Statesville Painting and Maintenance LLC *and* International Union of Painters and Allied Trades (IUPAT), District Council 53. Cases 10–CA–325878, 10–CA–326205, 10–CA–326416, 10–CA–326419, 10–CA–326788, 10–CA–327491, 10–CA–327504, 10–CA–327515, 10–CA–327939, and 10–CA–329676

July 27, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

The General Counsel seeks a default judgment in this case on the grounds that Statesville Painting and Maintenance LLC (the Respondent) has failed to file a timely answer to the consolidated complaint. Upon charges filed by International Union of Painters and Allied Trades (IUPAT), District Council 53 (the Union) between September 15, 2023, and November 8, 2023, the General Counsel issued an Order consolidating cases, consolidated complaint and notice of hearing against the Respondent, alleging that it has violated Section 8(a)(1), (3), and (5) of the Act. Although properly served copies of the charges and consolidated complaint, the Respondent did not file an answer to the complaint within the 14-day time period set forth in Section 102.20 of the Board's Rules and Regulations.

On April 13, 2026, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment.[1] On April 17, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. A response to the Notice to Show Cause was due on May 1. On May 1, the Respondent filed a motion for leave to file answer to consolidated complaint out of time, which the General Counsel opposed. On the same date, the Union also filed a reply in support of the General Counsel's motion for default judgment.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively states that unless an answer is received on or before March 9, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. The undisputed allegations in the General Counsel's motion for default judgment and opposition to the Respondent's motion disclose the following: (1) the Respondent was aware of the complaint both because of proper service via the Agency's e-filing service and because, before withdrawing representation on February 23, the Respondent's counsel shared a copy of the complaint with the Respondent and explained the answer requirement; (2) during a March 4 phone call regarding the case, the Region reminded the Respondent of the upcoming answer deadline; and (3) by letter dated March 10, the Region advised the Respondent that it had not received an answer and that its failure to file and serve its answer by March 17 would result in the General Counsel filing a motion for default judgment. Notwithstanding these reminders and extension of time, the Respondent failed to request an extension of time or file an answer by the deadline.

The evidence appended to the General Counsel's opposition further shows that, on April 13, shortly after the Region served the Respondent with a copy of the motion for default judgment, the Respondent attempted to file its answer with the Region by email. The Region promptly responded, advising the Respondent of the Board's Rules and Regulations regarding the answer and the requirements for filing a late answer. Eighteen days later, the Respondent filed its motion for leave to file out of time.

First, we note that the Respondent did not file an answer to the complaint or request an extension of time to file an answer by the March 9 or 17 deadlines, despite its receipt of the complaint on February 23 and speaking with the Region on March 4. It did not file its motion for leave to file its answer out of time until May 1, 52 days after the answer was due and 17 days after the General Counsel filed her motion for default judgment. The Respondent's "failure to promptly request an extension of time to file an answer is a factor demonstrating lack of good cause." *Day & Zimmerman Services*, 325 NLRB 1046, 1047 (1998); see also *V. Garofalo Carting*, 362 NLRB 1369, 1369 (2015); *Dong-A Daily North*, 332 NLRB 15, 16 (2000).

Moreover, the Respondent's unsupported assertions of medical incapacity are insufficient to demonstrate good cause. The Respondent asserts that Vincent Brown Sr. is the sole person responsible for receiving, opening, and acting upon legal correspondence. In June 2025, he underwent two surgical procedures to treat a lower-extremity injury and then spent 2 months in a rehabilitation facility and 2 months with home health care. On October 21, 2025, Brown had eye surgery; 2 days later, a doctor at an

[1] All dates hereinafter refer to 2026 unless otherwise noted.

