

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRD REGION**

DATE: May 4, 2015

TO: Gary W. Shinnors
Executive Secretary

FROM: Paul J. Murphy, Acting Regional Director
Region 3 – Buffalo, New York

SUBJECT: Great Lakes Restaurant Management, LLC
03-CA-143685

Transmitted electronically is a Motion to Transfer Cases To and Continue Proceedings
Before Board and for Summary Judgment

Exhibit 1 (a) Charge in Case 03-CA-143685 Against Employer
Exhibit 1 (b) Affidavit of Service of Exhibit 1(a)
Exhibit 1 (c) Amended Charge in Case 03-CA-143685 Against Employer
Exhibit 1 (d) Affidavit of Service of 1(c)
Exhibit 1 (e) Complaint and Notice of Hearing
Exhibit 1 (f) Affidavit of Service of Exhibit 1(e)
Exhibit 2 Respondent's Answer to Complaint and Notice of Hearing

R.P.L.

Attachments
cc: Division of Operations Management

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION THREE**

GREAT LAKES RESTAURANT MANAGEMENT, LLC

and

Case 03-CA-143685

FAST FOOD WORKERS COMMITTEE

**MOTION TO TRANSFER CASE TO BOARD AND CONTINUE PROCEEDINGS
BEFORE BOARD AND FOR SUMMARY JUDGMENT**

PLEASE TAKE NOTICE that pursuant to Sections 102.24 and 102.50 of the National Labor Relations Board's Rules and Regulations and Statement of Procedures, Series 8, as amended (Rules and Regulations), the undersigned Counsel for the General Counsel hereby moves the National Labor Relations Board (Board) to: (1) transfer this case and continue the proceedings before the Board; (2) deem the allegations set forth in the Complaint and Notice of Hearing (Complaint) issued in the above-captioned matter on March 26, 2015, as admitted to be true without the taking of evidence supporting the allegations in the Complaint; and (3) grant Summary Judgment and issue a Decision and Order herein on the basis of the following:

1. Upon the charge filed in Case 03-CA-143685 on December 31, 2014, by Fast Food Workers Committee (Union) and amended on January 21, 2015, alleging that Great Lakes Restaurant Management, LLC (Respondent), has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Section 151, et seq. (Act), the General Counsel of the Board, on behalf of the Board, by the Regional Director of the Third Region, pursuant to Section 10(b) of the Act

and Section 102.15 of the Rules and Regulations, issued a Complaint and Notice of Hearing on March 26, 2015.

2. A true copy of the charge in Case 03-CA-143685 was served on Respondent by U.S. mail on December 31, 2014. Copies of the charge and affidavit of service of the charge are attached as Exhibit 1(a) and (b).

3. A true copy of the amended charge in Case 03-CA-143685 was served on Respondent by U.S. mail on January 21, 2015. Copies of the amended charge and affidavit of service of the amended charge are attached as Exhibit 1(c) and (d).

4. A true copy of the Complaint referred to in paragraph 1 above, was duly served on Respondent by certified mail on March 26, 2015. Copies of the Complaint and affidavit of service of the Complaint and Notice of Hearing are attached as Exhibit 1(e) and (f).

5. On April 9, 2015, Respondent filed an Answer to the Complaint. A copy of the Answer is attached as Exhibit 2.

6. Respondent's Answer to the Complaint admitted all factual allegations contained in the Complaint.¹

7. In support of the Motion for Summary Judgment, Counsel for the General Counsel submits that:

(a) Respondent, by its Answer to the Complaint has admitted all material factual allegations of the Complaint.

(b) Respondent, by its Answer to the Complaint, raises no arguments or defenses.

¹ In its answer, Respondent mistakenly states that paragraph IV of the Complaint alleges that Respondent maintains a Dispute Resolution Program, attached as Exhibit A, when in fact it was alleged in paragraph VI of the Complaint. Regardless, Respondent admits that it maintains the Dispute Resolution Program document and that the document speaks for itself.

(c) Based upon Respondent's admissions that it has maintained a Dispute Resolution Program, attached as Exhibit A to the Complaint, which, on its face, contains a mandatory arbitration agreement that prohibits employees from engaging in protected concerted activities, including collective action to address terms and conditions of employment, Respondent has violated Section 8(a)(1) of the Act, by interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act. In *Murphy Oil USA Inc.*, 361 NLRB No. 72 (2014), the Board reaffirmed its decision in *D.R. Horton, Inc.*, 357 NLRB No. 184 (2012) that employers who require employees, as a condition of employment, to sign an agreement precluding employees from pursuing joint or collective claims addressing terms and conditions of employment violate Section 8(a)(1) of the Act by prohibiting employees from filing unfair labor practice charges with the Board and by requiring employees to waive their Section 7 rights to engage in class or collective employment actions in all forums. See also *Chesapeake Energy Corp.*, 362 NLRB No. 80 (2015).

(d) An Order Granting the Motion for Summary Judgment is warranted, in order to avoid unnecessary costs and delay. See *Nick & Bob Partners*, 345 NLRB 1092, 1093 (2005) ("Summary judgment is appropriate when a respondent does not raise a genuine issue of material fact.").

