UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

JOY LUCK PALACE INC. D/B/A JOY LUCK PALACE RESTAURANT

and

Case Nos 02-CA-213541
02-CA-216489
02-CA-221921

318 RESTAURANT WORKERS UNION

GENERAL COUNSEL MOTION TO TRANSFER CASE TO THE BOARD AND FOR DEFAULT JUDGMENT

Pursuant to Sections 102.20, 102.24, and 102.50 of the amended Rules and Regulations of the National Labor Relations Board (the "Board"), Counsel for General Counsel respectfully moves the Board to: (1) transfer the above-captioned matter and continue the proceedings before the Board; (2) deem the allegations in the outstanding Amended Consolidated Complaint and Order Rescheduling Hearing ("Amended Complaint") in this matter, issued on January 18, 2019, admitted to be true without taking substantive evidence supporting the allegations; and (3) issue a Decision and Order granting default judgment. In support of this Motion, the General Counsel submits the following.

1. On January 23, 2018, 318 Restaurant Workers Union ("Charging Party" or "Union") filed an unfair labor practice charge in Case No. 02-CA-213541 against Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant ("Respondent"), alleging violations of Sections 8(a)(1), (3), and (5) of the National Labor Relations Act (the "Act"), 29 U.S. C. Sections 158(a)(1), (3), and (5). A copy of the charge was served by regular mail on Respondent on January 25, 2018.[1] The

[1] A copy of the original charge and the affidavit of service are attached as Exhibits 1(a) and 1(b).

charge in Case No. 02-CA-213541 was amended on July 31, 2018, and was served on Respondent by regular mail on August 1, 2018.[2]

2. On March 12, 2018, the Union filed an unfair labor practice charge in Case 02-CA-216489 against Respondent, alleging violations of Sections 8(a)(1), (3), and (5) of the Act. A copy of the charge was served by regular mail on Respondent on March 14, 2018.[3] The charge in Case No. 02-CA-216489 was amended on April 16, 2018, and was served on Respondent by regular mail on April 18, 2018.[4]

3. On June 11, 2018, the Union filed an unfair labor practice charge in Case No. 02-CA-221921 against Respondent, alleging violations of Sections 8(a)(1) and (5) of the Act. A copy of the charge was served by regular mail on Respondent on June 13, 2018.[5]

4. Following an investigation of the charges, as amended, on September 27, 2018, the Regional Director for Region 2 issued a letter approving the Union's request to withdraw certain allegations in Cases 02-CA-213541 and 02-CA-216489.[6]

5. On September 28, 2018, the Regional Director issued an Order Consolidating Complaint and Notice of Hearing in the instant matter ("Complaint"), which was served on the same day on Respondent via certified mail in accordance with Rule 102.113(a) of the Board's Rules and Regulations, at Respondent's last known address at 98 Mott Street, New York, NY 10013, alleging Respondent violated Sections 8(a)(1), (3), and (5) of the Act.[7] The U.S. Postal

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[2] A copy of the amended charge and the affidavit of service are attached as Exhibits 2(a) and 2(b).

[3] A copy of the charge and the affidavit of service are attached as Exhibits 3(a) and 3(b).

[4] A copy of the amended charge and the affidavit of service are attached as Exhibits 4(a) and 4(b).

[5] A copy of the charge and the affidavit of service are attached as Exhibits 5(a) and 5(b).

[6] A copy of the Region's letter approving the Union's partial withdrawal request is attached as Exhibit 6.

[7] A copy of the Complaint and the affidavit of service are attached as Exhibits 7(a) and 7(b).

Service delivery tracking notice shows the Complaint was delivered to the "Front Desk/Reception/Mail Room" of the Respondent on October 5, 2018.[8] A copy of the Complaint was also emailed to president Patrick Mock at joyluckpalaceny@gmail.com and to manager Tony Chen at joyluckpalacerestaurant98@gmail.com.[9] These were the same email addresses that were successfully and repeatedly used to communicate with those individuals during the investigation of the allegations in this case.

