

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22

ALTURA CONCRETE CORPORATION

and

Case 22-CA-075740

GEORGE PATUNAS, an Individual

ACTING GENERAL COUNSEL'S MOTION FOR DEFAULT JUDGMENT

The Acting General Counsel (General Counsel), based on the facts set forth below and the attached documents, moves, pursuant to Section 102.24 of the National Labor Relations Board's Rules and Regulations (the Board's Rules), that the National Labor Relations Board (the Board) issue a Decision and Order, containing findings of fact and conclusions of law in accordance with the Section 8(a)(1) and (3) allegations of the Reissued Complaint in the above-captioned case (Reissued Complaint), attached hereto as Exhibit 1A, and ordering Altura Concrete Corporation (Respondent), to fully remedy the unfair labor practices found, and granting such other, further relief as may be proper in the circumstances.

In support of this Motion, the General Counsel shows and alleges that:

1. On March 2, 2012, George Patunas, an Individual (Charging Party) filed the charge in this case, a copy of which is attached hereto, and marked as Exhibit 1, alleging that Respondent engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. (the Act).
2. Upon the charge described above in paragraph 1, on May 10, 2012, the Regional Director, pursuant to Section 10(b) of the Act and Sections 102.15 of the Board's Rules, issued a

Complaint and Notice of Hearing (Complaint), a copy of which is attached hereto and marked as Exhibit 2. On May 22, 2012, Respondent filed with the Regional Director its Answer to the Consolidated Complaint.

3. On August 1, 2012, the Regional Director approved a bilateral informal Settlement Agreement and Notice to Employees (Settlement Agreement), a copy of which is attached hereto and marked as Exhibit 3, as a resolution to the allegations in the Complaint.

4. The Settlement Agreement contains a provision entitled "Performance," requiring immediate compliance with the Settlement Agreement's terms, and the following provision addressing the event of Respondent's non-compliance with the terms of the Settlement Agreement:

The Charged Party agrees that in case of non-compliance with any of the terms of the Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on May 10, 2012, in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon the Charged Party/Respondent at the last address provided to the General Counsel.

5. On August 30, 2012, the Regional Director, by regular mail and FAX transmittal, notified Respondent's counsel that Respondent, by not sending to the Regional Office: (1) a signed and dated Notice to Employees along with a certification of posting; (2) a check payable to the Charging Party for the back pay and interest specified in the Settlement Agreement; and, (3) a benefit fund contribution check on behalf of the Charging Party payable to the District

Council of Ironworkers Benefit Fund in the amount specified in the Settlement Agreement, Respondent was in non-compliance with the Settlement Agreement. A copy of that letter is attached hereto as Exhibit 4.

6. Pursuant to the performance provision of the Settlement Agreement referred to above in paragraph 4, on December 17, 2012, the General Counsel, by the Regional Director, reissued the Complaint, referred to above as the Reissued Complaint, based upon the allegations set forth in the charge referred to above in paragraph 1.

7. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Complaint/Reissued Complaint. The Settlement Agreement unequivocally sets forth that the only issue Respondent may raise before the Board is whether Respondent has defaulted on the terms of the Settlement Agreement. The Board has explicitly approved such a provision and found it enforceable. *Insulation Maintenance & Contracting, LLC*, 357 NLRB No. 50 (2011); *Chicago Parking Company*, 356 NLRB No. 72 (2011). Respondent is being afforded the opportunity to raise before the Board any issues with respect to its default.

8. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, the Board may issue an order providing a full remedy for the violations found as is appropriate to remedy such violations and that a U.S. Court of Appeals Judgment may be entered enforcing the Board order. As a result of Respondent's default, General Counsel seeks an Order requiring Respondent to fulfill all of its undertakings in the Settlement Agreement. In addition, to make the Charging Party whole, the General Counsel seeks that the Order should require that Respondent reimburse the Charging Party an additional amount of pay equal to the difference in taxes owed upon his receipt of a lump-sum payment and the difference in taxes that would have been owed had there been no discrimination. Further, the

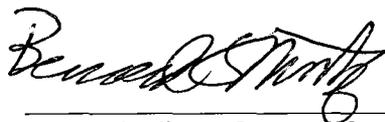
Order should require Respondent to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

In view of the foregoing, the General Counsel respectfully moves that the Board:

- A. Find that Respondent's Answer to the Complaint be considered withdrawn pursuant to the terms of the Settlement Agreement; that Respondent has waived its right to file an answer to the Reissued Complaint under the terms of the Settlement Agreement; that all allegations of the Reissued Complaint be deemed to be true; and that no hearing is necessary regarding the allegations in the Reissued Complaint;
- B. Find that Respondent violated Section 8(a)(1) and (3) of the Act, as alleged in the Reissued Complaint;
- C. Issue a Decision and Order against Respondent containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Reissued Complaint, and provide a full remedy for the unfair labor practices alleged.

December 17, 2012

Respectfully Submitted



Bernard Mintz, Counsel for the
Acting General Counsel
National Labor Relations Board, Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102

Attachments

CERTIFICATE OF SERVICE

I hereby certify that a copy of Counsel for the Acting General Counsel's Motion for Default Judgment in Case 22-CA-075740 was served on the parties on this 17th day of December, 2012 on the following parties:

CERTIFIED MAIL

Tyrone McDonnell, Esq.
Tyrone McDonnell & Associates
302 Dixon Avenue
Paterson, NJ 07501

Regina Hertzig, Esq.
Cleary & Josem
1650 Market Street
1 Liberty Pl., Fl 51
Philadelphia, PA 19103-7200

REGULAR MAIL

Carleen Thessen, President
Altura Concrete
PO Box 58
Little Ferry, NJ 07643-0058

Carleen Thessen, President
Altura Concrete
142 Washington Avenue
Little Ferry, NJ 07643

George Patunas
26 Lincoln Avenue
Hawthorne, NJ 07506-1447

Mike Morris
Local 45, Ironworkers
558 Newark Avenue
Jersey City, NJ 07306-1357

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Altura Concrete Corporation

Case 22-CA-075740

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were members of Ironworkers Local 45 and were employed at any time since February 29, 2012 at the Employer's jobsite at 14th and Water Streets in Jersey City, New Jersey. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay.

George Patunas- Backpay -\$5,686.16; Interest- \$50.87; Benefit Fund Contributions, including interest - \$6,019.97

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case, and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a

Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

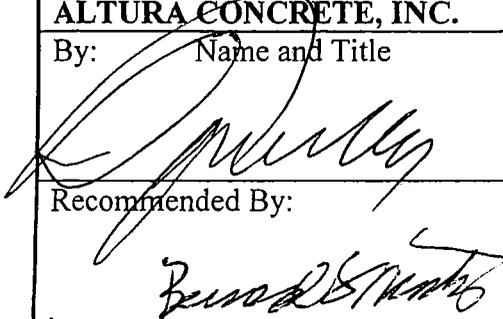
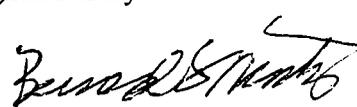
AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes TPM Initials No _____ Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on May 10, 2012 in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party ALTURA CONCRETE, INC.		Charging Party GEORGE PATUNAS	
By: Name and Title 	Date 7/10/12	By: Name and Title George Patunas	Date 7-10-12
Recommended By: 	Date 7/23/12	Approved By: J. Michael Foytner Regional Director, Region	Date 8-1-12

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fire employees or refuse to hire applicants for employment because of their union membership or support.

WE WILL pay George Patunas for the wages and other benefits he lost because we fired him.

WE WILL remove from our files all references to the discharge of George Patunas and **WE WILL** notify him in writing that this has been done and that the discharge will not be used against him in any way.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

ALTURA CONCRETE, INC.

