

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

**PERKINS MANAGEMENT SERVICES
COMPANY**

AND

Case 13-CA-173696

UNITE HERE LOCAL 1

GENERAL COUNSEL'S MOTION FOR DEFAULT JUDGMENT

The General Counsel, based on the facts set forth below and the attached documents, moves, pursuant to Section 102.24 of the National Labor Relations Board's Rules and Regulations (the Board's Rules), that the National Labor Relations Board (the Board) issue a Decision and Order, containing findings of fact and conclusions of law in accordance with the Section 8(a)(1) and (5) allegations of the Complaint in the above-captioned case (Complaint), and order Perkins Management Services Company (Respondent), to fully remedy the unfair labor practices found, and grant such other, further relief as may be proper in the circumstances.

In support of this Motion, the General Counsel shows and alleges that:

1. On April 8, 2016, UNITE HERE Local 1 (the Union) filed the original charge in this case, a copy of which is attached hereto, and marked as Exhibit 1, alleging that Respondent engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. (the Act).

2. On July 27, 2016, the Union filed a first amended charge in this case, a copy of which is attached hereto, and marked as Exhibit 2.

3. On August 2, 2016, the Regional Director approved a bilateral informal Settlement Agreement and Notice to Employees (Settlement Agreement), a copy of which is attached hereto and marked as Exhibit 3, as a resolution to the allegations in the charge.

4. The Settlement Agreement contains a provision entitled "Performance," requiring immediate compliance with the Settlement Agreement's terms, and the following provision addressing the event of Respondent's non-compliance with the terms of the Settlement Agreement:

Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered

enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

5. On August 5, 2016, the Compliance Officer of Region 13, by letter, formally solicited Respondent's compliance with the terms of the Settlement Agreement (including Respondent's obligation to bargain in good faith with the Union, provide monthly summaries regarding the progress of bargaining to the Compliance Officer, and provide all the requested information to the Union). A copy of that letter is attached as Exhibit 4.

6. On November 4, 2016, the Compliance Officer, by email, advised Respondent that unless full compliance with the terms of the Settlement Agreement was achieved within 14 days, the Regional Office would: (1) issue a Complaint; and (2) file a Motion for Default Judgment with the Board. A copy of that email is attached as Exhibit 5.

7. Based on Respondent's subsequent assurances that it intended to comply with the terms of the Settlement Agreement, the Regional Office provided Respondent with additional time to achieve compliance and did not issue a Complaint. Nor did the Regional Office file a Motion for Default Judgment.

8. On November 28, 2016, the Compliance Officer, by email, notified Respondent that it has failed to provide its Certification of Compliance with the terms of the Settlement Agreement and that he would recommend that further proceedings be initiated pursuant to the default provisions of the settlement if evidence of full compliance was not provided to him. See Exhibit 5.

9. On February 6, 2017, the Compliance Officer, by email, reminded Respondent of its obligation to provide monthly summaries regarding the progress of bargaining to him and to also provide the requested information to the Union (with a copy to him) by February 21, 2017. A copy of that email is attached as Exhibit 6.

10. On February 28, 2017, the Compliance Officer, by email, advised Respondent that unless full compliance with the Settlement Agreement was achieved by March 14, 2017, he would recommend that the Regional Director: (1) issue a Complaint; and (2) file a Motion for Default Judgment with the Board. A copy of that email is attached as Exhibit 7.

11. As of this date, Respondent has failed to provide monthly summaries regarding the progress of bargaining to the Compliance Officer and has also failed to provide all of the requested information to the Union. Thus, it remains in default of the terms of the Settlement Agreement.

12. Pursuant to the performance provision of the Settlement Agreement referenced above in paragraph 4, and upon the amended charge described above in paragraph 2, on March 28, 2017, the Regional Director, pursuant to Section 10(b) of the Act and Sections 102.15 of the Board's Rules, issued a Complaint (Complaint), a copy of which is attached hereto and marked as Exhibit 8.

13. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Complaint. The Settlement Agreement unequivocally sets forth that the only issue Respondent may raise before the Board is whether Respondent has defaulted on the terms of the Settlement Agreement. The Board has explicitly approved such a provision and found it enforceable. *Insulation Maintenance & Contracting, LLC*, 357 NLRB No. 50 (2011); *Chicago Parking Company*, 356 NLRB No. 72 (2011). Respondent is being afforded the opportunity to raise before the Board any issues with respect to its default.

14. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, the Board may issue an order providing a full remedy for the violations found as is appropriate to remedy such violations and that a U.S. Court of Appeals

Judgment may be entered enforcing the Board order. As a result of Respondent's default, the General Counsel seeks an Order requiring Respondent to fulfill all of its undertakings in the August 2, 2016 Settlement Agreement.

