NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

3232 Central Ave, LLC d/b/a Central Market of Indiana, Inc. *and* Local 881, United Food and Commercial Workers. Cases 13–CA–172779, 13–CA–173389, and 13–CA–194865

August 21, 2018

DECISION, ORDER, AND ORDER REMANDING

BY MEMBERS PEARCE, MCFERRAN, AND KAPLAN

The General Counsel seeks a default judgment in this case on the ground that the Respondent, 3232 Central Ave., LLC d/b/a Central Market of Indiana, Inc., failed to file an answer to the complaint. Upon charges filed by Local 881, United Food and Commercial Workers (the Union) on March 29 and April 6, 2016,[1] the General Counsel issued an order consolidating cases, consolidated complaint and notice of hearing (the complaint, or original complaint) on September 29, 2016, alleging that the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act). On October 13, 2016, the Respondent, acting pro se, submitted a letter contending that the complaint should be dismissed.

Thereafter, upon a new charge filed by the Union on March 15, 2017, the General Counsel issued an order postponing the hearing pending investigation of the new charge and, on January 31, 2018, issued an amended second consolidated complaint and notice of hearing (the amended complaint). Copies of the charges and the amended complaint were properly served on the Respondent by regular and certified mail. The Respondent did not file an answer to the amended complaint. On February 15, 2018, the Region notified the Respondent that it had failed to file an answer to the amended complaint by the specified deadline, and unless the Respondent filed an answer by February 22, 2018, a motion for default judgment would be filed with the Board. The Respondent did not, thereafter, file an answer to the amended complaint.

On February 26, 2018, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On February 28, 2018, the Board issued an order transferring proceeding to the Board and Notice to Show Cause why the motion should not be granted. The Respondent filed a late response to the Notice to Show Cause, and subsequently filed a motion to allow its late-filed response.[2]

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

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that a respondent "must specifically admit, deny, or explain each of the facts alleged in the complaint, unless the Respondent is without knowledge, in which case the Respondent must so state, such statement operating as a denial." It further provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. The original, September 29, 2016 complaint alleges that the Respondent violated Section 8(a)(5) and (1) of the Act by ceasing to make contributions to the Union's health and welfare fund and pension fund, and by refusing to furnish the Union with certain requested information.

The Respondent, acting pro se, submitted a letter responding to the original complaint. The letter, received by the Regional Office by the October 13, 2016 deadline for filing an answer to the complaint, states that it is in reference to the complaint and recounts the parties' negotiations after the Respondent acquired the Company. It describes the Respondent's implementation of its "best and last offer" upon reaching impasse, explaining that the implemented offer involved a $500 lump-sum payment and $100 monthly payments to employees for "obtaining their own health care coverage." The letter also denies failing to make pension contributions, and concludes by stating that the Respondent has not violated the Act and the complaint should be dismissed.

The subsequently issued January 31, 2018 amended complaint includes the allegations from the original complaint and adds allegations that the Respondent vio-

[1] The charge in Case 13–CA–173389, filed April 6, 2016, was amended June 15, 2016, and further amended August 30, 2016.

[2] In its motion to allow the late-filed response, the pro se Respondent contends that its filing was late because it had ceased operations and had no funds at its disposal, and states that its "tardiness" was unintentional. Such reasons are not typically considered good cause for a late filing. See, e.g., *Newark Symphony Hall*, 323 NLRB 1297, 1297 (1997) (ignorance of the law does not constitute good cause for failing to file a timely answer). Neither does the inability of a respondent to pay for counsel constitute good cause. See *Lockhart Concrete*, 336 NLRB 956, 956–957 (2001). It is also no defense that a respondent has ceased operations. See *Dong-a Daily North America*, 332 NLRB 15, 15–16 (2000) (neither cessations of operations nor bankruptcy proceedings constitute good cause for failure to file timely answer). Finally, the Respondent cannot, as it substantively seeks to do here, file an untimely answer in response to a notice to show cause, where good cause has not been shown for the delay. See *Lockhart Concrete*, supra, at 957; *Perry Bros. Trucking, Inc.*, 364 NLRB No. 10, slip op. at 1 (2016). Accordingly, we find that the response to the Notice to Show Cause does not warrant consideration.

