Whitney Stores, Inc., d/b/a Treasure City, Inc.; D. W. Jewelry Co., Inc., d/b/a Costume Jewelry of Texas, Inc.; DeKoven Drug Co.; Toyz of Oak Cliff, Inc.; J. L. Marsh, Inc.; Millinery Stores, Inc. of Tennessee; Morton Shoe Stores, Inc.; National Hardgoods Distributors, Inc., d/b/a Hardgoods Distributors of Oak Cliff, Inc.; Schuman Auto Supply, Inc.; and Unishops, Inc.[1] *and* Retail Clerks Union, Local No. 368 chartered by Retail Clerks International Association, AFL–CIO. Case 16–CA–4976

September 26, 1973

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING AND KENNEDY

Upon charges filed on November 2, 1972, and January 8, 1973, by Retail Clerks Union, Local No. 368 chartered by Retail Clerks International Association, AFL–CIO, herein called the Union, and duly served on Whitney Stores, Inc., d/b/a Treasure City, Inc.; D. W. Jewelry Co., Inc., d/b/a Costume Jewelry of Texas, Inc.; DeKoven Drug Co.; Toyz of Oak Cliff, Inc.; J. L. Marsh, Inc.; Millinery Stores, Inc. of Tennessee; Morton Shoe Stores, Inc.; National Hardgoods Distributors, Inc., d/b/a Hardgoods Distributors of Oak Cliff, Inc.; Shuman Auto Supply, Inc.; and Unishops, Inc., herein collectively called the Respondents, the General Counsel of the National Labor Relations Board, by the Regional Director for Region 16, issued a complaint on January 31, 1973, against Respondents, alleging that Respondents had engaged in and were engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the National Labor Relations Act, as amended. Copies of the charge, complaint, and notice of hearing before an Administrative Law Judge were duly served on the parties to this proceeding.

With respect to the unfair labor practices, the complaint alleges in substance that on October 4, 1972, following Board elections in Cases 16–RC–5880 and 16–RC–5993 through 5997 the Union was duly certified as the exclusive collective-bargaining representative of Respondents' employees in the unit found appropriate;[2] and that, commencing on or about October 18, 1972, and at all times thereafter, Respondents have refused, and continue to date to refuse, to bargain collectively with the Union as the exclusive bargaining representative, although the Union has requested and is requesting them to do so. Thereafter, Respondents filed their answer to the complaint admitting in part, and denying in part, the allegations in the complaint, and setting up certain affirmative defenses.

On February 26, 1973, counsel for the General Counsel filed directly with the Board a Motion for Summary Judgment. On March 5, 1973, Respondents filed opposition and, on March 7, 1973, counsel for the General Counsel filed a response.

On March 16, 1973, counsel for the General Counsel filed a motion to amend the complaint in certain particulars and, on April 2, 1973, Respondent Whitney filed its amended answer and defenses.[3] On April 11, 1973, the Board issued an order transferring the proceeding to the Board and a Notice To Show Cause why the General Counsel's Motion for Summary Judgment should not be granted. Respondent Whitney thereafter filed a statement as a response to the Notice To Show Cause.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Upon the entire record in this proceeding, the Board makes the following:

Ruling on the Motion for Summary Judgment

In opposition to the General Counsel's Motion for Summary Judgment, Respondents raise five various defenses, certain of which relate to the underlying representation cases, and others of which pertain to the instant proceeding.

First, the Respondents contend that the Board erred in its underlying unit determination. Our review of the representation case records reveals that Respondent Whitney is engaged in the discount department store business. Whitney and the licensees named in the caption together operate Whitney's Oak Cliff store in Dallas, Texas. In its petition in Case 16–

[1] Thoreson Sales Company, Inc., which became a Whitney licensee after Respondent Toyz of Oak Cliff, Inc., had vacated the premises, moved to intervene, to deny the General Counsel's Motion for Summary Judgment, and to delay the proceedings herein, pending a hearing as to whether its employees are covered by the Union's certifications herein. Respondent Whitney supported Thoreson's motion. Counsel for the General Counsel argues that Thoreson is a successor to Toyz whose status is best left for the compliance stage of the proceeding. We agree. While we hereby grant Thoreson's motion to intervene on the basis of a colorable claim of interest, we deny its motion in all other respects and leave Thoreson's status to compliance.

