Signman as a disguised continuation of Respondent Signman.

4. Based on the conduct described above in paragraph 3, Respondent Signman and Respondent Jay's Sign are, and have been at all material times, alter egos and a single employer within the meaning of the Act.

Golden State Successor

5. About January 1, 2004, Respondent Jay's Sign purchased the business of Respondent Signman and since then has continued to operate the business of Respondent Signman in basically unchanged form.

6. Before engaging in the conduct described above in paragraph 5, Respondent Jay's Sign was put on notice of Respondent Signman's potential liability in Board Case 25-CA-28650 by Respondent Jolley, an admitted Section 2(11) supervisor and Section 2(13) agent of Respondent Signman and president and owner of Respondent Jay's Sign, and his knowledge of the unfair labor practice proceedings herein.

7. Based on the conduct and operations described above in paragraphs 5 and 6, Respondent Jay's Sign has continued the employing entity with notice of Respondent Signman's potential liability to remedy its unfair labor practices, and is a successor to Respondent Signman.

8. On December 18, 2006, the Board and Respondent Jay's Sign filed an Agreed Entry on Claim in the U.S. Bankruptcy Court, Southern District of Indiana, Case Number 06-1113-AJM-11, whereby Respondent Jay's Sign agreed that: (1) Respondent Jay's Sign was an alter ego of, and a successor to, Respondent Signman, within the meaning of Golden State Bottling Co. v. NLRB, 414 U.S. 168 (1973), and (2) Respondent Jay's Sign was liable to remedy the unfair labor practices adjudicated against Respondent Signman. On January 24, 2007, the Bankruptcy Court entered its Order approving the Agreed Entry.

Personal Liability

9. At all material times Respondent Jolley has been the president and owner of Respondent Jay's Sign and has been a supervisor of Respondent Jay's Sign within the meaning of Section 2(11) of the Act and an agent of Respondent Jay's Sign within the meaning of Section 2(13) of the Act.

10. At all material times Respondent Jolley, as president and owner of Respondent Jay's Sign, has controlled the day-to-day management, labor relations policies, business operations, and financial resources of Respondent Jay's Sign.

11. At all material times Respondent Jolley used his personal assets in the operation of Respondent Jay's Sign.

12. Since the commencement of operations of Respondent Jay's Sign, and continuing to date, Respondent Jolley has diverted the assets of Respondent Jay's Sign in an effort to render Respondent Jay's Sign insolvent and make it incapable of fulfilling its obligations.

13. Based on the conduct described above in paragraphs 9 through 12, Respondent Jolley, individually, acted as an alter ego of Respondent Jay's Sign and thereby is personally liable, jointly and severally, with Respondent Jay's Sign and Respondent Signman, for remedying the unfair labor practices of Respondent Signman.

Gross Backpay

14. The Board found that Respondent Signman violated Section 8(a)(1) and (3) of the Act by, on April 4, 2003, discharging Donald B. Lupfer.

15. The backpay period for Donald B. Lupfer extends from April 5, 2003, until October 2, 2003, two weeks following receipt by Lupfer of Respondent Signman's offer of reinstatement.

16. The gross backpay due the discriminatee, Donald B. Lupfer, is the amount of earnings he would have received but for the discrimination against him.

17. An appropriate measure of the gross backpay for Lupfer consists of the average weekly regular (straight-time) and overtime (time and a half) hours worked by him prior to his discharge multiplied by the wage rates he would have received for each calendar quarter of the backpay period.

18. The gross backpay computation for Lupfer is set forth in Appendix A. Gross backpay is summarized by calendar quarter in Appendix D.

Interim Earnings and Expenses

19. Calendar quarter net interim earnings totals are the difference between calendar quarter interim earnings and calendar quarter interim expenses.

20. Calendar quarter net backpay is the difference between calendar quarter gross backpay and calendar quarter net interim earnings.

21. The total net backpay due the discriminatee is the sum of the calendar quarter amounts of net backpay and interim expenses due him.

22. Donald B. Lupfer had no interim employment or earnings and incurred no interim expenses during the backpay period.²

Medical Insurance

23. The employees of Respondent Signman described in Article 1, Section 1:01 of the collective bargaining agreement described below in paragraph 24, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

24. Since at least 1996, and at all times material herein, Local Union No. 481, International Brotherhood of Electrical Workers, AFL-CIO, herein called the Union, has been the designated exclusive collective-bargaining representative of the Unit and has been recognized as such representative by Respondent Signman. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective by its terms from May 1, 2001, through April 30, 2003. Pursuant to its terms, said collective bargaining agreement has since been deemed by the Board of Arbitration for the Electric Sign Industry to be extended through April 30, 2005, with a modification as relevant here noted in Appendix B.

