Autospa Express, Inc. d/b/a Carwash on Sunset *and* S.G. Investments, Inc. d/b/a Bixby Knolls Car Wash *and* Carwash Workers Organizing Committee, affiliated with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL–CIO. Cases 31–CA–29000, 31–CA–29026, 31–CA–29027, 31–CA–29028, 31–CA–29050, 31–CA–29072, and 31–CA–29081

September 30, 2010

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBERS PEARCE AND HAYES

The General Counsel seeks a default judgment[1] in this case on the ground that the Respondents have failed to file legally sufficient and timely answers to the complaint. On a series of charges filed by the Union,[2] the General Counsel issued a consolidated complaint on July 31, 2009,[3] alleging that Respondent Carwash violated Section 8(a)(1) of the National Labor Relations Act, and that both Respondents violated Section 8(a)(3). Copies of the charges and the complaint were properly served on the Respondents.[4]

By letter dated August 25, the Region advised both Respondent Carwash and Respondent Bixby that it had not received answers to the complaint by the August 14 deadline. The Region further advised the Respondents that, unless answers and explanations of why untimely answers should be accepted were filed by noon on August 31, the Region would file a motion for default judgment.[5]

On August 31, the Region received from Jonathan Kim, a principal of both Respondents, a one-paragraph letter purporting to be an "answer." In the letter Kim stated, "I am denying all this," and asserted that he was out of the country "during that time," that employees who had worked for him were not providing him with information, that he needed more time, and that both Respondents had filed for bankruptcy.

By facsimile and letter dated September 23, the Region explained to Kim that his August 31 letter was not an adequate answer to the complaint because it failed to specifically respond to each factual and legal allegation. The Region's letter also explained that the August 31 letter did not establish good cause for the Region to accept untimely answers from the Respondents. The Region's letter contained a detailed explanation of those requirements, including relevant case authority and a copy of the full text of Sections 102.20, 102.21, 102.22, 102.23, and 102.24 of the Board's Rules and Regulations. The Region did not, however, immediately seek a default judgment.

By letter dated September 24, the Region granted the Respondents' request for more time to file appropriate answers and to explain why those answers should be accepted. The Region notified both Respondents that they had until October 1 to satisfy those requirements or a Motion for Summary Judgment would be filed. The Region's September 24 letter once again explained in detail the shortcomings of Kim's August 31 letter and, in addition, included a copy of the complaint and the full text of the applicable Board Rules.

The Respondents failed to file any further answer.

On October 2, the General Counsel filed a Motion for Default Judgment with the Board. On October 6, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. Neither Respondent filed a re-

[1] The General Counsel's motion requests summary judgment on the ground that each Respondent has failed to file a legally sufficient and timely answer to the complaint. Accordingly, we construe the General Counsel's motion as a motion for default judgment against each Respondent. See *Dunbinclipped, Inc.*, 339 NLRB 1104, 1104 fn. 1 (2003).

[2] The Union filed charges against Respondent AutoSpa Express, Inc. d/b/a Carwash on Sunset (Carwash) in Case 31–CA–29000 on November 17, 2008, and later amended on January 12, March 11, and July 31, 2009; Case 31–CA–29026 filed on December 9, 2008, and later amended on May 22 and June 9, 2009; Case 31–CA–29027 filed on December 9, 2008; Case 31–CA–29028 filed December 9, 2008; Case 31–CA–29050 filed on January 12, 2009, and later amended on May 22 and July 31, 2009; and Case 31–CA–29072 filed on January 28, 2009, and later amended on April 8, 2009. On February 3, 2009, the Union filed the charge in Case 31–CA–29081 against Respondent S.G. Investments, Inc. d/b/a Bixby Knolls Car Wash (Bixby).

[3] All dates are in 2009, unless otherwise indicated.