15. In view of the foregoing, the General Counsel respectfully moves that the Board:
- (a) Find that Respondent has waived its right to file an answer to the Complaint under the terms of the August 2, 2016, Settlement Agreement; that all allegations of the Complaint be deemed to be true; and that no hearing is necessary regarding the allegations in the Complaint;
 - (b) Find that Respondent violated Section 8(a)(1) and (5) of the Act, as alleged in the Complaint;
 - (c) Issue a Decision and Order against Respondent containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Complaint, and provide a full remedy for the unfair labor practices alleged.

Dated at Chicago, Illinois this 29th day of March 2017.

Respectfully Submitted

/s/ J. Edward Castillo

J. Edward Castillo
Counsel for the General Counsel
National Labor Relations Board
Region 13
219 South Dearborn Street, Suite 808
Chicago, Illinois 60604

Attachments

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the Counsel for the General Counsel's Motion for Default Judgment was electronically filed with the National Labor Relations Board on this 29th day of March 2017, and true and correct copies of the document have been served on the parties in the manner indicated below on the same date.

VIA E-MAIL:

Tonya Ford
Perkins Management Services
7730 England St Ste A
Charlotte, NC 28273-5919
Email: tonya@perkinsusa.com

Courtney Smith
UNITE HERE Local 1
218 South Wabash Street Suite 700
Chicago, IL 60604-2449
Phone: (773)610-2423
Email: csmith@unitehere1.org

/s/ J. Edward Castillo

J. Edward Castillo
Counsel for the General Counsel
National Labor Relations Board
219 South Dearborn Street, Suite 808
Chicago, Illinois 60604

Exhibit 1

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 13-CA-173696	Date Filed 4/8/2016

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 Perkins Management Services	b. Tel. No. 704-372-3439
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 7730 England Street Suite A Charlotte, NC 28273	e. Employer Representative Tonya Ford
	g. e-Mail tonya@perkinsusa.com
	h. Number of workers employed ~35
i. Type of Establishment (factory, mine, wholesaler, etc.) University	j. Identify principal product or service Food Service
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) <u>5</u> 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) Refusal to bargain in good faith. After the Union has requested numerous times to bargain the expired collective bargaining agreement with the Employer, the Employer has failed to uphold its duty and meet with the Union in good faith.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) UNITE HERE Local 1	
4a. Address (Street and number, city, state, and ZIP code) 218 S Wabash 7th Floor Chicago, IL 60604	4b. Tel. No. 312-663-4373
	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) UNITE HERE	
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 <u>Courtney Smith</u> (signature of representative or person making charge)	Courtney Smith (Print/type name and title or office, if any)
Address <u>218 S Wabash 7th Floor Chicago, IL 60604</u>	
	Tel. No.
	Office, if any, Cell No. 773-610-2423
	Fax No.
	e-Mail csmith@unitehere1.org

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.

Exhibit 2

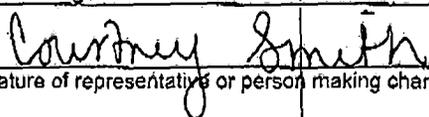
UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST Amended CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
13-CA-173696	07/27/2016

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Perkins Management Services	b. Tel. No. (704)372-3439	c. Cell No.
d. Address (street, city, state ZIP, code) 7730 England St. Ste. A Charlotte, NC 28273-5919	e. Employer Representative Tonya Ford Director of Human Resources	f. Fax No.
		g. e-Mail tonya@perkinsusa.com
		h. Dispute Location (City and State) Chicago, IL
i. Type of Establishment (factory, nursing home, hotel) Management Services	j. Principal Product or Service Food Service	k. Number of workers at dispute location 35
<p>1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) 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.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>Since about the last six months and continuing, the above named Employer has failed and refused to bargain collectively and in good faith with UNITE HERE Local 1 by failing and refusing to meet after the union has requested on numerous times to bargain the expired collective bargaining agreement with the Employer.</p> <p>Since about the last six months and continuing, the Employer has failed to bargain collectively and in good faith with UNITE HERE Local 1, by refusing to timely provide and/or unreasonably delaying providing relevant and necessary information requested by Union Representative Daniel Abraham on 7/7/15 and 9/29/15.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) UNITE HERE Local 1		
4a. Address (street and number, city, state, and ZIP code) 218 South Wabash 7th Floor Chicago, IL 60604-2449	4b. Tel. No. (773)663-4373	4c. Cell No. (773)610-2423
	4d. Fax No. (312)986-3828	4e. e-Mail csmith@unitehere1.org
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) UNITE HERE		
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.		Tel. No. (773)663-4373
By:  (signature of representative or person making charge)	Courtney Smith, Organizer Print Name and Title	Office, if any, Cell No. (773)610-2423
Address: 218 South Wabash, 7th Floor, Chicago, IL 60604-2449	Date:	Fax No.
		e-Mail csmith@unitehere1.org

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.

Exhibit 3

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Perkins Management Services

Case 13-CA-173696

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the employee locker room next to the time clock. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes TF
 Initials

No _____
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint

that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Perkins Management Services		Charging Party UNITE HERE Local 1	
By: Name and Title	Date	By: Name and Title	Date
<i>/s/ Tonya Ford</i> HR Director	8/01/2016	<i>/s/ Courtney Smith</i> Organizer	8/01/2016
Recommended By:	Date	Approved By:	Date
<i>/s/ Elizabeth Cortez,</i> Field Attorney	8/01/2016	<i>/s/ Peter Sung Ohr</i> Regional Director, Region 13	8/02/2016

the settlement agreement. The Agreement provides that the Employer will meet for bargaining sessions with the Union once a month for no less than for six hours per bargaining session for no fewer than six months or until the parties have executed a collective bargaining agreement. This six month period shall commence from the date the settlement agreement is approved on August 2, 2016. Under the terms of the settlement, absent agreement of the parties for bargaining schedule after the initial period of bargaining, the Region may determine that continued monthly bargaining is necessary, the Region can "require additional mandatory sessions of its choosing for one year."

Please advise me of the date, time and place when negotiations will begin. It is recommended that you keep all relevant correspondence, proposals, notes, and other documents. At the end of each month beginning on August 30, 2016 through February 28, 2017 each party should submit a written update on the progress of negotiations to the undersigned Compliance Officer at thomas.porter@nlrb.gov.

Other Remedies: The Agreement also provides that the Employer will provide the Union with the information it requested on July 7 and September 29, 2015 if it exists and if the information does not exist, promptly advise the Union.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

/s/ Thomas B. Porter

THOMAS B. PORTER
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
English & Spanish Notices to Employees
Certification of Compliance

Perkins Management Services
Case 13-CA-173696

- 3 -

August 5, 2016

cc: Courtney Smith
UNITE HERE Local 1
218 South Wabash, 7th Floor
Chicago, IL 60604-2449

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: Perkins Management Services
Case 13-CA-173696

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated English & Spanish Notice to Employees in the above matter was posted on (date) _____ at the following locations: (List specific places of posting)

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Compliance Officer, together with **ONE** original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: Perkins Management Services
Case 13-CA-173696

Information Provided

On (date) _____, the Employer provided the information which is the subject of the Settlement Agreement and referenced in the Notice to Employees to _____

Bargaining Status

On (date) _____, the Union requested bargaining as provided for in the Settlement and referenced in the Notice to Employees; and

On (date) _____, the parties agreed to conduct their first six hour session meeting for bargaining on _____.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Compliance Officer. If the Certification of Compliance Part Two and signed Notice is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.

Exhibit 4



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-1443

Agency Website: www.nlrb.gov
Telephone: (312)353-7570
Fax: (312)886-1341

Agent's Direct Dial: (312)353-7170

August 5, 2016

Tonya Ford
Perkins Management Services
7730 England Street, Suite A
Charlotte, NC 28273-5919

Re: Perkins Management Services
Case 13-CA-173696

Dear Ms. Ford:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on August 2, 2016. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 15 copies of the English and Spanish Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in *the employee locker room next to the time clock* and any other locations where notices are customarily posted for 60 consecutive days at the Employer's place of business located in Chicago, IL. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Certification of Compliance: The Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by not later than **August 12, 2016 with one signed and dated original English and Spanish Notice**. The Certification of Compliance Part Two should be completed and returned by not later than August 12, 2016. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

Remedial Actions:

Bargaining: The Agreement also provides that UNITE HERE Local 1 will demand; and upon request, the Employer bargain in good faith with the Union as the exclusive collective-bargain representative of the unit employees for a reasonable period of time from the date of approval of the Settlement Agreement by the Regional Director as required by *UGL-UNICCO Service Co.*, 357 NLRB 801 (2011) and in accordance with the bargaining schedule set forth in

Exhibit 5

Castillo, J. Edward

From: Porter, Thomas
Sent: Monday, November 28, 2016 2:40 PM
To: 'Tonya Ford' <tonya@perkinsusa.com>
Subject: RE: Perkins Management, 13-CA-173696

Ms. Ford:

To date, I have not received your certification of compliance with the information request portion of the settlement in the captioned matter. Absent your submission of evidence of full compliance as represented, I will be forced to recommend that further proceedings be initiated pursuant to the default provisions of the settlement.