WHEREFORE, Counsel for the General Counsel respectfully requests that, in accordance with Sections 102.24 and 102.50 of the Board's Rules and Regulations, the Board deem all matters alleged in the Complaint and Notice of Hearing to be admitted to be true, and be so found, and that forthwith, a Board Decision and Order be issued containing findings of fact, conclusions of law, and an appropriate remedy for the violations herein and such other relief as may be just and proper to remedy the unfair labor practices alleged in the Complaint and Notice of Hearing.

DATED at Buffalo, New York, this 4th day of May, 2015.

Respectfully submitted,

/s/ Claire T. Sellers

Claire T. Sellers

Counsel for the General Counsel

National Labor Relations Board

Third Region

Niagara Center Building

130 S. Elmwood Ave., Suite 630

Buffalo, NY 14202-2465

Attachments

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 03-CA-143685	Date Filed 12/31/2014

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Wendy's located at 1051 Main Street, Buffalo, NY 14209	b. Tel. No. (716) 883-7242
d. Address (Street, city, state, and ZIP code) 1051 Main Street, Buffalo, NY 14209	c. Cell No.
e. Employer Representative Jason Acomb, General Manager	f. Fax No.
i. Type of Establishment (factory, mine, wholesaler, etc.) Restaurant	g. e-Mail
j. Identify principal product or service Food service	h. Number of workers employed Approx. 30

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On a date within the last six months, the above-named employer has unlawfully interfered with, restrained, and coerced employees in the exercise of their rights under the Act by engaging in the following conduct: 1) Maintaining handbook provisions that interfere with the Section 7 rights of its workers; 2) Maintaining a dispute resolution program that interferes with the Section 7 rights of its workers; 3) Terminating the employment of Sierra Logan in retaliation for her concerted, protected activity; and 4) Terminating the employment of Dajuan Sullivan in retaliation for his concerted, protected activity.

The Union seeks relief pursuant to Section 10(j) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Fast Food Workers Committee

4a. Address (Street and number, city, state, and ZIP code) 2-4 Nevins Street Brooklyn, NY 11217	4b. Tel. No. (702) 235-6586
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By  Allyson L. Belovin
(Signature of representative or person making charge) (Printtype name and title or office, if any)

Tel. No. 212-627-8100
Office, if any, Cell No.
Fax No. 212-627-8182
e-Mail abelovin@levyratner.com

Address Levy Ratner, P.C., 80 Eighth Avenue Floor 8, New York, NY 10011-5126 12/30/14
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WENDY'S
Charged Party
and
FAST FOOD WORKERS COMMITTEE
Charging Party

Case 03-CA-143685

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 31, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Jason Acomb, General Manager
Wendy's
1051 Main St
Buffalo, NY 14209-2305

December 31, 2014

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

Amended

DO NOT WRITE IN THIS SPACE	
Case 03-CA-143685	Date Filed 1/21/2015

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Great Lakes Restaurant Management, LLC		b. Tel. No. (716) 883-7242
d. Address (Street, city, state, and ZIP code) 1051 Main Street Buffalo, NY 14209		c. Cell No.
e. Employer Representative Jason Acomb, General Manager		f. Fax No.
i. Type of Establishment (factory, mine, wholesaler, etc.) Restaurant		g. e-Mail
j. Identify principal product or service Food Service		h. Number of workers employed Approx. 30

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

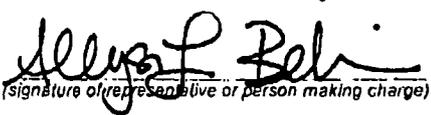
2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
On a date within the last six months, the above-named employer has unlawfully interfered with, restrained, and coerced employees in the exercise of their rights under the Act by engaging in the following conduct: 1) Maintaining handbook provisions that interfere with the Section 7 rights of its workers; 2) Maintaining a dispute resolution program that interferes with the Section 7 rights of its workers; 3) Terminating the employment of Sierra Logan in retaliation for her concerted, protected activity; and 4) Terminating the employment of Dajuan Sullivan in retaliation for his concerted, protected activity.
The Union seeks relief pursuant to Section 10(j) of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Fast Food Workers Committee

4a. Address (Street and number, city, state, and ZIP code) 2-4 Nevis Street Brooklyn, NY 11217	4b. Tel. No. (702) 235-6586
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By  Allyson L. Belovin
(signature of representative or person making charge) (Print/Type name and title or office, if any)

Tel. No. (212) 627-8100
Office, if any, Cell No.
Fax No. (212) 627-8182
e-Mail abelovin@levyratner.com

Address Levy Ratner, 80 Eighth Ave. Floor 8, New York, NY 10011-5126 1/20/15 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 74 Fed. Reg. 74042-43 (Dec. 12, 2009). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is

Exhibit 1(d)

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

**GREAT LAKES RESTAURANT
MANAGEMENT, LLC**

Charged Party

and

FAST FOOD WORKERS COMMITTEE

Charging Party

Case 03-CA-143685

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on January 21, 2015, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Jason Acomb, General Manager
Great Lakes Restaurant Management, LLC
1051 Main St
Buffalo, NY 14209-2305

Timothy A. Davis, ESQ.
Constangy Brooks & Smith, LLP
2600 Grand Grand Blvd Ste 750
Kansas City, MO 64108-

January 21, 2015

Date

LOUIS F. PORTO, Designated Agent of
NLRB

Name

/s/LOUIS F. PORTO

Signature

Exhibit 1(e)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3**

**GREAT LAKES RESTAURANT
MANAGEMENT, LLC**

and

Case 03-CA-143685

FAST FOOD WORKERS COMMITTEE

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Fast Food Workers Committee (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Great Lakes Restaurant Management, LLC (Respondent) has violated the Act as described below.

