

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

WALLDESIGN, INC.

and

**Cases 28-CA-071847
28-CA-078200**

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159, affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO**

**MOTION TO TRANSFER AND CONTINUE MATTERS
BEFORE THE BOARD AND FOR SUMMARY JUDGMENT**

Acting General Counsel, by the undersigned Counsel for the Acting General Counsel (General Counsel), files with the National Labor Relations Board (the Board), pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations, Series 8, as amended (Board Rules), this Motion to Transfer and Continue Matters Before the Board and For Summary Judgment (the Motion). In its November 1, 2012 Answer to the Consolidated Complaint in Cases 28-CA-071847 and 28-CA-078200 (the Complaint), counsel for Walldesign, Inc. (Respondent) admitted the Complaint paragraphs 1 through 8, which allege that Respondent failed and refused to bargain with International Union of Painters and Allied Trades District Council 15, Local 159 affiliated with International Union of Painters and Allied Trades of the United States and Canada (IUPAT) AFL-CIO

(the Union) in violation of Section 8(a)(5) and (1) of the National Labor Relations Act. In support of the Motion, General Counsel states:

1. The Union filed the charge in Case 28-CA-071847 on January 4, 2012, and a copy was served by regular mail on Respondent on January 5, 2012. A copy of this charge is attached as Exhibit 1(a) and the Affidavit of Service of this charge is attached as Exhibit 1(b).

2. A Complaint and Notice of Hearing issued in Case 28-CA-071847 on March 30, 2012. A copy of this complaint is attached as Exhibit 2(a) and the Affidavit of Service of this complaint is attached as Exhibit 2(b).

3. Respondent filed an Answer to the complaint on April 20, 2012. A copy of this answer is attached as Exhibit 3.

4. On April 3, 2012, the Union filed the charge in Case 28-CA-078200 on April 3, 2012, and a copy of this charge was served by regular mail on Respondent on April 5, 2012. A copy of this charge is attached as Exhibit 4(a) and the Affidavit of Service of this charge is attached as Exhibit 4(b).

5. On May 24, 2012, an Order issued in Case 28-CA-071847, rescheduling the hearing on the complaint in that case from June 5, 2012, to August 7, 2012. A copy of this order is attached as Exhibit 5(a) and the Affidavit of Service of this order is attached as Exhibit 5(b).

6. On May 31, 2012, the Union filed the first amended charge in Case 28-CA-078200, and a copy of this first amended charge was served by regular mail on

Respondent on the same date. A copy of this first amended charge is attached as Exhibit 6(a) and the Affidavit of Service of this charge is attached as Exhibit 6(b).

7. An Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in Cases 28-CA-071847 and 28-CA-078200 on May 31, 2012. A copy of the Complaint is attached as Exhibit 7(a) and the Affidavit of Service of the Complaint is attached as Exhibit 7(b).

8. Respondent filed an Answer to the Complaint on June 14, 2012. A copy of this answer is attached as Exhibit 8.

9. On July 31, 2012, Respondent filed a motion to postpone the scheduled August 7, 2012 hearing in Cases 28-CA-071847 and 28-CA-078200, based on settlement discussions by Respondent and the Union. A copy of this motion is attached as Exhibit 9.

10. On August 1, 2012, an Order issued in Cases 28-CA-071847 and 28-CA-078200, rescheduling the hearing on the Complaint from August 7, 2012 to September 18, 2012. A copy of this order is attached as Exhibit 10(a) and the Affidavit of Service of this order is attached as Exhibit 10(b).

11. On September 12, 2012, an Order issued in Cases 28-CA-071847 and 28-CA-078200, rescheduling the hearing on the Complaint from September 18, 2012, to November 6, 2012, to permit Respondent and the Union to engage in continued settlement discussions. A copy of this order is attached as Exhibit 11(a) and the Affidavit of Service of this order is attached as Exhibit 11(b).

12. On November 1, 2012, Respondent filed an answer to the Complaint, withdrawing its answer previously filed on June 14, 2012 (Exhibit 8), and admitting all numbered paragraphs of the consolidated complaint in Cases 28-CA-071847 and 28-CA-078200. A copy of this answer is attached as Exhibit 12.

13. On November 2, 2012, an Order issued in Cases 28-CA-071847 and 28-CA-078200, postponing indefinitely the scheduled November 6, 2012 hearing pending the filing of the Motion and the Board's consideration of it. A copy of this order is attached as Exhibit 13.

Respondent's most recent answer to the Complaint raises no material issue of fact warranting an unfair labor practice hearing, and General Counsel is entitled to judgment as a matter of law based upon Respondent's admitted failure and refusal to continue all terms and conditions of its Agreement and Master Agreement with the Union, its admitted failure and refusal to provide the Union with requested information which was necessary and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit, and its entering into a contract with Imperial Building Group to perform work covered by the Agreement and the Master Agreement with the Union without the Union's consent.

In accordance with Sections 102.20, 102.24, and 102.50 of the Board's Rules, General Counsel respectfully prays that the Board transfer and continue this matter before it; that the Motion be ruled on immediately so that in the event the Motion is granted, the necessity for, and the expense of, a hearing will be obviated; that all of the allegations of the Complaint be deemed to be admitted to be true and so found; and that without a hearing, the

Board issue an appropriate Decision and Order containing findings of fact, conclusions of law, and a remedial order in accordance with the allegations contained in the Complaint.

Dated at Las Vegas, Nevada, this 7th day of November 2012.

Respectfully submitted,

/s/ Larry A. Smith

Larry A. Smith
Counsel for the Acting General Counsel
National Labor Relations Board
Region 28 – Las Vegas Resident Office
600 Las Vegas Boulevard South
Suite 400
Las Vegas, NV 89101-6637
Telephone: (702) 388-6012
Facsimile: (702) 388-6248
E-Mail: larry.smith@nlrb.gov

Attachments

CERTIFICATE OF SERVICE

I hereby certify that the **MOTION TO TRANSFER AND CONTINUE MATTERS BEFORE THE BOARD AND FOR SUMMARY JUDGMENT** in Cases 28-CA-071847 and 28-CA-078200 was served via E-Gov, E-Filing, and electronic mail, on this 7th day of November 2012, on the following:

Via E-Gov, E-Filing:

Lester A. Heltzer, Executive Secretary
National Labor Relations Board
Office of the Executive Secretary
1099 14th Street NW
Room 11602
Washington, DC 20570

Via Electronic Mail:

Noel Eidsmore, Attorney at Law
Littler Mendelson, PC
3960 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169
E-Mail: neidsmore@littler.com

David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway
Suite 200
Alameda, CA 94501-6430
E-Mail: drosenfeld@unioncounsel.net

/s/ Dawn M. Moore.

Dawn M. Moore, Election Assistant
National Labor Relations Board
Region 28 - Las Vegas Resident Office
600 Las Vegas Boulevard South, Suite 400
Las Vegas, Nevada 89101-6637
Telephone: (702) 388-6417
E-Mail: dawn.moore@nlrb.gov

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 28-CA-071847	Date Filed January 4, 2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Walldesign, Inc.		b. Tel. No. (949) 251-9969
		c. Cell No.
		f. Fax No. (951) 251-9960
d. Address (Street, city, state, and ZIP code) 2350 SE Bristol Street Newport Beach, CA 92860	e. Employer Representative Michael Bello	g. e-Mail
		h. Number of workers employed 50+
Type of Establishment (factory, mine, wholesaler, etc.) Construction Company	i. Identify principal product or service Construction	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) In the last six months, the above named Employer repudiated the collective bargaining agreement. The Employer refused to bargain in good faith with the Charging Party and the Employer has refused to provide information to the Charging Party which is necessary to allow it to administer and enforce the agreement.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Union of Painters and Allied Trades District Council 15, Local Union 159		
4a. Address (Street and number, city, state, and ZIP code) 1701 Whitney Mesa Drive, Suite 105. Henderson, NV 89014		4b. Tel. No. (702) 839-0594
		4c. Cell No.
		4d. Fax No. (702) 452-3062
		4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Union of Painters and Allied Trades, AFL-CIO		
6 DECLARATION		Tel. No. (510) 337-1011
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.
By: <u>[Signature]</u> <small>(signature of representative or person making charge)</small>	David A. Rosenfeld, Attorney <small>(Print Name and title or office, if any)</small>	Fax No. (510) 337-102
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 300 Alameda, CA 94501	1/4/12 <small>(date)</small>	e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

1/650378

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline

G. C. Exh:
No. <u>1(a)</u>

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

WALLDESIGN, INC.

and

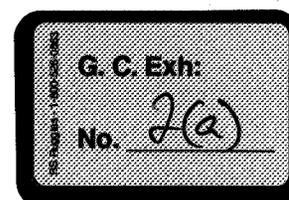
Case 28-CA-071847

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159 affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing, which is based on a charge filed by International Union of Painters and Allied Trades District Council 15, Local 159, whose correct name is International Union of Painters and Allied Trades District Council 15, Local 159 affiliated with International Union of Painters and Allied Trades of the United States and Canada (IUPAT) AFL-CIO (the Union), is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, and alleges that Walldesign, Inc. (Respondent) has violated the Act by engaging in the following unfair labor practices:

1. The charge in this proceeding was filed by the Union on January 4, 2012, and a copy was served by regular mail on Respondent on January 5, 2012.
2. (a) At all material times Respondent has been a corporation with an office and place of business in Las Vegas, Nevada, and has been engaged as a drywall contractor in the construction industry doing commercial construction.



(b) In conducting its operations during the 12-month period ending January 4, 2012, Respondent performed services valued in excess of \$50,000 in States other than the State of Nevada.

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

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

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

Michael Bello	- Chief Executive Officer
Steve Huntington	- President
David Grogg	- Vice President of Operations

(b) At all material times Respondent's attorney has been an agent of Respondent within the meaning of Section 2(13) of the Act:

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

All full-time and regular part-time Light Commercial Journeymen, Residential/Multi Family Construction Journeymen, Apprentices, and Light Commercial and Residential Helpers/Pre-Apprentices employed by Respondent and performing work in Clark County, Nevada, as described by the Memorandum of Understanding between Respondent and the Union dated December 10, 2009 (the Agreement), EXCLUDING office clerical employees, professional employees, guards and supervisors as defined by the Act.

(b) About December 10, 2009, Respondent, an employer engaged in the construction industry, entered into the Agreement whereby it agreed to be bound by the Agreement and certain terms of Painters & Decorators Master Agreement (the Master Agreement) between the Union and the Painting and Decorating Contractors of America, Southern Nevada Chapter, effective from December 10, 2009, through June 30, 2012.

(c) By entering into the Agreement, Respondent recognized the Union as the exclusive collective-bargaining representative of the Unit without regard to whether the Union's majority had been established under Section 9(a) of the Act.

(d) From about December 10, 2009, to June 30, 2012, based on Section 9(a) of the Act, the Union has been the limited exclusive collective-bargaining representative of the Unit.

6. (a) Since about July 4, 2011, Respondent has refused to continue in effect all the terms and conditions of the Agreement and the Master Agreement by failing to follow the wage, benefit, hiring hall, and other terms of the Agreement and the Master Agreement with respect to projects covered by the Agreement and the Master Agreement, including the Pacific Pines project and College Villas project.