6. Respondent did not file an Answer within fourteen days of service of the Complaint, as required by Section 102.20 and 102.21 of the Board's Rules and Regulations.

7. On November 5, 2018, the General Counsel, by the undersigned, by letter sent via email and regular first-class mail, notified Respondent that it had not filed an Answer to the Complaint. The letter provided Respondent an additional opportunity to file an Answer by no later than November 13, 2018.[10]

8. Respondent did not file an Answer to the Complaint.

9. In about late December 2018, the Region learned that the Respondent had ceased operations and closed. On January 18, 2019, the Regional Director issued the Amended Complaint, which repeated the allegations in the Complaint and included certain new allegations concerning the closing of Respondent's operation in or about August 2018. The Amended Complaint (1) clarified that the General Counsel alleged Respondent failed and refused to meet and bargain about

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[8] A copy of Region's internal USPS tracking sheet with the certified mail tracking number 7017 1450 0000 3544 6603 is attached as Exhibit 7(c) and the USPS Tracking Results on this tracking number at wwww.usps.com is attached as Exhibit 7(d).

[9] A copy of the October 1, 2018 email is attached as Exhibit 7(e).

[10] A copy of the November 5, 2018 letter and the email sending the letter to president Patrick Mock at joyluckpalaceny@gmail.com and to manager Tony Chen at joyluckpalacerestaurant98@gmal.com are attached as Exhibits 8(a) and 8(b).

the effects of the partial closing on February 1, 2018; (2) further alleged Respondent had failed to give the Union prior notice and an opportunity to bargain about the effects of Respondent's closing on or about August 23, 2018; and (3) sought an order requiring Respondent make whole the employees in the Unit in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), as clarified in *Melody Toyota*, 325 NLRB 846 (1998).

10. The Amended Complaint was served on Respondent the same day via certified mail in accordance with Rule 102.113(a) of the Board's Rules and Regulations, at Respondent's last known address at 98 Mott Street, New York, NY 10013, and at the home address of president Patrick Mock. The Amended Complaint alleged Respondent had violated Sections 8(a)(1), (3), and (5) of the Act.[11] Although it appears that the Amended Complaint was inadvertently addressed to the Respondent with an incorrect zip code, the U.S. Postal Service delivery tracking notice shows the Amended Complaint was in fact delivered to the Respondent's correct last known address, at 98 Mott Street, New York, NY 10013, at 1:18 pm on January 24, 2019, where it was "refused."[12] The U.S. Postal Service delivery tracking notice for the Amended Complaint sent to Mock at his home address showed that delivery was attempted on January 24, 2019, but because "No Authorized Recipient [was] Available," a notice was left at Mock's home address for scheduling redelivery.[13] It does not appear that Mock ever complied with the U.S. Postal Service's request. A copy of the Amended Complaint was also emailed to president Patrick Mock at

[11] A copy of the Amended Complaint and the affidavit of service are attached as Exhibits 9(a) and 9(b).

[12] USPS tracking sheet with the certified mail tracking number 7015 1730 0001 4160 7153 is attached as Exhibit 9(c), the USPS Tracking Results on this tracking number at wwww.usps.com is attached as Exhibit 9(d), and a copy of the return envelope is attached as Exhibit 9(e).

[13] A copy of USPS Tracking Results for the certified mail to Patrick Mock with tracking number 7017 1450 00003544 7464 at wwww.usps.com is attached as Exhibit 9(f).

joyluckpalaceny@gmail.com and to manager Tony Chen at joyluckpalacerestaurant98@gmal.com.[14]

11. Again, Respondent did not file an Answer within fourteen days of service of the Amended Complaint, as required by Section 102.20 and 102.21 of the Board's Rules and Regulations.