[4] On August 17, the General Counsel received notice that the complaint had been served upon the former landlord of Respondent Bixby, Two Shells Enterprises, Inc. (Two Shells), and not Bixby. Two Shells provided the General Counsel with the correct address and phone number for Bixby. The address and phone number given for Bixby were the same as those for Respondent Carwash. On August 19, the General Counsel sent, by facsimile and regular mail, an additional copy of the complaint to that address. On August 25, the General Counsel confirmed via phone that the address and phone number provided by Two Shells were correct and that Jonathan Kim was a principal of both Respondents. Subsequently, as described below, Kim responded to the complaint on behalf of both Respondents. Accordingly, regardless of whether the complaint was properly served on Respondent Bixby, there is no doubt that both Respondents received the complaint, and neither Respondent has alleged improper service in any event.

[5] The Region had sent a similar letter to the Respondents' joint address on August 19, setting an August 26 deadline, but that letter did not list Respondent Bixby as an addressee.

sponse to the motion or the Notice to Show Cause. The allegations in the motion are therefore undisputed.

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

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 the date of service of the complaint, unless good cause is shown. In addition, the complaint in this case expressly stated that each Respondent was required to file an answer and that those answers had to be received by the Region by August 14 or postmarked by August 13. Neither Respondent filed an answer or requested an extension of time within that period of time. Further, the undisputed allegations in the motion disclose that the Region, by letter dated August 25, informed the Respondents that it had not received their answers by the complaint's August 14 deadline, and that, unless answers and explanations of why untimely answers should be accepted were filed by noon on August 31, a motion for default judgment would be filed.

As described above, on August 31, the Respondents' principal, Jonathan Kim, submitted a one-paragraph letter in "answer" to the complaint, stating:

> I am denying all this because I was out of the country during that time and the people than [sic] used to work with me they are no cooperate [sic] with information that I a [sic] need I just heard some different histories about what happened and I want to cooperate with you but I need some more time so I can find out all the information than you are regarding. I also filed bankruptcy in both facilities.

The undisputed allegations in the motion for default judgment show that the Region thereafter granted the Respondents' request for additional time, twice explained in detail why their "answer" was inadequate, twice reminded the Respondents of the need to show good cause why untimely answers should be accepted, and provided them with additional copies of the complaint and the full text of the applicable Board Rules. Finally, the Region notified the Respondents that, unless they filed appropriate answers and established good cause why those untimely answers should be accepted by October 1, a motion for default judgment would be filed. The Region received no further response from the Respondents. Similarly, neither Respondent answered the Board's Notice to Show Cause.

At the outset, we recognize that the Respondents do not appear to have legal representation in this proceeding. In determining whether to grant a motion for default judgment on the basis of a respondent's failure to file a sufficient or timely answer, the Board typically shows some leniency toward respondents who proceed without the benefit of counsel. See, e.g., *Clearwater Sprinkler System*, 340 NLRB 435 (2003). Indeed, the Board generally will not preclude a determination on the merits of a complaint if it finds that a pro se respondent has filed a timely answer that can reasonably be construed as denying the substance of the complaint. Id. at 435. The Respondents' lack of representation, however, does not excuse them from their obligation to file appropriate answers. See generally *Newark Symphony Hall*, 323 NLRB 1297 (1997).

We find that the Respondents' August 31 letter does not constitute an acceptable answer under Section 102.20 of the Board's Rules because it fails to respond to the factual or legal allegations of the complaint. The complaint alleges that Respondent Carwash committed widespread violations of the Act by, among other things: reducing employees' hours, transferring employees, depriving employees of tips, discharging and causing the discharge of employees, threatening and interrogating employees, creating the impression that employees' union activity was under surveillance, and soliciting and promising to remedy employees' grievances. The complaint alleges further that Respondent Bixby violated the Act by transferring employees to Respondent Carwash's facility, thereby reducing available hours for Carwash's employees. The Respondents' August 31 letter fails to specifically address any of those allegations, despite the Region's clear instructions on what constitutes an appropriate answer. Therefore, even considering the Respondents' pro se status, the letter is legally insufficient. See *Jet Electric Co.*, 334 NLRB 1059, 1059 (2001) (finding insufficient a pro se respondent's letter stating "I deny all complaints directed against me . . . or my company"); *Eckert Fire Protection Co.*, 329 NLRB 920, 920–921 (1999) (rejecting pro se respondent's memorandum stating "I deny any and all charges referenced above" and "I have closed my business").