orthopedic trauma facility told him that he "should remain out of work until re-evaluation"; and he was not cleared to work again until April 10, 2026, when a podiatrist confirmed he was "medically restricted to non-weight-bearing activity only." Even if true, these assertions do not justify the Respondent's failure to request an extension of time before the March 9 deadline. See *O. R. Cooper & Son*, 225 NLRB 1255, 1–1256 (1976) (no good cause shown where respondent's sole owner and operator allegedly "in various states of incapacitation" after a car accident); *Ancorp Naional Services, Inc.*, 202 NLRB 513, 514 (1973) (no good cause found where complaint inadvertently filed away and no answer filed because of VP's "serious illness and consequent absence from the office"). See also *U.S. Telefactors Corp.*, 293 NLRB 567, 567 (1989) (attorney's illness did not excuse failure to request extension of time to file answer); *D.V. Copying & Printing*, 250 NLRB 45, 46 (1980) (finding that counsel's claim of illness would have warranted an extension of time but is not good cause for a late filing when raised after the fact). An employer cannot vest its obligations under the National Labor Relations Act in a single employee and then be absolved of the effects of failing to meet those obligations because that one employee has been beleaguered by personal problems. *Carmody, Inc.*, 327 NLRB 1230, 1231 (1999).

Furthermore, it appears that the Respondent was conducting business during this time. On February 23, prior to his withdrawal, the Respondent's attorney spoke with Brown about the case, and on March 4, Brown spoke with the Region about the case. Notwithstanding the Respondent's assertion that his operations were "materially curtailed during this period," evidence appended to the General Counsel's opposition to the Respondent's motion for leave to file out of time demonstrates that Brown remained actively involved in other legal matters. On March 16, just one week after the Respondent's answer was due, his attorney in a case in the United States District Court for the District of Maryland filed a motion to withdraw as counsel that included an affidavit signed by the Respondent on February 2, stating that he was "prepared to proceed with the defense of this litigation without legal counsel" and to be "solely responsible for [a]ll filings and documents submitted to the Court" and compliance with all other rules and appearances required for the litigation.[2] Collectively, the Respondent's actions fail to demonstrate good cause for its failure to file a timely answer or request an extension of time.

In the absence of good cause being shown, we reject the answer filed on May 1 as untimely and deem the allegations of the complaint to be admitted as true. However, even assuming that the complaint allegations are true, we do not find that the Respondent violated the Act by calling the Union "good for nothing." It is well settled that "an employer may criticize, disparage, or denigrate a union without running afoul of Section 8(a)(1), provided that its expression of opinion does not threaten employees or otherwise interfere with the Section 7 rights of employees." *Children's Center for Behavioral Development*, 347 NLRB 35, 35 (2006); see also *Trailmobile Trailer, LLC*, 343 NLRB 95, 95 (2004) (finding that "flip and intemperate" remarks intended to make fun of union representatives did not violate the Act) (internal citation omitted). Here, the bare facts alleged in the complaint regarding contemporaneous unfair labor practices are not, on their face, sufficient to convert the Respondent's remark into an unlawful threat. See *Richfield Hospitality, Inc.*, 369 NLRB No. 111, slip op. at 4–5 (2020).

Accordingly, we grant the General Counsel's Motion for Default Judgment in all other respects but do not find that statement violated the Act.[3]

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a North Carolina limited liability company with an office and place of business in Danville, Virginia, where it is engaged in providing painting services.

In conducting its operations described above, the Respondent annually purchased and received goods valued in excess of $50,000 directly from sources located outside the Commonwealth of Virginia.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. We further find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Vincent Brown, Sr.	–	Owner
Vincent Brown, Jr.	–	Supervisor

At various times in September and October 2023, for the purpose of providing English/Spanish interpretation

[2] See *Gulf Coast Rebar, Inc.*, 365 NLRB 1287, 1291 fn. 3 (2017) (taking administrative notice of federal court filings).

[3] Because we rejected the Respondent's motion for lack of good cause, we need not address the General Counsel's argument regarding the timeliness of the Respondent's motion for leave to file out of time.

between the Respondent and its employees, Lead Painters Balvina Servin and Jessica Mendoza, have been agents of the Respondent within the meaning of Section 2(13) of the Act.

1. About summer 2023, the Respondent, by Vincent Brown, Sr., at the White Mill job site in Danville, Virginia, invited employees to quit and threatened employees with discharge in response to their raising concerns regarding overtime.

2. About August 14, 2023, the Respondent, by Vincent Brown Sr., and Vincent Brown, Jr., at the White Mill job site in Danville, Virginia, told employees that they were prohibited from wearing union apparel.