[2] Official notice is taken of the record in the representation proceeding, Cases 16–RC–5880 and 16–RC–5993 through 5997, as the term "record" is defined in Secs. 102 68 and 102.69(f) of the Board's Rules and Regulations, Series 8, as amended. See *LTV Electrosystems, Inc.*, 166 NLRB 938, enfd. 388 F.2d 683 (C.A. 4, 1968); *Golden Age Beverage Co.*, 167 NLRB 151, enfd. 415 F.2d 26 (C.A. 5, 1969); *Intertype Co.* v. *Penello*, 269 F.Supp. 573 (D.C. Va., 1967); *Follett Corp.*, 164 NLRB 378, enfd. 397 F.2d 91 (C.A. 7, 1968); Sec. 9(d) of the NLRA.

[3] In the absence of objection to the motion to amend the complaint, the motion is granted.

RC–5880, the Union sought a unit limited to the Oak Cliff store, but including employees of the licensees. Respondent Whitney, on the other hand, contended that the appropriate unit must include all of Whitney's stores in the Dallas-Fort Worth area, but must exclude employees of the licensees. After hearing on March 28, 1972, the Regional Director issued his Decision and Direction of Election, in which he found that a unit limited to Oak Cliff was appropriate, and that, inasmuch as the license agreements between Whitney and certain of the licensees, including Toyz, demonstrated that Whitney controlled their labor relations policies, Whitney and such licensees were joint employers and the employees of these licensees were appropriately included in the same unit with the employees of Whitney. As to the remaining licensees, however, the Regional Director found that the record was insufficient to demonstrate their joint-employer status, and, accordingly, he dismissed the petition as to them. Respondent Whitney then filed a request for review which the Board denied on April 20, 1972, as raising no substantial issues warranting review.

Thereafter, on April 21, 1972, the Regional Director conducted an election in which 30 of 32 eligible voters cast their ballots, 25 of them for, and 5 against, the Union. On June 20, 1972, the Regional Director issued his Supplemental Decision and Certification of Representative, in which he overruled certain objections made by Respondent Whitney. Whitney again filed a request for review, which, in addition, reraised issues concerning the appropriate unit. The Board denied the request for review on July 19, 1972, as raising no substantial issues warranting review.

In the meantime, on April 26, 1972, in Cases 16–RC–5993 through 16–RC–5997, the Union filed separate petitions for the employees of the remaining five licensees. After a hearing, on August 18, 1972, the Regional Director issued his Decision and Direction of Election, in which he found that these licensees had, *since the close of the hearing in Case 16–RC–5880,* executed license agreements which gave Whitney control over their labor relations policies and that the five licensees and Whitney were joint employers of the employees of these licensees. He found that these employees should properly be included in the unit found appropriate in Case 16–RC–5880 and, accordingly, he directed a self-determination election in a single voting group of all the employees of the five licensees. Whitney and these licensees filed requests for review, which the Board denied on September 12, 1972, as raising no substantial issues warranting review. On the same date, an election was conducted in which, of approximately 11 eligible voters, 8 cast ballots for, and none against, the Union and 3 were challenged. On October 2, 1972, the Regional Director issued his certification that the Union might bargain for the employees in the voting group as part of the unit it already represented. It thus appears that the Respondents' unit defense relates to issues raised and decided in the representation case proceedings.

In their second defense, the Respondents contend that the Board violated the proscription of Section 9(c)(3) by holding two elections in 1 year. We find no merit in this contention as the Board has held that the proscription of Section 9(c)(3) is not violated where the second election is held among a group of employees who did not participate in the first election,[4] and, in particular, where the second election involves a voting group which had not been given the opportunity to be represented as part of the unit involved in the first election.[5] This, too, is an issue which could have been raised in the underlying representation case.

It is well settled that in the absence of newly discovered or previously unavailable evidence or special circumstances a respondent in a proceeding alleging a violation of Section 8(a)(5) is not entitled to relitigate issues which were or could have been litigated in a prior representation proceeding.[6]

The aforesaid two issues raised by the Respondents in this proceeding were or could have been litigated in the prior representation proceeding, and the Respondents do not offer to adduce at a hearing any newly discovered or previously unavailable evidence, nor do they allege that any special circumstances exist herein which would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondents have not raised a representation case issue which is properly litigable in this unfair labor practice proceeding.