Further, even assuming that the Respondents' August 31 letter was otherwise adequate, the Respondents have not established good cause to excuse their failure to file timely answers. The August 31 letter asserted that Kim was out of the country when the alleged unfair labor practices occurred and that he was having difficulty gathering relevant information from former employees. Good cause, however, is not established by the absence of a respondent's agents or by the departure of key employees. See *Dong-A Daily North America, Inc.*, 332 NLRB 15, 15 (2000); *Ancorp National Services*, 202 NLRB 513, 514 (1973). Nor is good cause established

by the Respondents' assertion that they were in bankruptcy. Id. Furthermore, we note that the Region granted the Respondents' request for additional time to file appropriate answers, but they still made no further filings. Last, the Respondents did not respond to the Board's October 6 Notice to Show Cause why the General Counsel's motion should not be granted. Even in pro se cases, a respondent must adequately explain why its answer was not timely filed. See *TNT Logistics North America, Inc.*, 344 NLRB 489, 489 (2005). The Respondents have not done so here.

In sum, the Respondents failed to file any document, timely or untimely, that reasonably could be construed as an answer to the complaint. Accordingly, and in the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondents, corporations with an office and place of business at 5080 Melrose Ave, Los Angeles, California, each have been engaged in the operation of a car wash.

During the 12-month period preceding the issuance of the complaint, a representative period, Respondent Carwash, in conducting its business operations described above, derived gross revenues in excess of $500,000 and purchased and received products, goods, materials, and services valued in excess of $5000 directly from points outside the State of California.

During the past 12 months, Respondent Bixby, in conducting its business operations described above, derived gross revenues in excess of $500,000 and purchased and received products, goods, materials, and services valued in excess of $5000 directly from points outside of the State of California.

We find that the Respondents are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Carwash Workers Organizing Committee, Affiliated with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL–CIO (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 names and have been supervisors of Respondent Carwash within the meaning of Section 2(11) of the Act and its agents within the meaning of Section 2(13) of the Act:

Jonathan Kim	Owner
Sergio _____	Manager
Robert Canul	Manager
Jose Canul	Manager
Seferino Chavez	Assistant Manager

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

Jonathan Kim	Owner
Sergio _____	Manager
Robert Canul	Manager

On about May 20, 2008,[6] Respondent Carwash required employees Cerilo Noriega, Alfredo Pinzon, and Juan Santos to temporarily transfer from its Sunset facility to Respondent Bixby's Long Beach facility (approximately 20 miles away), causing the discharge of employees Pinzon and Santos on May 20. From about May 23 through June 15, Respondent Carwash temporarily transferred employee Noriega to Bixby's Long Beach facility.

On about May 20, Respondent Carwash, by its agents Sergio _____, Robert Canul, and/or Jose Canul, threatened to blacklist employees.

On about the dates set forth below, Respondent Carwash moved the below-named employees to positions that caused a reduction in their tips:

July 28—July 31	Eduardo Gonzalez
July 28—October 13	Cerilo Noriega

Respondent Carwash discontinued distributing tips to employee Custodio Camacho from about August 4 through October 15.

On about the dates set forth below, Respondent Carwash reduced the hours of the below-named employees:

July 25—August 17	Domingo Romero
August 16—August 18	Eduardo Gonzalez
August 4—October 15	Custodio Camacho
August 18—October 13	Cerilo Noriega

By that action, Respondent Carwash caused the discharge of employees Romero and Gonzalez in mid-August.