(Employer)

Dated: _____
(Representative)

By: 
(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent of the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone: 973-645-2100

Hours of Operation: 8:30 AM to 5:00 PM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
22-CA-075740	3/2/12

INSTRUCTIONS:

File an original together with four copies and a copy for each additional charged party named in Item 1 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 Altura Concrete, Inc.	b. Number of workers employed 60
c. Address (street, city, state, ZIP code) P O. Box 58 Little Ferry NJ 07643	d. Employer Representative Phil Miller, Owner
	e. Telephone No 201-575-5579 Fax No.
f. Type of Establishment (factory, mine, wholesaler, etc.) Contractor	g. Identify principal product or service commercial construction
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) 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) Since on or about March 1, 2012, it, through its officers, agents and representatives discharged George Patunas because of his membership and activities on behalf of Local 45, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, and since said time has refused to reemploy him.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) George Patunas	
4a. Address (street and number, city, state, and ZIP code) 26 Lincoln Ave., Hawthorne, NJ 07506	4b. Telephone No 201-450-4396 Fax No.
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u>George Patunas</u> (signature of representative of person making charge)	<u>George Patunas, An individual</u> (Print/type name and title or office, if any)
(fax) _____	
Address (see above) _____	_____ March 2, 2012 (Telephone No) (date)

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

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigations. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

ALTURA CONCRETE CORPORATION

and

Case 22-CA-075740

GEORGE PATUNAS, an Individual

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing, which is based on a charge filed by George Patunas, an Individual, ("Patunas" or "Charging Party"), is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C Sec. 151 et. seq. ("the Act"), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board ("the Board"), and alleges that Altura Concrete, Inc., herein called by its correct legal name, Altura Concrete Corporation ("Respondent"), has violated the Act by engaging in the following unfair labor practices:

1. The charge in this proceeding was filed by Patunas on March 2, 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 Little Ferry, New Jersey, herein called Respondent's Little Ferry facility, and has been a concrete contractor in the construction industry performing concrete services for commercial buildings, educational institutions and/or retail concerns throughout the state of New Jersey.

EXHIBIT 2

(b) During the period of time described in paragraph 2(a), Respondent purchased and received at its Little Ferry facility goods valued in excess of \$50,000 from firms located within the State of New Jersey which in turn, purchased those goods directly from outside of the State of New Jersey.

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

4. At all material times, Local 455, Ironworkers ("the Union") has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, Phillip Miller, Respondent's Construction Manager, has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

6. About February 29, 2012, Respondent, by its Construction Manager, Phillip Miller, discharged its employee, George Patunas.

7. Respondent engaged in the conduct described above in paragraph 6, because Patunas, assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

8. By the conduct described above in paragraphs 6 and 7, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization, in violation of Section 8(a)(1) and (3) of the Act.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 6 through 8, the Acting General Counsel seeks an order requiring reimbursement 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.

The Acting General Counsel further seeks, as part of the remedy for the allegations in paragraphs 6 through 8, that 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 the complaint. The answer must be received by this office on or before May 24, 2012, or postmarked on or before May 23, 2012. 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 <http://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 Standard Time) on the due date for filing, a

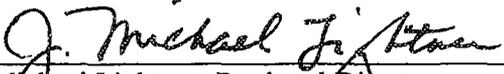
failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Sections 102.21. If an answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer needs to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-Filing rules require that such answer containing the required signature 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 the 27th day of June, 2012 at 9:30 a.m. in the Veterans Administration Building, 20 Washington Place, 5th Floor, Newark, New Jersey 07102, 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 has 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 Newark, New Jersey, this 10th day of May, 2012.