12. On February 6, 2018, the General Counsel, by the undersigned, by letter with a copy of the Amended Complaint enclosed, sent regular first-class mail to Respondent's last known address at 98 Mott Street, New York, NY 10013, and to the home address of Patrick Mock, Tony Chen, and Yong Jin Chen, notified Respondent that it had not filed an Answer to the Amended Complaint. The letter provided Respondent an additional opportunity to file an Answer by no later than February 12, 2019. Respondent was further advised that if it failed to file an Answer by that date, the General Counsel would file a Motion for Default Judgment.[15]

13. To date, Respondent has not filed an Answer to the Amended Complaint.

14. General Counsel submits that as shown by the foregoing, Respondent has submitted no answer or defense for the acts alleged in the Amended Complaint and that no hearing is necessary in this matter because Respondent's failure to file an answer warrants a finding that the allegations contained in the Amended Complaint be deemed admitted to be true under Section 102.20 of the Board's Rules and Regulations. See, e.g. *HMR3-7141 LLC*, 365 NLRB No. 148 (2017). Thus, General Counsel respectfully requests that the Board make findings of fact and

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[14] A copy of the email dated January 22, 2019 with the Amended Complaint sent to Mock and Chen is attached as Exhibit 9(g).

[15] A copy of the February 6, 2019 letter with the Amended Complaint are attached as Exhibits 10(a) and 10(b), respectively.

conclusions of law, finding that the conduct of Respondent violated Sections 8(a)(5); (3) and (1) of the Act as alleged in the Amended Complaint.

WHEREFORE, General Counsel respectfully moves that the Board:

1. Issue an order transferring this proceeding to the Board and a Notice to Show Cause why the motion should not be granted;

2. In the absence of good cause being shown for Respondent's failure to file an answer to the Amended Complaint, deem the allegations to be admitted as true and grant the General Counsel's Motion for Default Judgment; and

3. Issue a Decision and Order making findings of fact and conclusions of law in accordance with the allegations of the Amended Complaint and issue the proposed Order and Notice to Employees, which are attached as Exhibits 11(a) and 11(b), respectively, and/or that the board issue any other order and/or remedy deemed appropriate.

Dated: March 1, 2019
New York, New York

Joane Si Ian Wong
Counsel for the General Counsel
National Labor Relations Board, Region 2
26 Federal Plaza, Room 3614
New York, New York 10278

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case: 02-CA-213541 | Date Filed: 1/23/18

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
Joy Luck Palace Restaurant

b. Tel. No. (212) 219-2828

c. Cell No.

d. Address *(Street, city, state, and ZIP code)*
98 Mott Street
New York, NY 10013

e. Employer Representative
Tak M. Yee
Yong Jin Chen

f. Fax No. (212) 343-7499

g. e-Mail

h. Number of workers employed
60+

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Restaurant

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)* 8(a)(1); 8(a)(3); and 8(a)(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.

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

Please see attached.

RECEIVED
JAN 23 2018
BY: .....

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
318 Restaurant Workers Union

4a. Address *(Street and number, city, state, and ZIP code)*
345 Grand Street
c/o CSWA
New York, NY 10002

4b. Tel. No.

4c. Cell No. 917-554-8430

4d. Fax No.

4e. e-Mail
pres.318rwu@gmail.com

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

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

By _____ Nelson Mar, President
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 345 Grand St., New York, NY 10002 1/23/2018 *(date)*

Tel. No.

Office, if any, Cell No.

Fax No.

e-Mail

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 1 (a)

NLRB Charges:
8(a)(1), 8(a)(3) and 8(a)(5)

1. On about Jan 20, 2018, the above-named employer and its representatives threatened to partially close the Restaurant in retaliation for the employees who engage in union and protected concerted activities.

2. Since November 2017, the above-named employer and its representative reduced the employees' earning and working hours by outsourcing the dim sum service in retaliation for employees engaging in union and protected concerted activities. The employer took the dim sum that was produced in the Restaurant to other places to sell them and as a result, the dim sum sellers work hours have been cut and the waiters income have been reduced.

3. On or about September 2017, the above-named employer and its representatives refused to let Xiao Li Zhu to return to work after an approved sick leave to discourage other employees from engaging in protected concerted activities and union activities.

4. Since on about July 2017, the above-named employer and its representatives have not bargained in good faith. After more than 6 months of negotiations, and an oral agreement to each article in the proposed collective bargaining agreement, the employer has refused to sign the contract.

5. Since on or about July 2017; the employer, its officers, agents and representatives continuously targeted Xiao Li Zhu and her group of workers by intentionally assigning less favorable schedules and increased work load in retaliation for her union and protected concerted activities.

6. On about the beginning of January 2018, the above named employer and its representatives threatened the shop stewards Xiao Li Zhu and Choi King Yu to change the employees' terms and working condition to discourage the employees from supporting the union.

7. On about the beginning of January 2018, the above-named employer and its representatives threatened the union representatives Xiao Li Zhu and Choi King Yu to change the employees' terms and working conditions to discourage the employees from supporting the union's efforts to file a charge at the NLRB.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Joy Luck Palace Restaurant Charged Party and **318 Restaurant Workers Union** Charging Party	**Case No. 02-CA-213541**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I Teressa Proctor, the undersigned employee of the National Labor Relations Board, state under oath that on January 25, 2018 , I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Joy Luck Palace Restaurant
Attn: Tak M Yee
98 Mott Street
New York, NY 10013

January 25, 2018

Teressa Proctor, Designated Agent of NLRB
Name

Date

Teressa Proctor
Signature

Exhibit 1(b)

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
Amended CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 02-CA-213541	Date Filed 7-31-18

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
Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant

b. Tel. No. (212) 219-2828

c. Cell No.

f. Fax No. (212) 343-7 499

d. Address *(Street, city, state, and ZIP code)*
98 Mott St.
New York, NY 10013

e. Employer Representative
Tak M. Yee
Yong Jin Chen

g. e-Mail

h. Number of workers employed
60+

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Restaurant

j. Identify principal product or service
Food services

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)* 8(a)(1); 8(a)(3); 8(a)(4) and 8(a){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.

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

Please see attached.

RECEIVED
JUL 3 1 2018
BY: .....

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
318 Restaurant Workers Union

4a. Address *(Street and number, city, state, and ZIP code)*
345 Grand Street
c/o CSWA
New York, NY, 10002

4b. Tel. No.

4c. Cell No. 917-554-8430

4d. Fax No.

4e. e-Mail
pres.318rwu@gmail.com

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

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

By [signature] Nelson Mar, President
(Signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 345 Grand St., New York, NY 10002 7-30-2018 *(date)*

Tel. No.

Office, if any, Cell No.
917-554-8430

Fax No.

e-Mail
pres.318rwu@gmail.com

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

PRIVACY ACT STATEMENT

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Exhibit 2 (a)

NLRB Charges:
8(a)(1), 8(a)(3) and 8(a)(5)

1. On about Jan 20, 2018, the above-named employer and its representatives threatened to partially close the Restaurant in retaliation for the employees who engage in union and protected concerted activities.

2. Since November 2017, the above-named employer and its representative reduced the employees' earning and working hours by outsourcing the dim sum service in retaliation for employees engaging in union and protected concerted activities. The employer took the dim sum that was produced in the Restaurant to other places to sell them and as a result, the dim sum sellers work hours have been cut and the waiters income have been reduced.

3. On or about September 2017, the above-named employer and its representatives refused to let Xiao Li Zhu to return to work after an approved sick leave to discourage other employees from engaging in protected concerted activities and union activities.

4. Since on about July 2017, the above-named employer and its representatives have not bargained in good faith. After more than 6 months of negotiations, and an oral agreement to each article in the proposed collective bargaining agreement, the employer has refused to sign the contract.

5. Since on or about July 2017; the employer, its officers, agents and representatives continuously targeted Xiao Li Zhu and her group of workers by intentionally assigning less favorable schedules and increased work load in retaliation for her union and protected concerted activities.