From about July 28 through October 13, Respondent Carwash assigned less desirable duties to employee Cerilo Noriega.

From about mid-August through October 31, Respondent Bixby temporarily transferred employees from its Long Beach facility to Respondent Carwash's Sunset

[6] From this point forward, all dates are 2008, unless stated otherwise.

facility, thereby reducing the hours of available work for employees at the Sunset facility.

On about August 23, Respondent Carwash discharged a new female cashier employee whose name is not known.

On about October 13, Respondent Carwash discharged employee Cerilo Noriega.

On about October 15, Respondent Carwash discharged employee Custodio Camacho.

Respondent Carwash, through its agent Seferino Chavez, engaged in the following conduct in the yard at the Sunset facility: on about July 21 and August 4, interrogated employees about which employees were involved in the Union; on about July 28, interrogated an employee about his/her involvement in the Union and about the involvement of other employees; on about August 16, threatened to call a Government immigration agency because of a belief that employees were involved in the Union; and on about August 23, interrogated an employee about the location of union meetings.

Respondent Carwash, through its agent Jose Canul, engaged in the following conduct at the Sunset facility: on about July 25, in the yard and in the parking lot, interrogated employees about which employees were involved in the Union; on about August 17, threatened an employee with unspecified reprisals because of a belief that the employee was involved in the Union; on about August 6 and during the week of August 4 or August 11, in the office, interrogated employees about the union activities of employees; on about August 6, in the office, created an impression among its employees that their union activities were under surveillance by Respondent Carwash; and in about the third week of August, in the yard, interrogated an employee about the union activities of employees.

Respondent Carwash, through its agent Robert Canul, engaged in the following conduct on about July 25, in the office: solicited employee complaints and grievances and promised an employee increased benefits and improved terms and conditions of employment if the employee refrained from supporting the Union; interrogated an employee about the union activities of employees; threatened an employee with reduced work hours because of a belief that employees were involved in the Union; and engaged in surveillance of employees by asking an employee to report to him the union activities of employees.

Respondent Carwash, through its agent Sergio ____, engaged in the following conduct: in about the last week of August, in the reception area, interrogated an employee about the union activities of employees and engaged in surveillance of employees by asking an employee to report to him the union activities of employees; and, in about mid-October, in the reception area, interrogated an employee about the union activities of employees.

Respondent Carwash, by its agents Sergio ____, Jose Canul, and/or Seferino Chavez, engaged in the following conduct in the office at the Sunset facility: on about August 23, interrogated an employee about the union activities of employees and threatened an employee with the closure of the Sunset facility because of a belief that employees were involved in the Union.

Respondent Carwash engaged in the conduct described above because it believed its employees had formed, joined, and/or assisted the Union and/or engaged in protected concerted activities, and to discourage employees from engaging in those activities. Respondent Bixby engaged in the conduct described above because it believed Respondent Carwash's employees had formed, joined, and/or assisted the Union and/or engaged in protected concerted activities, and to discourage employees from engaging in those activities.

CONCLUSIONS OF LAW

1. Respondent Carwash has been discriminating in regard to 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: moving employees Gonzalez and Noriega to positions that caused a reduction in their tips, discontinuing distributing tips to employee Camacho, reducing the hours of employees Romero, Gonzalez, Camacho, and Noriega, thereby causing the discharge of employees Romero and Gonzalez, assigning less desirable duties to employee Noriega, temporarily transferring employees to the Sunset facility from Respondent Bixby's Long Beach facility, and discharging a new female cashier employee and employees Noriega and Camacho.

2. Further, Respondent Carwash has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act, in violation of Section 8(a)(1) of the Act, by, in addition to the conduct described above: requiring employees Noriega, Pinzon, and Santos to temporarily transfer to Respondent Bixby's facility, thereby causing the discharge of employees Pinzon and Santos; interrogating employees about their union activities and the union activities of other employees; threatening to blacklist employees, report employees to Government immigration agencies, reduce employees' hours, and close its Sunset facility; engaging in surveillance of employees' union activities and creating the impression that those activities were under surveillance; and soliciting employee griev-

ances and promising improved terms and conditions of employment if employees refrained from supporting the Union.