lated the Act by reducing the hours of bargaining unit members on two separate occasions, prohibiting bargaining unit members from taking vacation days, making $100 payments directly to union members in lieu of making contributions to the health and welfare fund, and unilaterally laying off and/or constructively discharging all union members in the bargaining unit. The amended complaint advised the Respondent that unless an answer was received by February 14, 2018,[3] the Board may find, pursuant to a motion for default judgment, that the allegations in the amended complaint are true.

The Respondent filed no response to the amended complaint, and the General Counsel filed a Motion for Default Judgment. The motion references the amended complaint and the Respondent's failure to file an answer to the amended complaint, but does not reference the original complaint or the Respondent's October 13, 2016 letter.

At the outset, we recognize that the Respondent does not have legal representation in this proceeding. In determining whether to grant a motion for default judgment on the basis of a respondent's failure to file a sufficient or timely answer, the Board typically shows "some leniency toward respondents who proceed without benefit of counsel." *Clearwater Sprinkler System*, 340 NLRB 435, 435 (2003). In fact, "the Board will generally not preclude a determination on the merits of a complaint if it finds that a pro se respondent has filed a timely answer, which can reasonably be construed as denying the substance of the complaint allegations." Id., citing *Harborview Electric Construction Co.*, 315 NLRB 301 (1994).

The October 13, 2016 letter constitutes an attempt by the pro se Respondent to duly file an answer to the original complaint. It was submitted prior to the deadline for filing an answer, and the first line of the letter states that it is "[i]n reference to the above cited complaint." It thereafter recounts the circumstances the Respondent believes are relevant to the complaint allegations, and concludes with a statement that the complaint should be dismissed. To the extent the letter fails to comply with all of the procedural rules for filing an answer, such failure does not preclude its consideration as an answer to the complaint, because it was submitted without the benefit of counsel.[4]

Having found that the Respondent's October 13, 2016 letter constitutes a timely filed answer to the complaint, we now consider the letter's impact on the motion for default judgment. It is well established that "[t]he Board will not grant default judgment on an allegation responded to in a timely-filed answer to a complaint even though the respondent later fails to timely answer an amended complaint repeating that allegation, provided that the repeated allegation is 'substantively unchanged' from the original." *RFS Ecusta, Inc.*, 342 NLRB 920, 920–921 (2004).

Here, the complaint alleges, among other things, that the Respondent unlawfully ceased making contributions to the Union's health and welfare and pension funds. These allegations are repeated in the amended complaint, at subparagraphs IX(a) and (b). The Respondent's letter denies that it unlawfully ceased making contributions to the health and welfare fund, as it states that it negotiated with the Union to impasse, that it then notified the Union that it was implementing its "best and last offer," and that said offer included a $500 lump-sum payment and an additional $100 per month payment towards each employee's healthcare costs. The letter also denies that the Respondent had ceased making contributions to the pension fund. We find that these statements sufficiently deny the original complaint's allegations concerning the cessation of contributions to the health and welfare and pension funds, and therefore default judgment is not warranted as to these allegations in the amended complaint.

Additionally, we find that default judgment is not warranted as to the amended complaint's subparagraph IX(d), alleging that between about November 2016 and January 2017, in lieu of making contributions to the health and welfare fund, the Respondent made $100 payments directly to union members in the bargaining unit. Although this allegation was not specifically included in the original complaint, we find the Respondent's October 13, 2017 letter essentially denies this allegation with its explanation that the payments were made as part of the implementation of its final offer.[5] Because the Respondent's letter includes an adequate denial of this allegation, we shall deny default judgment as to subparagraph IX(d) of the amended complaint.