I

(a) The charge in this proceeding was filed by the Union on December 31, 2014, and a copy was served on Respondent by U.S. mail on the same date.

(b) The amended charge in this proceeding was filed by the Union on January 21, 2015, and a copy was served on Respondent by U.S. mail on the same date.

II

(a) At all material times, Respondent, a corporation with an office and place of business in Buffalo, New York (Respondent's facility), has been engaged in the retail sale of food and related products.

(b) Annually, Respondent, in conducting its business operations described above in paragraph II(a), derives gross revenues in excess of \$500,000.

(c) Annually, Respondent, in conducting its business operations described above in paragraph II(a), purchases and receives at its Buffalo, New York facility goods valued in excess of \$5,000 directly from points outside the State of New York.

III

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

IV

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

V

At all material times, Jason Acomb held the position of Respondent's General Manager and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

VI

(a) At all material times, Respondent has maintained a "Dispute Resolution Program" ("Agreement"), attached as Exhibit A, that employee applicants are required to sign as a condition of employment.

(b) By requiring applicants to sign the Agreement, Respondent has maintained and enforced a mandatory arbitration agreement that prohibits employees from engaging in protected

concerted activities, including class or collective action addressing terms and conditions of employment.

(c) By requiring applicants to sign the Agreement, Respondent has maintained and enforced a mandatory arbitration agreement that leads employees reasonably to believe that they are prohibited from filing and pursuing to conclusion charges with the Board.

VII

By the conduct described above in paragraph VI, 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.

VIII

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before April 9, 2015, or postmarked on or before April 8, 2015.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is

unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on June 3, 2015 at 10:00 am., in the Hearing Room at the Niagara Center Building, 130 South Elmwood Avenue, Suite 630, Buffalo, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form

NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Buffalo, New York, this 26th day of March 2015.

A handwritten signature in cursive script, reading "Rhonda P. Ley", is written over a horizontal line.

RHONDA P. LEY
Regional Director
National Labor Relations Board
Region 03
130 S Elmwood Ave Ste 630
Buffalo, NY 14202-2465

Attachments

Dispute Resolution Program

Program Booklet

Effective 2013



DiBella's Subs

EXHIBIT A

PROGRAM BOOKLET

DISPUTE RESOLUTION PROGRAM

DISPUTE RESOLUTION PROGRAM

This Dispute Resolution Program is adopted for Wendy's Restaurants of Rochester, Inc., Wendy's of Ft. Wayne, Inc., Western Reserve Restaurant Management, Inc., Great Lakes Restaurant Management, LLC, Wendy's of Lorain, Inc., DiBella's Old Fashioned Submarines, Inc., and C C Restaurant Management, LLC, all of which are collectively hereinafter referred to as the "Company"

However, each employee understands that he/she is employed only by the particular corporation listed above that actually provides the employee's employment and the benefits thereof, and not by any other above listed corporation.

The Company is committed to building a strong relationship between the Company and all of our employees a relationship that is based on trust and open communication. The Company is an equal opportunity employer and strives to maintain an atmosphere of mutual trust and open, honest communication. By working together, we can reach any goal we set for ourselves. We do not discriminate on the basis of race, religion, color, age, sex, national origin, or disability in our recruiting, hiring, training, on-the-job treatment and promotion opportunity. We do not and will not tolerate harassment or discrimination by any employee, regardless of their status with the Company, and no employee will be retaliated against for using this Program. The Company will not retaliate against any employee for taking any legitimate action nor for engaging in any legitimate or lawful activity.

We understand, however, that problems and disagreements are unavoidable when people with different viewpoints spend a lot of time together. We cannot entirely eliminate disagreements but we can provide a process for resolving them when they do occur by taking prompt constructive action.

Based on these beliefs and values, we developed the DISPUTE RESOLUTION PROGRAM (the "Program"). The Program is a four-step process for resolving workplace problems quickly and fairly. This policy describes the steps that both you and the Company must take to resolve many types of workplace problems. The Company is also obligated to follow the Program and will also be bound by arbitration. The types of problems covered by the Program are explained in detail in this policy.

THIS PROGRAM IS A CONDITION OF YOUR EMPLOYMENT AND IS THE MANDATORY AND EXCLUSIVE MEANS BY WHICH THOSE PROBLEMS MAY BE RESOLVED, SO READ THE INFORMATION IN THIS PROGRAM BOOKLET CAREFULLY.

When you have a work-related problem, follow the steps listed below in this policy.

Step 1: Communication

In any relationship, when a disagreement occurs, keeping emotions bottled up inside only causes the problem to get bigger. At the Company we want to encourage open communication so we can solve the problem with the least amount of stress for those involved. To do this, we have developed the Communication Step . . . an open-door policy that encourages you to talk with your supervisor to get your concern addressed quickly.

1. **Talk directly to your immediate supervisor.** If you have a problem, you are encouraged to first discuss it with your immediate supervisor. Generally, this will be your restaurant manager. You should discuss the problem with your supervisor as soon as possible after the problem arises.
2. **Talk to a higher level of management.** Sometimes you may not be able to resolve the issue with your immediate supervisor. If this is the case, take your concern to the next higher level of management to get the answers you need. Follow the chain of command as high as you need to go to resolve the problem.