25. At all times since at least 1996, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

26. During the backpay period, Respondent Signman was obligated pursuant to the terms of the collective bargaining agreement identified in paragraph 24 to contribute to the Union's Electrical Workers Benefit Trust Fund to provide medical insurance for its employees.

27. During the backpay period, Lupfer had to utilize his "banked hours" to maintain medical insurance coverage under the Electrical Workers Benefit Trust Fund, and he is therefore entitled to reimbursement equivalent to the amount that Respondent Signman was obligated to pay the Electrical Workers Benefit Trust Fund during the backpay period.

² Vacation pay was considered as an offset to interim earnings, but is not included in the calculation since there were no interim earnings to offset.

28. The amount of the medical insurance contributions due to Lupfer are as set out in Appendix B.

Fringe Benefit Fund Contributions

29. During the backpay period, Respondent Signman was obligated pursuant to the terms of the collective bargaining agreement identified in paragraph 24 to contribute to the Union's Electrical Workers Pension Fund, National Electrical Benefit Fund, and Money Purchase Pension Trust Fund to provide pension and other benefits for its employees.

30. The amount of the contributions due to each fund are as set out in Appendix C.

Summary

31. Summarizing the facts and calculations specified above, Respondent Signman, Respondent Jay's Sign, and Respondent Jolley, herein collectively called Respondents, are jointly and severally liable for the backpay due Donald B. Lupfer and contributions due to the fringe benefit funds as described above. The obligation of the Respondents to make whole Donald B. Lupfer and the fringe benefit funds under the Board Order and court judgment will be discharged by payment to each of them in the amount set opposite each name, plus interest accrued to the date of payment pursuant to such Order and judgment, minus the tax withholding required by Federal and state laws (see Appendix D):

Donald B. Lupfer	\$ 31,769
Electrical Workers Pension Fund	\$ 1,089
National Electric Benefit Fund	\$ 817
Money Purchase Trust Fund	\$ 1,362
Total	\$ 35,037

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 amended compliance specification. The answer must be received by this office on or before June 19, 2009, or postmarked on or before June 18, 2009. Unless filed electronically in a .pdf format, Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and

then follow the directions. 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 such answer be signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer is being filed electronically is a .pdf document containing the required signature, no paper copies of the answer needs to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification 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 be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the amended compliance specification 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, a copy of which is attached. 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 the Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended compliance specification are true. If the answer fails to deny allegations of the amended compliance specification 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 amended compliance specification are true and preclude Respondent from introducing any evidence controverting those allegations.

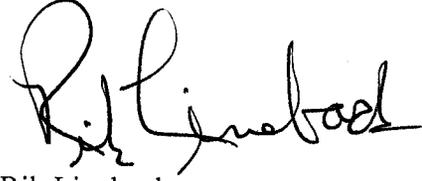
Form NLRB-4668, Statement of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases, is attached.

Notice of Hearing

PLEASE TAKE NOTICE that on a date and at a time to be determined by subsequent order, a hearing will be conducted at the Regional Office Hearing Room, National Labor Relations Board, Region Twenty-five, Room 238, Minton-Capehart Federal Building, 575 North Pennsylvania Street, Indianapolis, Indiana, before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Amended

Compliance Specification, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

SIGNED at Indianapolis, Indiana, this 29th day of May, 2009.

A handwritten signature in black ink, appearing to read "Rik Lineback". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Rik Lineback
Regional Director
National Labor Relations Board,
Region Twenty-five
Room 238, Minton-Capehart Building
575 North Pennsylvania Street
Indianapolis, Indiana 46204-1577

Attachments
RL/daj

H:\Compliance Specifications\CBPS.25-CA-28650.Signman Amended 1.doc

Appendix A

Gross Backpay Donald B. Lupfer

<u>Year/Quarter</u>	<u>Category</u>	<u>Rate</u>	<u>Hrs./week</u>	<u>Weeks</u>	<u>Total</u>
2003/Q2	straight	\$22.53	39.54	12.2	\$10,868
	overtime	\$33.80	5.12	12.2	\$2,111
				Total =	\$12,979
2003/Q3	straight	\$22.53	39.54	13	\$11,581
	overtime	\$33.80	5.12	13	\$2,250
				Total =	\$13,831
2003/Q4	straight	\$22.53	39.54	0.4	\$356
	overtime	\$33.80	5.12	0.4	\$69
				Total =	\$426
TOTAL GROSS BACKPAY =					\$27,236