(b) The terms and conditions of employment described above in paragraph 6(a) are mandatory subjects for the purposes of collective-bargaining.

(c) Respondent engaged in the conduct described above in paragraph 6(a) without the Union's consent.

(d) Since about November 8, 2011, the Union has requested in writing that Respondent furnish the Union with the following information:

From December 2009 to current date, no later than the close of business day of Friday, November 23, 2011:

1. A complete list of all projects in area jurisdiction.
2. A complete list of employees who are currently employed or have been employed within the last calendar year, the date of hire for each employee, date of termination (if applicable), classification of each employee and the rate of wages being paid to each employee.

(e) The information requested by the Union, as described above in paragraph 6(d) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(f) Since about November 8, 2011, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6(d).

(g) Since about December 22, 2011, the Union has requested in writing that Respondent furnish the Union with the following information:

1. Please provide a list of all jobs which your company has performed in Nevada for the period December 10, 2009 to present. The list should include the name of the job, the location, the period during which the job was performed and the names of the employees who performed bargaining unit work who worked on that job. This should include all jobs which were in progress as of that date of December 10, 2009, as well as all jobs which commenced after that date. The list should be current and up to date.
2. Please provide a list of all employees who worked doing bargaining unit work for the period December 10, 2009 to present. For each employee give the employees name, address, rates of pay, classifications and dates of hire or termination including any reason why they were terminated.

3. Please provide a copy of all company benefit plans applicable to the employees in the bargaining unit.

(h) The information requested by the Union, as described above in paragraph 6(g) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(i) Since about December 22, 2011, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6(g).

(j) Since about January 12, 2012, the Union has requested in writing that Respondent furnish the Union with the information contained in the attached letter which is marked Exhibit A.

(k) The information requested by the Union, as described above in paragraph 6(j) and Exhibit A, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(l) Since about January 12, 2011, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6(j) and Exhibit A.

7. By the conduct described above in paragraph 6, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

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

As part of the remedy for the unfair labor practices alleged above in paragraphs 6(a) through 6(c), the Acting General Counsel seeks an order requiring reimbursement by the Respondent of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination and that the Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to this complaint. The answer must be **received by this office on or before April 13, 2012, or postmarked on or before April 12, 2012.** Unless filed electronically in a pdf format, the Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours

after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on June 5, 2012, at 9:00 a.m. (local time), at the Hearing Room, National Labor Relations Board, 600 Las Vegas Boulevard South, Suite 400, Las Vegas, Nevada, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board.

At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 30th day of March 2012.


Cornele A. Overstreet, Regional Director

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Case: 28-CA-071847

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; *and*
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Walldesign, Inc.
2350 SE Bristol Street
Newport Beach, CA 92660-0747

Garrick A. Hollander, Attorney At Law
Winthrop & Couchot PC
660 Newport Center Drive, Fl 4
Newport Beach, CA 92660-6401

International Union of Painters and
Allied Trades District Council 15, Local 159
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and Allied Trades of the United States
and Canada (IUPAT) AFL-CIO
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MATTHEW J. GAUGER
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NEED CORRECT LETTERHEAD

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JACOB J. WHITE
SHARON A. SEIDENSTEIN
LESLIE V. FREEMAN *****
EZEKIEL D. CORDER *****
YURI Y. GOTTESMAN

PATRICIA M. GATES, Of Counsel
ROBERTA D. PERKINS, Of Counsel
RICHARD T. CRURY, Of Counsel
NINA FENDEL, Of Counsel

* Also admitted in Arizona
** Admitted in Hawaii
*** Also admitted in Nevada
**** Also admitted in Illinois
***** Also admitted in Missouri
***** Also admitted in New York

January 12, 2012

Marc J. Winthrop
Winthrop Couchot
660 Newport Center Drive, Suite 400
Newport Beach, CA 92660

Re: Alter Ego and/or Successor Relationship between Walldesign, Inc. and Imperial Building Group

Dear Mr. Winthrop:

Our office represents Painters District Council No 15 as you aware from our appearance in the bankruptcy court. Walldesign (referred to as "Walldesign") has executed and is bound by an agreement with the Union. The Union has obtained substantial evidence that Imperial Building Group ("Imperial") is a successor and/or alter ego to Walldesign. Indeed Mr. Bello's declaration filed in the bankruptcy court states as much. For purposes of investigating the Union's position and in order to administer the collective bargaining agreement, please provide the following information below. For purposes of this request, Imperial is to be considered the non-union company, although we believe that it is in fact a union company and is bound to the current agreement.

Further I sent your client a previous information request which is enclosed. He responded by sending it back to me by fax attaching a copy of the bankruptcy petition. Apparently he thinks that the filing of the bankruptcy avoids his obligations under the National Labor Relations Act. That is not correct and I am asking that your client provide this information immediately.

This request is for purposes of administering the agreement.

The information sought is for the period of January 1, 2011 to present.

We would like this information within 10 days for both Walldesign and Imperial.

1. Copies of any and all documents relating to any loans or extensions of credit to and from both WALLDESIGN and IMPERIAL.
2. Copies of all contracts and bids for contracts, with owners for the construction, alteration, or repair of any structure.
3. Copies of all contracts and bids for contracts, with subcontractors for the construction, alteration, or repair of any structure.

Exhibit A

LOS ANGELES OFFICE
3435 Wilshire Boulevard, Suite 620
Los Angeles, CA 90010-1907
TEL 213.380.2344 FAX 213.381.1088

SACRAMENTO OFFICE
428 J Street, Suite 620
Sacramento, CA 95814-2341
TEL 916.443.6600 FAX 916.442.0244

HONOLULU OFFICE
1089 Alakea Street, Suite 1602
Honolulu, HI 96813-4500
TEL 808.528.8880 FAX 808.528.8881

January 12, 2012

Marc J Winthrop

Page 2

4. Copies of any and all licenses or certificates required by federal, state, county, or municipal law.
5. Certificates of registration or ownership of any motor vehicle or equipment.
6. Copies of any and all bills of sale of any motor vehicles or equipment.
7. Copies of any and all leases for rental of any business premises and/or equipment.
8. Copies of any and all contracts of insurance.
9. Copies of any and all applications of insurance.
10. Copies of any and all premium statements for insurance.
11. Copies of any and, all building permits.
12. Copies of any and all licenses or leases for citizen band, VHR, any other radio or telephone equipment.
13. Copies of all invoices for purchases of materials, supplies and equipment rentals for all jobs worked in the past year.
14. Copies of all invoices to customers and clients for all jobs worked in the past year.
15. Copies of all purchase orders for the past year.
16. Copies of all telephone bills, electric bills, and any other utility bills for the past year.
17. Copies of all logs of foremen and supervisors.
18. Copies of all diaries and appointment books for all of the corporate officers.
19. Copies of all employee time cards or time sheets.
20. Copies of all job record cards.
21. Cash disbursement journals.
22. Accounts payable journals.
23. General Ledgers.
24. Cash receipts journals.
25. Employer's quarterly tax return, IRS Form #941.
26. State unemployment compensation forms showing contributions made.

27. Copies of all financial statements.
28. Copies of all corporate minute books, stock books, and all other corporate records.
29. Copies of all bank statements and cancelled checks.
30. Copies of all correspondence with any and all insurance companies, banks, lending institutions, and accounting firms.
31. Any and all applications to surety or bonding companies for performance, labor or payment bonds for any construction project.
32. Corporate income tax returns.
33. Depreciation schedules.
34. Documentation of all loans to outside creditors.
35. Copies of all paid bills.
36. Accounts receivable journals.
37. Sales journals.
38. Purchase journals.
39. Summary payroll journals.
40. Personal income tax returns of all corporate officers.
41. Any organizational chart for IMPERIAL, and WALLDESIGN, showing management's functions and authority within the company.

For both companies provide the following:

42.
 - A. Describe the type of business in which IMPERIAL engages.
 - B. Describe the type of business in which WALLDESIGN engages.
43.
 - A. Define the geographic area in which IMPERIAL does business.
 - B. Define the geographic area in which WALLDESIGN does business.
44.
 - A. State the business address(es) and identify all office locations of IMPERIAL.
 - B. State the business address(es) and identify all office locations of WALLDESIGN.
45.
 - A. Identify IMPERIAL post office box(es) by number and location.

- B. Identify WALLDESIGN post office box(es) by number and location.
46. A. Identify IMPERIAL business phone number(s), fax number(s) and directory listings(s).
- B. Identify WALLDESIGN business phone number(s), fax number(s) and directory listings(s).
47. A. Identify the banking institution, branch and location, and account number(s) of IMPERIAL bank account(s).
- B. Identify the banking institution, branch and location, and account number(s) of WALLDESIGN bank account(s).
48. A. Identify the banking institution, branch and location, and account number(s) of IMPERIAL payroll account(s) not identified above.
- B. Identify the banking institution, branch and location, and account number(s) of WALLDESIGN payroll account(s) not identified above.
49. A. Identify where and by whom IMPERIAL accounting records are kept. B. Identify where and by whom WALLDESIGN accounting records are kept.
50. A. Identify IMPERIAL principal accountant.
- B. Identify WALLDESIGN principal accountant.
51. A. Identify where and by whom IMPERIAL corporate records are kept.
- B. Identify where and by whom WALLDESIGN corporate records are kept.
52. A. Identify where and by whom IMPERIAL other business records are kept.
- B. Identify where and by whom WALLDESIGN other business records are kept.
53. A. Identify IMPERIAL principal bookkeeper.
- B. Identify WALLDESIGN principal bookkeeper.
54. A. Identify IMPERIAL principal payroll preparer.
- B. Identify WALLDESIGN principal payroll preparer.
55. A. Identify IMPERIAL contractor license number for states in which it engages in business of construction.

- B. Identify WALLDESIGN contractor license number for states in which it engages in business of construction.
- 56.
- A. Identify the carrier and policy number for IMPERIAL workers' compensation insurance.
 - B. Identify the carrier and policy number for WALLDESIGN workers' compensation insurance.
57. Identify the carrier and policy number for IMPERIAL other health insurance program(s).
- 58.
- A. Identify IMPERIAL federal taxpayer identification number.
 - B. Identify IMPERIAL federal taxpayer identification number.
 - C. Identify where and by whom IMPERIAL federal tax returns are kept.
 - D. Identify where and by whom IMPERIAL federal tax returns are kept.
- 59.
- A. Identify IMPERIAL other federal or state taxpayer identification numbers.
 - B. Identify IMPERIAL other federal or state taxpayer identification numbers.
 - C. Identify where and by whom IMPERIAL other federal and state tax returns are kept.
 - D. Identify where and by whom IMPERIAL other federal and state tax returns are kept.
60. Identify amount(s) involved, reason(s) for, and dates of transfer of any funds between IMPERIAL and WALLDESIGN.
- 61.
- A. Identify source(s) and amount(s) of CE lines of credit.
 - B. Identify source(s) and amount(s) of IMPERIAL lines of credit.
- 62.
- A. Identify amount(s) involved and date(s) when IMPERIAL has operated its capital with a guarantee of performance by WALLDESIGN.
 - B. Identify amount(s) involved and date(s) when WALLDESIGN has operated its capital with a guarantee of performance by IMPERIAL.
- 63.
- A. Identify business(es) to whom IMPERIAL rents, leases, or otherwise provides office space.
 - B. Identify business(es) to whom IMPERIAL rents, leases, or otherwise provides office space.