3. About September 12, 2023, the Respondent, by Vincent Brown, Sr., at the Respondent's Danville, Virginia office made coercive statements, including:

3.(a) Informing employees that it would be futile to select the Union as their bargaining representative by asserting that he was not going to let the Union into the company and that as the owner he was the only one who made decisions;

3.(b) Creating an impression among its employees that their union activities were under surveillance by the Respondent by telling employees he knew which employees supported the Union;

3.(c) Inviting employees to quit and threatening employees with discharge and other unspecified reprisals if they selected the Union as their bargaining representative;

3.(d) Promising employees improved benefits and improved terms and conditions of employment including free meals and continued availability of work that it claimed the Union could not provide if employees rejected the Union as their bargaining representative;

4. About September 13, 2023, the Respondent, by Vincent Brown, Sr., at the George Washington High School in Danville, Virginia, made coercive statements including:

4.(a) Informing employees that it would be futile to select the Union as their bargaining representative by asserting that he would not let the Union into the company regardless of how employees voted and that only the Respondent could provide them with jobs;

4.(b) Threatening employees with discharge and other unspecified reprisals if they selected the Union as their bargaining representative;

4.(c) Creating an impression among its employees that their union activities were under surveillance by the Respondent by telling employees he knew which employees were in the Union and which were not.

5. About September 13 and October 2, 2023, the Respondent, by Vincent Brown, Sr., increased benefits by giving free meals and bonuses to employees.

6. About October 2, 2023, the Respondent, by Vincent Brown, Sr., at the George Washington High School in Danville, Virginia, threatened employees with discharge and other unspecified reprisals if they selected the Union as their bargaining representative.

7. About October 5, 2023, the Respondent, by Vincent Brown, Sr., outside of the Respondent's Danville, Virginia office, interrogated employees about their union activities.

8.(a) About August 14, 2023, the Respondent discharged its employees Jhon Peralta and Ariela Veras Severino.

(b) About August 17, 2023, the Respondent rehired Ariela Veras Severino.

(c) About August 17, 2023, the Respondent discharged its employee Yadin IsraEl.

9. About October 12, 2023, the Respondent laid off its employees Ariela Veras Severino, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix.

10. The Respondent engaged in the conduct described above in paragraphs 5, 8(a), 8(c), and 9 because its employees supported and assisted the Union, engaged in concerted activities, and to discourage employees from engaging in these activities.

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

> All full time and regular part time painters employed at the Employer's facility at 709 Industrial Avenue, Danville, Virginia, but excluding all other employees, office clerical employees, professional employees, managers, guards, and supervisors as defined by the Act.

11.(b) From about June 27 through August 10, 2023, a majority of the Respondent's employees in the unit designated the Union as their exclusive collective-bargaining representative for purposes of collective-bargaining by signing authorization cards.

11. (c) On August 28, 2023, the Union, by filing a Certification of Representative Petition (Petition) in Case 10–RC–324707, requested that the Respondent recognize it as the exclusive collective-bargaining representative of the unit. A copy of the Petition was served, via overnight mail, on the Respondent by the Union.

11. (d) On October 5, 2023, a manual election was held pursuant to the Petition filed in paragraph 11(c).

11.(e) On October 5, 2023, the tally of ballots prepared at the conclusion of the election showed that, of the approximately 22 eligible voters, 7 were cast for, and 9 were cast against the Union, with 8 challenged ballots. The challenges were sufficient in number to affect the results.

11.(f) The serious and substantial unfair labor practice conduct described above in paragraphs 1-10 undermined the validity of the election process conducted pursuant to the Petition such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair rerun election. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be protected better by issuance of a bargaining order pursuant to *NLRB v. Gissel Packing Co*., 395 U.S. 575 (1969).