Appendix B

Health Insurance
Donald B. Lupfer

<u>Year/Quarter</u>	<u>Hrs./week</u>	<u>Weeks</u>	<u>Rate</u>	<u>Total</u>
2003/Q2 (bef. 5/1)	44.66	3.6	\$3.75	\$603
2003/Q2 (aft. 5/1)	44.66	8.6	\$4.00	\$1,536
			Total =	\$2,139
2003/Q3	44.66	13	\$4.00	\$2,322
2003/Q4	44.66	0.4	\$4.00	\$71
			TOTAL HEALTH INSURANCE =	\$4,533

* Note: The health insurance rate was \$3.75 per hour. Effective May 1, 2003, the rate was raised to \$4.00 per hour (based on a decision issued by the Board of Arbitration for the Electrical Sign Industry)

Appendix C

Fringe Benefit Fund Contributions

Electrical Workers Pension Fund "EWPf" (4%)

<u>Year/Quarter</u>	<u>Wages</u>	<u>Rate</u>	<u>Total</u>
2003/Q2	\$12,979	4%	\$519
2003/Q3	\$13,831	4%	\$553
2003/Q4	\$426	4%	\$17
		Total =	\$1,089

National Electrical Benefit Fund "NEBF" (3%)

<u>Year/Quarter</u>	<u>Wages</u>	<u>Rate</u>	<u>Total</u>
2003/Q2	\$12,979	3%	\$389
2003/Q3	\$13,831	3%	\$415
2003/Q4	\$426	3%	\$13
		Total =	\$817

Money Purchase Pension Trust Fund "MPPTF" (5%)

<u>Year/Quarter</u>	<u>Wages</u>	<u>Rate</u>	<u>Total</u>
2003/Q2	\$12,979	5%	\$649
2003/Q3	\$13,831	5%	\$692
2003/Q4	\$426	5%	\$21
		Total =	\$1,362

TOTAL BENEFIT FUND CONTRIBUTIONS = \$3,268

Appendix D

Summary
Donald B. Lupfer

Gross Backpay

2003/Q2	\$12,979
2003/Q3	\$13,831
2003/Q4	\$426

Total = \$27,236

Health Insurance

2003/Q2	\$2,139
2003/Q3	\$2,322
2003/Q4	\$71

Total = \$4,533

Backpay + Health Insurance = \$31,769

EWPF

2003/Q2	\$519
2003/Q3	\$553
2003/Q4	\$17

Total = \$1,089

NEBF

2003/Q2	\$389
2003/Q3	\$415
2003/Q4	\$13

Total = \$817

MPPTF

2003/Q2	\$649
2003/Q3	\$692
2003/Q4	\$21

Total = \$1,362

TOTAL BACKPAY + FRINGES DUE = \$35,037

NATIONAL LABOR RELATIONS BOARD
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**SIGNMAN, INC, AND ITS ALTER EGO JAY'S SIGN
COMPANY, INC., D/B/A JAY'S SIGN SERVICES**

Case: 25-CA-28650

DATE OF MAILING: May 29, 2009

**AFFIDAVIT OF SERVICE OF: AMENDED COMPLIANCE SPECIFICATION AND NOTICE OF
HEARING**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by certified mail and/or by United States mail upon the following person(s), addressed to them at the following addresses:

SERVED BY CERTIFIED MAIL

7003 0500 0004 7531 7093 Certified RRR

Mr. Ronald C. Smith, Esquire
Stewart & Irwin
251 E. Ohio Street, Suite 1100
Indianapolis, IN 46204

7003 0500 0004 7531 7086 Certified RRR

Jay's Sign Company, Inc.
5449 Powder River Court
Indianapolis, IN 46221

7003 0500 0004 7531 7079 Certified RRR

Mr. Jay Jolley
5449 Powder River Court
Indianapolis, IN 46221

7003 0500 0004 7531 7062 Certified NO RRR

Mr. Neil Gath, Esquire
Fillenwarth, Dennerline, Groth & Towe
429 East Vermont Street, Suite 200
Indianapolis, IN 46202

SERVED BY REGULAR MAIL

Mr. Jim Webb, Business Representative
IBEW
1828 N. Meridian Street
Indianapolis, IN 46202

Mr. Edwin D. Hill, International President
IBEW
900 Seventh Street, NW
Washington, DC 2001

Mr. Joseph F. Lohman, International Vice President
IBEW, 6th District, AFL-CIO
8174 Cass Avenue
Darien, IL 60561



Subscribed and sworn before me

this 29th day of May, 2008.