Step 2: Executive Review

If you have tried the Communication Step and are not satisfied, you may request the Executive Review Step. In this step, the Company's President, Richard C. Fox, (or his designee) will review the issue or problem and attempt to resolve the issue or problem to your satisfaction and to the satisfaction of your supervisor and the Company. Failing that, the President will make a decision. If Mr. Fox is not available, either Bud Cottier, Robert A. Fox or a designee will conduct the executive review.

Here is how you obtain access to the Executive Review Step:

1. **Request review.** Within three days following the response to Step 1 of the Communication process, you can start the Executive Review process by contacting the Company's Chief Financial Officer, Bud Cottier, or by contacting your area director.
2. **Information submitted.** In order to access the Executive Review Step, you should provide a written statement that contains as much of the following information as is reasonably available to you:
 - a. Describe in detail, to the best of your ability, the factual basis on which your claim is made.
 - b. Describe the measures you have taken at the Communication Step to resolve the issue including the supervisors you have spoken with about the problem.
 - c. Describe the nature and extent of any remedy or relief you believe you should have.

You must obtain a copy of the Executive Review form to use for this purpose from your manager, your area director or by contacting the Company's home office in Rochester, New York. The phone number is (585) 262-3630, fax is (585) 262-2099, and email is gstutzman@wenroch.com. The address is 20 North Union Street, Rochester, New York 14607.

3. **The review.** The Company's President will review the problem and make whatever investigation he believes is appropriate under the circumstances. This may include, in all likelihood, a discussion with you and your supervisor or manager and a review of all relevant documents.
4. **The solution.** The review will be made within thirty (30) days after the company receives your completed Executive Review form. The President will attempt to find a way to resolve the problem to the satisfaction of all the parties involved in the situation. However, if the problem cannot be resolved in this manner, the President will make a decision. That decision will be made in writing, generally within thirty (30) days of your appeal for executive review.
5. **Non-legal claims.** If your claim is not a statutory or common law claim ("legal claim"), this Step 2 is the final step in the Dispute Resolution Program. **(Only legal claims may proceed to mediation or arbitration).** For example, mediation and arbitration are not available to review performance evaluations, job elimination or lay-off decisions, Company work rules, policies and pay rates, or increases or decreases in benefits, except to the extent such matters relate to statutory or common law claims.

Step 3: Mediation

If you believe you have a legal claim that was not solved through open communication or executive review, the next step is mediation. In mediation, the Company adds an objective, independent third party to help.

When you or the Company request mediation, the Company will contact a professional mediator to mediate the dispute. The mediator will listen, work to open communication lines, and offer solutions. But the mediator does not make a final decision. It is up to you and the Company to reach agreement. The goal of mediation is to develop a solution that satisfies both parties involved in a way that strengthens, rather than weakens, the working relationship.

Here is how to put the Mediation Step to work for you:

1. **Request Mediation for a legal claim.** After the conclusion of the Executive Review process, advise the Chief Financial Officer, Bud Cottier, (or his designee) to request mediation. You should request mediation as soon as possible but within sixty (60) days from the date of conclusion of the Executive Review Step so that the issues will be fresh in your mind. You will be requested to complete a Request for Mediation form, which will be furnished.
2. **Mediator selected.** When either you or the Company request mediation, the Company will select an outside, independent neutral mediator to handle the mediation process. The Company will pay the fees of the mediator and the mediation agency.

3. **You, the mediator and the Company representative meet.** The mediator will schedule a meeting between you and the Company representative. The mediator will guide the discussion and help resolve the problem. However, it is up to both you and the Company to reach agreement. The mediator does not make the final decision.
4. **Written agreement.** If appropriate, after you and the Company have agreed upon a solution, a written agreement will be signed by both you and the Company representative.

Step 4: Arbitration

If you have a work-related problem that involves one of your legally protected rights shown on page 4, which has not been resolved through the earlier steps, you must request arbitration.

In arbitration, an outside neutral expert called an arbitrator becomes involved in the resolution process. He or she listens to the facts, then makes a final binding decision and awards any damages, just like a judge in a court of law. Arbitration is less formal than conventional court litigation but is clearly established and governed by rules and standards of conduct, which are designed to assure due process of law is fully protected. However, the goal of arbitration is still to provide quick problem resolution without damaging the working relationship.

Here is how the arbitration process works:

1. **Request arbitration.** If you believe you have a legal claim, you must request that your claim go to arbitration. Simply complete an Arbitration Request form and return it along with a certified check in the amount of \$400.00 to the Company at its Rochester, New York address to the attention of Bud Cottier. The form can be obtained from any manager, area director or from the home office. The form can also be obtained from the American Arbitration Association ("AAA") at ADR.Org. The arbitration will be conducted by the AAA or any similar organization or individual mutually acceptable to you and the Company. The arbitration will be conducted under the AAA's "Employment Arbitration Rules and Mediation Procedures", which are in effect at the time the demand for arbitration is filed. The rules can be obtained from the AAA's website at ADR.org or from the Company upon request.

The arbitration agency selected (the "agency") will then bill you and the Company each a filing fee. Your portion of that fee is limited to \$400.00. The Company will pay the balance of the agency's initial filing fee and will pay the arbitrator's fee. If you establish that you cannot pay the filing fee, the Company will pay your portion of the fee.