11.(g) The allegations described above in paragraphs 1-10 requesting the issuance of a bargaining order are supported by, among other things:

> (i) Vincent Brown, Sr. is a high-ranking supervisor responsible for the discriminatory conduct described above in paragraphs 1-10.
>
> (ii) the conduct described above in paragraphs 1-10 has not been retracted.
>
> (iii) the conduct described above in paragraphs 1-10 was directed at an overwhelming majority of the employees in the unit described above in paragraph 11(a) and an overwhelming majority of employees learned or were likely to learn of the conduct.
>
> (iv) the conduct described above in paragraphs 1-10 followed immediately on the heels of the Respondent's knowledge of the Union's campaign.
>
> (v) Prior to the Respondent's conduct described above in paragraphs 2-8, the Union enjoyed a majority support of the unit.
>
> (vi) There is substantial likelihood of recidivism on the Respondent's part given that Respondent continued to engage in unfair labor practices after the October 5, 2023, election for union representation.
>
> (vii) There are approximately 22 employees in the unit described above in paragraph 11(a).

11.(h) At all times since about August 28, 2023, based on the Respondent's conduct alleged in the consolidated complaint and on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

11.(i) At all times since about August 28, 2023, the Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the unit.

CONCLUSION OF LAW

By the conduct described above in paragraphs 1-7, the Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act. By the conduct described above in paragraphs 5, 8(a), 8(c), and 9, the 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)(3) and (1) of the Act. By the conduct described above in paragraph 11(i), the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(3) and (1) by discharging and/or laying off Jhon Peralta, Ariela Veras Severino, and Yadin IsraEl and by later laying off Ariela Veras Severino, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix, we shall order the Respondent to offer Peralta, Severino, IsraEl, Gonzales Mercado, Rodriguez Mercado, Cabral, and Felix full reinstatement to their former jobs or, if those jobs no longer exists, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed; to expunge any reference to their layoffs from its files and records; and to notify them, in writing, that it has done so and that the layoffs will not be used against them in any way.

We shall also order that the Respondent make Peralta, Severino, IsraEl, Gonzales Mercado, Rodriguez Mercado, Cabral, and Felix whole, with interest, for any loss of earnings and other benefits suffered as a result of the unlawful layoffs. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with our decision in *King Soopers, Inc.*, 364 NLRB 1153 (2016), enfd. in relevant part 859 F.3d 23 (D.C. Cir. 2017), we shall also order the Respondent to compensate Peralta, Severino, IsraEl, Gonzales Mercado, Rodriguez Mercado, Cabral, and Felix for their search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. In addition, in accordance with our decision in *Thryv, Inc.*, 372 NLRB No. 22 (2022), vacated in part on other grounds 102 F.4th 727 (5th Cir. 2024), the Respondent shall compensate Peralta, Severino, IsraEl, Gonzales Mercado, Rodriguez Mercado, Cabral, and Felix for any other direct or foreseeable pecuniary harms incurred as a result of the unlawful layoffs, regardless of whether these expenses exceed interim earnings.[4] Compensation for these harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons,* supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

Further, we shall order the Respondent to compensate Peralta, Severino, IsraEl, Gonzales Mercado, Rodriguez Mercado, Cabral, and Felix for the adverse tax consequences, if any, of receiving lump-sum backpay awards and to file a report with the Regional Director for Region 13 allocating the backpay awards to the appropriate calendar year(s) for each employee. *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). In addition to the backpay allocation report, we shall order the Respondent to file with the Regional Director for Region 10 a copy of Peralta, Severino, IsraEl, Gonzales Mercado, Rodriguez Mercado, Cabral, and Felix's corresponding W-2 forms reflecting the backpay awards. *Cascades Containerboard Packaging—Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021). The interest on backpay runs to the date of payment and should be computed at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

The Respondent shall be required to post the notice to employees in the Respondent's facility in English and Spanish in all places where notices to employees are customarily posted for 60 days and to electronically distribute the notice to employees, if the Respondent customarily communicates with employees by such means.[5] The Respondent shall also be required to read the remedial notice in English and Spanish so that employees "will fully perceive that the Respondent and its managers are bound by the requirements of the Act." *Federated Logistics & O-erations*, 340 NLRB 255, 258 (2003), review denied 400 F.3d 920 (D.C. Cir. 2005). The Board has found a notice-reading remedy appropriate where the employer's violations are so numerous and serious that a reading of the notice is warranted to dissipate the chilling effect of the violations on employees' willingness to exercise their Section 7 rights. See, e.g., *David Saxe Productions, LLC and V Theater Group, LLC*, 370 NLRB No. 103, slip op. at 6 (2021); *Postal Service*, 339 NLRB 1162, 1163 (2003). The Respondent's serious and pervasive unfair labor practices meet this standard.[6] For these same reasons, we find that a notice mailing is warranted.