Thomas B. Porter, Compliance Officer
NLRB, Region 13
219 S. Dearborn Street, Suite 808
Chicago, IL 60604
(312) 353-7170
thomas.porter@nrlb.gov

From: Tonya Ford [<mailto:tonya@perkinsusa.com>]
Sent: Thursday, November 17, 2016 6:08 AM
To: Porter, Thomas <Thomas.Porter@nrlb.gov>
Subject: Re: Perkins Management, 13-CA-173696

Mr. Porter,

I would beg to differ with the representation presented to you. I was just with the union on Tuesday and they did not mention any of this. However, I will compile all of the information that has been submitted to the union and RESEND it. I will certify this by the end of the day on November 18th

Thanks

Tonya Ford

Sent from my iPhone

On Nov 4, 2016, at 4:31 PM, Porter, Thomas <Thomas.Porter@nrlb.gov> wrote:

Ms. Ford:

I have reviewed the case documentation in the captioned matter. Although I have received information that the Respondent and Union have engaged in bargaining, based on the information obtained from the Union regarding deficiencies in the information provided to it by Respondent; and in light of Respondent's failure to provide evidence that it had executed and posted the required Spanish Notice to Employees, I am providing this notification of default. In the event that Respondent fails to cure these deficiencies within fourteen (14) days of the date of

this notification, I will recommend that the Region reissue complaint and file a motion for summary judgment.

The settlement requires that Respondent must provide information requested on July 7 and September 29, 2015 if it exists and if the information does not exist, promptly advise the Union. Please submit the executed notices with the date of posting and evidence that the Respondent has responded to each and every element listed below. According to the Union's representative, the information requested and not provided any information or response to the following elements of the July 7, 2015 request including:

- A complete description of all company benefit plans including the cost to the company and the cost to the employee.
- A copy of all current personnel policies, practices or procedures, and a full description of any unwritten policies, practices or procedures.
- A copy of all current work rules, and a full description of any unwritten work rules.
- A copy of each current job description for all positions within the bargaining unit
- A copy of the Summary Plan Description, as well as the Plan, for the employer's current health care plan.
- A copy of any rules, regulations, procedures, administrative manual or other policies or procedures which affect or relate to the company's health care plan.
- A cost breakdown of the employer's current health care plan.
- The name, address and principal contact of the office which administers the health care plan.
- The name and address of the "administrator" of the employer's health care plan, as that term is defined in the Employee Retirement Income Security Act.
- A copy of any contract with any health care provider, insurer, or health care plan.
- A copy of any current profit-sharing plan, stock investment plan, 401(k) plan or similar plan affecting any employee, including a copy of the current Summary Plan Description and the plan itself.
- Copies of all disability plans or programs, including copies of all disability policies maintained by the company.
- A copy of all company life insurance plans or programs covering any employee, including a cost breakdown or cost analysis of such plan.
- A list of all company uniforms or special clothing which the employees are required to wear, including a description of the uniforms or special clothing, the classification of employees which are required to wear these uniforms or special clothing, and a description of the circumstances under which they are to be worn.
- A statement of all company policies or procedures with respect to promotions.
- A statement of any and all company policies or programs relating to training.
- Copies of all manuals, directives, policies, service manuals, maintenance manuals, and other materials related to employee training.
- A statement of all company policies with respect to the handling of cash or non-cash transactions with customers.
- A copy of all company policies and procedures with respect to layoff and recall.
- A copy of all tests which are given to applicants and employees, including application forms.

Respondent must provide the Union with the information, documents or a formal statement that there is no document responsive to every element listed here and submit its evidence of full compliance with this notification on or before November 18, 2016. Your failure to fully and

completely comply with this notification will require my recommendation that the Board initiate further proceedings.

Thomas B. Porter, Compliance Officer
NLRB, Region 13
219 S. Dearborn Street, Suite 808
Chicago, IL 60604
(312) 353-7170
thomas.porter@nlrb.gov

From: Tonya Ford [<mailto:tonya@perkinsusa.com>]
Sent: Tuesday, September 27, 2016 11:12 AM
To: Porter, Thomas <Thomas.Porter@nlrb.gov>
Subject: RE: Perkins Management, 13-CA-173696

Mr. Thomas,

Attached are the scanned versions of the notices that have been posted. We did not post the Spanish copies. We do not have Spanish speaking employees. I will have them posted today however.

Thanks

Tonya L. Ford
Director of Human Resources
Perkins Management Services
7730 England Street
Suite A
Charlotte, NC 28273
Tel: [\(704\) 372-3439](tel:(704)372-3439)
Fax: [\(704\) 372-3441](tel:(704)372-3441)
www.perkinsusa.com

This electronic message transmission and any attachments are intended for the addressee only and may contain privileged, proprietary, or confidential information. Except for professional use by the intended recipient, or as expressly authorized by the sender, any unauthorized person who receives this information is prohibited from disclosing, copying, distributing, and/or using it. If you are an unintended recipient of this message or have received this message in error, please immediately delete it and all copies, and promptly notify the original sender. Thank you in advance for your cooperation.