The Respondent's letter does not, however, address the remaining allegations of unlawful conduct in the original complaint and the amended complaint. These consist of

[3] Unless otherwise indicated, all dates hereafter refer to 2018.

[4] See, e.g., *Prompt Medical Transportation, Inc. d/b/a Prompt Ambulance Service*, 366 NLRB No. 50, slip op. at 3 (2018) ("[B]ecause the Respondent's letter was filed without benefit of counsel, we will not preclude a hearing on the merits simply because of the Respondent's failure to comply with all our procedural rules.").

[5] Although subpar. IX(d) alleges that the Respondent made $100 payments between November 2016 and January 2017, i.e., a period after the Respondent's October 13, 2016 letter, the Respondent's letter explained that the implementation of its final offer included a continuing $100 monthly payment to employees to help them with their monthly health care costs.

the allegations in paragraph VI of the original complaint, repeated in paragraph VIII of the amended complaint, that it failed and refused to furnish the Union with certain requested information, and allegations in paragraph VII and subparagraph IX(c) of the amended complaint that it reduced the hours of bargaining unit members, unilaterally laid off and/or constructively discharged all union members in the bargaining unit, and prohibited bargaining unit members from taking vacation days. In the absence of any answer to these allegations, we find that default judgment is warranted as to them.

Accordingly, because the Respondent filed an answer to the original complaint denying the allegations ultimately alleged in subparagraphs IX(a), (b), and (d) of the amended complaint, we shall deny the General Counsel's Motion for Default Judgment as to these allegations and we shall sever and remand them to the Region for further appropriate action. However, in the absence of good cause being shown for the lack of a timely answer to all other allegations in the amended complaint, we shall grant default judgment as to these allegations.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a corporation with an office and place of business located in Lake Station, Indiana, has been engaged in the retail sale of food and related products.

During the 12-month period ending January 31, 2018, a representative period, the Respondent, in conducting its business operations described above, derived gross revenues in excess of $500,000, and purchased and received at its Lake Station, Indiana facility products, goods, and materials valued in excess of $5000 directly from points outside the State of Indiana.

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

II. ALLEGED UNFAIR LABOR PRACTICES

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

Zafar Sheikh	--	Manager
Bashir Chaudry	--	Manager
Bushra Naseer	--	Owner
Sean Sheikh	--	Owner

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

> All employees working in the above retail store of the Company who are actively engaged in handling or selling of merchandise, excluding those employees in the Meat Department, Deli Department, Seafood Department, Maintenance Employees, one (1) Store Manager, one (1) Produce Manager, three (3) Assistant Managers, one (1) Grocery Manager and Pharmacists.

From about February 12, 2013, until about May 15, 2015, the Union had been the exclusive collective-bargaining representative of the unit employed by the Central Market, and during that time the Union had been recognized as such representative by Central Market. This recognition was embodied in successive collective-bargaining agreements, the most recent of which is effective from February 12, 2013, to February 8, 2016.

Since about May 15, 2015, based on the facts above, the Union has been the designated exclusive collective-bargaining representative of the unit.

At all times since May 15, 2015, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

1. Starting about mid-August of 2016, and continuing through March 2017, the Respondent unilaterally reduced the work hours of union members in the bargaining unit described above by removing them from the Sunday work schedule.

2. Starting about early October of 2016 and continuing through about March 2017, the Respondent unilaterally further reduced the work hours of union members in the bargaining unit described above.

3. Between about December 2016 and about March 2017, the Respondent unilaterally laid off and/or constructively discharged all union members in the bargaining unit described above.

4. The conduct described above in paragraphs 1 through 3 is inherently destructive of the rights guaranteed employees by Section 7 of the Act.

5. The Respondent engaged in the conduct described above in paragraphs 1 through 3, because the employees supported and assisted the Union and in order to discourage its employees from engaging in these activities.