Finally, the complaint alleges that the Respondent's unfair labor practices are so "serious and substantial" that they "undermine[] the validity of the election process . . . such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair rerun election." The complaint further alleges that, "on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be protected better by issuance of a bargaining order." In accord with the complaint, we find that a bargaining order is warranted in this case under the principles set forth in *NLRB v. Gissel Packing Co.*, 395 U.S. 575 (1969). Accord *Stevens Creek Chrysler Jeep Dodge,* 357 NLRB 633 (2011) (finding *Gissel* bargaining order appropriate in light of 8(a)(3) discharge and additional 8(a)(1) violations including threats of job loss and wage increases), enfd. sub nom. *Mathew Enterprise, Inc. v. NLRB*, 498 Fed. Appx. 45 (D.C. Cir. 2012); *MZ Movers, Inc.,* 330 NLRB 309, 310–312 (1999) (granting *Gissel* bargaining order where the unanswered complaint alleged sufficient facts to assess the pervasiveness of unfair labor practices).

ORDER

The National Labor Relations Board orders that the Respondent, Statesville Painting and Maintenance LLC, Danville, Virginia, its officers, agents, and representatives, shall

1. Cease and desist from

[4] As stated in *Performance Plumbing, LLC,* 374 NLRB No. 48, slip op. at 2 fn. 2 (2026), and *Lodi Volunteer Ambulance Rescue Squad, Inc.*, 374 NLRB No. 26, slip op. at 3 fn. 3 (2026), Chairman Murphy and Member Mayer find no need at this time to express an opinion whether the novel remedies announced by the Board majority in *Thryv* are permissible under the Act. They would be open to reconsideration of that precedent in a future proceeding, but in the absence of a three-member majority to overrule it at this time, they agree to apply *Thryv*.

[5] As the complaint alleges that the Respondent has utilized two of its employees as agents within the meaning of Sec. 2(13) of the Act to provide English and Spanish interpretation between the Respondent and its employees, we find it appropriate to order the notice posted, mailed, and read in English and Spanish.

[6] For the reasons expressed in his concurrence in *CP Anchorage 2 d/b/a Hilton Anchorage*, 371 NLRB No. 151, slip op. at 9–15 (2022), enfd. 98 F.4th 314 (D.C. Cir. 2024), Member Prouty would make a reading of the notice, accompanied by distribution of the notice at the meeting, a standard remedy for all unfair labor practices found by the Board.

(a) Threatening or impliedly threatening employees by inviting them to quit in response to their having engaged in protected concerted activity.

(b) Threatening employees with discharge for raising concerns regarding overtime.

(c) Prohibiting employees from wearing union apparel.

(d) Threatening employees that selecting a union representative would be futile.

(e) Creating the impression that it is engaged in surveillance of its employees' union or other protected concerted activities.

(f) Threatening employees with discharge and unspecified reprisals if they select the Union as their bargaining representative.

(g) Promising improved terms and conditions of employment to discourage employees from choosing the Union as their bargaining representative.

(h) Granting free meals and bonuses to employees in order to discourage employees from engaging in protected concerted activities.

(i) Coercively interrogating employees about their union activities.

(j) Discharging or laying off employees because they engage in concerted activities or to discourage employees from engaging in these activities.

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

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> All full time and regular part time painters employed at the Employer's facility at 709 Industrial Avenue, Danville, Virginia, but excluding all other employees, office clerical employees, professional employees, managers, guards, and supervisors as defined by the Act.

(b) Within 14 days from the date of this Order, offer Jhon Peralta, Ariela Veras Severino, Yadin IsraEl, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(c) Make Jhon Peralta, Ariela Veras Severino, Yadin IsraEl, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms suffered as a result of their unlawful layoffs, in the manner set forth in the remedy section of this decision.

(d) Compensate the affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay award(s), and file with the Regional Director for Region 10, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar year(s) for each employee.

(e) File with the Regional Director for Region 10, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W-2 form(s) reflecting the backpay award.