Exhibit 6

Castillo, J. Edward

From: Porter, Thomas
Sent: Monday, February 06, 2017 9:20 AM
To: 'Courtney Smith'; tonya
Cc: Louis Weeks
Subject: Perkins Management, 13-CA-173696 RE: Information Request

Thank you for the update Ms. Smith.

I will remind all parties to submit the required monthly status report on bargaining which should summarize matters since the last report supplied and include: outstanding issues, the date of the last meeting, the length of time of the last meeting and the next scheduled meeting.

To the extent that the items listed below include information originally requested on July 7 and September 29, 2015, the Employer must affirmatively answer. If there is no documentation in its control which does not answer the information sought, the Employer must affirmatively state that there is no information responsive.

Ms. Ford, please be aware that the deficiencies noted by the Union are substantial. By e-mail of November 17, 2016 you advised this office that you were resending the information and would certify your compliance by the following day November 18. The Union has requested that information again to be supplied by December 23, 2016. While the Union may not have pressed these deficiencies in a more vigorous manner, I will remind you that the settlement you entered into requires that all information be supplied to the satisfaction of the Regional Director.

With this understanding in mind, I recommend that you send copies of the outstanding documents and information requested to the Union with an index itemizing each item in the information response.

Please send a courtesy copy of that itemized index to this office no later than February 21, 2017.

Thomas B. Porter, Compliance Officer
NLRB, Region 13
219 S. Dearborn Street, Suite 808
Chicago, IL 60604
(312) 353-7170
thomas.porter@nrb.gov

From: Courtney Smith [mailto:csmith@unitehere1.org]
Sent: Friday, February 03, 2017 7:06 PM
To: tonya <tonya@perkinsusa.com>
Cc: Porter, Thomas <Thomas.Porter@nrb.gov>; Louis Weeks <lweeks@unitehere.org>
Subject: Information Request

Ms. Ford:

Hope you are well. As of today, we have still not received the following items from our outstanding information request:

A complete description of all company benefit plans including the cost to the company and the cost to the employee.

A copy of all current personnel policies, practices or procedures, and a full description of any unwritten policies, practices or procedures.

A copy of all current work rules, and a full description of any unwritten work rules.

A copy of each current job description for all positions within the bargaining unit

A copy of the Summary Plan Description, as well as the Plan, for the employer's current health care plan.

A copy of any rules, regulations, procedures, administrative manual or other policies or procedures which affect correlate to the company's health care plan.

A cost breakdown of the employer's current health care plan.

The name, address and principal contact of the office which administers the health care plan.

The name and address of the "administrator" of the employer's health care plan, as that term is defined in the Employee Retirement Income Security Act.

A copy of any contract with any health care provider, insurer, or health care plan.

A statement of all company policies or procedures with respect to promotions.

A statement of any and all company policies or programs relating to training.

Copies of all manuals, directives, policies, service manuals, maintenance manuals, and other materials related to employee training.

A statement of all company policies with respect to the handling of cash or non-cash transactions with customers.

A copy of all company policies and procedures with respect to layoff and recall.

A copy of all tests which are given to applicants and employees, including application forms.

When we last spoke during the week of December 19, 2016, you stated that we would get this information by the end of the work week. We have not heard from you. As you can see I excluded the items that we did receive or are no longer relevant.

We will need this information by end of the business day Tuesday, February 14th.

Also, please send us some dates you are available for our next bargaining session. In our last correspondence you stated that you were available to resume negotiations in January, but we have not heard from you.

All the best,

Courtney

--

Courtney Smith

Organizer

UNITE HERE! Local 1

773-610-2423

Exhibit 7

Castillo, J. Edward

From: Porter, Thomas
Sent: Tuesday, February 28, 2017 11:32 AM
To: 'Tonya Ford'
Subject: RE: Perkins Management, 13-CA-173696
Attachments: Outstanding Information.xlsx

Ms. Ford:

Following my notice of default in the close of November, 2016, the parties had resumed bargaining. However, I am informed that the Respondent has failed to complete the responses to the Union which it has required in order to effectively bargain on behalf of the unit employees. By e-mail of February 6, 2017, I advised you to provide the information needed no later than February 21, 2017. To date, the Employer has failed to comply with the information request, and its obligations to provide monthly summaries of the progress of bargaining. Attached is a summary of the information which the Employer has not supplied to the Union.

Accordingly, I am advising you that the Respondent must satisfactorily fulfill all requirements of the outstanding settlement on or before **March 14, 2017**, or I will be obliged to recommend that the Regional Director reissue the complaint previously issued and file motion for default judgment and thereafter pursue all appropriate remedies as is appropriate for Respondent's dilatory tactics.