64. Identify the calendar period and terms by which IMPERIAL provides office space to WALLDESIGN, or is provided with office space by WALLDESIGN.
65.
 - A. Identify IMPERIAL buildings and/or office suppliers.
 - B. Identify IMPERIAL buildings and/or office suppliers.
66. Identify by item(s) purchased, date(s) of purchase, and dollar volume of purchase(s) those building and/or office supplies not purchases separately by IMPERIAL and WALLDESIGN.
67.
 - A. Identify business(es) that use IMPERIAL (1) tools or (2) equipment.
 - B. Identify business(es) that use IMPERIAL (1) tools or (2) equipment.
68.
 - A. Identify business(es) to whom IMPERIAL sells, rents, or leases its (1) operating equipment, (2) office equipment, (3) construction equipment, or (4) tools.
 - B. Identify business(es) to whom IMPERIAL sells, rents, or leases its (1) operating equipment, (2) office equipment, (3) construction equipment, or (4) tools.
69.
 - A. Identify business(es) from whom IMPERIAL buys, rents, or leases its equipment.
 - B. Identify business(es) from whom IMPERIAL buys, rents, or leases its equipment.
70.
 - A. Identify those equipment transactions that IMPERIAL arranges by written agreement.
 - B. Identify those equipment transactions that IMPERIAL arranges by written agreement.
71. Regarding equipment transactions between IMPERIAL and WALLDESIGN, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
72. Regarding equipment transactions between IMPERIAL and business(es) separate from WALLDESIGN, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
73. Regarding equipment transactions between WALLDESIGN and business(es) separate from IMPERIAL, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
74. Identify those of the following services that are provided to IMPERIAL by or at WALLDESIGN.
 - A. Administrative

- B. Bookkeeping
- C. Clerical
- D. Detailing
- E. Drafting
- F. Estimating
- G. Managerial
- H. Patternmaking
- I. Sketching
- J. Other

75. Identify those of the following services that are provided to WALLDESIGN by or at IMPERIAL.

- A. Administrative
- B. Bookkeeping
- C. Clerical
- D. Detailing
- E. Drafting
- F. Estimating
- G. Managerial
- H. Patternmaking
- I. Sketching
- J. Other

76. A. Identify where IMPERIAL advertises for customer business.
B. Identify where WALLDESIGN advertises for customer business.

77. A. Identify IMPERIAL customers.
B. Identify WALLDESIGN customers.

78.
 - A. Identify customers IMPERIAL has referred to WALLDESIGN.
 - B. Identify customers WALLDESIGN has referred to IMPERIAL.
79. What customers of IMPERIAL are now or were formerly customers of WALLDESIGN?
80.
 - A. Regarding customers identifies above common to IMPERIAL and WALLDESIGN, state the calendar period, and dollar volume of work performed by IMPERIAL for each customer.
 - B. Regarding customers identifies above common to IMPERIAL and WALLDESIGN, state the calendar period, and dollar volume of work performed by WALLDESIGN for each customer.
81.
 - A. State the average dollar volume of business per job performed by IMPERIAL.
 - B. State the average dollar volume of business per job performed by WALLDESIGN.
82.
 - A. Does IMPERIAL negotiate jobs to obtain work?
 - B. Does WALLDESIGN negotiate jobs to obtain work?
83.
 - A. Does IMPERIAL bid jobs to obtain work?
 - B. Does WALLDESIGN bid jobs to obtain work?
84.
 - A. Identify those persons who bid and/or negotiate IMPERIAL work.
 - B. Identify those persons who bid and/or negotiate WALLDESIGN work.
85.
 - A. State the dollar volume minimum and or maximum (if any) as established by law or regulation, that IMPERIAL may bid on public works projects.
 - B. State the dollar volume minimum and or maximum (if any) as established by law or regulation, that WALLDESIGN may bid on public works projects.
86. Identify by customer, calendar period, and dollar volume any jobs on which IMPERIAL and WALLDESIGN have bid competitively.
87. Identify by customer, calendar period, and dollar volume any work which IMPERIAL has subcontracted to, or received by subcontractor from, WALLDESIGN.
88. Identify subcontract work arranged by written agreement between IMPERIAL and WALLDESIGN.
89.
 - A. State the reason for each subcontract let by IMPERIAL.

- B. State the reason for each subcontract let by WALLDESIGN.
90. Identify by customer, calendar period, and dollar volume any projects on which IMPERIAL succeeded, or been succeeded, by WALLDESIGN.
91. A. Identify work IMPERIAL performs on WALLDESIGN.
B. Identify work WALLDESIGN performs on IMPERIAL.
92. A. Identify where IMPERIAL advertises for employee hires.
B. Identify where WALLDESIGN advertises for employee hires.
93. A. Identify by job title or craft position the average number of employees employed by IMPERIAL per pay period.
B. Identify by job title or craft position the average number of employees employed by WALLDESIGN per pay period.
94. A. Identify the skills that IMPERIAL employees possess.
B. Identify the skills that WALLDESIGN employees possess.
95. A. Identify where IMPERIAL employee report for work.
B. Identify where WALLDESIGN employee report for work.
96. A. Identify by job title or craft position and respective employment those employees of IMPERIAL who are or have been employees at WALLDESIGN.
B. Identify by job title or craft position and respective employment those employees of WALLDESIGN who are or have been employees at IMPERIAL.
97. Identify by job title or craft position and transfer dates those employees otherwise transferred between IMPERIAL and WALLDESIGN.
98. Identify projects of each company on which these employees were working at the time of transfer.
99. A. Identify IMPERIAL (1) supervisors, (2) job superintendents, and (3) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay-off, recall promote, discharge, assign, reward, or discipline other employees or responsible to direct employees, or to adjust their grievances or effectively to recommend such action.
B. Identify WALLDESIGN (1) supervisors, (2) job superintendents, and (3) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay-off,

recall promote, discharge, assign, reward, or discipline other employees or responsible to direct employees, or to adjust their grievances or effectively to recommend such action.

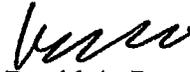
100. Regarding those supervisory persons described above as common to IMPERIAL and WALLDESIGN, identify their period(s) of employment with each company.
101.
 - A. Identify if IMPERIAL personnel were ever authorized to supervise WALLDESIGN employees.
 - B. Identify if WALLDESIGN personnel were ever authorized to supervise IMPERIAL employees.
102.
 - A. Identify by project involved, personnel involved, and date or event, any occasion when IMPERIAL personnel performed a supervisory function for WALLDESIGN.
 - B. Identify by project involved, personnel involved, and date or event, any occasion when WALLDESIGN personnel performed a supervisory function for IMPERIAL.
103.
 - A. Identify IMPERIAL managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.
 - B. Identify WALLDESIGN managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.
104.
 - A. Identify IMPERIAL representatives who have authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such actions.
 - B. Identify WALLDESIGN representatives who have authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such actions.
105.
 - A. Identify IMPERIAL representatives otherwise actively involved with day-to-day management or operations.
 - B. Identify WALLDESIGN representatives otherwise actively involved with day-to-day management or operations.
106.
 - A. Identify by title, and respective dates of employment, personnel of IMPERIAL ever employed by WALLDESIGN.

- B. Identify by title, and respective dates of employment, personnel of WALLDESIGN ever employed by IMPERIAL.
- 107. A. Describe IMPERIAL compensation program including employee wage rates.
B. Describe WALLDESIGN compensation program including employee wage rates.
- 108. A. Describe IMPERIAL fringe benefit program.
B. Describe the WALLDESIGN fringe benefit program.
- 109. A. Describe IMPERIAL labor relations policy.
B. Describe WALLDESIGN labor relations policy.
- 110. A. Identify IMPERIAL representative(s) who establish or otherwise control labor relations policy.
B. Identify WALLDESIGN representative(s) who establish or otherwise control labor relations policy.
- 111. A. Identify IMPERIAL labor relations representative(s).
B. Identify WALLDESIGN labor relations representative(s).
- 112. A. Identify IMPERIAL legal counsel on labor relations matters.
B. Identify WALLDESIGN legal counsel on labor relations matters.
- 113. A. Identify IMPERIAL membership status in the Associated General Contractors.
B. Identify WALLDESIGN membership status in the Associated General Contractors.
- 114. A. Identify IMPERIAL membership status in any other employer association.
B. Identify WALLDESIGN membership status in any other employer association.
- 115. A. Identify IMPERIAL officers.
B. Identify WALLDESIGN officers.
- 116. A. Identify IMPERIAL directors.
B. Identify WALLDESIGN directors.
- 117. A. Identify place(s) and date(s) of IMPERIAL directors meetings.

- B. Identify place(s) and date(s) of WALLDESIGN directors meetings.
- 118. A. Identify IMPERIAL owners and/or stockholders.
- B. Identify WALLDESIGN owners and/or stockholders.
- 119. A. Identify the ownership interest held among IMPERIAL owners and/or stockholders.
- B. Identify the ownership interest held among WALLDESIGN owners and/or stockholders.

Please provide this within 10 days.

Sincerely,



David A. Rosenfeld

DAR/dr/kts
129840/651602

Enclosure

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WALLDESIGN, INC.

and

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159 affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO

Case 28-CA-071847

DATE OF MAILING: March 30, 2012

AFFIDAVIT OF SERVICE OF: COMPLAINT AND NOTICE OF HEARING
with form NLRB-4668 attached

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 postpaid certified mail and regular mail upon the following persons, addressed to them at the following addresses:

Walldesign, Inc.
2350 SE Bristol Street
Newport Beach, CA 92660-0747
7001 0320 0000 2490 6127

Garrick A. Hollander, Attorney At Law
Winthrop & Couchot PC
660 Newport Center Drive, Fl 4
Newport Beach, CA 92660-6401

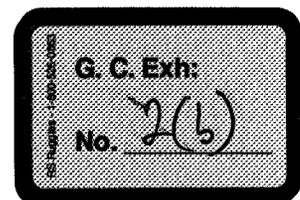
International Union of Painters and
Allied Trades District Council 15, Local 159
affiliated with International Union of Painters
and Allied Trades of the United States
and Canada (IUPAT) AFL-CIO
1701 Whitney Mesa Drive, Suite 105
Henderson, NV 89014-2046

David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway Suite 200
Alameda, CA 94501

Reporters: Argie Reporting Service

Olivia N. Ferrance
Subscribed and sworn to before me this 30th day
of March 2012.