DESIGNATED AGENT

Francene Sargent
NATIONAL LABOR RELATIONS BOARD

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 25
575 NORTH PENNSYLVANIA STREET - ROOM 238
INDIANAPOLIS, IN 46204-1577
An Equal Opportunity Employer

OFFICIAL BUSINESS
Penalty for Private use, \$300

REGISTERED MAIL™



7073 0500 0004 7531 7061

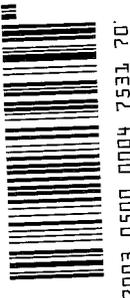


Jay's Sign Company, Inc.
5449 Powder River Court
Indianapolis, IN 46221

JAYS449 462213070 1109 07 06/03/09
RETURN TO SENDER
: JAYS SIGN SERVICE COMPANY INC
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER



UNITED STATES
NATIONAL LAB
REGION 25
575 NORTH PENNSYLVANIA STREET - ROOM 238
INDIANAPOLIS, IN 46204-1577
An Equal Opportunity Employer



Mr. J.A. Jolley
5449 Powder River Court
Indianapolis, IN 46221

JOLLY449 462213070 1109 07 06/03/09
JOLLEY RETURN TO SENDER
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SIGNMAN, INC., and its alter ego
JAY'S SIGN COMPANY, INC.,
d/b/a JAY'S SIGN SERVICES
and
JAY'S SIGN COMPANY, INC.
d/b/a JAY'S SIGN SERVICES
and
JAY JOLLEY, An Individual
and
LOCAL UNION No. 481, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO

Case 25-CA-28650



DATE OF MAILING

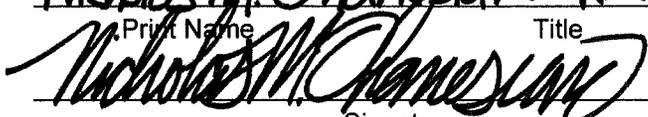
6/2/2009

AFFIDAVIT OF SERVICE OF AMENDED COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

I, the undersigned employee of the National Labor Relations Board, certify that on the date indicated above I served the above-entitled document(s) by ~~post-paid~~ **Regular** mail upon the following persons, addressed to them at the following addresses: ^{LEAVING THE SAID DOCUMENT}

- ① DAVE'S PEST CONTROL
3641 S RIDGEWOOD AVE
PORT ORANGE, FL 32129
- ② 535 N YONGE ST
ORMOND BEACH, FL 32174
- ③ 402 SAULS ST
ORMOND BEACH, FL 32174

6/2/09
Date

Nicholas M. Ohanesian Resident Officer
Print Name Title

Signature



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 25
575 North Pennsylvania Street - Room 238
Indianapolis, IN 46204-1577

phone: (317) 226-7386
fax: (317) 226-5103
derek.johnson@nlrb.gov

June 26, 2009

Jay Jolley
5449 Powder River Court
Indianapolis, IN 46221

Jay's Sign Company, Inc.
5449 Powder River Court
Indianapolis, IN 46221

Re: Signman et al.
Case 25-CA-28650

Dear Mr. Jolley:

This letter is to inform you that this office has not yet received an answer to the Amended Compliance Specification and Notice of Hearing issued on May 29, 2009, in the above-referenced case. Under Section 102.56 of the Rules and Regulations of the National Labor Relations Board (the "Board"), a failure to file an answer can result in the Board finding all of the allegations in the compliance specification to be true. Therefore, if you intend to file an answer, please be advised that we must have your answer no later than the close of business on **July 10, 2009**. If we do not receive an answer by this date, the Region will have no alternative but to file a Motion for Default Judgment with the Board asking that the Board deem all allegations in the compliance specification to be admitted.

For your convenience, I have enclosed a copy of Section 102.56 of the Board's Rules and Regulations. As stated in Section 102.56, your answer to the compliance specification should consist of specifically admitting or denying each paragraph of the specification, unless you are truly without knowledge of the facts alleged in the paragraph, in which case you should so state. Further, if you are denying allegations, such as those concerning the computation of backpay, you must specifically plead in detail the basis of your disagreement and furnish appropriate supporting figures.

Exhibit S

If you have any questions, please do not hesitate to contact me at (317) 226-7386.

Sincerely,

A handwritten signature in black ink, appearing to read 'Derek A. Johnson', with a long horizontal flourish extending to the right.

Derek A. Johnson
Field Attorney

cc:

Ronald C. Smith
Stewart & Irwin
251 East Ohio Street, Suite 1100
Indianapolis, IN 46204

Jay Jolley
535 North Yonge Street
Ormond Beach, FL

Jay Jolley
402 Sauls St.
Ormond Beach, FL

Jay Jolley
c/o Dave's Pest Control
3641 S. Ridgewood Ave.
Port Orange, FL

Rules & Regulations National Labor Relations Board

Compliance Proceedings

Sec. 102.56 Answer to compliance specification.

(a) *Filing and service of answer; form.*—Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.*—The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specification.*—If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.*—Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.*—Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

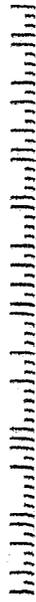
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REGION 25
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