In their third defense, the Respondents allege that since January 1973 the Union has picketed other Whitney stores with signs stating that Respondents refuse to bargain with the Union and are "therefore in violation of federal labor laws." We are unable to perceive how such picketing is inconsistent with either the Union's interest in representing the employees of the Oak Cliff store as a separate unit or with the Board's determination that such unit is appropriate.[7]

Fourthly, Respondents contend that the General Counsel has not established that the Union demanded bargaining and that the Respondents refused to do so. In his Motion for Summary Judgment, counsel for the General Counsel attached the following exhibits: (1) a letter dated October 4, 1972, from the Union to

[4] See, for example, *Thiokol Chemical Corporation, Redstone Division,* 123 NLRB 888.

[5] *Anheuser-Busch, Inc.,* 125 NLRB 556; *Ravenna Arsenal, Inc.,* 100 NLRB 1129; *Modern Heat & Fuel Company,* 89 NLRB 1345.

[6] See *Pittsburgh Plate Glass Co.* v. *N.L.R.B.,* 313 U.S. 146, 162 (1941); Rules and Regulations of the Board, Secs. 102.67(f) and 102.69(c).

[7] See *Ramey's Supermarket,* 204 NLRB No. 164.

Respondents' attorney, which states, *inter alia,* "[T]his will serve as written notification . . . of our purpose to meet with you for the purpose of negotiating an agreement. . . ." (2) a letter dated October 18, 1972, from Whitney to the Union which denied the claims presented in the Union's October 4, 1972, letter. As the authenticity of the exhibits has now been admitted [8] and as the contents clearly demonstrate a request and refusal to bargain, we deem the allegations of the complaint concerning the demand and the refusal to be admitted and true and so found.[9]

Finally, the Respondents attack the Board's summary judgment procedures as depriving them of due process without the holding of an evidentiary hearing. We disagree. It is well established that where no substantial and material issues of fact and law are presented, no hearing is warranted or required and the use of summary judgment procedures, which the Board has frequently utilized, is warranted and proper.[10]

As we find all the Respondents' defenses lacking in merit, we shall reject them and, accordingly, grant the Motion for Summary Judgment.

On the basis of the entire record, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENTS

Respondent Whitney Stores, Inc., d/b/a Treasure City, Inc., is, and has been at all times material hereto, a corporation duly organized under and existing by virtue of the laws of the State of New York, having an office and place of business in Dallas, Texas, and is now, and has been at all times material herein, engaged in the operation of retail stores in the Dallas and Fort Worth, Texas, area. Respondent Oak Cliff store, number 1043, located at 807 Lancaster, Dallas, Texas, is the only store involved in this proceeding.

The Oak Cliff store, number 1043 of Respondent Whitney Stores, Inc., d/b/a Treasure City, Inc., is a general discount department store. Departments within the store are leased to licensees D. W. Jewelry Co., Inc., d/b/a Costume Jewelry of Texas, Inc.; DeKoven Drug Co.; Toyz of Oak Cliff, Inc.; J. L. Marsh, Inc.; Millinery Stores, Inc. of Tennessee; Morton Shoe Stores, Inc.; National Hardgoods Distributors, Inc., d/b/a Hardgoods Distributors of Oak Cliff, Inc.; Schuman Auto Supply, Inc.; and Unishops, Inc.

Under the agreements entered into between Whitney Stores, Inc., d/b/a Treasure City, Inc., and the licensees, Treasure City may enter into a labor relations contract covering the entire store which will be binding upon the licensees. Respondents formulate and administer a common labor policy for the aforenamed companies, affecting the employees of said companies.

Respondents, during the past 12 months, which period is representative of all times material herein, have received in excess of $500,000 for the retail sale of goods and services and have made purchases of goods valued in excess of $50,000 from States other than the State of Texas.

We find, on the basis of the foregoing, that Respondents are and have been at all times material herein, joint employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

II THE LABOR ORGANIZATION INVOLVED

Retail Clerks Union, Local No. 368 chartered by Retail Clerks International Association, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *The Representation Proceeding*

1. The unit

The following employees of the Respondents constitute a unit appropriate for collective-bargaining purposes within the meaning of Section 9(b) of the Act:

> All selling and nonselling employees of Whitney Stores, Inc., d/b/a Treasure City, Inc.; D. W. Jewelry Co., Inc., d/b/a Costume Jewelry of Texas, Inc.; DeKoven Drug Co.; Toyz of Oak Cliff, Inc.; J. L. Marsh, Inc.; Millinery Stores, Inc. of Tennessee; Morton Shoe Stores, Inc.; National Hardgoods Distributors, Inc., d/b/a Hardgood Distributors of Oak Cliff, Inc.; Schu-