DESIGNATED AGENT
Raymond J. [Signature]
NATIONAL LABOR RELATIONS BOARD



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

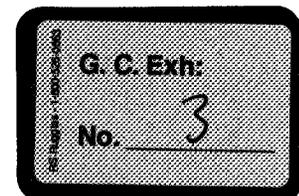
WALLDESIGN, INC.)
)
and)
)
INTERNATIONAL UNION OF PAINTERS)
AND ALLIED TRADES DISTRICT)
COUNSEL 15, LOCAL 159 affiliated with)
INTERNATIONAL UNION OF PAINTERS)
AND ALLIED TRADES of the UNITED)
STATES AND CANADA (IUPAT) AFL-CIO)
_____)

Case 28-CA-071847

WALLDESIGN INC.'S ANSWER TO COMPLAINT

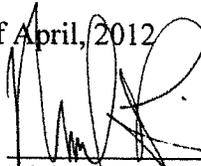
Respondent answers the Consolidated Complaint herein as follows:

- 1) Respondent admits the allegations contained in paragraph 1 of the Complaint.
- 2) Answering subparagraph 2(a) of the Complaint, Respondent states that it performs residential, not commercial, construction. Respondent admits the remaining allegations.
- 3) Answering subparagraphs 2(b) and 2(c), of the Complaint, Respondent admits the allegations.
- 4) Respondent admits the allegations contained in paragraph 3 of the complaint.
- 5) Respondent admits the allegations contained in subparagraphs 4(a) and 4(b) of the Complaint.
- 6) Respondent admits the allegations contained in subparagraphs 5(a), 5(b), 5(c), and 5(d) of the Complaint.



WHEREFORE, Respondent Walldesign, Inc. denies that it has committed any unfair labor practices in violation of the National Labor Relations Act. Accordingly, Respondent respectfully requests that the Complaint be dismissed in its entirety.

Dated in Las Vegas, Nevada, this 20th day of April, 2012



Rick D. Roskelley, Esq.
Noel E. Eidsmore, Esq.
Littler Mendelson
3960 Howard Hughes Parkway, #300
Las Vegas, Nevada 89169
Attorney for Respondent
WALLDESIGN, INC.
T: 702-862-8800
F: 702-862-8811

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 28-CA-078200	Date Filed 4/3/2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Walldesign, Inc. and Imperial Building Group (alter-ego)		b. Tel. No.
		c. Cell No.
		f. Fax No. (951) 251-9960
d. Address (Street, city, state, and ZIP code) 2350 SE Bristol Ave. Newport Beach, CA 92650	e. Employer Representative Michael Beilo	g. e-Mail
		h. Number of workers employed 50+
i. Type of Establishment (factory, mine, wholesaler, etc.) Construction Company	j. Identify principal product or service Construction	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) In the last six months, the above named Employers repudiated the collective bargaining agreement. The Employers refused to bargain in good faith with the Charging Party and have created an alter-ego, discriminating against employees because of union and/or protective activity, and the Employers have refused to provide information to the Charging Party which is necessary to allow it to administer and enforce the agreement.		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Union of Painters and Allied Trades District Council 15, Local Union 159		
4a. Address (Street and number, city, state, and ZIP code) 1701 Whitney Mesa Drive, Suite 105, Henderson, NV 89014		4b. Tel. No. (702) 939-0594
		4c. Cell No.
		4d. Fax No. (702) 452-3082
		4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Union of Painters and Allied Trades, AFL-CIO		
6. DECLARATION		Tel. No. (510) 337-1011
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.
By  <small>(signature of representative or person making charge)</small>	David A. Rosenfeld, Attorney <small>(Print/type name and title or office, if any)</small>	Fax No. (510) 337-102
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200 Alameda, CA 94501		e-Mail
		3/28/12 <small>(date)</small>

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

1/661967

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 10000, 10001, 10002, 10003, 10004, 10005, 10006, 10007, 10008, 10009, 10010, 10011, 10012, 10013, 10014, 10015, 10016, 10017, 10018, 10019, 10020, 10021, 10022, 10023, 10024, 10025, 10026, 10027, 10028, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10036, 10037, 10038, 10039, 10040, 10041, 10042, 10043, 10044, 10045, 10046, 10047, 10048, 10049, 10050, 10051, 10052, 10053, 10054, 10055, 10056, 10057, 10058, 10059, 10060, 10061, 10062, 10063, 10064, 10065, 10066, 10067, 10068, 10069, 10070, 10071, 10072, 10073, 10074, 10075, 10076, 10077, 10078, 10079, 10080, 10081, 10082, 10083, 10084, 10085, 10086, 10087, 10088, 10089, 10090, 10091, 10092, 10093, 10094, 10095, 10096, 10097, 10098, 10099, 10100, 10101, 10102, 10103, 10104, 10105, 10106, 10107, 10108, 10109, 10110, 10111, 10112, 10113, 10114, 10115, 10116, 10117, 10118, 10119, 10120, 10121, 10122, 10123, 10124, 10125, 10126, 10127, 10128, 10129, 10130, 10131, 10132, 10133, 10134, 10135, 10136, 10137, 10138, 10139, 10140, 10141, 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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WALLDESIGN, INC. AND IMPERIAL
BUILDING GROUP (ALTER-EGO)

Charged Party

Case 28-CA-078200

and

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL UNION 159

Charging Party

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 5, 2012, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Walldesign, Inc. and Imperial
Building Group (alter-ego)
2350 SE Bristol Avenue
Newport Beach, CA 92660-0747

April 5, 2012

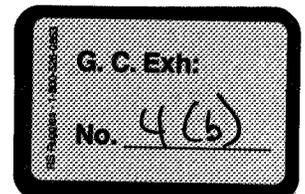
Date

Dawn M. Moore
Designated Agent of NLRB

Name

/s/ Dawn M. Moore

Signature



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

WALLDESIGN, INC.

and

Case 28-CA-071847

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159 affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO**

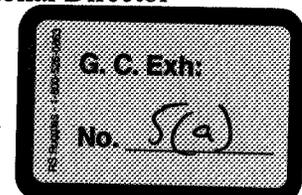
ORDER RESCHEDULING HEARING

On March 30, 2012, a Complaint and Notice of Hearing (Complaint) issued in the above matter, scheduling a hearing to commence on June 5, 2012. On April 3, 2012, the Charging Party filed a charge in Case 28-CA-078200 which raises issues, if found meritorious, would warrant consolidation with the allegations of the Complaint. Accordingly, to permit the processing of the charge in Case 28-CA-078200 and with the agreement of the parties as to their availability and the availability of their witnesses during the week of August 6, 2012,

IT IS HEREBY ORDERED that the hearing in this matter currently scheduled for June 5, 2012, be, and the same hereby is, rescheduled to commence on August 7, 2012, at 9:00 a.m. (local time), at the Hearing Room, National Labor Relations Board, 600 Las Vegas Boulevard South, Suite 400, Las Vegas, Nevada.

Dated at Phoenix, Arizona, this 24th day of May 2012.


Cornele A. Overstreet, Regional Director



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WALLDESIGN, INC.

and

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159 affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO

Case 28-CA-071847

DATE OF MAILING: MAY 24, 2012

AFFIDAVIT OF SERVICE OF: ORDER RESCHEDULING 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 by electronic mail upon the following persons:

Garrick A. Hollander, Attorney at Law
Winthrop & Couchot PC
660 Newport Center Drive, Floor 4
Newport Beach, CA 92660-6401
Email: ghollander@winthropcouchot.com

Walldesign, Inc.
2350 Se Bristol St
Newport Beach, CA 92660-0747

Noel Eidsmore, Attorney at Law
Littler Mendelson, P.C.
3960 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89169
Email: neidsmore@littler.com

David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway Suite 200
Alameda, CA 94501
Email: drosenfeld@unioncounsel.net

International Union of Painters and Allied Trades
District Council 15, Local 159 affiliated with
International Union of Painters and Allied Trades
of the United States and Canada AFL-CIO
1701 Whitney Mesa Drive, Suite 105
Henderson, NV 89014-2046

Reporters: Argie Reporting Service

Miana W. Lawrence

Subscribed and sworn to before me this 24th day
of May 2012.

DESIGNATED AGENT

Argie Reporting Service
NATIONAL LABOR RELATIONS BOARD

G. C. Exh:

No. 5 (6)

FORM EXEMPT UNDER 44 U.S.C. 3512

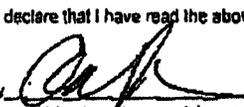
INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 28-CA-078200	Date Filed May 31, 2012

INSTRUCTIONS: **FIRST AMENDED**

File an original with NLRB Regional Director for the Region in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Walldesign, Inc. and Imperial Building Group (alter-ego)	b. Tel. No. c. Cell No. f. Fax No. (951) 251-9960
d. Address (Street, city, state, and ZIP code) 2350 SE Bnstol Ave. Newport Beach, CA 92660	e. Employer Representative Michael Bello g. e-Mail h. Number of workers employed 50+
i. Type of Establishment (factory, mine, wholesaler, etc.) Construction Company	j. Identify principal product or service Construction
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) In the last six months, the above named Employers repudiated the collective bargaining agreement. The Employers refused to bargain in good faith with the Charging Party and have created an alter-ego or successor, or joint employer or illegal sub-contracting, or some other nefarious relationship. The employers have discriminated against employees because of union and/or protective activity, and the Employers have refused to provide information to the Charging Party which is necessary to allow it to administer and enforce the agreement.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Union of Painters and Allied Trades District Council 15, Local Union 159	
4a. Address (Street and number, city, state, and ZIP code) 1701 Whitney Mesa Drive, Suite 105, Henderson, NV 89014	4b. Tel. No. (702) 939-0594 4c. Cell No. 4d. Fax No. (702) 452-3082 4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Union of Painters and Allied Trades, AFL-CIO	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Caren P. Sencer, Attorney (Print/type name and title or office, if any)
Address: Weinberg, Roger & Rosenfeld 1001 Marina Village Parkway, Suite 200 Alameda, CA 94501	
05/31/12 (date)	
Tel. No. (510) 337-1001 Office, if any, Cell No. Fax No. (510) 337-1023 e-Mail	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

1298401/670567

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 44816 (August 22, 2006). We may use the information for other purposes that are consistent with the purposes stated above. We may disclose the information to other agencies for their use in connection with the enforcement of the NLRA. We may also disclose the information to the public if we determine that such disclosure is in the public interest. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to process the charge.

G. C. Exh:
No. 6(a)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**WALLDESIGN, INC. AND IMPERIAL
BUILDING GROUP (ALTER-EGO)**

Charged Party

and

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL UNION 159**

Charging Party

Case 28-CA-078200

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on May 31, 2012, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Walldesign, Inc. and Imperial
Building Group (alter-ego)
2350 SE Bristol Avenue
Newport Beach, CA 92660-0747

May 31, 2012

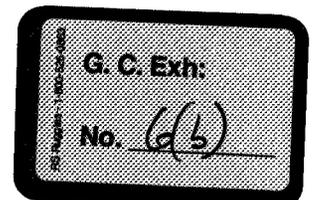
Date

**Dawn M. Moore,
Designated Agent of NLRB**

Name

/s/ Dawn M. Moore

Signature



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

WALLDESIGN, INC.

and

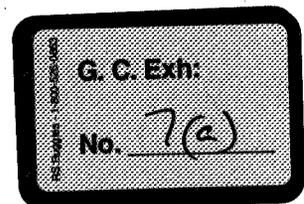
**Cases 28-CA-071847
28-CA-078200**

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159, affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, **IT IS ORDERED** that the charge in Case 28-CA-078200 filed by International Union of Painters and Allied Trades District Council 15, Local 159, whose correct name is International Union of Painters and Allied Trades District Council 15, Local 159, affiliated with International Union of Painters and Allied Trades of the United States and Canada (IUPAT) AFL-CIO (the Union), against Walldesign, Inc. (Respondent) is consolidated with the charge in Case 28-CA-071847 filed by the Union against Respondent, upon which a Complaint and Notice of Hearing issued on March 30, 2012.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Board's



Rules and Regulations and alleges Respondent has violated the Act by engaging in the following unfair labor practices:

1. (a) The charge in Case 28-CA-071847 was filed by the Union on January 4, 2012, and a copy was served by regular mail on Respondent on January 5, 2012.