6. Since about November 15, 2015, the Union has requested in writing that the Respondent furnish the Union with the following information:

(a) Average weekly number of employees and hours worked by job classification and wage rate, specifying the number of employees working in each classification and their classification wage rate;

(b) Total straight-time hours worked;

(c) Overtime hours and total premium expense;

(d) Paid sick time hours and total expense;

(e) Funeral leave hours paid and total expense;

(f) Jury Duty total hours paid and total expense;

(g) Holiday hours worked and total premium expense separately for all employees;

(h) Holiday hours (paid but not worked), separately for all employees;

(i) Total vacation hours and vacation pay plus the number of employees with 1, 2, 3, etc. weeks of vacation for all employees;

(j) Any other bonuses or premiums paid to employees.

7. The information requested by the Union, as described above in paragraph 6, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

8. Since about February 8, 2016, the Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6.

9. About October 19, 2016, the Respondent unilaterally instituted a policy which prohibited employees in the bargaining unit described above from taking vacation days.

10. The subject set forth above in paragraph 9 relates to wages, hours, and other terms and conditions of employment of the unit and is a mandatory subject for the purposes of collective bargaining.

11. Respondent engaged in the conduct described above in paragraph 9 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

Conclusions of Law

1. By the conduct described above in paragraphs 1 through 5 and 9, the Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

2. By the conduct described above in paragraphs 1 through 11, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative for its employees in violation of Section 8(a)(5) and (1) of the Act.

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

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, it is ordered to cease and desist and to take certain affirmative action designed to effectuate the Act.

Specifically, having found that the Respondent violated Section 8(a)(5), (3), and (1) of the Act by reducing the hours of its union-member unit employees and instituting a policy prohibiting unit employees from taking vacation days, we shall order the Respondent to rescind the reductions of work hours and the prohibition of taking vacation days. The Respondent shall also be required to make whole its unit employees for any loss of wages or other benefits suffered as a result of this unlawful conduct in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

Additionally, having found that the Respondent violated Section 8(a)(5), (3), and (1) of the Act by laying off and/or constructively discharging unit employees, we shall order the Respondent to offer them full reinstatement to their former jobs or, if such jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. In addition, we shall order the Respondent to make employees whole for any loss of earnings and other benefits suffered as a result of the discrimination against them. Backpay shall be computed in accordance with *F. W. Woolworth Co*., 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center,* supra. In accordance with *King Soopers, Inc.*, 364 NLRB No. 93 (2016), the Respondent shall compensate them for their search-for-work and interim employment expenses, if any, regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. We shall also order the Respondent to compensate affected employees for the adverse tax consequences, if any, associated with receiving lump-sum backpay awards and to file with the Regional Director for Region 13 a report allocating the backpay award to the appropriate calendar year. *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016). We shall also order the Respondent to remove from its

files any references to their unlawful discharges and reductions of hours, and within 3 days thereafter to notify them in writing that this has been done and that their unlawful discharges and reductions of hours will not be used against them in any way.

Finally, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with necessary and relevant information requested since about November 15, 2015, we shall order the Respondents to provide the Union with the requested information that is necessary for and relevant to its role as the limited collective-bargaining representative of the unit.

ORDER

The National Labor Relations Board orders that the Respondent, 3232 Central Avenue, LLC d/b/a Central Market of Indiana, Inc., Lake Station, Indiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Reducing the work hours of unit employees because they support and assist the Union, Local 881, United Food and Commercial Workers, and to discourage employees from engaging in these activities.

(b) Prohibiting employees in the bargaining unit from taking vacation days because they support and assist the Union, and to discourage employees from engaging in these activities.

(c) Laying off, constructively discharging or otherwise discriminating against employees for supporting the Union or any other labor organization.

(d) Unilaterally changing the terms and conditions of employment of its unit employees.

(e) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

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

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

(a) Rescind the reductions of work hours for unit employees that were unilaterally implemented about August 2016 and October 2016.