[8] In their statement opposing the Motion for Summary Judgment, Respondents make the bald contention that the above-described exhibits "can only properly be admitted into this case before an Administrative [Law] Judge . . ." and deny the Respondents admitted facts which would permit summary judgment. In addition, Respondents assert that counsel for the General Counsel had failed to annex copies of the exhibits, in true form, to the Motion for Summary Judgment. In his response, counsel for the General Counsel states that Respondents' attorney had subsequently advised him that they are true copies. Neither in the opposition to the Board's Notice To Show Cause nor at any other time thereafter did the Respondents dispute the assertion that they received the exhibits nor did they controvert the contents thereof.

[9] *Farah Manufacturing Company, Inc.,* 203 NLRB No. 78; *Schwartz Brothers, Inc. and District Records, Inc,* 195 NLRB 93.

[10] *Modine Manufacturing Company,* 203 NLRB No. 77; *Reeves-Bowman, Division of Cyclops Corporation,* 194 NLRB 155, and cases cited in fns. 3 and 4 thereof.

man Auto Supply, Inc.; and Unishops, Inc., at the Oak Cliff store, 807 Lancaster, Dallas, Texas, including the sign printer (Adkison) and regular part-time employees, exclusive of casual employees, watchmen, guards, store manager, assistant managers, department managers, manager trainees, head bookkeeper, head cashier, and supervisors as defined in the Act.

2. The certifications

On April 21 and September 12, 1972, a majority of the employees of Respondents in said unit, in secret ballot elections conducted under the supervision of the Regional Director for Region 16, designated the Union as their representative for the purpose of collective bargaining with the Respondents. The Union was certified as the collective-bargaining representative of the employees in said unit on June 20 and October 2, 1972, and the Union continues to be such exclusive representative within the meaning of Section 9(a) of the Act.

B. *The Request To Bargain and Respondents' Refusal*

Commencing on or about October 4, 1972, and at all times thereafter, the Union has requested the Respondents to bargain collectively with it as the exclusive collective-bargaining representative of all the employees in the above-described unit. Commencing on or about October 18, 1972, and continuing at all times thereafter to date, the Respondents have refused, and continue to refuse, to recognize and bargain with the Union as the exclusive representative for collective bargaining of all employees in said unit.

Accordingly, we find that the Respondents have, since October 18, 1972, and at all times thereafter, refused to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit, and that, by such refusal, Respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondents set forth in section III, above, occurring in connection with their operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act, we shall order that they cease and desist therefrom, and, upon request, bargain collectively with the Union as the exclusive representative of all employees in the appropriate unit, and, if an understanding is reached, embody such understanding in a signed agreement.

In order to insure that the employees in the appropriate unit will be accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of certification as beginning on the date Respondents commence to bargain in good faith with the Union as the recognized bargaining representative in the appropriate unit. See *Mar-Jac Poultry Company, Inc.,* 136 NLRB 785; *Commerce Company d/b/a Lamar Hotel,* 140 NLRB 226, 229, enfd. 328 F.2d 600 (C.A. 5), cert. denied 379 U.S. 817; *Burnett Construction Company,* 149 NLRB 1419, 1421, enfd. 350 F.2d 57 (C.A. 10).

The Board, upon the basis of the foregoing facts and the entire record, makes the following:

CONCLUSIONS OF LAW

1. Whitney Stores, Inc., d/b/a Treasure City, Inc.; D. W. Jewelry Co., Inc., d/b/a Costume Jewelry of Texas, Inc.; DeKoven Drug Co.; Toyz of Oak Cliff, Inc.; J. L. Marsh, Inc.; Millinery Stores, Inc. of Tennessee; Morton Shoe Stores, Inc.; National Hardgoods Distributors, Inc. d/b/a Hardgood Distributors of Oak Cliff, Inc.; Schuman Auto Supply, Inc.; and Unishops, Inc., are employers engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Retail Clerks Union, Local No. 368 chartered by Retail Clerks International Association, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. All selling and nonselling employees of Whitney Stores, Inc., d/b/a Treasure City, Inc.; D. W. Jewelry Co., Inc., d/b/a Costume Jewelry of Texas, Inc.; DeKoven Drug Co.; Toyz of Oak Cliff, Inc.; J. L. Marsh, Inc.; Millinery Stores, Inc. of Tennessee; Morton Shoe Stores, Inc.; National Hardgoods Distributors, Inc., d/b/a Hardgood Distributors of Oak Cliff, Inc.; Schuman Auto Supply, Inc.; and Unishops, Inc., at the Oak Cliff store, 807 Lancaster, Dallas, Texas, including the sign printer (Adkison) and regular part-time employees, exclusive of casual employees, watchmen, guards, store manager, assistant managers, department managers, manager trainees, head bookkeeper, head cashier, and supervisors as

defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Since October 2, 1972, the above-named labor organization has been and now is the certified and exclusive representative of all employees in the aforesaid appropriate unit for the purpose of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing on or about October 18, 1972, and at all times thereafter, to bargain collectively with the above-named labor organization as the exclusive bargaining representative of all the employees of Respondents in the appropriate unit, Respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By the aforesaid refusal to bargain, Respondents have interfered with, restrained, and coerced, and are interfering with, restraining, and coercing, employees in the exercise of the rights guaranteed to them in Section 7 of the Act, and thereby have engaged in and are engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondents, Whitney Stores, Inc., d/b/a Treasure City, Inc.; D. W. Jewelry Co., Inc., d/b/a Costume Jewelry of Texas, Inc.; DeKoven Drug Co.; Toyz of Oak Cliff, Inc.; J. L. Marsh, Inc.; Millinery Stores, Inc. of Tennessee; Morton Shoe Stores, Inc.; National Hardgoods Distributors, Inc., d/b/a Hardgood Distributors of Oak Cliff, Inc.; Schuman Auto Supply, Inc.; and Unishops, Inc., their officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with Retail Clerks Union, Local No. 368 chartered by Retail Clerks International Association, AFL–CIO, as the exclusive bargaining representative of its employees in the following appropriate unit:

> All selling and nonselling employees of Whitney Stores, Inc., d/b/a Treasure City, Inc.; D. W. Jewelry Co., Inc., d/b/a Costume Jewelry of Texas, Inc.; DeKoven Drug Co.; Toyz of Oak Cliff, Inc.; J. L. Marsh, Inc.; Millinery Stores, Inc. of Tennessee; Morton Shoe Stores, Inc.; National Hardgoods Distributors, Inc., d/b/a Hardgood Distributors of Oak Cliff, Inc.; Schuman Auto Supply, Inc.; and Unishops, Inc., at the Oak Cliff store, 807 Lancaster, Dallas, Texas, including the sign printer (Adkison) and regular part-time employees, exclusive of casual employees, watchmen, guards, store manager, assistant managers, department managers, manager trainees, head bookkeeper, head cashier, and supervisors as defined in the Act.

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

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain with the above-named labor organization as the exclusive representative of all employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement.

(b) Post at the Oak Cliff store, 807 Lancaster, Dallas, Texas, copies of the attached notice marked "Appendix." [11] Copies of said notice, on forms provided by the Regional Director for Region 16, after being duly signed by Respondents' representative, shall be posted by Respondents immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 16, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

[11] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT refuse to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with Retail

Clerks Union, Local No. 368 chartered by Retail Clerks International Association, AFL–CIO, as the exclusive representative of the employees in the bargaining unit described below.

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

WE WILL, upon request, bargain with the above-named Union, as the exclusive representative of all employees in the bargaining unit described below, with respect to rates of pay, wages, hours, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All selling and nonselling employees of the Employers at the Oak Cliff store, 807 Lancaster, Dallas, Texas, including the sign printer (Adkison) and regular part-time employees, exclusive of casual employees, watchmen, guards, store manager, assistant managers, department managers, manager trainees, head bookkeeper, head cashier, and supervisors as defined in the Act.

WHITNEY STORES, INC., d/b/a TREASURE CITY, INC.; D. W. JEWELRY CO., INC., d/b/a COSTUME JEWELRY OF TEXAS, INC.; DE-KOVEN DRUG CO.; TOYZ OF OAK CLIFF, INC.; J. L. MARSH, INC.; MILLINERY STORES, INC. OF TENNESSEE; MORTON SHOE STORES, INC.; NATIONAL HARDGOODS DISTRIBUTORS, INC., d/b/a HARDGOOD DISTRIBUTORS OF OAK CLIFF, INC.; SCHUMAN AUTO SUPPLY, INC.; and UNISHOPS, INC. (Employers)

Dated By
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Federal Office Building, Room 8–A–24, 819 Taylor Street, Fort Worth, Texas 76102, Telephone 817–334–2921.