2. **Choose an arbitrator.** Once the agency receives your request to begin arbitration, it will send both you and the Company a list of approved arbitrators with a brief biography on each. Once you receive the list, you and the Company each remove the names of any arbitrators that you do not want to hear the case, list in order of preference the remaining arbitrators, and then return the list to the agency. The arbitrator who has received the highest ranking in order of preference from both lists shall be assigned. If this process does not result in the selection of an arbitrator, the agency will appoint an arbitrator.
3. **A hearing is set.** The agency arbitrator will schedule a date, time and place for a hearing. During this hearing, both you and the Company present the pertinent facts. You may hire a lawyer to participate in the arbitration hearing with you. The hearing will be conducted in the community where you are employed or in another mutually agreeable location.
4. **A decision is made.** Based on the information presented and the facts gathered, the arbitrator will make a final binding decision in writing. The decision of the arbitrator shall have preclusive effect with respect to any subsequent litigation. If you win, the arbitrator can award you anything you might seek through a court of law. By using arbitration, your rights are protected and damages can be paid if those rights have been violated. It is only the process that is different.

Program Rules

Claims Subject to Arbitration

Claims and disputes subject to arbitration include all those legal claims you may now or in the future have against the Company (and its successors or assigns) or against its officers, directors, shareholders, employees or agents, including claims related to any Company employee benefit program or against its fiduciaries or administrators (in their personal or official capacity), and all claims that the Company may now or in the future have against you, whether or not arising out of your employment or termination, except as expressly excluded under the "Claims Not Subject to Arbitration" section below.

The legal claims subject to arbitration include, but are not to be limited to:

- claims for wages or other compensation;
- claims for breach of any contract, covenant or warranty (expressed or implied);
- tort claims (including, but not limited to, claims for physical, mental or psychological injury, but excluding statutory workers compensation claims);
- claims for wrongful termination;
- sexual harassment;
- discrimination (including, but not limited to, claims based on race, sex, sexual orientation, religion, national origin, age, medical condition or disability whether under federal, state or local law);
- claims for benefits or claims for damages or other remedies under any employee benefit program sponsored by the Company (after exhausting administrative remedies under the terms of such plans);
- "whistleblower" claims under any federal, state or other governmental law, statute, regulation or ordinance;
- claims for a violation of any other non-criminal federal, state or other governmental law, statute, regulation or ordinance; and
- claims for retaliation under any law, statute, regulation or ordinance, including retaliation under any workers compensation law or regulation.

Claims Not Subject to Arbitration

The only claims or disputes not subject to arbitration are as follows:

- any claim by an employee for benefits under a plan or program which provides its own binding arbitration procedure;
- any statutory workers compensation claim;
- unemployment insurance claims; and
- any lawful claim(s) brought under the Dodd Frank Act's whistleblower protection, pursuant to 15 U.S.C. Section 1514A, et. Seq., is exempted from this DRP plan.

Neither the employee nor the Company has to submit the items listed under this "Claims Not Subject to Arbitration" caption to arbitration under this Program and may seek and obtain relief from a court or the appropriate administrative agency.

The employee and company each agree, that there shall be no class or collective action arising from any employee's claim(s), and each employee may only maintain a claim under this plan on an individual basis and may not participate in a class or collective action.

If any provision within this plan is deemed unenforceable by a court of competent jurisdiction, the remaining provisions of this plan shall remain in full force and effect.

Any and all decisions as to the applicability or enforceability of this DRP plan are delegated to, and must be decided, by the arbitrator appointed to the matter.

Also, any non-legal dispute is not subject to arbitration. Examples include disputes over a performance evaluation, issues with co-workers, or complaints about your work site or work assignment which do not allege a legal violation.

Required Notice of All Claims

When seeking arbitration, the claimant must file the Request for Arbitration form and give written notice of any claim to the other party within one year or within the applicable statute of limitations, whichever is longer. The day the act occurred, and/or the day the request for arbitration was submitted shall be counted for purposes of determining the applicable period.

Use the Request for Arbitration form when submitting a claim for arbitration. Identify and describe the nature of all claims asserted and the facts on which your claims are based. Send this written notice by certified or registered mail, return receipt requested. If the Company wishes to invoke arbitration, it will give written notice to you at the last address recorded in the Company's payroll records.

Arbitration Procedures

You must use the Mediation Step explained in this policy before requesting arbitration. The agency will administer any arbitration under the AAA's "Employment Arbitration Rules and Mediation Procedures" and in conformity with this Dispute Resolution Program. Go to ADR.org to obtain a copy of the rules or request a copy from the Company. The rules in effect on the date a demand is made shall control.

The arbitration will be before a neutral arbitrator who is licensed to practice law and who has significant experience in the employment law area. The arbitration shall apply the substantive law and the laws of remedies, if applicable, in the state in which the claim arose, or federal law or both, depending upon the claims asserted. The decision of the arbitrator shall be in writing and shall provide the reasons for the award unless the parties agree otherwise.

The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold a pre-hearing conference by telephone or in person, as the arbitrator deems necessary. The arbitrator shall have the authority to rule on a motion to dismiss and/or a motion for summary judgment by any party and, in doing so, must apply the standards governing such motion under the Federal Rules of Civil Procedure.

Pre-Arbitration Procedures

Each party has a right to take a maximum of (7) depositions. If the party can prove to the arbitrator compelling reason(s) why it is needed to exceed a maximum of (7) depositions, the arbitrator may in his discretion, allow in excess of (7) depositions to be taken by either party. Unless agreed to otherwise in writing by both parties, discovery shall be conducted in the most expeditious and cost-effective manner possible, and shall be limited to that which is clearly relevant and material to the dispute and for which the party has a substantial, demonstrable need.