Thomas B. Porter, Compliance Officer
NLRB, Region 13
219 S. Dearborn Street, Suite 808
Chicago, IL 60604
(312) 353-7170
thomas.porter@nrlb.gov

From: Porter, Thomas
Sent: Monday, November 28, 2016 2:40 PM
To: 'Tonya Ford' <tonya@perkinsusa.com>
Subject: RE: Perkins Management, 13-CA-173696

Ms. Ford:

To date, I have not received your certification of compliance with the information request portion of the settlement in the captioned matter. Absent your submission of evidence of full compliance as represented, I will be forced to recommend that further proceedings be initiated pursuant to the default provisions of the settlement.

Thomas B. Porter, Compliance Officer
NLRB, Region 13
219 S. Dearborn Street, Suite 808
Chicago, IL 60604
(312) 353-7170
thomas.porter@nrlb.gov

- o A complete description of all company benefit plans including the cost to the company and the cost to the employee.
- o A copy of all current personnel policies, practices or procedures, and a full description of any unwritten policies, practices or procedures.
- o A copy of all current work rules, and a full description of any unwritten work rules.
- o A copy of each current job description for all positions within the bargaining unit.
- o A copy of the Summary Plan Description, as well as the Plan, for the employer's current health care plan.
- o A copy of any rules, regulations, procedures, administrative manual or other policies or procedures which affect or correlate to the company's health care plan.
- o A cost breakdown of the employer's current health care plan.
- o The name, address and principal contact of the office which administers the health care plan.
- o The name and address of the "administrator" of the employer's health care plan, as that term is defined in the Employee Retirement Income Security Act.
- o A copy of any contract with any health care provider, insurer, or health care plan.
- o A statement of all company policies or procedures with respect to promotions.
- o A statement of any and all company policies or programs relating to training.
- o Copies of all manuals, directives, policies, service manuals, maintenance manuals, and other materials related to employee training.
- o A statement of all company policies with respect to the handling of cash or non-cash transactions with customers.
- o A copy of all company policies and procedures with respect to layoff and recall.
- o A copy of all tests which are given to applicants and employees, including application forms.

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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, fail to meet at reasonable times and/or otherwise refuse to bargain in good faith with UNITE HERE Local 1 as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All full-time and regular part-time food service employees employed by the Employer at its food services operations located Chicago State University, Chicago, Illinois; excluding confidential and office clerical employees, professional employees, student workers, casual employees, managers, assistant managers, guards, and supervisors as defined in the Act.

WE WILL NOT refuse to provide or unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with UNITE HERE Local 1 as the exclusive collective-bargain representative of our unit employees for a reasonable period of time from the date of approval of the Settlement Agreement by the Regional Director as required by *UGL-UNICCO Service Co.*, 357 NLRB 801 (2011).

WE WILL meet for bargaining sessions with the Union once a month for no less than for six hours a session for six months from the date the settlement agreement is approved, or until the parties execute a collective-bargaining agreement covering the terms and conditions of employment of the Unit employees described above, whichever is sooner. At the conclusion of every month, the parties will report their progress and satisfaction with bargaining progress to the Compliance Officer of Region 13. If the Region determines that continued monthly bargaining is necessary, the Region can require additional mandatory sessions of its choosing for one year. If the parties are in agreement regarding the sufficiency of the bargaining progress, the parties can set their own schedule for bargaining after the completion of initial bargaining has concluded.

WE WILL, to the extent we have not done so, provide the Union with the information it requested on July 7 and September 29, 2015 if it exists and if the information does not exist, promptly advise the Union.

Perkins Management Services

(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL

Telephone: (312)353-7570
Hours of Operation: 8:30 a.m. to 5 p.m.

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.

Exhibit 8

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

**PERKINS MANAGEMENT SERVICES
COMPANY**

and

Case 13-CA-173696

UNITE HERE LOCAL 1

**COMPLAINT BASED ON BREACH OF AFFIRMATIVE
PROVISIONS OF SETTLEMENT AGREEMENT**

Based upon a charge filed by UNITE HERE Local 1 (the Union) in Case 13-CA-173696 against Perkins Management Services Company (Respondent), alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. by engaging in unfair labor practices, on August 2, 2016, a Settlement Agreement and Notice to Employees was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices specified in the Settlement. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the following Complaint is issued.

I

(a) The original charge in this proceeding was filed by the Union on April 8, 2016, and a copy was served on Respondent by U.S. mail on April 12, 2016.

(b) The first amended charge in this proceeding was filed by the Union on July 27, 2016, 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 Chicago, Illinois, herein called Respondent's Chicago facility, has been engaged in the business of providing food and beverage services to colleges and universities, including Chicago State University.