J. Michael Lightner, Regional Director
National Labor Relations Board, Region 22
20 Washington Place, 5th Floor
Newark, NJ 07102

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Altura Concrete Corporation

Case 22-CA-075740

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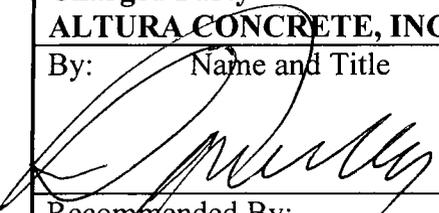
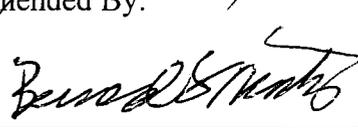
AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes TM Initials No _____ Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

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Charged Party ALTURA CONCRETE, INC.		Charging Party GEORGE PATUNAS	
By: Name and Title 	Date 7/10/12	By: Name and Title George Patunas	Date 7-10-12
Recommended By: 	Date 7/23/12	Approved By: J. Michael Fichten Regional Director, Region	Date 8-1-12



(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fire employees or refuse to hire applicants for employment because of their union membership or support.

WE WILL pay George Patunas for the wages and other benefits he lost because we fired him.

WE WILL remove from our files all references to the discharge of George Patunas and **WE WILL** notify him in writing that this has been done and that the discharge will not be used against him in any way.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

ALTURA CONCRETE, INC.

(Employer)

Dated: _____
(Representative)

By: 
(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent of the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Telephone: 973-645-2100

Hours of Operation: 8:30 AM to 5:00 PM

MODE = MEMORY TRANSMISSION START=AUG-30 14:21 END=AUG-30 14:27

FILE NO.=535

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	2	919737826587	002/002	00:01:24

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United States Government
NATIONAL LABOR RELATIONS BOARD

Region 22
20 Washington Place, 5th Floor
Newark, NJ 07102-3115
Telephone: 973-645-2100

August 30, 2012
Fax transmittal 973-782-6587

Tyrone McDonnell, Esq.
Tyrone McDonnell & Associates
302 Dixon Ave
Paterson, NJ 07501

Re: Altura Concrete Corporation
Case 22-CA-075740

Dear Mr. McDonnell:

On August 1, 2012, the Settlement Agreement in the above case was approved. By letter dated August 8, 2012, Acting Regional Director Balzano set forth the steps necessary for compliance. Notices to Employees and a Certification of Posting form were mailed to your client with a copy to your office.

The settlement agreement requires your client, Altura Concrete Corporation, to sign and date the Notice to Employees and send a signed copy, along with the certification of posting to this office within one week. We have not received the signed and dated Notice or a copy of the posting certification.

In addition, the Settlement Agreement further provided that Altura Concrete Corporation, would make George Patunas whole for his loss of earnings as a result of his discharge. The backpay check payable to George Patunas for \$5,686.16 as well as his interest check of \$50.87 without deductions and the benefit contribution check on behalf of George Patunas payable to District Council Ironworkers Benefit Fund were to be received in this office within 14 days, no later than August 22, 2012. To date, no backpay or interest checks have been received. Compliance Officer Collette Sarro has advised me that she contacted your office by phone on August 23, August 28 and August 29, leaving messages on your answering machine. In addition, she emailed you on August 23 and August 27 without response.

The terms of the Settlement Agreement state that the Employer agrees that in cases of non-compliance with any of the terms of the Settlement Agreement, after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Employer, the Regional Director will reissue the complaint previously issued on May 10, 2012 in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the compliant. The Employer understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its



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Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of the Settlement Agreement. The Board, may then, without the necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Employer on all issues raised by the pleadings. The Board may then issue an order providing a fully remedy for the violations found as is appropriate to remedy such violations. The parties further agreed that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon the Employer at the last address provided to the General Counsel. Unless we receive a signed and dated Notices to Employees, Certification of Posting and the backpay check of \$5,686.16, interest check of \$50.87, benefit fund contributions including interest of \$6,019.97 in this office by September 13, 2012, I intend to revoke this Settlement Agreement and reissue the complaint in this matter without further notice to you or your client. If you wish to discuss this matter, please contact Compliance Officer Sarro at (973) 645-3784.

Very truly yours,


J. Michael Lightner
Regional Director