(b) The charge in Case 28-CA-078200 was filed by the Union on April 3, 2012, and a copy was served by regular mail on Respondent on April 5, 2012.

(c) The amended charge in Case 28-CA-078200 was filed by the Union on May 31, 2012, and a copy was served by regular mail on Respondent on the same date.

2. (a) At all material times Respondent has been a corporation with an office and place of business in Las Vegas, Nevada, and has been engaged as a drywall contractor in the construction industry doing residential construction.

(b) In conducting its operations during the 12-month period ending January 4, 2012, Respondent performed services valued in excess of \$50,000 in States other than the State of Nevada.

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

3. At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

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

Michael Bello	-	Chief Executive Officer
Steve Huntington	-	President
David Grogg	-	Vice President of Operations

(b) At all material times Respondent's attorney has been an agent of Respondent within the meaning of Section 2(13) of the Act.

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

All full-time and regular part-time Light Commercial Journeymen, Residential/Multi Family Construction Journeymen, Apprentices, and Light Commercial and Residential Helpers/Pre-Apprentices employed by Respondent and performing work in Clark County, Nevada, as described by the Memorandum of Understanding between Respondent and the Union dated December 10, 2009 (the Agreement), EXCLUDING office clerical employees, professional employees, guards and supervisors as defined by the Act.

(b) About December 10, 2009, Respondent, an employer engaged in the construction industry, entered into the Agreement whereby it agreed to be bound by the Master Agreement between the Union and the Painting and Decorating Contractors of America, Southern Nevada Chapter, effective from December 10, 2009, through June 30, 2012.

(c) About December 10, 2009, Respondent, an employer engaged in the construction industry, entered into the Painters & Decorators Master Agreement (the Master Agreement) between the Union and the Painting and Decorating Contractors of

America, Southern Nevada Chapter, effective from December 10, 2009, through June 30, 2011.

(d) About July 1, 2011, the Master Agreement was automatically extended between Respondent and the Union by the terms of the Master Agreement, and is effective from July 1, 2011, through June 30, 2012.

(e) By entering into the Agreement and Master Agreement, described above in paragraphs 5(b) and 5(c), Respondent recognized the Union as the exclusive collective-bargaining representative of the Unit without regard to whether the Union's majority had been established under Section 9(a) of the Act.

(g) From about December 10, 2009, to June 30, 2012, based on Section 9(a) of the Act, the Union has been the limited exclusive collective-bargaining representative of the Unit.

6. (a) Since about July 4, 2011, Respondent has refused to continue in effect all the terms and conditions of the Agreement and the Master Agreement by failing to follow the wage, benefit, hiring hall, and other terms of the Agreement and the Master Agreement with respect to projects covered by the Agreement and the Master Agreement, including the Pacific Pines project and College Villas project.

(b) The terms and conditions of employment described above in paragraph 6(a) are mandatory subjects for the purposes of collective-bargaining.

(c) Respondent engaged in the conduct described above in paragraph 6(a) without the Union's consent.

(d) Since about November 8, 2011, the Union has requested in writing that Respondent furnish the Union with the following information:

From December 2009 to current date, no later than the close of business day of Friday, November 23, 2011:

1. A complete list of all projects in area jurisdiction.
2. A complete list of employees who are currently employed or have been employed within the last calendar year, the date of hire for each employee, date of termination (if applicable), classification of each employee and the rate of wages being paid to each employee.

(e) The information requested by the Union, as described above in paragraph 6(d) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(f) Since about November 8, 2011, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6(d).

(g) Since about December 22, 2011, the Union has requested in writing that Respondent furnish the Union with the following information:

1. Please provide a list of all jobs which your company has performed in Nevada for the period December 10, 2009 to present. The list should include the name of the job, the location, the period during which the job was performed and the names of the employees who performed bargaining unit work who worked on that job. This should include all jobs which were in progress as of that date of December 10, 2009, as well as all jobs which commenced after that date. The list should be current and up to date.
2. Please provide a list of all employees who worked doing bargaining unit work for the period December 10, 2009 to present. For each employee give the employees name, address, rates of pay, classifications and dates of hire or termination including any reason why they were terminated.

3. Please provide a copy of all company benefit plans applicable to the employees in the bargaining unit.

(h) The information requested by the Union, as described above in paragraph 6(g) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(i) Since about December 22, 2011, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6(g).

(j) About December 29, 2011, Respondent entered into a contract with Imperial Building Group, Inc. (Imperial) under which Imperial was to perform for Respondent drywall and other construction work located at the Pacific Pines and College Villas projects.

(k) The subjects set forth above in paragraph 6(j) relates to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(l) Respondent engaged in the conduct described above in paragraph 6(j) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct and without first bargaining with the Union to a good-faith impasse.

(m) Since about January 12, 2012, the Union has requested in writing that Respondent furnish the Union with the information contained in the attached letter which is marked Exhibit A.

(n) The information requested by the Union, as described above in paragraph 6(m) and Exhibit A, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(o) Since about January 12, 2012, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6(m) and Exhibit A.

7. By the conduct described above in paragraph 6, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

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

As part of the remedy for the unfair labor practices alleged above in paragraphs 6(a) through 6(c) and 6(j) through 6(l), the Acting General Counsel seeks an order requiring reimbursement by the Respondent of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination and that the Respondents be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. **The answer must be received by this office on or before June 14, 2012, or postmarked on or before June 12, 2012.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

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

Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on August 7, 2012, at 9:00 a.m. (local time), at the Hearing Room, National Labor Relations Board, 600 Las Vegas Boulevard South, Suite 400, Las Vegas, Nevada, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 31st day of May 2012.


Cornele A. Overstreet, Regional Director

Attachment

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases: **28-CA-071847**
28-CA-078200

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; *and*
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Walldesign, Inc.
2350 SE Bristol Street
Newport Beach, CA 92660-0747
7001 0320 0000 2489 0594

Garrick A. Hollander, Attorney at Law
Winthrop & Couchot PC
660 Newport Center Drive, Fl 4
Newport Beach, CA 92660-6401

Noel Eidsmore, Attorney At Law
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International Union of Painters and
Allied Trades District Council 15, Local 159
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MATTHEW J. GAUGER
ASHLEY K. INEDA **
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ALAN G. CROWLEY
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BRUCE A. HARLAND
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NEED CORRECT LETTERHEAD

LORI K. AQUINO **
ANNIE L. YEN
MARJARI CHANLA
KRISTINA M. ZINNEN
JANNAH V. MANANGALA
MANUEL A. BOQUEG ***
KERRIANNE R. STEELE ***
ANA M. GALLEGOS
GARY P. PROVENCHER
LIL R. DUNCAN
JORDAN D. MAZUR
JACOB J. WHITE
SHARON A. BEIDENSTEIN
LEBLIE V. FREEMAN *****
EZEKIEL O. CAROER *****
YURI Y. GOTTESMAN

PATRICIA M. GATEB, Of Counsel
ROBERTA D. PERKINS, Of Counsel
RICHARD T. ORRIVY, Of Counsel
NINA FENDEL, Of Counsel

* Also admitted in Arizona
** Admitted in Hawaii
*** Also admitted in Nevada
**** Also admitted in Illinois
***** Also admitted in Missouri
***** Also admitted in New York

January 12, 2012

Marc J. Winthrop
Winthrop Couchot
660 Newport Center Drive, Suite 400
Newport Beach, CA 92660

Re: Alter Ego and/or Successor Relationship between Walldesign, Inc. and Imperial Building Group

Dear Mr. Winthrop:

Our office represents Painters District Council No 15 as you aware from our appearance in the bankruptcy court. Walldesign (referred to as "Walldesign") has executed and is bound by an agreement with the Union. The Union has obtained substantial evidence that Imperial Building Group ("Imperial") is a successor and/or alter ego to Walldesign. Indeed Mr. Bello's declaration filed in the bankruptcy court states as much. For purposes of investigating the Union's position and in order to administer the collective bargaining agreement, please provide the following information below. For purposes of this request, Imperial is to be considered the non-union company, although we believe that it is in fact a union company and is bound to the current agreement.

Further I sent your client a previous information request which is enclosed. He responded by sending it back to me by fax attaching a copy of the bankruptcy petition. Apparently he thinks that the filing of the bankruptcy avoids his obligations under the National Labor Relations Act. That is not correct and I am asking that your client provide this information immediately.

This request is for purposes of administering the agreement.

The information sought is for the period of January 1, 2011 to present.

We would like this information within 10 days for both Walldesign and Imperial.

1. Copies of any and all documents relating to any loans or extensions of credit to and from both WALLDESIGN and IMPERIAL.
2. Copies of all contracts and bids for contracts, with owners for the construction, alteration, or repair of any structure.
3. Copies of all contracts and bids for contracts, with subcontractors for the construction, alteration, or repair of any structure.

Exhibit A

LOS ANGELES OFFICE
3435 Wilshire Boulevard, Suite 620
Los Angeles, CA 90010-1907
TEL 213.390.2344 FAX 213.381.1088

SACRAMENTO OFFICE
428 J Street, Suite 520
Sacramento, CA 95814-2341
TEL 916.443.6600 FAX 916.442.0244

HONOLULU OFFICE
1089 Alahea Street, Suite 1802
Honolulu, HI 96813-4500
TEL 808.528.8880 FAX 808.528.8881

4. Copies of any and all licenses or certificates required by federal, state, county, or municipal law.
5. Certificates of registration or ownership of any motor vehicle or equipment.
6. Copies of any and all bills of sale of any motor vehicles or equipment.
7. Copies of any and all leases for rental of any business premises and/or equipment.
8. Copies of any and all contracts of insurance.
9. Copies of any and all applications of insurance.
10. Copies of any and all premium statements for insurance.
11. Copies of any and, all building permits.
12. Copies of any and all licenses or leases for citizen band, VHR, any other radio or telephone equipment.
13. Copies of all invoices for purchases of materials, supplies and equipment rentals for all jobs worked in the past year.
14. Copies of all invoices to customers and clients for all jobs worked in the past year.
15. Copies of all purchase orders for the past year.
16. Copies of all telephone bills, electric bills, and any other utility bills for the past year.
17. Copies of all logs of foremen and supervisors.
18. Copies of all diaries and appointment books for all of the corporate officers.
19. Copies of all employee time cards or time sheets.
20. Copies of all job record cards.
21. Cash disbursement journals.
22. Accounts payable journals.
23. General Ledgers.
24. Cash receipts journals.
25. Employer's quarterly tax return, IRS Form #941.
26. State unemployment compensation forms showing contributions made.