(b) During the past calendar year, a representative period, Respondent purchased and received at its Chicago facility goods, products, and materials valued in excess of \$50,000 directly from points outside the State of Illinois.

(c) 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.

III

(a) About June 23, 2015, after being awarded the dining, catering and concession services contract at Chicago State University, Respondent assumed the operations which had previously been performed by SDH Education West, LLC, d/b/a Sodexo Campus Services (Sodexo).

(b) Since about June 23, 2015, Respondent has continued to provide the services previously performed by Sodexo, in basically unchanged form, at the location described above in paragraph III(a) and has employed, as a majority of its employees, individuals who were previously employees of Sodexo.

(c) Based on the operations described above in paragraphs III(a)-(b), Respondent has continued to be the employing entity of Sodexo's employees and is a successor to Sodexo.

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

Nicholas Perkins	President
Antwane Owens	Chief Financial Officer
Tonya Ford	Human Resources Director
Freddie Lane, Jr.	Chief Administrative Officer

VI

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

All full-time and regular part-time food service employees employed by the Employer at its food services operations located Chicago State University, Chicago, Illinois; excluding confidential and office clerical employees, professional employees, student workers, casual employees, managers, assistant managers, guards, and supervisors as defined in the Act.

(b) Since about 2012, the Union had been the exclusive collective-bargaining representative of the Unit employed by predecessor employers, including most recently Sodexo. During that time period, the Union had been recognized as such representative by predecessor employers, including Sodexo. This recognition had been embodied in successive collective-bargaining agreements, the most recent of which is effective from November 16, 2013, to July 31, 2016.

(c) From about November 16, 2013 to June 22, 2015, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Sodexo.

(d) Since about June 23, 2015, based on the facts described above in paragraph III, the Union has been the designated exclusive collective-bargaining representative of the Unit.

(e) At all times since about June 23, 2015, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

VII

(a) About July 7, 2015, the Union, by email from Dan Abraham to Nicholas Perkins, requested that Respondent recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

(b) Since about January 24, 2016, Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the Unit.

VIII

(a) Since July 7, 2015, and continuing thereafter, the Union, by Dan Abraham, has requested that Respondent furnish the Union with the following information:

- (i) A list of all employees including name, address, phone number, wage rate, job classification and benefit plan participation.

- (ii) A complete description of all company benefit plans including the cost to the company and the cost to the employee.
- (iii) A copy of all current personnel policies, practices or procedures, and a full description of any unwritten policies, practices or procedures.
- (iv) A copy of all current work rules, and a full description of any unwritten work rules.
- (v) A copy of each current job description for all positions within the bargaining unit.
- (vi) A copy of any attendance policy or program.
- (vii) A copy of the Summary Plan Description, as well as the Plan, for the employer's current health care plan.
- (viii) A copy of any rules, regulations, procedures, administrative manual or other policies or procedures which affect or relate to the company's health care plan.
- (ix) A cost breakdown of the employer's current health care plan.
- (x) The name, address and principal contact of the office which administers the health care plan.
- (xi) The name and address of the "administrator" of the employer's health care plan, as that term is defined in the Employee Retirement Income Security Act.
- (xii) A copy of any contract with any health care provider, insurer, or health care plan.
- (xiii) A copy of any current profit-sharing plan, stock investment plan, 401(k) plan or similar plan affecting any employee, including a copy of the current Summary Plan Description and the plan itself.
- (xiv) Copies of all disability plans or programs, including copies of all disability policies maintained by the company.
- (xv) A copy of all company life insurance plans or programs covering any employee, including a cost breakdown or cost analysis of such plan.
- (xvi) A copy of any company policy or procedure with respect to drug or alcohol abuse.

- (xvii) A statement of any policies or procedures with respect to grooming, clothes, weight or height or any other personal affects.
- (xviii) A list of all company uniforms or special clothing which the employees are required to wear, including a description of the uniforms or special clothing, the classification of employees which are required to wear these uniforms or special clothing, and a description of the circumstances under which they are to be worn.
- (xix) A statement of all company policies regarding smoking.
- (xx) A copy of all company policies or procedures with respect to discipline, including any company work rule, house rule, or other rule or regulation which may have disciplinary consequences for any employee for any worker employed in the bargaining unit.
- (xxi) A statement of all company policies or procedures with respect to promotions.
- (xxii) A statement of any and all company policies or programs relating to training.
- (xxiii) Copies of all manuals, directives, policies, service manuals, maintenance manuals, and other materials related to employee training.
- (xxiv) A statement of all company policies with respect to the handling of cash or non-cash transactions with customers.
- (xxv) A copy of all company policies and procedures with respect to layoff and recall.
- (xxvi) A copy of all tests which are given to applicants and employees, including application forms. If there is no written test given, provide a description of any other test given.