You and the Company have the right to subpoena witnesses to the arbitration in accordance with the Federal Rules of Civil Procedure. At least thirty (30) days before the arbitration, you and the Company must exchange lists of witnesses, including any experts, and copies of all exhibits to be used at the arbitration.

Any disputes regarding discovery shall be decided by the Arbitrator and the Arbitrator may grant, upon good cause shown, either party's request for discovery in addition to or limiting that expressly provided in this Program.

Arbitration Fees and Costs

There are two types of administrative fees and costs associated with the arbitration; a filing fee with the arbitration agency selected and payment to the arbitrator for his or her services and expenses. Such fees and other expenses shall be allocated as follows:

1. The party requesting arbitration must pay a \$400.00 filing fee to the agency to request arbitration. If you request arbitration the Company will pay the balance of the initial filing fee, and will pay the entire fee if it requests arbitration.
2. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings.
3. Each party shall be responsible for its own attorneys' fees and related litigation expenses, if any; however, if any party prevails on a statutory claim, which allows the prevailing party to be awarded attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party.
4. The arbitrator may assess attorneys' fees against a party upon showing by the other party that the first party's claim is frivolous or unreasonable or factually groundless.
5. If either party pursues a legal claim covered by the Dispute Resolution Program in court by any means other than arbitration, the responding party shall be entitled to stay or dismissal of such action, the remand of such action to arbitration, and the recovery of all costs and attorneys' fees and expenses related to such action.

Multi-State Business

The Company is engaged in transactions involving interstate commerce and your employment involves such commerce; therefore, the parties agree that the Federal Arbitration Act shall govern the interpretation, enforcement and proceedings under the Dispute Resolution Program.

Program Provisions/Enforcement

The provisions of the Program document are severable and, should any provision be held unenforceable, all others will remain valid and binding. No provision of the Program document will be held unenforceable if such provision can be reasonably interpreted in a manner that results in such provision being enforceable. Unless this provision would result in the Program being held unenforceable under prevailing law, the arbitrators, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, arbitrability, applicability, enforceability or formation of the agreement to arbitrate including, but not limited to, any claim that all or any part of the agreement to arbitrate is void and voidable.

If a court should determine that arbitration under this Program is not the exclusive, final and binding method for the Company and its employees to resolve disputes and/or that the decision and award of the arbitrator is not final and binding as to some or all of a party's claim(s), the party must submit the claim(s) to arbitration and pursue the arbitration to conclusion before filing or pursuing any legal, equitable, or other legal proceeding for any eligible claim in a court of competent jurisdiction.

Program Steps

While we encourage you to use all of the steps in the Program in the order outlined, we realize that in some cases it may not be appropriate to use the preliminary steps. Accordingly, if your claim involves a legal claim that is subject to arbitration hereunder, you may proceed directly to Step 3, Mediation, without first using Step 1, Communication or Step 2, Executive Review. The Company may skip Steps 1 and 2 if a legal claim is involved.

Not an Employment Contract/Exclusive Remedy

- While this Program constitutes a binding promise between you and the Company to arbitrate all claims in dispute described in this Program Booklet, this Program is not and shall not be construed to create any contract of employment, expressed or implied. Nor does this Program in any way alter the "at-will" status of any employee. This Program will prevent you from filing a lawsuit in Court for individual relief for a legal claim subject to arbitration. However, the Program will not prevent you from filing a charge with any state or federal government administrative agency.

This Program shall constitute the mandatory and exclusive means by which all covered workplace claims may be resolved. The submission of an application, acceptance of employment or the continuation of employment by an individual shall be deemed to be acceptance of the Dispute Resolution Program. No signature shall be required for the policy to be applicable. This agreement applies and extends to all future employment with the company and shall survive any termination and/or resignation.

AGREEMENT AND RECEIPT FOR DISPUTE RESOLUTION PROGRAM

I have received a copy of the Dispute Resolution Program of Wendy's Restaurants of Rochester, Inc., Wendy's of Ft. Wayne, Inc., Western Reserve Restaurant Management, Inc., Great Lakes Restaurant Management, LLC, Wendy's of Lorain, Inc., Dibella's Old Fashioned Submarines, Inc. and C C Restaurant Management, LLC, (the "Company"); and have read and understood its contents. However, I understand that I am employed only by the particular corporation listed above which actually provides my employment and the benefits thereof, and not by any other above listed corporation. I understand that my employment is "at-will" and such employment is not for a fixed term or definite period and may be terminated at the will of either party, with or without notice.

I recognize that differences may arise between the Company and me during or following my employment with the Company, and that those differences may or may not be related to employment. I understand and agree that any such differences will be resolved as provided in the Dispute Resolution Policy.

MUTUAL PROMISE TO RESOLVE CLAIMS BY BINDING ARBITRATION. The Company and I agree that all legal claims or disputes covered by the Agreement must be submitted to binding arbitration and that this binding arbitration will be the sole and exclusive final remedy for resolving any such claim or dispute. We also agree that any arbitration between the Company and me is of an individual claim and that any such claim subject to arbitration will not be arbitrated on a collective or a class-wide basis; provided however, that this provision shall not apply to any prospective class or collective action based on alleged violations of wage and hour laws if, and only if, such claim should cause the agreement to arbitrate to be unenforceable under the prevailing law.

