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**Infusion Management Group d/b/a The Signature Room at the 95th and The Signature Lounge at The 96th and Richard J. Roman, Party in Interest, and Estate of Nick N. Pyknis, Party in Interest, and UNITE HERE Local 1.** Case 13–CA–328071

June 1, 2026

ORDER DENYING MOTION

BY CHAIRMAN MURPHY AND MEMBERS PROUTY  
AND MAYER

The General Counsel seeks a default judgment in this case on the ground that Infusion Management Group d/b/a The Signature Room at the 95th and The Signature Lounge at the 96th (Infusion) has failed to file an answer to the complaint.<sup>1</sup> The Union filed a charge on October 16, 2023, alleging that the Respondent violated Section 8(a)(5) and (1) of the Act by closing and laying off unit employees without affording UNITE HERE Local 1 (the Union) an opportunity to bargain regarding the effects of this decision. On December 5, 2025, the General Counsel issued a consolidated complaint and compliance specification against the Respondent and two unnamed parties in interest based on that charge. On December 31, 2025, Richard J. Roman (Roman) filed an answer to the consolidated complaint and compliance specification. On January 21, 2026,<sup>2</sup> the General Counsel issued an amended consolidated complaint and compliance specification against Infusion, Roman as a party in interest, and the Estate of Nick N. Pyknis (Pyknis Estate) as a party in interest. On February 9, Roman filed an amended answer (“answer”). Neither Infusion nor the Pyknis Estate has filed an answer.

Roman’s answer states that it was filed on his behalf “based on their knowledge of the operations of Infusion,” but not on behalf of Infusion or the Pyknis Estate; Roman asserts that neither entity exists. Infusion was dissolved by the Illinois Secretary of State in January 2025. Pyknis died while this case was pending in the Region; Roman states that there is no estate for Pyknis. In his answer, Roman denied that there is a basis on which the Board can assert jurisdiction; denied that he was an owner of Infusion; and denied that Infusion failed to give the Union an opportunity to bargain regarding the effects of its closure. Roman pled that Infusion and the Union met and

bargained over the effects of the closure in October 2025. In addition, Roman denied that the General Counsel had used the correct calculations in its backpay specification and pled alternative calculations, including alternative hours and rates of pay for each employee. The General Counsel does not assert that Roman’s answer is deficient under the Board’s Rules and Regulations.

On February 24, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment against Infusion. The General Counsel asserts that default judgment is appropriate in this case because Infusion failed to file an answer. On March 19, 2026, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted.

On April 2, Roman filed a response to the Notice to Show Cause. Despite the denial in his answer, Roman maintains that he was an officer of Infusion and, in that capacity, could be liable for compliance with any Board order issued against Infusion. For this reason, Roman maintains that he is entitled to a hearing and that a default judgment against Infusion would violate his due process rights. Further, Roman argues that as a named party in interest, he is entitled to participate fully in the litigation of this case, including the right to “to appear at [a hearing before an administrative law judge] in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record documentary or other evidence” pursuant to Section 102.38 of the Board’s Rules and Regulations.

On April 9, the General Counsel filed a reply to Roman’s response to the Notice to Show Cause. In her reply, the General Counsel concedes that a judgment issued against Infusion would “impact” Roman in his capacity as an officer.

Ruling on Motion for Default Judgment

Section 102.56(a) of the Board’s Rules and Regulations provides that a respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) provides that if the respondent fails to file an answer to the compliance specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the compliance specification and without further notice to the respondent, find the compliance specification to be true and enter such order as may be appropriate. In addition, the amended complaint and compliance specification affirmatively states that unless an answer is received on or before February 10, the Board may find, pursuant to a

<sup>1</sup> The General Counsel does not seek default judgment against either named party in interest.

<sup>2</sup> Unless otherwise specified, all dates are 2026.

motion for default judgment, that the allegations in the complaint are true. Further, it is undisputed that the Region, by letter dated February 17, advised Infusion that unless an answer was received by March 24, a motion for default judgment would be filed. Roman filed the sole answer to the amended consolidated complaint and compliance specification. Because we find that Roman's status as a named party in interest in this case entitles him to a hearing, we find that his answer precludes the entry of default judgment against Infusion.