(b) The information requested by the Union, as described above in paragraph VIII(a)(i)-(xxvi) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) To date Respondent has failed and refused to furnish the Union with the information requested by the Union as described above in paragraph VIII(a)(ii)-(v), VII(a)(vii)-(xii), and VII(a)(xxi)-(xxvi).

IX

By the conduct described above in paragraphs VII(b) and VIII(a)-(c), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act, and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

X

(a) On August 2, 2016, the Regional Director approved a Settlement Agreement between Respondent and the Union.

(b) In said Agreement, Respondent agreed to:

- (i) Bargain in good faith with the Union as the exclusive collective-bargain representative of the unit employees for a reasonable period of time from the date of approval of the Settlement Agreement by the Regional Director as required by *UGL-UNICCO Service Co.*, 357 NLRB 801 (2011).
- (ii) Meet for bargaining sessions with the Union once a month for no less than for six hours a session for six months from the date the settlement agreement is approved, or until the parties execute a collective-bargaining agreement covering the terms and conditions of employment of the Unit employees described above, whichever is sooner. At the conclusion of every month, the parties will report their progress and satisfaction with bargaining progress to the Compliance Officer of Region 13. If the Region determines that continued monthly bargaining is necessary, the Region can require additional mandatory sessions of its choosing for one year. If the parties are in agreement regarding the sufficiency of the bargaining progress, the parties can set their own schedule for bargaining after the completion of initial bargaining has concluded.

(c) In the Settlement Agreement, Respondent agreed to provide the Union with the information referenced in paragraph VIII(a)(i)-(xxvi), if it exists, and if the information does not exist, promptly advise the Union. However, Respondent has failed to provide the Union with the information referenced in paragraph VIII(a)(ii)-(v), VIII(a)(vii)-(xii), and VIII(a)(xxi)-(xxvi).

(d) By failing and refusing to provide monthly summaries regarding the progress of bargaining to the Compliance Officer of Region 13 and also failing and refusing to furnish the Union with the information set forth above in paragraph VIII(a)(ii)-(v), VIII(a)(vii)-(xii), and VIII(a)(xxi)-(xxvi), Respondent has breached and is in default of the Settlement Agreement.

XI

The General Counsel seeks all relief as may be just and proper to remedy the unfair labor practices alleged above.

NO HEARING OR ANSWER

Because Respondent has previously agreed that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Complaint, no Answer is required and no hearing is necessary.

Dated at Chicago, Illinois this 28th day of March 2017.

/s/ Paul Hitterman

Paul Hitterman
Acting Regional Director
National Labor Relations Board
Region 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027

Appendix A

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Perkins Management Services

Case 13-CA-173696

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the employee locker room next to the time clock. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes TF
 Initials

No
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint

that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Perkins Management Services		Charging Party UNITE HERE Local 1	
By: Name and Title	Date	By: Name and Title	Date
<i>/s/ Tonya Ford</i> HR Director	8/01/2016	<i>/s/ Courtney Smith</i> Organizer	8/01/2016
Recommended By:	Date	Approved By:	Date
<i>/s/ Elizabeth Cortez,</i> Field Attorney	8/01/2016	<i>/s/ Peter Sung Ohr</i> Regional Director, Region 13	8/02/2016

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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, fail to meet at reasonable times and/or otherwise refuse to bargain in good faith with UNITE HERE Local 1 as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All full-time and regular part-time food service employees employed by the Employer at its food services operations located Chicago State University, Chicago, Illinois; excluding confidential and office clerical employees, professional employees, student workers, casual employees, managers, assistant managers, guards, and supervisors as defined in the Act.

WE WILL NOT refuse to provide or unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with UNITE HERE Local 1 as the exclusive collective-bargain representative of our unit employees for a reasonable period of time from the date of approval of the Settlement Agreement by the Regional Director as required by *UGL-UNICCO Service Co.*, 357 NLRB 801 (2011).

WE WILL meet for bargaining sessions with the Union once a month for no less than for six hours a session for six months from the date the settlement agreement is approved, or until the parties execute a collective-bargaining agreement covering the terms and conditions of employment of the Unit employees described above, whichever is sooner. At the conclusion of every month, the parties will report their progress and satisfaction with bargaining progress to the Compliance Officer of Region 13. If the Region determines that continued monthly bargaining is necessary, the Region can require additional mandatory sessions of its choosing for one year. If the parties are in agreement regarding the sufficiency of the bargaining progress, the parties can set their own schedule for bargaining after the completion of initial bargaining has concluded.

WE WILL, to the extent we have not done so, provide the Union with the information it requested on July 7 and September 29, 2015 if it exists and if the information does not exist, promptly advise the Union.

Perkins Management Services

(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL

Telephone: (312)353-7570
Hours of Operation: 8:30 a.m. to 5 p.m.

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.