The mutual obligations set forth in this Agreement shall constitute a contract between the Employee and the Company but shall not change an Employee's at-will relationship or any term of any other contract or agreement between the Company and Employee. This Policy shall constitute the entire agreement between the Employee and Company for the resolution of Covered Claims. The submission of an application, acceptance of employment or the continuation of employment by an individual shall be deemed to be acceptance of the dispute resolution program. No signature shall be required for the policy to be applicable.

Legally protected rights covered by this Arbitration Agreement are all legal claims, including: claims for wages or other compensation; claims for breach of any contract, covenant or warranty (expressed or implied); tort claims (including, but not limited to, claims for physical, mental or psychological injury, but excluding statutory workers compensation claims); claims for wrongful termination; sexual harassment; discrimination (including, but not limited to, claims based on race, sex, sexual orientation, religion, national origin, age, medical condition or disability, whether under federal, state or local law); claims for benefits or claims for damages or other remedies under any employee benefit program sponsored by the Company (after exhausting administrative remedies under the terms of such plans); "whistleblower" claims under any federal, state or other governmental law, statute, regulation or ordinance; claims for a violation of any other non-criminal federal, state or other governmental law, statute, regulation or ordinance; and claims for retaliation under any law, statute, regulation or ordinance, including retaliation under any workers compensation law or regulation.

I understand and agree that by entering into this Agreement, I anticipate gaining the benefits of a speedy, impartial dispute resolution procedure. This procedure is explained in the Dispute Resolution Program Booklet, which I acknowledge I have received and read or have had an opportunity to read.

MULTI-STATE BUSINESS. I understand and agree the Company is engaged in transactions involving interstate commerce and that my employment involves such commerce. I agree that the Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings under this Agreement.

DIFFERENT PARTS OF AGREEMENT. I understand and agree that the provisions of the Agreement and the Dispute Resolution Program are severable and, should any provision of either be held unenforceable, all others will remain valid, binding and fully enforceable. I agree that the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, arbitrability, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. If a court should determine that arbitration under this Program is not the exclusive, final, and binding method for the Company and its employees to resolve disputes and/or that the decision and award of the arbitrator is not final and binding as to some or all of an employee's claims, an employee must submit his or her claim to arbitration and pursue the arbitration to conclusion before filing or pursuing any legal, equitable, or other legal proceeding for any eligible claim in a court of competent jurisdiction.

REQUIREMENTS FOR CHANGE IN AGREEMENT. This Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified by mutual consent evidenced by a writing signed by both parties that specifically states an intent to revoke or modify this Agreement.

SOLE AND ENTIRE AGREEMENT. This Agreement and the Dispute Resolution Program Booklet are the complete agreement of the parties on the subject of arbitration of disputes. This Agreement takes the place of any other verbal or written understanding on this subject. No party is relying on any statements, oral or written, on the subject of arbitration or the effect, enforceability or meaning of this Agreement, except as specifically stated in this Agreement. This agreement is binding upon, and shall inure to the benefit of, the parties hereto and their successors and assigns, and upon all persons and entities who or which, directly or indirectly, control, are controlled by, or are under common control with the parties.

NOT AN EMPLOYMENT CONTRACT. While this Agreement is a binding promise between the Company and me to arbitrate all claims in dispute described in the Program Booklet, this Agreement is not and shall not be construed to create any contract of employment, expressed or implied. Nor does this Agreement in any way alter the "at-will" status of my employment. The program will not prevent you from filing a charge with any state or federal government administrative agency.

VOLUNTARY AGREEMENT. I acknowledge that I have carefully read this Agreement, I understand its terms, that all understandings and agreements between the Company and me relating to the subjects covered in this Agreement are contained in it, and that I have entered into the Agreement voluntarily and not in reliance on any other promises or representations by the Company other than those in the Agreement itself and the Dispute Resolution Program.

I further acknowledge and agree that I have been given the opportunity to discuss this Agreement with my own private lawyer and have used that opportunity to the extent that I wish to do so. This Agreement shall apply to me, my representatives, executors, administrators, guardians, heirs and assigns in any action where a claim could be brought.

Print Employee's Name

Signature of Employee

Signature of Parent or Guardian
(if under age 18)

Date

Restaurant Location

Wendy's Restaurants of Rochester, Inc.
Wendy's of Ft. Wayne, Inc.
Western Reserve Restaurant Management, Inc.
Great Lakes Restaurant Management, LLC
Wendy's of Lorain, Inc.
DiBella's Old Fashioned Submarines, Inc.
C C Restaurant Management, LLC
Their successors and assigns

By: Richard C. Fox
Richard C. Fox, Authorized Officer

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

GREAT LAKES RESTAURANT MANAGEMENT,
LLC

and

Case 03-CA-143685

FAST FOOD WORKERS COMMITTEE

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 26, 2015, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Jason Acomb , General Manager
Great Lakes Restaurant Management, LLC
1051 Main St
Buffalo, NY 14209-2305

CERTIFIED MAIL
7011-3500-0000-8314-9925
RETURN RECEIPT REQUESTED

Timothy A. Davis , Esq.
Constangy Brooks & Smith, LLP
2600 Grand Blvd Ste 750
Kansas City, MO 64108-

REGULAR MAIL

Allyson L. Belowwin , Attorney
Levy Ratner, P.C.
80 8TH Avenue, FL 8
New York, NY 10011-7175