The General Counsel chose to name Roman as a party in interest. A Board order issued against Infusion, which would run against Infusion's officers, agents, and assigns—of which Roman is one—would require Roman “to take the steps necessary to effectuate the Board's order and . . . if he [refused] to discharge his duty as an officer to satisfy a court enforced order, including disbursing corporate funds to meet the corporate backpay obligation, he [would risk] punishment for contempt.” *Chef Nathan Sez Eat Here, Inc.*, 201 NLRB 343, 344 fn. 9 (1973). It is precisely because of this potential obligation that Roman was named a party in interest.<sup>3</sup> Issuance of default judgment against Infusion, for which Roman would bear responsibility for compliance, would subject Roman to potential legal obligations without the due process of a hearing.<sup>4</sup> Our reasoning here is similar to cases where the Board has denied default judgment against a nonanswering party based on a timely answer filed by an alleged single employer or alter ego because their liability stems from their status as a single employer or alter ego.<sup>5</sup> While we acknowledge that Roman's potential obligations from a Board Order are more limited than that of a single employer or alter ego, the rationale for providing due process protection is analogous.

Roman's status as a named party in interest entitles him to participate in this litigation and contest Infusion's liability. He is entitled to appear at a hearing, call and examine witnesses, and introduce evidence, as a party under the Board's Rules and Regulations. See *Midwestern Personnel Services*, 331 NLRB 348, 350 (2000) (“The effect of

naming a party as a ‘party-in-interest’ is to confer on that party the due process rights of notice and an opportunity to be heard and the right to present evidence, as set forth in the Board's Rules and Regulations at Section 102.38.”), *enfd.* 322 F.3d 969 (7th Cir. 2003); see also *St. Marys Foundry Co.*, 303 NLRB 1032 (1991) (in which a party in interest was afforded the opportunity to participate fully in a hearing despite the fact that the respondent failed to appear at the hearing).<sup>6</sup> We note that the Board has granted default judgment based on the failure of both a respondent and a party in interest to file an answer.<sup>7</sup> See *Patricia J. Pikus, Inc.*, 307 NLRB No. 127 (1992) (granting default judgement where neither the Respondent or the named party in interest filed an answer to a compliance specification); *Lorain Area Ambulance Co.*, 304 NLRB 1139 (1991) (granting default judgement based on the finding that the answers filed by both the respondent and the party-in-interest were deficient under the Board's Rules and Regulations). Here, however, that is not the case. As noted above, the party-in-interest, against whom any Board order in this proceeding would be applicable in his capacity as an officer of the Respondent, filed an answer to the complaint.

#### ORDER

For the foregoing reasons, it is ordered that the General Counsel's motion for a default judgment is denied. It is further ordered that this proceeding is remanded to the Regional Director for Region 13 for further appropriate action.

Dated, Washington, D.C. June 1, 2026

James R. Murphy,

Chairman

David M. Prouty,

Member

<sup>3</sup> See *Casehandling Manual, Part 1 Unfair Labor Practice Proceedings* Sec. 10264.4(a) (“In drafting complaints, the Regional Office should be aware of the following circumstances in which it may be necessary to name additional parties in the caption of the complaint and serve such parties with all formal documents: (a) *Parties in Interest*: Where the remedy sought would affect an entity not otherwise set forth in the complaint, that entity should be named as a party in interest.”); *Casehandling Manual, Part 3, Compliance Proceedings* Section 10506.2(B) (“If the remedy sought would affect an entity not otherwise named in the complaint, that entity should be added to in the complaint as a party in interest.”).

<sup>4</sup> The General Counsel does not seek to hold Roman personally liable for the alleged backpay and has not pled facts that would support such a finding.

<sup>5</sup> See *Metro Demolition Co.*, 348 NLRB 272, 272 (2006) (declining “to enter default judgment against a nonanswering respondent in circumstances where its alleged liability was derivative and stemmed from its alleged status as a single employer with (or alter ego of) another respondent who filed a timely answer.”); see also *D2 Abatement, Inc.*, 363 NLRB No. 153 (2016) (finding that an answer by an alleged alter ego precluded summary judgment against a nonanswering party where its liability stemmed from its status as an alter ego).

<sup>6</sup> To protect Roman's due process, we deny Roman's request to dismiss the complaint against him. See *Midwestern Personnel Services*, 331 NLRB at 350 (declining to dismiss a party in interest from a case in order to preserve the party's rights conferred by its status as a party in interest).

INFUSION MANAGEMENT GROUP D/B/A THE SIGNATURE ROOM AT THE 95TH AND THE SIGNATURE LOUNGE AT THE 96TH<sup>3</sup>  
AND RICHARD J. ROMAN, AND ESTATE OF NICK N. PYKNIS

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Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD