

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SAN FRANCISCO DIVISION OF JUDGES**

ADRIANA'S INSURANCE SERVICES, INC.;
JUST AUTO INSURANCE SERVICES, INC.;
VERONICA'S AUTO INSURANCE SERVICES, INC.

and

**Cases 31-CA-113416
31-CA-113417
31-CA-113420**

ALDO ALPIZAR

and

**Cases 31-CA-113423
31-CA-113425
31-CA-113428**

LISSET VIAMONTES

Yaneth Palencia, Esq. for the General Counsel
H. Spencer Hamer, III, Esq. for the Respondents
Janette C. Lee, Esq., for the Charging Parties

DECISION

MARY MILLER CRACRAFT, Administrative Law Judge. Adriana's Insurance Services, Inc. (Adriana's),¹ Just Auto Insurance Services, Inc. (Just),² and Veronica's Auto Insurance Services, Inc. (Veronica's),³ jointly referred to here as Respondents, maintain or maintained arbitration agreements which require their employees to submit employment-related claims, including claims arising under Federal statutes, to arbitration. The General Counsel alleges that employees would reasonably construe the language used in these agreements to preclude them

¹ The unfair labor practice charge, first amended charge, and second amended charge in Case 31-CA-113416 were filed by Charging Party Aldo Alpizar (Alpizar) against Adriana's on respectively September 13, November 6 and 27, 2013. The unfair labor practice charge, first amended charge, and second amended charge in Case 31-CA-113423 were filed by Charging Party Lisset Viamontes (Viamontes) against Adriana's on respectively September 13, November 6 and 27, 2013.

² Alpizar filed the unfair labor practice charge and first amended charge against Just in Case 31-CA-113417 on September 13 and November 6, 2013, respectively. Viamontes filed the unfair labor practice charge and first amended charge against Just in Case 31-CA-113428 on September 13 and November 6 respectively.

³ Alpizar filed the unfair labor practice charge, first amended charge, and second amended charge against Veronica's in Case 31-CA-113420 on September 13, November 6 and 27, 2013, respectively. Viamontes filed the unfair labor practice charge, first amended charge, and second amended charge against Veronica's in Case 31-CA-113425 on September 13, November 6 and 27, 2013.

from filing unfair labor practice charges with the National Labor Relations Board (the Board or NLRB) in violation Section 8(a)(1) of the National Labor Relations Act (the Act).⁴ Additionally, when in October 2013 employees Alpizar and Viamontes filed a State court class action wage and hour lawsuit against Respondents, Respondents moved to compel individual arbitration. The General Counsel alleges that Respondents’ attempt to compel individual arbitration in the State court class action also violates Section 8(a)(1) of the Act.⁵ I find both violations as alleged.

On the entire record,⁶ and after considering the briefs filed by counsel for the General Counsel and counsel for the Respondents, the following findings of fact and conclusions of law are made.

JURISDICTION

Respondents are not alleged to be joint employers. Each of the Respondents admits that it is a corporation with an office and place of business in California and that it meets the Board’s retail jurisdictional standard⁷ and is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Thus this dispute affects interstate commerce and the Board has jurisdiction of this case pursuant to Section 10(a) of the Act.

ARBITRATION AGREEMENTS

Facts

Since at least the fall of 2011, Adriana’s and Veronica’s have utilized an identical Arbitration Agreement in their respective employee handbooks. The provision is as follows:

Accordingly, if work-related complaints and concerns are unable to be informally resolved, then any dispute, controversy or claim arising out of or related to the employment relationship, including without limitation, contract claims, tort claims, breach of duty claims, wrongful termination claims, wage claims, claims of discrimination, harassment and all other common law and statutory claims, including all claims based upon federal or state civil rights laws, including claims under the EEOC, FEHA or otherwise, to the extent the law provides such claims may be arbitrated, shall at the request of either the employee or [Adriana’s or Veronica’s] be submitted to and settled by binding arbitration. Such arbitration shall be conducted in Los Angeles County, California. Such arbitration shall include any claims you have against [Adriana’s or Veronica’s] officers, managers, supervisors, agents, directors or owners.

⁴ 29 U.S.C. §158(a)(1).

⁵ The consolidated complaint issued on February 27, 2014, and was amended at hearing. Hearing was held in Los Angeles, California on February 10, 2015.

⁶ The facts were, for the most part, submitted by stipulation. No credibility resolutions are required on this record.

⁷ The Board asserts jurisdiction over all retail enterprises which fall within its statutory jurisdiction and have a gross annual volume of business of at least \$500,000. *Carolina Supplies & Cement Co.*, 122 NLRB 88 (1958).

On September 26, 2011, Veronica’s required its employee Viamontes to sign an Agreement for Binding Arbitration and on October 4, 2011, Adriana’s required its employee Alpizar to sign an identical Agreement for Binding Arbitration as follows:

I KNOWINGLY AND VOLUNTARILY AGREE TO SUBMIT AND SETTLE ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO MY EMPLOYMENT RELATIONSHSHIP WITH ADRIANA’S TO ARBITRATION AS DESCRIBED IN THE “ARBITRATION AGREEMENT” SECTION OF THE HANDBOOK. I AGREE THAT THE ARBITRATION OF SUCH ISSUES, INCLUDING THE DETERMINATION OF ANY AMOUNT OF DAMAGES SUFFERED, SHALL BE FINAL AND BINDING UPON ME AND ADRIANA’S TO THE MAXIMUM EXTENT PERMITTED BY LAW. I REALIZE BY AGREEING TO ARBITRATION, I WILL HAVE WAIVED MY RIGHT TO TRIAL BY JURY. THIS POLICY CANNOT CHANGE EXCEPT BY WRITTEN AGREEMENT BETWEEN ADRIANA’S AND ME.

Analysis

Section 7 protects the right of employees to file charges with the Board or otherwise access the Board’s processes. *Bill’s Electric*, 350 NLRB 292, 296 (2007); *U-Haul Co. of California*, 347 NLRB 375, 377 (2006), enfd. 255 Fed. Appx. 527 (D.C. Cir 2007) (unpublished decision). Although the Arbitration Agreement does not specifically state that employees may not file charges with the NLRB, a rule which does not explicitly restrict Section 7 rights may nevertheless violate the Act if employees would reasonably construe the language to prohibit Section 7 activity. *Lutheran Heritage Village –Livonia*, 343 NLRB 646, 647 (2004).

The language in Veronica’s and Adriana’s Arbitration Agreements would reasonably be construed by employees to prohibit or restrict employees’ Section 7 right to file an unfair labor practice charge. Read in context, the language broadly mandates arbitration for “any dispute, controversy or claim arising out of or related to the employment relationship.” This all-inclusive language is reasonably construed to cover unfair labor practice claims arising from the employment relation. *Cellular Sales of Missouri, LLC*, 362 NLRB No. 27, slip op. at 1, fn. 4 (2015)(work rule reasonably construed to interfere with ability to file charges with Board even if rule did not expressly prohibit access to Board).

The qualifying term, “to the extent such claims may be arbitrated,” does not save the rule because the Board does not assume that employees have specialized legal knowledge which could be employed in understanding such a clause to exclude NLRB claims. For instance, the Board found language limiting a compulsory arbitration rule to claims “that may be lawfully resolve[d] by arbitration” would not be reasonably understood by employees to exclude unfair labor practice charges from the scope of the

agreement. *2 Sisters Food Group*, 357 NLRB No. 168, slip op. at 1-2, 22 (2011); see also *U-Haul*, supra, 347 NLRB at 377-378.

5 Veronica’s and Adriana’s argue that they have fully remedied any ambiguity in the Arbitration Agreement and Agreement for Binding Arbitration by implementing new rules. Their question and answer offers to prove the facts underlying this assertion were rejected at hearing. Moreover, even were these facts in evidence, they fall short of a defense to the allegations. In order to fully remedy an unlawful rule, an employer must publish a timely, specific, unambiguous, untainted notice to employees announcing
10 repudiation of the old rule and assuring employees that in the future it will not interfere with Section 7 rights. See *New Passages Behavioral Health*, 362 NLRB No. 55, slip op. at 1-2 (2015), citing *Casino San Pablo*, 361 NLRB No. 148, slip op. at 4 (2014), and *Passavant Memorial Area Hospital*, 236 NLRB 138, 138-139 (1978). Here one Respondent appears to have replaced one rule with another rule. This effort is insufficient
15 to remedy the unlawful rule.

Thus I find that by maintenance of an Arbitration Agreement which employees would reasonably construe as limiting their right to access to the NLRB, Adriana’s and Veronica’s interfered with employee Section 7 rights in violation of Section 8(a)(1) of the Act. Because the “Agreement for Binding Arbitration,” which employees are required to sign by Adriana’s and Veronica’s, utilizes the same all-inclusive language and incorporates the “Arbitration Agreement” by reference, the Agreement for Binding Arbitration is similarly flawed and interferes with employee Section 7 rights in violation
20 of Section 8(a)(1) of the Act.

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STATE COURT WAGE AND HOUR CLASS ACTION LITIGATION

Facts

30 On March 7, 2013, Viamontes and Alpizar filed a class action complaint in the Superior Court of the State of California, County of Los Angeles, Central Civil West, Case No. BC502472, alleging that Adriana’s, Veronica’s, and Just had committed various wage and hour violations of the California Labor Code. Although neither the Arbitration Agreement nor the Agreement for Binding Arbitration specifically precludes collective or class action, on October
35 21, 2013, the three Respondents filed a motion to compel individual arbitration relying on the Agreements for Binding Arbitration signed by Viamontes and Alpizar.

Following oral argument, on December 6, 2013, Judge Elihu M. Berle of the Superior Court signed an order denying the motion to compel individual arbitration. The order issued on
40 December 10, 2013, and on December 23, 2013, Respondents filed a notice of appeal of Judge Berle’s order. Briefs followed in the California Court of Appeal, Second Appellate District, Division Three. No ruling had issued at the time of hearing.

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Analysis

As the opening sentence of *Murphy Oil USA*, 361 NLRB No. 72, slip op. at 1 (2014) states, “For about 80 years, Federal labor law protected the right of employees to pursue their work-related legal claims *together*, i.e., with one another, for the purpose of improving their working conditions.” Starting from this vantage point, the Board reaffirmed its holding in *D.R. Horton*, 357 NLRB No. 184 (2012), enf. denied in relevant part, 737 F.3d 344 (5th Cir. 2013), that an employer violates the Act when it requires an employee, as a condition of employment, to sign an agreement that precludes employees from filing class action suits addressing their wages, hours, and working conditions. *Murphy Oil USA*, supra, 361 NLRB No. 72, slip op. at 2.

The issue here, however, is not whether the Respondents’ Agreements for Binding Arbitration constitute agreements that preclude employees from filing class action suits regarding employment claims. In fact, the Agreements for Binding Arbitration are silent on that issue. Rather, the issue here is whether Respondents’ filing a motion to compel individual arbitration and Respondents’ appeal from denial of that motion, constitute a restriction on employees’ Section 7 rights.

Section 8(a)(1) provides, inter alia, that it is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their Section 7 right to engage in concerted activities for their mutual aid and protection. Concerted activities include employee efforts to improve working conditions outside the immediate employer-employee relationship by joining together in concerted legal action regarding wages, hours, and working conditions.⁸ Because employees have a Section 7 right to jointly pursue legal redress in Federal or State court, Respondents’ efforts to preclude this Section 7 activity have an illegal objective and are unlawful. Thus, I find that by filing the motion to compel individual arbitration and by appealing denial of that motion, i.e., by seeking to stop the concerted activity of Viamontes and Alpizar, Respondents violated Section 8(a)(1) of the Act.

Respondents argue that their motion to compel individual arbitration and their appeal from denial of that motion are specifically permitted by the Federal Arbitration Act (FAA) as recently interpreted in *American Express Co. v. Italian Colors Restaurant*, ___ U.S. ___, 133 S.Ct. 2304 (2013), and *AT&T Mobility LLC v. Concepcion*, ___ U.S. ___, 131 S.Ct. 1740 (2011). In *Murphy Oil*, supra, 361 NLRB No. 62, slip op. at 10-15, the Board rejected this argument. The Board found instead that its view -- that “requiring employees to waive their right to collectively pursue employment-related claims in all forums, arbitral and judicial” violated Section 8(a)(1) -- did not “conflict with the letter or interfere with the policies underlying the [FAA].” An administrative law judge must follow Board precedent that has not been reversed by the Supreme Court itself.⁹

⁸ See, e.g., *Brady v. National Football League*, 644 F.3d 661, 673 (8th Cir. 2011); *Mohave Elec. Co-op, Inc. v. NLRB*, 206 F.3d 1183, 1188 (D.C. Cir. 2000); see generally *Eastex, Inc. v. NLRB*, 437 U.S. 556, 565-566 (1978).

⁹ See *Pathmark Stores*, 342 NLRB 378, fn. 1 (2004); *Iowa Beef Packers*, 144 NLRB 615, 616 (1968), enf. in part, 331 F.2d 176 (8th Cir. 1964).

Murphy Oil is consistent with the Court’s holdings. *American Express* did not involve the core substantive Section 7 right of employees to act together to file a class action lawsuit. The Board’s interpretation of the Section 7 right of employees to act together to file lawsuits against for employment related claims as a core substantive right is entitled to judicial deference.¹⁰ Moreover, *American Express* did not involve an employer who required employees to waive their substantive Section 7 rights. Because *Murphy Oil* is not reversed by Supreme Court precedent, Respondents’ argument is rejected.

CONCLUSIONS OF LAW

Respondents Adriana’s and Veronica’s violated Section 8(a)(1) of the Act by maintaining their identical Arbitration Agreements and Agreements for Binding Arbitration” which employees would reasonably construe to preclude filing of charges with the Board. Respondents Adriana’s, Just, and Veronica’s violated Section 8(a)(1) of the Act by filing a motion to compel individual arbitration and an appeal from denial of the motion to compel individual arbitration in a State court wage and hour class action.

REMEDY

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

Specifically, having concluded that the Arbitration Agreement is unlawful, to the extent Respondents Adriana’s and Veronica’s have not already done so,¹¹ they must revise or rescind the Arbitration Agreement and advise their employees in writing that the Arbitration Agreement has been revised or rescinded. Further, Respondents Adriana’s and Veronica’s shall post notices at all locations where the Arbitration Agreement, or any portion of it which is reasonably construed to preclude employees from filing unfair labor practice charges with the Board was or is in effect. The Agreement for Binding Arbitration must be revised or rescinded to reflect that it references a revised arbitration agreement.

Respondents must also reimburse Charging Parties Viamontes and Alpizar for any litigation and related expenses, with interest, to date and in the future, directly related to the Respondents’ motion to compel individual arbitration and Respondents’ notice of appeal from denial of that motion in the Superior Court of California, County of Los Angeles, Central Civil West, Case BC502472. Interest shall be computed in accordance with *New Horizons*, 283 NLRB 1173 (1987).

¹⁰ *Chevron U.S.A. Inc. v. Natural Resources Defense Council, Inc.*, 467 U.S.837 (1984).

¹¹ At hearing, Adriana’s and Veronica’s offered to prove that they had implemented or were planning to implement a new Arbitration Agreement. The General Counsel would not stipulate to this evidence and objected to receipt of this evidence at hearing on the basis of relevance. Technically, such evidence might be relevant to the remedy only. Although this evidence was rejected, to the extent the Region is satisfied that new handbook Arbitration Agreements were actually implemented and assuming no new charges involving them, the remedy should be revised accordingly. See, e.g., *Lily Transportation Corp.*, 362 NLRB No. 54, slip op. at 2 (2015).