REGULAR MAIL

Fast Food Workers Committee
2-4 Nevins Street
Brooklyn, NY 11217-1010

CERTIFIED MAIL
7011-3500-0000-8314-9932
RETURN RECEIPT REQUESTED

March 26, 2015

JULIO GONZALEZ, Designated Agent of
NLRB

Date

Name

/S/JULIO GONZALEZ

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 03-CA-143685

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Jason Acomb , General Manager
Great Lakes Restaurant Management, LLC
1051 Main St
Buffalo, NY 14209-2305

Timothy A. Davis , Esq.
Constangy Brooks & Smith, LLP
2600 Grand Blvd Ste 750
Kansas City, MO 64108-

ALLYSON L. BELOVIN , Attorney
Levy Ratner, P.C.
80 8TH Avenue
FL 8
New York, NY 10011-7175

Fast Food Workers Committee
2-4 Nevins Street
Brooklyn, NY 11217-1010

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in

evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

Exhibit 1(f)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

GREAT LAKES RESTAURANT MANAGEMENT,
LLC

and

Case 03-CA-143685

FAST FOOD WORKERS COMMITTEE

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 26, 2015, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Jason Acomb , General Manager
Great Lakes Restaurant Management, LLC
1051 Main St
Buffalo, NY 14209-2305

CERTIFIED MAIL
7011-3500-0000-8314-9925
RETURN RECEIPT REQUESTED

Timothy A. Davis , Esq.
Constangy Brooks & Smith, LLP
2600 Grand Blvd Ste 750
Kansas City, MO 64108-

REGULAR MAIL

Allyson L. Belowwin , Attorney
Levy Ratner, P.C.
80 8TH Avenue, FL 8
New York, NY 10011-7175

REGULAR MAIL

Fast Food Workers Committee
2-4 Nevins Street
Brooklyn, NY 11217-1010

CERTIFIED MAIL
7011-3500-0000-8314-9932
RETURN RECEIPT REQUESTED

March 26, 2015

JULIO GONZALEZ, Designated Agent of
NLRB

Date

Name

/S/JULIO GONZALEZ

Signature

Exhibit 2

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3**

**GREAT LAKES RESTAURANT
MANAGEMENT, LLC**

and

Cases 3-CA-143685

FAST FOOD WORKERS COMMITTEE

ANSWER

Great Lakes Restaurant Management, LLC (“Respondent”) files its Answer to the Complaint and Notice of Hearing (“the Complaint”) filed by the Regional Director in the above captioned matter and states as follows:

1. As for the allegations contained in Paragraph 1, subsections (a) and (b) of the Complaint, Respondent admits that it received a copy of the Charge and Amended Charge in Case 3-CA-143685, but Respondent lacks sufficient information to admit or deny the remaining allegations contained in Paragraph 1, subsections (a) and (b), and therefore denies the same.
2. Respondent admits the allegations contained in Paragraph 2, subsections (a) through (c) of the Complaint.
3. Respondent admits the allegations contained in Paragraph 3 of the Complaint.
4. Upon information and belief, Respondent admits the allegations contained in Paragraph 4 of the Complaint.
5. Respondent admits the allegations contained in Paragraph 5 of the Complaint.
6. As for the allegations contained in Paragraph 4, subsections (a) through (c) of the Complaint, Respondent admits only that it maintains a Dispute Resolution Program, which is

attached to the Complaint as Exhibit A, and that such document speaks for itself. Respondent denies all remaining allegations contained in Paragraph 6, subsections (a) through (c).

7. Respondent denies the allegations contained in Paragraph 7 of the Complaint.
8. Respondent denies the allegations contained in Paragraph 8 of the Complaint.
9. Respondent denies any and all allegations not specifically admitted above.

WHEREFORE, Respondent respectfully requests that the Complaint be dismissed in its entirety.

Respectfully Submitted,

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**



Timothy A. Davis
Kimberly F. Seten
2600 Grand Avenue, Suite 750
Kansas City, Missouri 64108
Telephone: 816/472-6400
Facsimile: 816/472-6401
tadavis@constangy.com
kseten@constangy.com

ATTORNEYS FOR RESPONDENT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on the 9th day of April 2015, a true and correct copy of the above and foregoing *Answer* was served via United States Mail, first class postage prepaid, on the following:

Allyson L. Belowvin, Esq.
Levy Ratner, P.C.
80 8TH Avenue, Fl 8
New York, NY 10011-7175

Fast Food Workers Committee
2-4 Nevins Street
Brooklyn, NY 11217-1010



ATTORNEY FOR RESPONDENT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT on May 4, 2015, the following document was electronically filed with the National Labor Relations Board and copies were served on the following parties by electronic mail:

Counsel for the General Counsel's Motion for Summary Judgment
Counsel for the General Counsel's Memorandum of Law

Timothy A. Davis
Costangy Brooks & Smith, LLP
Attorney for Respondent
tadavis@constangy.com

Kimberly F. Seten
Costangy Brooks & Smith, LLP
Attorney for Respondent
kseten@constangy.com

Allyson L. Belowvin
Levy Ratner, P.C.
Attorney for the Union
abelovin@levyratner.com

Dated May 4, 2015

s/ Claire T. Sellers
Claire T. Sellers, Esq.
Counsel for the General Counsel
claire.sellers@nlrb.gov