27. Copies of all financial statements.
28. Copies of all corporate minute books, stock books, and all other corporate records.
29. Copies of all bank statements and cancelled checks.
30. Copies of all correspondence with any and all insurance companies, banks, lending institutions, and accounting firms.
31. Any and all applications to surety or bonding companies for performance, labor or payment bonds for any construction project.
32. Corporate income tax returns.
33. Depreciation schedules.
34. Documentation of all loans to outside creditors.
35. Copies of all paid bills.
36. Accounts receivable journals.
37. Sales journals.
38. Purchase journals.
39. Summary payroll journals.
40. Personal income tax returns of all corporate officers.
41. Any organizational chart for IMPERIAL, and WALLDESIGN, showing management's functions and authority within the company.

For both companies provide the following:

42.
 - A. Describe the type of business in which IMPERIAL engages.
 - B. Describe the type of business in which WALLDESIGN engages.
43.
 - A. Define the geographic area in which IMPERIAL does business.
 - B. Define the geographic area in which WALLDESIGN does business.
44.
 - A. State the business address(es) and identify all office locations of IMPERIAL.
 - B. State the business address(es) and identify all office locations of WALLDESIGN.
45.
 - A. Identify IMPERIAL post office box(es) by number and location.

- B. Identify WALLDESIGN post office box(es) by number and location.
46. A. Identify IMPERIAL business phone number(s), fax number(s) and directory listings(s).
- B. Identify WALLDESIGN business phone number(s), fax number(s) and directory listings(s).
47. A. Identify the banking institution, branch and location, and account number(s) of IMPERIAL bank account(s).
- B. Identify the banking institution, branch and location, and account number(s) of WALLDESIGN bank account(s).
48. A. Identify the banking institution, branch and location, and account number(s) of IMPERIAL payroll account(s) not identified above.
- B. Identify the banking institution, branch and location, and account number(s) of WALLDESIGN payroll account(s) not identified above.
49. A. Identify where and by whom IMPERIAL accounting records are kept. B. Identify where and by whom WALLDESIGN accounting records are kept.
50. A. Identify IMPERIAL principal accountant.
- B. Identify WALLDESIGN principal accountant.
51. A. Identify where and by whom IMPERIAL corporate records are kept.
- B. Identify where and by whom WALLDESIGN corporate records are kept.
52. A. Identify where and by whom IMPERIAL other business records are kept.
- B. Identify where and by whom WALLDESIGN other business records are kept.
53. A. Identify IMPERIAL principal bookkeeper.
- B. Identify WALLDESIGN principal bookkeeper.
54. A. Identify IMPERIAL principal payroll preparer.
- B. Identify WALLDESIGN principal payroll preparer.
55. A. Identify IMPERIAL contractor license number for states in which it engages in business of construction.

- B. Identify WALLDESIGN contractor license number for states in which it engages in business of construction.
56. A. Identify the carrier and policy number for IMPERIAL workers' compensation insurance.
- B. Identify the carrier and policy number for WALLDESIGN workers' compensation insurance.
57. Identify the carrier and policy number for IMPERIAL other health insurance program(s).
58. A. Identify IMPERIAL federal taxpayer identification number.
- B. Identify IMPERIAL federal taxpayer identification number.
- C. Identify where and by whom IMPERIAL federal tax returns are kept.
- D. Identify where and by whom IMPERIAL federal tax returns are kept.
59. A. Identify IMPERIAL other federal or state taxpayer identification numbers.
- B. Identify IMPERIAL other federal or state taxpayer identification numbers.
- C. Identify where and by whom IMPERIAL other federal and state tax returns are kept.
- D. Identify where and by whom IMPERIAL other federal and state tax returns are kept.
60. Identify amount(s) involved, reason(s) for, and dates of transfer of any funds between IMPERIAL and WALLDESIGN.
61. A. Identify source(s) and amount(s) of CE lines of credit.
- B. Identify source(s) and amount(s) of IMPERIAL lines of credit.
62. A. Identify amount(s) involved and date(s) when IMPERIAL has operated its capital with a guarantee of performance by WALLDESIGN.
- B. Identify amount(s) involved and date(s) when WALLDESIGN has operated its capital with a guarantee of performance by IMPERIAL.
63. A. Identify business(es) to whom IMPERIAL rents, leases, or otherwise provides office space.
- B. Identify business(es) to whom IMPERIAL rents, leases, or otherwise provides office space.

64. Identify the calendar period and terms by which IMPERIAL provides office space to WALLDESIGN, or is provided with office space by WALLDESIGN.
65.
 - A. Identify IMPERIAL buildings and/or office suppliers.
 - B. Identify IMPERIAL buildings and/or office suppliers.
66. Identify by item(s) purchased, date(s) of purchase, and dollar volume of purchase(s) those building and/or office supplies not purchases separately by IMPERIAL and WALLDESIGN.
67.
 - A. Identify business(es) that use IMPERIAL (1) tools or (2) equipment.
 - B. Identify business(es) that use IMPERIAL (1) tools or (2) equipment.
68.
 - A. Identify business(es) to whom IMPERIAL sells, rents, or leases its (1) operating equipment, (2) office equipment, (3) construction equipment, or (4) tools.
 - B. Identify business(es) to whom IMPERIAL sells, rents, or leases its (1) operating equipment, (2) office equipment, (3) construction equipment, or (4) tools.
69.
 - A. Identify business(es) from whom IMPERIAL buys, rents, or leases its equipment.
 - B. Identify business(es) from whom IMPERIAL buys, rents, or leases its equipment.
70.
 - A. Identify those equipment transactions that IMPERIAL arranges by written agreement.
 - B. Identify those equipment transactions that IMPERIAL arranges by written agreement.
71. Regarding equipment transactions between IMPERIAL and WALLDESIGN, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
72. Regarding equipment transactions between IMPERIAL and business(es) separate from WALLDESIGN, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
73. Regarding equipment transactions between WALLDESIGN and business(es) separate from IMPERIAL, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
74. Identify those of the following services that are provided to IMPERIAL by or at WALLDESIGN.
 - A. Administrative

- B. Bookkeeping
 - C. Clerical
 - D. Detailing
 - E. Drafting
 - F. Estimating
 - G. Managerial
 - H. Patternmaking
 - I. Sketching
 - J. Other
75. Identify those of the following services that are provided to WALLDESIGN by or at IMPERIAL.
- A. Administrative
 - B. Bookkeeping
 - C. Clerical
 - D. Detailing
 - E. Drafting
 - F. Estimating
 - G. Managerial
 - H. Patternmaking
 - I. Sketching
 - J. Other
76. A. Identify where IMPERIAL advertises for customer business.
- B. Identify where WALLDESIGN advertises for customer business.
77. A. Identify IMPERIAL customers.
- B. Identify WALLDESIGN customers.

78. A. Identify customers IMPERIAL has referred to WALLDESIGN.
- B. Identify customers WALLDESIGN has referred to IMPERIAL.
79. What customers of IMPERIAL are now or were formerly customers of WALLDESIGN?
80. A. Regarding customers identifies above common to IMPERIAL and WALLDESIGN, state the calendar period, and dollar volume of work performed by IMPERIAL for each customer.
- B. Regarding customers identifies above common to IMPERIAL and WALLDESIGN, state the calendar period, and dollar volume of work performed by WALLDESIGN for each customer.
81. A. State the average dollar volume of business per job performed by IMPERIAL.
- B. State the average dollar volume of business per job performed by WALLDESIGN.
82. A. Does IMPERIAL negotiate jobs to obtain work?
- B. Does WALLDESIGN negotiate jobs to obtain work?
83. A. Does IMPERIAL bid jobs to obtain work?
- B. Does WALLDESIGN bid jobs to obtain work?
84. A. Identify those persons who bid and/or negotiate IMPERIAL work.
- B. Identify those persons who bid and/or negotiate WALLDESIGN work.
85. A. State the dollar volume minimum and or maximum (if any) as established by law or regulation, that IMPERIAL may bid on public works projects.
- B. State the dollar volume minimum and or maximum (if any) as established by law or regulation, that WALLDESIGN may bid on public works projects.
86. Identify by customer, calendar period, and dollar volume any jobs on which IMPERIAL and WALLDESIGN have bid competitively.
87. Identify by customer, calendar period, and dollar volume any work which IMPERIAL has subcontracted to, or received by subcontractor from, WALLDESIGN.
88. Identify subcontract work arranged by written agreement between IMPERIAL and WALLDESIGN.
89. A. State the reason for each subcontract let by IMPERIAL.

- B. State the reason for each subcontract let by WALLDESIGN.
90. Identify by customer, calendar period, and dollar volume any projects on which IMPERIAL succeeded, or been succeeded, by WALLDESIGN.
91. A. Identify work IMPERIAL performs on WALLDESIGN.
B. Identify work WALLDESIGN performs on IMPERIAL.
92. A. Identify where IMPERIAL advertises for employee hires.
B. Identify where WALLDESIGN advertises for employee hires.
93. A. Identify by job title or craft position the average number of employees employed by IMPERIAL per pay period.
B. Identify by job title or craft position the average number of employees employed by WALLDESIGN per pay period.
94. A. Identify the skills that IMPERIAL employees possess.
B. Identify the skills that WALLDESIGN employees possess.
95. A. Identify where IMPERIAL employee report for work.
B. Identify where WALLDESIGN employee report for work.
96. A. Identify by job title or craft position and respective employment those employees of IMPERIAL who are or have been employees at WALLDESIGN.
B. Identify by job title or craft position and respective employment those employees of WALLDESIGN who are or have been employees at IMPERIAL.
97. Identify by job title or craft position and transfer dates those employees otherwise transferred between IMPERIAL and WALLDESIGN.
98. Identify projects of each company on which these employees were working at the time of transfer.
99. A. Identify IMPERIAL (1) supervisors, (2) job superintendents, and (3) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay-off, recall promote, discharge, assign, reward, or discipline other employees or responsible to direct employees, or to adjust their grievances or effectively to recommend such action.
B. Identify WALLDESIGN (1) supervisors, (2) job superintendents, and (3) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay-off,

- recall promote, discharge, assign, reward, or discipline other employees or responsible to direct employees, or to adjust their grievances or effectively to recommend such action.
100. Regarding those supervisory persons described above as common to IMPERIAL and WALLDESIGN, identify their period(s) of employment with each company.
 101.
 - A. Identify if IMPERIAL personnel were ever authorized to supervise WALLDESIGN employees.
 - B. Identify if WALLDESIGN personnel were ever authorized to supervise IMPERIAL employees.
 102.
 - A. Identify by project involved, personnel involved, and date or event, any occasion when IMPERIAL personnel performed a supervisory function for WALLDESIGN.
 - B. Identify by project involved, personnel involved, and date or event, any occasion when WALLDESIGN personnel performed a supervisory function for IMPERIAL.
 103.
 - A. Identify IMPERIAL managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.
 - B. Identify WALLDESIGN managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.
 104.
 - A. Identify IMPERIAL representatives who have authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such actions.
 - B. Identify WALLDESIGN representatives who have authority to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such actions.
 105.
 - A. Identify IMPERIAL representatives otherwise actively involved with day-to-day management or operations.
 - B. Identify WALLDESIGN representatives otherwise actively involved with day-to-day management or operations.
 106.
 - A. Identify by title, and respective dates of employment, personnel of IMPERIAL ever employed by WALLDESIGN.