Finally, the Respondents must withdraw their motion to compel individual arbitration and their appeal of denial of their motion to compel individual arbitration. *Bill Johnson’s Restaurants v. NLRB*, 461 U.S. 731, 737 fn. 5 (1983) (legal proceedings which have an objective that is illegal may be enjoined without infringing the First Amendment).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹²

ORDER

The Respondents Adriana’s Insurance Services, Inc., Rancho Cucamonga, California; and Veronica’s Auto Insurance Services, Inc., San Bernardino, California, their officers, agents, successors, and assigns, shall cease and desist from maintaining a handbook arbitration agreement rule which is reasonably construed to prohibit access to the NLRB and an agreement for binding arbitration which incorporates that handbook rule. The Respondents Adriana’s Insurance Services, Inc., Rancho Cucamonga, California; Just Auto Insurance Services, Inc., Ontario, California; and Veronica’s Auto Insurance Services, Inc., San Bernardino, California shall cease and desist from seeking to enforce the Agreement for Binding Arbitration by filing a motion to compel individual arbitration in Case BC502472 in the Superior Court of California, County of Los Angeles, Central Civil West or appealing denial of that motion in the California Court of Appeal, Second Appellate District, Division Three, or in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights guaranteed by Section 7 of the Act.

Respondents Adriana’s and Veronica’s shall also take the following affirmative action necessary to effectuate the policies of the Act:

- (a) Rescind or revise all elements of their respective handbook arbitration agreement rules to make it clear to employees that the rule does not constitute a restriction of the right to file unfair labor practice charges with the NLRB or otherwise access the Board’s processes.
- (b) Notify employees of the rescinded or revised handbook arbitration agreement rule providing them with a copy of the revised rule or notifying of the rescission of the rule.
- (c) Within 14 days after service by the Region, post at all facilities where they maintained the handbook arbitration agreement rule, or any portion of it which is reasonably understood to restrict employee access to the NLRB to file unfair labor practice charges or otherwise access the Board’s processes, the attached notice marked “Appendix A (Adriana’s) or “Appendix B” (Veronica’s).”¹³

¹² If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the finding, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived.

¹³ If This Order is enforced by a judgment of a United States court of appeal, the words in the notice reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations

Respondents Adriana’s, Veronica’s, and Just shall also take the following affirmative action necessary to effectuate the policies of the Act:

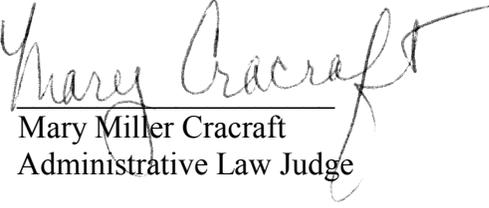
- 5 (a) Reimburse the Charging Parties for any litigation expense directly related to opposing the Respondents’ motion to compel individual arbitration and/or Respondents’ appeal of denial of that motion.
- 10 (b) Within 7 days after the Board Order, file a motion with the California Court of Appeal, Second Appellate District, Division Three in Case No. BC502472 withdrawing their appeal from denial of the motion to compel individual arbitration and file a motion with the Superior Court of the State of California, County of Los Angeles, Central Civil West in Case No. BC502472, withdrawing their motion to compel individual arbitration.
- 15 (c) Within 14 days after service by the Region, post the attached notice marked “Appendix A” (Adriana’s), “Appendix B” (Veronica’s) and “Appendix C” (Just) at all facilities impacted by its filing of the motion to compel arbitration and appeal from denial of the motion to compel arbitration. Copies of the notices, on forms provided by the Regional Director for Region 31, after being signed by the Respondents’ authorized representatives, shall be posted by the Respondents 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, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondents customarily communicate with their employees by such means. Reasonable steps shall be taken by Respondents 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 facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees employed by the Respondents since March 13, 2013¹⁴ (Adriana’s and Veronica’s), or October 21, 2013 (Just).
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- 30 (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 Respondents have taken to comply.
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Board.”

¹⁴ In *Excel Container, Inc.*, 325 NLRB 17 (1997), the Board held that the operative date for determining which employees receive a contingent notice-mailing is the date of the first violation of the Act. The Board reasoned that using this date would ensure that all employees exposed to the unfair labor practice and its effects were notified of the outcome of the NLRB litigation. Here, Viamontes was required to sign Veronica’s Agreement for Binding Arbitration on September 26, 2011. Alpizar was required to sign Adriana’s Agreement for Binding Arbitration on October 4, 2011. The complaint allegations are that the Arbitration Agreements were maintained since those dates in violation of the Act. However, because the remedy may not exceed the six-month 10(b) limitations period, for Respondent’s Veronica’s and Adriana’s I have utilized the date of March 13, 2013, i.e., six months prior to filing of the relevant charges on September 13, 2013.

Dated, Washington, D.C. April 7, 2015

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Mary Miller Cracraft
Administrative Law Judge

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
- Choose not to engage in any of these protected activities.

WE WILL NOT maintain our handbook “Arbitration Agreement” or our “Agreement for Binding Arbitration” which incorporates the handbook “Arbitration Agreement” because employees would reasonably construe these documents as prohibiting filing charges with the NLRB.

WE WILL NOT seek to enforce our handbook “Arbitration Agreement” or our “Agreement for Binding Arbitration” by claiming they prohibit collective or class action lawsuits in a State court wage and hour litigation brought by Charging Parties Aldo Alpizar and Liset Viamontes.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal law.

WE WILL rescind or revise the “Arbitration Agreement” to make it clear to employees that the agreement does not prohibit the filing of charges with the NLRB.

WE WILL notify you of the rescinded or revised “Arbitration Agreement” and provide you with a copy of any revised agreement.

WE WILL reimburse Charging Parties Aldo Alpizar and Liset Viamontes for any litigation expenses directly related to our motion to compel individual arbitration and expenses directly related to our notice of appeal from denial of our motion to compel individual arbitration.

ADRIANA’S INSURANCE SERVICES, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

11500 West Olympic Boulevard, Suite 700, Los Angeles, CA 90064-1824
(310) 235-7352, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/31-CA-113416 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (310) 235-7424

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.

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WE WILL NOT seek to enforce our handbook “Arbitration Agreement” or our “Agreement for Binding Arbitration” by claiming they prohibit collective or class action lawsuits in a State court wage and hour litigation brought by Charging Parties Aldo Alpizar and Liset Viamontes.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal law.

WE WILL rescind or revise the “Arbitration Agreement” to make it clear to employees that the agreement does not prohibit the filing of charges with the NLRB.

WE WILL notify you of the rescinded or revised “Arbitration Agreement” and provide you with a copy of any revised agreement.

WE WILL reimburse Charging Parties Aldo Alpizar and Liset Viamontes for any litigation expenses directly related to our motion to compel individual arbitration and expenses directly related to our notice of appeal from denial of our motion to compel individual arbitration.

VERONICA’S AUTO INSURANCE SERVICES,
INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

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APPENDIX C

NOTICE TO EMPLOYEES

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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 seek to enforce our handbook “Arbitration Agreement” or our “Agreement for Binding Arbitration” by claiming they prohibit collective or class action lawsuits in a State court wage and hour litigation brought by Charging Parties Aldo Alpizar and Liset Viamontes.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal law.

WE WILL reimburse Charging Parties Aldo Alpizar and Liset Viamontes for any litigation expenses directly related to our motions to compel individual arbitration and expenses directly related to our appeal from denial of their motion to compel individual arbitration.

JUST AUTO INSURANCE SERVICES, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

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