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Quality Color Graphics, Inc. and American Heatset East Printing, Inc. and Local One-L, Amalgamated Lithographers of America, Graphic Communications International Union, AFL-CIO and Local 72, National Organization of Industrial Trade Unions, Party in Interest and Quality Color Graphics, Inc. and American Heatset East Printing, Inc. and Local One-L, Amalgamated Lithographers of America, Graphic Communications International Union, AFL-CIO, Local 72, National Organization of Industrial Trade Unions, Party in Interest. Cases 29-CA-23263, 29-CA-23301, 29-CA-23136, and 29-CA-23164

July 29, 2002

SUPPLEMENTAL DECISION AND ORDER

BY MEMBERS LIEBMAN, COWEN, AND BARTLETT

The General Counsel seeks summary judgment in this case on the ground that the Respondents (hereafter referred to as the Respondent) have failed to file an answer to the compliance specification.

On April 12 and 28, 2000, the Board issued Decision and Orders,¹ inter alia, ordering the Respondent to make whole certain of its unit employees for loss of earnings and other benefits resulting from the Respondent's discrimination against the employees and the Respondent's failure to abide by the terms and conditions of its collective-bargaining agreement with the Union, in violation of the Act.² A controversy having arisen over the amount of backpay due William Santiago, the medical expenses and medical credits due unit employees, contributions due pension funds, and dues and assessments owed to the Union, the Regional Director issued a compliance specification and notice of hearing on October 31, 2001, alleging the amounts due under the Board's Order, and notifying the Respondent that it should file a timely answer complying with the Board's Rules and Regulations. Although properly served with a copy of the compliance specification, the Respondent failed to file an answer.

¹ 330 NLRB No. 173 (April 12, 2000) in Cases 29-CA-23136 and 29-CA-23164, and 330 NLRB No. 195 (April 28, 2000) in Cases 29-CA-23263 and 29-CA-23301. (Decisions not included in bound volumes.)

² On December 12, 2000, the United States Court of Appeals for the Second Circuit entered its judgments enforcing both Board Orders. Nos 00-4219 and 00-4220.

By letter dated January 9, 2002, counsel for the General Counsel advised the Respondent that no answer to the compliance specification had been received and that unless an appropriate answer was filed within 21 days of service of the compliance specification, summary judgment would be sought. The Respondent filed no answer.

On January 31, 2002, the General Counsel filed with the Board a Motion for Summary Judgment, with exhibits attached. On February 5, 2002, 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 Respondent 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 Respondent, despite having been advised of the filing requirements, has failed to file an answer to the compliance specification.³ In the absence of good cause for the Respondent's 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 amounts due to William

³ A copy of the compliance specification was sent to the Respondent's attorney by certified mail and to the Respondent's last known address by certified and regular mail. The Respondent's counsel received the compliance specification, but the Respondent's copy was returned as undeliverable with a stamp indicating that the Respondent had moved and left no forwarding address. In addition, a copy of the compliance specification was attached to the January 9, 2002 letter sent by the General Counsel by certified and regular mail to the home of the Respondent's president, Paul Pappas, and by regular mail to the Respondent's attorney. We find service sufficient in these circumstances. It is well established that the failure to provide for receiving appropriate service cannot serve to defeat the purposes of the Act. See *National Automatic Sprinklers*, 307 NLRB 481 fn. 1 (1992); and *Michigan Expediting Service*, 282 NLRB 210 fn. 6 (1986).

DECISIONS OF THE NATIONAL LABOR RELATIONS BOARD

Santiago, the unit discriminatees, the pension funds, and the Union are as stated in the compliance specification, and we will order payment by the Respondent of those amounts to the individuals and entities named in the specification, plus interest accrued on those amounts to the date of payment.

ORDER

The National Labor Relations Board orders that the Respondent, Quality Color Graphics, Inc. and American Heatset East Printing, Inc., Bohemia, New York, its officers, agents, successors, and assigns, shall make whole the employees, funds, and Union named below, by paying them the amounts following their names, plus interest and minus the tax withholding from Santiago's backpay, as required by Federal, State, and local laws:

	Backpay	Medical Expenses	Medical Credits
Santiago	\$29,491.27	\$5,325.35	\$ 300.00
Columbo	\$ 0.00	\$ 0.00	\$ 705.00
Monza	\$ 0.00	\$ 0.00	\$ 705.00
Passalaqua	\$ 0.00	\$ 0.00	\$ 690.00
Total	\$29,491.27	\$5,325.35	\$2,400.00

	Pension Funds	Dues/ Assessments
Santiago	\$ 4,160.62	\$ 499.75
Columbo	\$ 5,446.02	\$1,459.69
Herrera	\$ 290.77	\$ 82.69
Monza	\$ 3,564.42	\$ 794.97
Passalaqua	\$ 5,255.25	\$1,420.91
Total	\$18,717.08	\$4,258.01

Dated, Washington, D.C. July 29, 2002

Wilma B. Liebman, Member

William B. Cowen, Member

Michael J. Bartlett, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD