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**Supreme Hauling Enterprises, Inc. d/b/a Supreme Trucking Co.; and its alter egos and Successors, D.T.J. Trucking, Inc. and D.L.M. Trucking Corp. and Milverton Watson and Local 282, International Brotherhood of Teamsters AFL-CIO, Party to the Contract.** Case 29-CA-18950

July 27, 1999

SUPPLEMENTAL DECISION AND ORDER

BY MEMBERS LIEBMAN, HURTGEN, AND BRAME

On April 29, 1996, the National Labor Relations Board issued a Decision and Order,<sup>1</sup> inter alia, ordering Respondent Supreme Hauling Enterprises, Inc. d/b/a Supreme Trucking Co. (Respondent Supreme) to make whole its unit employee Milverton Watson for loss of earnings and other benefits resulting from his discharge in violation of the National Labor Relations Act.

A controversy having arisen over the amount of backpay due the discriminatee, on April 30, 1999, the Regional Director for Region 29 issued a compliance specification and notice of hearing alleging that at all times material, the Respondents Supreme, D.T.J. Trucking, Inc. (D.T.J.), and D.L.M. Trucking Corp. (D.L.M.) have been or were affiliated businesses with common ownership and financial control, common management, inter-related operations, and with a common labor relations policy, and have conducted their operations as a single integrated enterprise and as a single employer, and that at all times Respondents D.T.J. and D.L.M. have been or were the alter egos of, and successors to, Respondent Supreme. The compliance specification also alleges that the Respondents are each jointly and severally liable to comply with the terms of the Board Order. Finally, the compliance specification alleges the amount due under the Board's Order, and notifies the Respondents that they should file timely answers complying with the Board's Rules and Regulations. Although properly served with copies of the compliance specification, the Respondents failed to file an answer.<sup>2</sup>

By letters dated June 9, 1999, the Region advised each of the Respondents that unless an appropriate answer was filed by June 17, 1999, summary judgment would be sought. None of the Respondents filed an answer.

<sup>1</sup> 321 NLRB No. 5, enforced by unpublished decision, No. 96-4138 (2d Cir. Oct. 22, 1996).

<sup>2</sup> Although a copy of the compliance specification was served by certified mail on each of the Respondents, each refused to accept service. The Respondents' failure or refusal to claim certified mail or to provide for receiving appropriate service cannot serve to defeat the purposes of the Act. See *Michigan Expediting Service*, 282 NLRB 210 fn. 6 (1986). A copy of the compliance specification was also served on each Respondent by regular mail, and by personal service, and these copies were not returned.

On June 28, 1999, the General Counsel filed with the Board a motion for summary judgment, with exhibits attached. On June 30, 1999, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondents again filed no response. The allegations in the motion and in the compliance specification are therefore undisputed.

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

Ruling on the Motion for Summary Judgment

Section 102.56(a) of the Board's Rules and Regulations provides that the Respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) of the Board's Rules and Regulations states:

If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate.

According to the uncontroverted allegations of the motion for summary judgment, the Respondents, despite having been advised of the filing requirements, have failed to file an answer to the compliance specification. In the absence of good cause for the Respondents' failure to file an answer, we deem the allegations in the compliance specification to be admitted as true, and grant the General Counsel's motion for summary judgment. Accordingly, we conclude that the net backpay due the discriminatee is as stated in the compliance specification and we will order payment by the Respondents of said amounts to the discriminatee, plus interest accrued on said amounts to the date of payment.

ORDER

The National Labor Relations Board orders that the Respondents, Supreme Hauling Enterprises, Inc. d/b/a Supreme Trucking Co.; and its alter egos and successors, D.T.J. Trucking, Inc. and D.L.M. Trucking Corp., Staten Island, New York, their officers, agents, successors, and assigns, shall make whole Milverton Watson, by paying him the amounts set forth below, plus any additional net backpay which may accrue in the absence of a valid offer of reinstatement, plus interest to be computed in the manner set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), accrued to the date of such payment, minus tax withholdings required by Federal and state laws, and by making contributions on his behalf to the Local 282 Pension Fund and the Local 282 Annuity Fund

in the amounts set forth below, plus applicable interest accrued to the date of such contributions:<sup>3</sup>

Backpay	\$156,600.75
Pension Fund Contribution	\$28,701.35
Annuity Fund Contribution	\$43,059.32
Total	\$228,361.42

Dated, Washington, D.C. July 27, 1999

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Wilma B. Liebman, Member

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Peter J. Hurtgen, Member

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J. Robert Brame III, Member

<sup>3</sup> In addition, the Respondents must make whole Watson by payment of any medical expense reimbursement which is due. As noted in the compliance specification, incomplete records preclude computation of these amounts at this time, and claims for these amounts will be made at a later date upon receipt of additional information.

(SEAL) NATIONAL LABOR RELATIONS BOARD