- B. Identify by title, and respective dates of employment, personnel of WALLDESIGN ever employed by IMPERIAL.
- 107. A. Describe IMPERIAL compensation program including employee wage rates.
B. Describe WALLDESIGN compensation program including employee wage rates.
- 108. A. Describe IMPERIAL fringe benefit program.
B. Describe the WALLDESIGN fringe benefit program.
- 109. A. Describe IMPERIAL labor relations policy.
B. Describe WALLDESIGN labor relations policy.
- 110. A. Identify IMPERIAL representative(s) who establish or otherwise control labor relations policy.
B. Identify WALLDESIGN representative(s) who establish or otherwise control labor relations policy.
- 111. A. Identify IMPERIAL labor relations representative(s).
B. Identify WALLDESIGN labor relations representative(s).
- 112. A. Identify IMPERIAL legal counsel on labor relations matters.
B. Identify WALLDESIGN legal counsel on labor relations matters.
- 113. A. Identify IMPERIAL membership status in the Associated General Contractors.
B. Identify WALLDESIGN membership status in the Associated General Contractors.
- 114. A. Identify IMPERIAL membership status in any other employer association.
B. Identify WALLDESIGN membership status in any other employer association.
- 115. A. Identify IMPERIAL officers.
B. Identify WALLDESIGN officers.
- 116. A. Identify IMPERIAL directors.
B. Identify WALLDESIGN directors.
- 117. A. Identify place(s) and date(s) of IMPERIAL directors meetings.

- B. Identify place(s) and date(s) of WALLDESIGN directors meetings.
- 118. A. Identify IMPERIAL owners and/or stockholders.
- B. Identify WALLDESIGN owners and/or stockholders.
- 119. A. Identify the ownership interest held among IMPERIAL owners and/or stockholders.
- B. Identify the ownership interest held among WALLDESIGN owners and/or stockholders.

Please provide this within 10 days.

Sincerely,


David A. Rosenfeld

DAR/dr/kts
129840/651602

Enclosure

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WALLDESIGN, INC.

and

Cases 28-CA-071847
28-CA-078200

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159 affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO

DATE OF MAILING: May 31, 2012

AFFIDAVIT OF SERVICE OF: ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING
with Form NLRB-4668 attached

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 postpaid certified mail and regular mail upon the following persons, addressed to them at the following addresses:

Walldesign, Inc.
2350 SE Bristol Street
Newport Beach, CA 92660-0747
7001 0320 0000 2489 0594

Garrick A. Hollander, Attorney at Law
Winthrop & Couchot PC
660 Newport Center Drive, Fl 4
Newport Beach, CA 92660-6401

Noel Eidsmore, Attorney At Law
Littler Mendelson, P.C.
3960 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89169

International Union of Painters and
Allied Trades District Council 15, Local 159
affiliated with International Union of Painters
and Allied Trades of the United States
and Canada (IUPAT) AFL-CIO
1701 Whitney Mesa Drive, Suite 105
Henderson, NV 89014-2046

David A. Rosenfeld, Attorney at Law
Caren Sencer, Attorney at Law
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway Suite 200
Alameda, CA 94501

Reporters: Argie Reporting Service

<p><i>Aliana N. Aronson</i> Subscribed and sworn to before me this 31st day of May 2012.</p>	<p>DESIGNATED AGENT <i>Kay Davis</i> NATIONAL LABOR RELATIONS BOARD</p>
---	---

G. C. Exh:
No. 7(b)

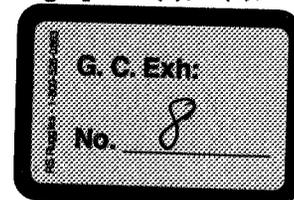
UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

WALLDESIGN, INC.)	Cases 28-CA-071847
)	28-CA-078200
and)	
)	
INTERNATIONAL UNION OF PAINTERS)	
AND ALLIED TRADES DISTRICT)	
COUNSEL 15, LOCAL 159 affiliated with)	
INTERNATIONAL UNION OF PAINTERS)	
AND ALLIED TRADES of the UNITED)	
STATES AND CANADA (IUPAT) AFL-CIO)	
_____)	

WALLDESIGN INC.'S ANSWER TO CONSOLIDATED COMPLAINT

Respondent answers the Consolidated Complaint herein as follows:

- 1) Respondent admits the allegations contained in paragraph 1 of the Complaint.
- 2) Answering subparagraph 2(a) of the Complaint, Respondent states that it performs residential, not commercial, construction. Respondent admits the remaining allegations.
- 3) Answering subparagraphs 2(b) and 2(c), of the Complaint, Respondent admits the allegations.
- 4) Respondent admits the allegations contained in paragraph 3 of the complaint.
- 5) Respondent admits the allegations contained in subparagraphs 4(a) and 4(b) of the Complaint.
- 6) Respondent admits the allegations contained in subparagraphs 5(a), 5(b), 5(c), 5(d), 5(e), and 5(g) [sic] of the Complaint.



7) Respondent denies the allegations contained in subparagraphs 6(a), 6(b), 6(c), 6(e), 6(f), 6(h), 6(i), 6(k), 6(l), 6(n) and 6(o) of the Complaint.

8) Respondent admits the allegations contained in subparagraphs 6(d), 6(g), 6(j) and 6(m) of the complaint.

9) Respondent denies the allegations contained in paragraph 7 of the Complaint.

10) Respondent denies the allegations contained in paragraph 8 of the Complaint.

FIRST AFFIRMATIVE DEFENSE

11) Respondent has not failed to bargain in good faith, and there is information being sought in the complaint that is not subject to the collective bargain agreement between the parties.

SECOND AFFIRMATIVE DEFENSE

12) The alleged violations are time barred by the statute of limitations.

THIRD AFFIRMATIVE DEFENSE

13) Every allegation of the Complaint not specifically admitted is denied.

FOURTH AFFIRMATIVE DEFENSE

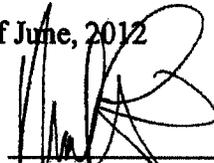
14) To the extent the Complaint contains allegations that are outside the scope of the underlying unfair labor practice charge, said allegations are barred.

FIFTH AFFIRMATIVE DEFENSE

15) Respondent reserves the right to submit further affirmative defenses as necessary going forward.

WHEREFORE, Respondent Walldesign, Inc. denies that it has committed any unfair labor practices in violation of the National Labor Relations Act. Accordingly, Respondent respectfully requests that the Complaint be dismissed in its entirety.

Dated in Las Vegas, Nevada, this 14 day of June, 2012



Rick D. Roskelley, Esq.

Noel E. Eidsmore, Esq.

Little Mendelson

3960 Howard Hughes Parkway, #300

Las Vegas, Nevada 89169

Attorney for Respondent

WALLDESIGN, INC.

T: 702-862-8800

F: 702-862-8811

PROOF OF SERVICE

I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the within action. My business address is 3960 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada 89169. On June 14, 2012, I served the within document(s):

WALLDESIGN INC.'S ANSWER TO CONSOLIDATED COMPLAINT

X By **United States Mail** – a true copy of the document(s) listed above for collection and mailing following the firm’s ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Las Vegas, Nevada addressed as set forth below.

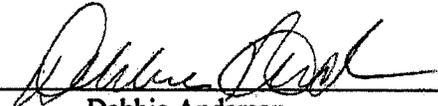
By **Facsimile Transmission** – the transmission was reported as complete and without error. A copy of the transmission report, properly issued by the transmitting machine, is **attached** to the hard copy. The names and facsimile numbers of the person(s) served are as set forth below.

By **Overnight Delivery** – by depositing a true copy of the same enclosed in a sealed envelope, with delivery fees provided for, in an overnight delivery service pick up box or office designated for overnight delivery, and addressed as set forth below.

Larry A. “Tony” Smith
Field Attorney
National Labor Relations Board
600 Las Vegas Blvd., South, Suite 400
Las Vegas, NV 89101-6637

I am readily familiar with the firm's practice of collection and processing correspondence for mailing and for shipping via overnight delivery service. Under that practice it would be deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an overnight delivery service pick-up box or office on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 14, 2012 at Las Vegas, Nevada.



Debbie Anderson

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

WALLDESIGN, INC.)

and)

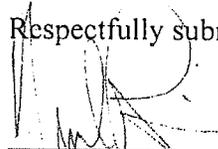
INT'L UNION OF PAINTERS AND)
ALLIED TRADES DISTRICT COUNCIL)
LOCAL 59)

CASE NO. 28-CA-078200

MOTION TO POSTPONE HEARING

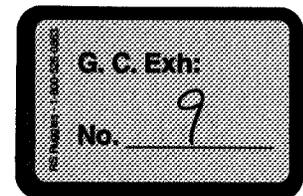
Respondent Walldesign, Inc. requests that the hearing currently scheduled for August 7, 2012 be postponed. The reason for this request is that the parties are pursuing settlement in this matter in good faith, and need additional time to determine the parameters of the agreement.

Respectfully submitted,



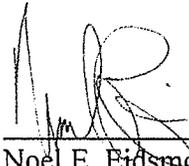
Noel E. Eidsmore
Littler Mendelson
3960 Howard Hughes Parkway, Suite 300
Las Vegas, Nevada 89169
Telephone: 702.862.7730
Facsimile: 702.862.8811
E-mail: neidsmore@littler.com

Counsel for Respondent,
Walldesign, Inc.



CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing *Motion to Postpone Hearing* was served upon Pablo Godoy (Counsel for the General Counsel) at pablo.godoy@nlrb.gov and David Rosenfeld (Counsel for Charging Party) at DRosenfeld@unioncounsel.net, via electronic mail on this 31st day of July, 2012.



Noel E. Eidsmore

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RECEIVED PHX, AZ
NLRB-REGION 28
2012 JUL 31 PM 3:10

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

WALLDESIGN, INC.

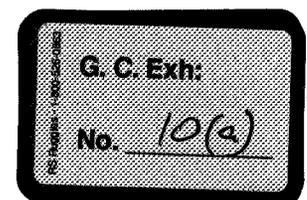
and

**Cases 28-CA-071847
28-CA-078200**

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159, affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO**

ORDER RESCHEDULING HEARING

On May 31, 2012, an Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing issued in this matter, scheduling a hearing to commence on August 7, 2012, at the Hearing Room, National Labor Relations Board, 600 Las Vegas Boulevard South, Suite 400, Las Vegas, Nevada. On July 31, 2012, Respondent's counsel requested a continuance of the hearing to permit the parties to further explore a resolution of the complaint allegations. The Charging Party does not oppose Respondent's motion. All parties have indicated that they and their witnesses are available for a hearing to be held the week of September 17, 2012, in the event settlement is not achieved. Accordingly, and for good cause shown,



IT IS HEREBY ORDERED that the hearing now scheduled in this matter for August 7, 2012, be, and the same hereby is, rescheduled to commence on September 18, 2012, at 9:00 a.m. (local time), at the same place as previously noticed.

Dated at Phoenix, Arizona, this 1st day of August 2012.