(f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of the monetary award due under the terms of this Order.

(g) Within 14 days after service by the Region, post at its Danville, Virginia facility copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent in English and Spanish and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(h) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by

[7] If 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."

the Respondent's authorized representative, copies of the attached notice marked "Appendix" in both English and Spanish to all current and former unit employees employed by the Respondent at its Danville, Virginia facility since August 14, 2023, at their home addresses.

(i) Hold a meeting or meetings at its Danville, Virginia facility during working hours, scheduled to ensure the widest possible attendance of employees, at which the attached Notice to Employees marked "Appendix" will be read to the employees in English and Spanish by Vincent Brown Sr. or an equally responsible management official of the Respondent in the presence of a Board agent and, if International Union of Painters and Allied Trades, District Council 53 (the Union) so desires, a Union representative, or, at the Respondent's option, by a Board agent in the presence of Vincent Brown Sr. or an equally responsible management official of the Respondent, and if the Union so desires, a Union representative.

(j) Within 21 days after service by the Region, file with the Regional Director for Region 10 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. July 27, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

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

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives 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 threaten or impliedly threaten you by inviting you to quit in response to your protected concerted activity.

WE WILL NOT threaten you with discharge for raising concerns about overtime.

WE WILL NOT prohibit you from wearing union apparel.

WE WILL NOT threaten you that selecting a union representative will be futile.

WE WILL NOT create the impression that we are engaged in the surveillance of your union or other protected concerted activities.

WE WILL NOT threaten you with discharge and unspecified reprisals if you select the Union as your bargaining representative.

WE WILL NOT promise improved terms and conditions of employment to discourage you from choosing the Union as your bargaining representative.

WE WILL NOT grant free meals and bonuses to you in order to discourage you from engaging in protected concerted activities.

WE WILL NOT coercively interrogate you about your union activities.

WE WILL NOT discharge you or lay you off because you engage in concerted activities or to discourage you from engaging in concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the International Union of Painters and Allied Trades, District Council 53 (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an agreement is reached, embody the understanding in a signed agreement:

> All full time and regular part time painters employed at the Employer's facility at 709 Industrial Avenue, Danville, Virginia, but excluding all other employees, office clerical employees, professional employees, managers, guards, and supervisors as defined by the Act.

WE WILL, within 14 days from the date of the Board's Order, offer Jhon Peralta, Ariela Veras Severino, Yadin

IsraEl, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Jhon Peralta, Ariela Veras Severino, Yadin IsraEl, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix whole for any loss of earnings and other benefits resulting from their unlawful discharges and/or layoffs, less any net interim earnings, plus interest and WE WILL also make them whole for any other direct or foreseeable pecuniary harms suffered as a result of their unlawful discharges and/or layoffs, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Jhon Peralta, Ariela Veras Severino, Yadin IsraEl, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL, within 21 days of the date the award amount is fixed, either by agreement or Board order, file a report with the Regional Director for Region 10 allocating the backpay awards to the appropriate calendar year(s) for each employee.

WE WILL file with the Regional Director for Region 10, within 21 days of the date the award amount is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Jhon Peralta, Ariela Veras Severino, Yadin IsraEl, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix's corresponding W-2 forms reflecting the backpay award.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to our unlawful discharges and/or layoffs of Jhon Peralta, Ariela Veras Severino, Yadin IsraEl, Yuderqui Gonzales Mercado, Yugeilis Rodriguez Mercado, Jonny Bautista Cabral, and Angelina Felix, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the layoffs will not be used against them in any way.

WE WILL hold a meeting or meetings during working hours and have this notice read to you and your fellow workers in English and Spanish by Vincent Brown Sr. or by an equally high-ranking responsible management official of the Respondent, in the presence of a Board agent and, if International Union of Painters and Allied Trades, District Council 53 (the Union) so desires, a Union representative, or, at the Respondent's option, by a Board agent in the presence of Vincent Brown Sr. or an equally responsible management official of the Respondent, and if the Union so desires, a Union representative.

STATESVILLE PAINTING AND MAINTENANCE LLC

The Board's decision can be found at www.nlrb.gov/case/ 10-CA-325878 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.