3. Respondent Bixby has been discriminating in regard to hire or tenure or terms or conditions of employment of Respondent Carwash's employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act, by temporarily transferring employees from its Long Beach facility to Respondent Carwash's Sunset facility, thereby reducing the work hours of Respondent Carwash's employees. By that conduct, Respondent Bixby has also been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

4. Both Respondents' unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, we shall order them to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Specifically, having found that Respondent Carwash unlawfully discharged or caused the discharge of an unnamed female cashier employee and employees Romero, Gonzalez, Noriega, Camacho, Santos, and Pinzon, we shall order Respondent Carwash to offer those employees full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. Further, we shall order Respondent Carwash to make those employees whole for any loss of earnings and other benefits suffered as a result of its unlawful conduct. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).[7]

Further, having found that Respondent Carwash unlawfully moved employees Gonzalez and Noriega to positions that caused a reduction in their tips, discontinued distributing tips to employee Camacho, reduced the hours of employees Romero, Gonzalez, Camacho, and Noriega, and temporarily transferred Noriega to Respondent Bixby's Long Beach facility, we shall order Respondent Carwash to make those employees whole for any loss of earnings and other benefits suffered as a result of its unlawful conduct. In addition, having found that Respondent Bixby unlawfully temporarily transferred employees from Bixby's Long Beach facility to Carwash's Sunset facility, we shall order Bixby to make Carwash's employees whole for any loss of earnings and other benefits suffered as a result of those unlawful transfers. Backpay shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

Finally, the General Counsel has requested two additional remedies: (1) the issuance of a broad cease-and-desist order against each Respondent; and (2) that, at Carwash and at Bixby, the appropriate notice be read aloud to employees in English and Spanish by the Respondents' shared principal, Jonathan Kim, or by a Board agent in Kim's presence. We have decided to grant certain of those requests.

As to Respondent Carwash, we shall issue a broad cease-and-desist order and require a reading of the notice to its employees in English and Spanish by Kim or, at Carwash's option, by a Board agent in Kim's presence. We find that those measures are warranted by the egregious and widespread nature of Carwash's misconduct. See generally *Hickmott Foods*, 242 NLRB 1357 (1979); see also *Homer D. Bronson Co.*, 349 NLRB 512, 515–516 (2007), enfd. mem. 273 Fed.Appx. 32 (2d Cir. 2008) (requiring notice reading), and *United Super*, 256 NLRB 1186, 1188 (1981) (imposing broad order in a summary judgment proceeding where the employer, although being a first-time offender, threatened employees with closure and discharges, discharged employees, and dealt directly with employees, among other things).

We find that those measures are not warranted with respect to Respondent Bixby. Bixby engaged in only one unlawful act—temporarily transferring employees to Respondent Carwash's facility in a manner that reduced available hours for the latter's employees. Although serious, that violation, alone, does not warrant extraordinary remedies under *Hickmott*. Rather, we find that the Board's traditional remedies will be sufficient to remedy that violation. To ensure that those traditional remedies are effective, we shall order Bixby to provide copies of its signed notice to the Regional Director for posting by Respondent Carwash, if it is willing. See, e.g., *CDK Contracting Co.*, 308 NLRB 1117, 1118 (1992) (ordering similar measure where respondent's violation affected employees of another employer). If Respondent Carwash is unwilling to post Bixby's notice, or in the event that Respondent Carwash has gone out of business or closed its Sunset facility, Bixby shall be required to mail

[7] The General Counsel seeks compound interest computed on a quarterly basis for any backpay or other monetary awards. Having duly considered the matter, we are not prepared at this time to deviate from our current practice of assessing simple interest. See, e.g., *Rogers Corp.*, 344 NLRB 504 (2005).

a copy of the notice to all current and former employees employed by Respondent Carwash at any time since August 2008.

ORDER

A. The National Labor Relations Board orders that Respondent, AutoSpa Express, Inc. d/b/a Carwash on Sunset (Carwash), Los Angeles, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging, causing the discharge of, or otherwise discriminating against employees because they engage in protected union or other concerted activities.

(b) Temporarily transferring employees from or to its Sunset facility because employees at that facility engage in protected union or other concerted activities.

(c) Reducing employees' working hours because they engage in protected union or other concerted activities.

(d) Moving employees to positions that cause a reduction in their tips and withholding employees' tips because they engage in protected union or other concerted activities.

(e) Assigning less desirable duties to employees because they engage in protected union or other concerted activities.

(f) Interrogating employees about the location of union meetings and their union activities and sympathies, or the union activities and sympathies of other employees.

(g) Threatening to blacklist employees who engage in protected union or other concerted activities.

(h) Threatening to report to Government immigration agencies employees who engage in protected union or other concerted activities.

(i) Threatening to close its Sunset facility if employees engage in protected union or other concerted activities.

(j) Engaging in surveillance of employees' union activities and creating the impression that those activities are under surveillance.

(k) Soliciting employee grievances and promising improved terms and conditions of employment if employees refrain from engaging in protected union activities.

(l) In any other 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) Within 14 days from the date of this Order, offer the unnamed female cashier discharged on about August 23, 2008, Domingo Romero, Eduardo Gonzalez, Cerilo Noriega, Custodio Camacho, Juan Santos, and Alfredo Pinzon immediate and full reinstatement to their former jobs, or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges.

(b) Make the unnamed female cashier discharged on about August 23, 2008, Domingo Romero, Eduardo Gonzalez, Cerilo Noriega, Custodio Camacho, Juan Santos, and Alfredo Pinzon whole for any loss of earnings and other benefits suffered by reason of the discrimination against them, in the manner set forth in the remedy section of the decision.

(c) Make whole all employees for any loss of earnings and other benefits suffered as a result of unlawful reductions in their working hours, unlawful moves to positions that reduced their tips, unlawful withholdings of their tips, and unlawful transfers to Respondent Bixby's Long Beach facility, in the manner set forth in the remedy section of the decision.

(d) Within 14 days from the date of this Order, remove from its files all references to the unlawful discharges of the unnamed female cashier discharged on about August 23, 2008, Domingo Romero, Eduardo Gonzalez, Cerilo Noriega, Custodio Camacho, Juan Santos, and Alfredo Pinzon, and within 3 days thereafter, notify them in writing that this has been done and that the unlawful discharges will not be used against them in any way.

(e) 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 backpay due under the terms of this Order.

(f) Within 14 days after service by the Region, post at its facility in Los Angeles, California, copies of the attached notice marked "Appendix A."[8] Copies of the notice, in English and Spanish, on forms provided by the Regional Director for Region 31, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these pro-

[8] 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."

ceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since May 2008.

(g) Within 14 days after service by the Region, hold a meeting or meetings, scheduled to ensure the widest possible attendance, at which the attached notice, Appendix A, is to be read to the employees by the Respondent's principal, Jonathan Kim or, at the Respondent's option, by a Board agent in Kim's presence, with translation available for Spanish-speaking employees.

(h) Within 21 days after service by the Region, file with the Regional Director 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.

B. The National Labor Relations Board orders that Respondent, S.G. Investments, Inc. d/b/a Bixby Knolls Car Wash, Long Beach, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Temporarily transferring employees to Respondent Carwash's Sunset facility because employees at that facility engaged in protected union or other concerted activities.

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

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

(a) Make whole all of Respondent Carwash's employees for any loss of earnings and other benefits suffered by reason of the unlawful temporary transfers of employees from Respondent Bixby's Long Beach facility to Respondent Carwash's Sunset facility, in the manner set forth in the remedy section of the decision.

(b) Within 14 days after service by the Region, post at its facility in Long Beach, California, copies of the attached notice marked "Appendix B."[9] Copies of the notice, in English and Spanish, on forms provided by the Regional Director for Region 31, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 2008.

(c) Within 14 days after service by the Region, sign and return to the Regional Director sufficient copies of the notice for posting by Respondent Carwash, if it is willing, at its Sunset facility in conspicuous places including all places where notices to employees are customarily posted. If Respondent Carwash is unwilling to post the notice, or in the event that it has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent Carwash at any time since August 2008.

(d) Within 21 days after service by the Region, file with the Regional Director 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.

Dated, Washington, D.C. September 30, 2010

Wilma B. Liebman,	Chairman
Mark Gaston Pearce,	Member
Brian E. Hayes,	Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX A

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

[9] 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."

Choose not to engage in any of these protected activities.

WE WILL NOT discharge, cause the discharge of, or otherwise discriminate against employees because they engage in protected union or other concerted activities.

WE WILL NOT temporarily transfer employees from our Sunset facility to Respondent Bixby's Long Beach facility, or from that facility to our Sunset facility, because employees at our Sunset facility engage in protected union or other concerted activities.

WE WILL NOT reduce employees' working hours because they engage in protected union or other concerted activities.

WE WILL NOT move employees to positions that cause a reduction in their tips or withhold employees' tips because they engage in protected union or other concerted activities.

WE WILL NOT assign less desirable duties to employees because they engage in protected union or other concerted activities.

WE WILL NOT interrogate employees about the location of union meetings and their union activities and sympathies, or the union activities and sympathies of other employees.

WE WILL NOT threaten to blacklist employees who engage in protected union or other concerted activities.

WE WILL NOT threaten to report to Government immigration agencies employees who engage in protected union or other concerted activities.

WE WILL NOT threaten to close our Sunset facility if employees engage in protected union or other concerted activities.

WE WILL NOT engage in surveillance of employees' union activities or create the impression that those activities are under surveillance.

WE WILL NOT solicit employee grievances and promise improved terms and conditions of employment if employees refrain from engaging in protected union activities

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, within 14 days from the date of the Board's Order, offer the unnamed female cashier discharged on about August 23, 2008, Domingo Romero, Eduardo Gonzalez, Cerilo Noriega, Custodio Camacho, Juan Santos, and Alfredo Pinzon immediate and full reinstatement to their former jobs, or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges.

WE WILL make the unnamed female cashier discharged on about August 23, 2008, Domingo Romero, Eduardo Gonzalez, Cerilo Noriega, Custodio Camacho, Juan Santos, and Alfredo Pinzon whole for any loss of earnings and other benefits suffered by reason of the discrimination against them, with interest.

WE WILL make whole all employees for any loss of earnings and other benefits suffered as a result of unlawful reductions in their working hours, unlawful moves to positions that reduced their tips, unlawful withholdings of their tips, and unlawful temporary transfers from our Sunset facility to Respondent Bixby's Long Beach facility, with interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files all references to the unlawful discharges of the unnamed female cashier discharged on about August 23, 2008, Domingo Romero, Eduardo Gonzalez, Cerilo Noriega, Custodio Camacho, Juan Santos, and Alfredo Pinzon, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the unlawful discharges will not be used against them in any way.

CARWASH EXPRESS, INC. D/B/A CARWASH ON SUNSET

APPENDIX B

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 temporarily transfer employees to AutoSpa Express, Inc. d/b/a Carwash on Sunset's facility because employees at that facility engage in protected union or other concerted activities.

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

WE WILL make whole all employees for any loss of earnings and other benefits suffered by reason of our unlawful temporary transfers of employees from our Long Beach facility to AutoSpa Express, Inc. d/b/a Carwash on Sunset's facility, with interest.

S.G. INVESTMENTS, INC. D/B/A BIXBY KNOLLS CARWASH