(b) Rescind the policy prohibiting unit employees from taking vacation days that was unilaterally implemented about October 19, 2016.

(c) Before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following bargaining unit:

> All employees working in the above retail store of the Company who are actively engaged in handling or selling of merchandise, excluding those employees in the Meat Department, Deli Department, Seafood Department, Maintenance Employees, one (1) Store Manager, one (1) Produce Manager, three (3) Assistant Managers, one (1) Grocery Manager and Pharmacists.

(d) Make its unit employees whole for any loss of earnings and other benefits suffered as a result of the unlawful reductions of work hours and policy prohibiting unit employees from taking vacation days, in the manner set forth in the remedy section of this decision.

(e) Within 14 days from the date of this Order, offer its unit employees who were laid off and/or constructively discharged between December 2016 and March 2017 full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(f) Make unit employees laid off or constructively discharged between December 2016 and March 2017 whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of this decision.

(g) Compensate the affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 13, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

(h) Within 14 days from the date of this Order, remove from its files any reference to the unlawful reductions of hours, layoff and constructive discharges, and within 3 days thereafter, notify the employees in writing that this has been done and that the reductions of hours and discharges will not be used against them in any way.

(i) Furnish to the Union in a timely manner the information requested by the Union on about November 15, 2015.

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

(k) Within 14 days after service by the Region, post at its Lake Station, Indiana facility copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 13 after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since about February 8, 2016.

(l) Within 21 days after service by the Region, file with the Regional Director for Region 13 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the General Counsel's Motion for Default Judgment is denied as to subparagraphs IX(a), (b), and (d) of the amended complaint, and those allegations are remanded to the Regional Director for Region 13 for further appropriate action.

Dated, Washington, D.C. August 21, 2018

Mark Gaston Pearce, Member

Lauren McFerran, Member

Marvin E. Kaplan, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

[6] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

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

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT reduce your hours because you support and assist the Union, Local 881, United Food and Commercial Workers, and to discourage you from engaging in these activities.

WE WILL NOT prohibit you from taking vacation days because you support and assist the Union, and to discourage you from engaging in these activities.

WE WILL NOT change your terms and conditions of employment without first notifying the Union and giving it an opportunity to bargain.

WE WILL NOT discharge or otherwise discriminate against any of you for supporting the Union or any other labor organization.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

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

WE WILL rescind the reductions of hours of our unit employees that were unilaterally implemented about August 2016 and October 2016.

WE WILL rescind the policy prohibiting unit employees from taking vacation days.

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following bargaining unit:

All employees working in the above retail store of the Company who are actively engaged in handling or selling of merchandise, excluding those employees in the

Meat Department, Deli Department, Seafood Department, Maintenance Employees, one (1) Store Manager, one (1) Produce Manager, three (3) Assistant Managers, one (1) Grocery Manager and Pharmacists.

WE WILL make unit employees whole for any loss of earnings and other benefits suffered as a result of our unlawful unilateral reductions of their hours and prohibition against taking vacation days, plus interest.

WE WILL, within 14 days from the date of the Board's Order, offer our unit employees who were laid off and/or constructively discharged between December 2016 and March 2017 full reinstatement to their former jobs or, if those jobs no longer exists, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make unit employees who were laid off and/or constructively discharged between December 2016 and March 2017 whole for any loss of earnings and other benefits resulting from their unlawful layoffs and/or discharges, less any net interim earnings, plus interest, and WE WILL also make such employees whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 13, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful reductions of hours and discharges of unit employees, and WE WILL, within 3 days thereafter, notify each of them in writing that this has been done and that the discharges will not be used against them in any way.

WE WILL furnish to the Union in a timely manner the information requested by the Union on about November 15, 2015.

3232 CENTRAL AVE, LLC D/B/A CENTRAL MARKET OF INDIANA, INC.

The Board's decision can be found at www.nlrb.gov/case/13-CA-172779 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.