Cornele A. Overstreet, Regional Director

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WALLDESIGN, INC.

and

Cases 28-CA-071847
28-CA-078200

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159 affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES of the UNITED STATES
AND CANADA (IUPAT) AFL-CIO

DATE OF MAILING: August 1, 2012

AFFIDAVIT OF SERVICE OF: ORDER RESCHEDULING 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 postpaid certified mail and regular mail upon the following persons, addressed to them at the following addresses:

David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway, Suite 200
Alameda, CA 94501-6430
Email: *drosenfeld@unioncounsel.net*

International Union of Painters and Allied
Trades District 15, Local 159, affiliated
with International Union of Painters and
Allied Trades of the United States and
Canada (IUPAT) AFL-CIO
1701 Whitney Mesa Drive, Suite 105
Henderson, NV 89014-2046

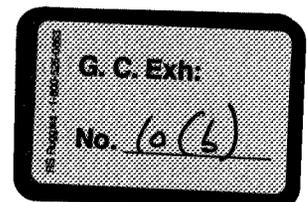
Garrick A. Hollander, Attorney at Law
Winthrop & Couchot PC
660 Newport Center Drive, Floor 4
Newport Beach, CA 92660-6401
Email: *ghollander@winthropcouchot.com*

Walldesign, Inc.
2350 SE Bristol Street
Newport Beach, CA 92660-0747

Noel Eidsmore, Attorney at Law
Littler Mendelson, P.C.
3960 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89169
Email: *neidsmore@littler.com*

Reporters: Argie Reporting Service

<p><i>Alicia Ferrence</i> Subscribed and sworn to before me this 1st day of August 2012.</p>	<p>DESIGNATED AGENT <i>Kay Davis</i> NATIONAL LABOR RELATIONS BOARD</p>
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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

WALLDESIGN, INC.

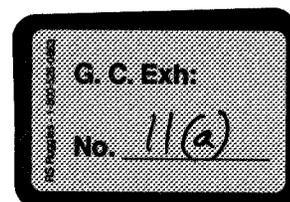
and

**Cases 28-CA-071847
28-CA-078200**

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159, affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES OF THE UNITED STATES
AND CANADA (IUPAT) AFL-CIO**

ORDER RESCHEDULING HEARING

On March 30, 2012, a Complaint and Notice of Hearing issued in Case 28-CA-071847, scheduling a hearing to commence on June 5, 2012, at the Hearing Room, National Labor Relations Board, 600 Las Vegas Boulevard South, Suite 400, Las Vegas, Nevada. On May 31, 2012, an Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing issued in the above-captioned matter, scheduling a hearing to commence on August 7, 2012. On August 1, 2012, an Order Rescheduling Hearing issued, scheduling the hearing to commence on September 18, 2012, at the same place previously noticed. In order to permit the parties to engage in continued settlement discussions, and with the agreement of the parties as to their and their witnesses' availability for a trial during the week of November 5, 2012,



IT IS HEREBY ORDERED that the hearing in the above matter be, and the same hereby is, rescheduled to commence on November 6, 2012, at 9:00 a.m. (local time), at the same place previously noticed, and continue for consecutive days thereafter until concluded.

Dated at Phoenix, Arizona, this 12th day of September 2012.

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WALLDESIGN, INC.

and

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159, affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES OF THE UNITED STATES
AND CANADA (IUPAT) AFL-CIO

Cases 28-CA-071847
28-CA-078200

Date of Mailing: September 12, 2012

AFFIDAVIT OF SERVICE OF: ORDER RESCHEDULING 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 electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

GARRICK A. HOLLANDER, ATTORNEY AT LAW
WINTHROP & COUCHOT PC
660 NEWPORT CENTER DR, FL 4
NEWPORT BEACH, CA 92660-6401
E-Mail: ghollander@winthropcouchot.com

WALLDESIGN, INC.
2350 SE BRISTOL ST
NEWPORT BEACH, CA 92660-0747

NOEL EIDSMORE, ATTORNEY AT LAW
LITTLER MENDELSON, P.C.
3960 HOWARD HUGHES PKWY
STE 300
LAS VEGAS, NV 89169
E-Mail: neidsmore@littler.com

DAVID A. ROSENFELD, ATTORNEY AT LAW
WEINBERG, ROGER & ROSENFELD
1001 MARINA VILLAGE PKWY
STE 200
ALAMEDA, CA 94501-6430
E-Mail: droseinfeld@unioncounsel.net

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES DISTRICT 15, LOCAL 159
AFFILIATED WITH INTERNATIONAL UNION OF
PAINTERS AND ALLIED TRADES OF THE
UNITED STATES AND CANADA (IUPAT)
AFL-CIO
1701 WHITNEY MESA DR
STE 105
HENDERSON, NV 89014-2046

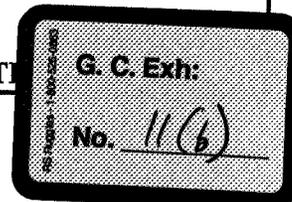
Reporters: Argie Reporting Service

DESIGNATED AGENT

/s/ Stephen E. Wamser

NATIONAL LABOR RELATIONS BOARD

Subscribed and sworn to before me this 12th day
of September 2012. /s/ Dawn M. Moore



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

WALLDESIGN, INC.)
)
and)
)
INTERNATIONAL UNION OF PAINTERS)
AND ALLIED TRADES DISTRICT)
COUNSEL 15, LOCAL 159 affiliated with)
INTERNATIONAL UNION OF PAINTERS)
AND ALLIED TRADES of the UNITED)
STATES AND CANADA (IUPAT) AFL-CIO)
)

Cases 28-CA-071847
28-CA-078200

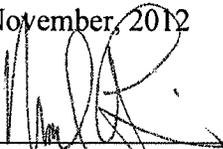
WALLDESIGN INC.'S ANSWER TO CONSOLIDATED COMPLAINT

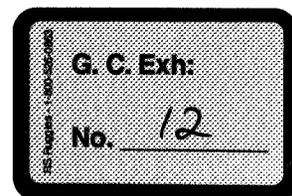
Respondent hereby withdraws its June 14, 2012 answer to the Consolidated Complaint, and now answers as follows:

1) Respondent admits the allegations contained in paragraph 1 through 7 of the Complaint.

2) Answering paragraph 8 of the Complaint, Respondent admits that the practices set forth in paragraphs 1 through 7 of the Complaint, affect commerce within the meaning of Section 2(6) and 7 of the Act.

Dated in Las Vegas, Nevada, this 1 day of November, 2012


Rick D. Roskelley, Esq.
Noel E. Eidsmore, Esq.
Littler Mendelson
3960 Howard Hughes Parkway, #300
Las Vegas, Nevada 89169
Attorney for Respondent
WALLDESIGN, INC.
T: 702-862-8800
F: 702-862-8811



PROOF OF SERVICE

I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the within action. My business address is 3960 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada 89169. On November 1, 2012, I served the within document(s):

WALLDESIGN INC.'S ANSWER TO CONSOLIDATED COMPLAINT

X By **United States Mail** – a true copy of the document(s) listed above for collection and mailing following the firm’s ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Las Vegas, Nevada addressed as set forth below.

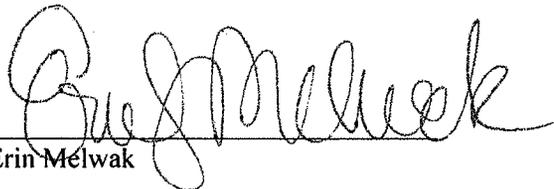
By **Facsimile Transmission** – the transmission was reported as complete and without error. A copy of the transmission report, properly issued by the transmitting machine, is **attached** to the hard copy. The names and facsimile numbers of the person(s) served are as set forth below.

By **Overnight Delivery** – by depositing a true copy of the same enclosed in a sealed envelope, with delivery fees provided for, in an overnight delivery service pick up box or office designated for overnight delivery, and addressed as set forth below.

Larry A. “Tony” Smith
Field Attorney
National Labor Relations Board
600 Las Vegas Blvd., South, Suite 400
Las Vegas, NV 89101-6637

I am readily familiar with the firm's practice of collection and processing correspondence for mailing and for shipping via overnight delivery service. Under that practice it would be deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an overnight delivery service pick-up box or office on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 1, 2012 at Las Vegas, Nevada.


Erin Melwak

Firmwide:115773451.1 071012.1000

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

WALLDESIGN, INC.

and

Cases **28-CA-071847**
28-CA-078200

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159, affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES OF THE UNITED STATES
AND CANADA (IUPAT) AFL-CIO**

ORDER POSTPONING HEARING INDEFINITELY

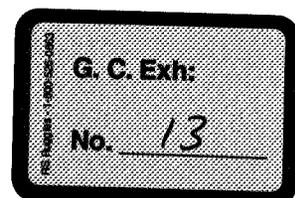
On September 12, 2012, an Order Rescheduling Hearing issued in the above-captioned matter, scheduling a hearing for November 6, 2012. On November 1, 2012, Respondent filed an Answer, admitting the allegations of the Consolidated Complaint. Based on this Answer, Counsel for the Acting General Counsel will file with the Board a Motion for Summary Judgment. Pending the filing of this Motion and the Board's consideration of it,

IT IS ORDERED that the hearing in the above matter, currently scheduled to commence on November 6, 2012, in Las Vegas, Nevada, be, and the same hereby is, postponed indefinitely.

Dated at Phoenix, Arizona, this 2nd day of November 2012.

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WALLDESIGN, INC.

and

INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES DISTRICT
COUNCIL 15, LOCAL 159, affiliated with
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES OF THE UNITED STATES
AND CANADA (IUPAT) AFL-CIO

Cases 28-CA-071847
28-CA-078200

Date of mailing: November 2, 2012

AFFIDAVIT OF SERVICE OF: ORDER POSTPONING HEARING INDEFINITELY

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 electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Garrick A. Hollander, Attorney at Law
Winthrop & Couchot PC
660 Newport Center Drive, Floor 4
Newport Beach, CA 92660-6401
Email: ghollander@winthropcouchot.com

Walldesign, Inc.
2350 SE Bristol Street
Newport Beach, CA 92660-0747

Noel Eidsmore, Attorney at Law
Littler Mendelson, P.C.
3960 Howard Hughes Parkway, Suite 300
Las Vegas, NV 89169
Email: neidsmore@littler.com

David A. Rosenfeld, Attorney at Law
Weinberg, Roger & Rosenfeld
1001 Marina Village Pkwy Ste 200
Alameda, CA 94501-6430
Email: drosenfeld@unioncounsel.net

International Union of Painters and Allied Trades
District 15, Local 159 Affiliated with International
Union of Painters and Allied Trades of the
United States and Canada (IUPAT) AFL-CIO
1701 Whitney Mesa Drive, Suite 105
Henderson, NV 89014-2046

Reporters: Argie Reporting Service

<p>/s/ Iliana Ferrance</p> <p>Subscribed and sworn to before me this 2nd day of November 2012.</p>	<p>DESIGNATED AGENT</p> <p>/s/ Kay Davis</p> <p>NATIONAL LABOR RELATIONS BOARD</p>
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