6. On about the beginning of January 2018, the above named employer and its representatives threatened the shop stewards Xiao Li Zhu and Choi King Yu to change the employees' terms and working condition to discourage the employees from supporting the union.

7. On about the beginning of January 2018, the above-named employer and its representatives threatened the union representatives Xiao Li Zhu and Choi King Yu to change the employees' terms and working conditions to discourage the employees from supporting the union's efforts to file a charge at the NLRB.

8. On a day in September 2017, the Employer, by its manager Qing Wen Chen a.k.a. Tony Chen, threatened to deny employees of future switch of days off with other employees because of their union activities.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

JOY LUCK PALACE, INC. D/B/A JOY LUCK PALACE RESTAURANT Charged Party and **318 RESTAURANT WORKERS UNION** Charging Party	**Case 02-CA-213541**

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 1, 2018, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Joy Luck Palace, Inc. d/b/a
Joy Luck Palace Restaurant
Attn: Tak M Yee
98 Mott Street
New York, NY 10013

August 1, 2018	Rhonda Rhodes, Designated Agent of NLRB
Date	Name
	Signature

Exhibit 2(b)

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 02-CA-216489 Date Filed 3-12-18

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
Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant

b. Tel. No. (212) 219-2828

c. Cell No.

f. Fax No. (212) 343-7 499

d. Address *(Street, city, state, and ZIP code)*
88 Mott St.
New York, NY 10013

e. Employer Representative
Tak M. Yao
Yong Jin Chen

g. e-Mail

h. Number of workers employed
60+

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Restaurant

j. Identify principal product or service
Food services

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)* 8(a)(1); 8(a)(3); and 8(a)(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.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*
1. On or about the end of January 2018, the above-named employer and its representatives partially closed the Restaurant in retaliation for the employees who engaged in union and protected concerted activities.
2. Since on or about January 22, 2018 above named employer and its representatives failed to give notice to the union to bargain about the effects of the partial closing of the restaurant.
3. On or about February 1, 2018, the above named employer and its representatives removed machinery and/or equipment from the Restaurant's premises and moved them to another restaurant in an effort to avoid it obligations and responsibilities to deal with the Union.
4. On or after February 1, 2018 the Employer and its representatives changed the method of paying the wages for the dim sum sellers because of their support of the Union and for engaging in union and protected concerted activities.
5. On or after February 1, 2018, the Employer and its representatives change the way of reporting tips earned by the dining room employees to retaliate against the employees who engaged in union and protected concerted activities.

RECEIVED MAR 12 2018 BY:

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
318 Restaurant Workers Union

4a. Address *(Street and number, city, state, and ZIP code)*
345 Grand Street
c/o CSWA
New York, NY, 10002

4b. Tel. No.

4c. Cell No. 917-554-8430

4d. Fax No.

4e. e-Mail
pres.318rwu@gmail.com

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

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

By *(signature of representative or person making charge)* Nelson Mar, President *(Print/type name and title or office, if any)*

Tel. No.

Office, if any, Cell No.
917-554-8430

Fax No.

e-Mail
pres.318rwu@gmail.com

Address 345 Grand St., New York, NY 10002

3-12-2018 *(date)*

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

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

Exhibit 3 (a)

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

JOY LUCK PALACE, INC. D/B/A JOY LUCK PALACE RESTAURANT Charged Party and **318 RESTAURANT WORKERS UNION** Charging Party	**Case 02-CA-216489**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 14, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Joy Luck Palace, Inc. d/b/a Joy Luck Palace
Restaurant
Attn: Tak M Yoo
98 Mott Street
New York, NY 10013

Joy Luck Palace, Inc. d/b/a Joy Luck Palace
Restaurant
Attn: Yong Jun Chen
98 Mott Street
New York, NY 10013

March 14, 2018
Date

Rhonda Rhodes, Designated Agent of NLRB
Name

Signature

Exhibit 3 (6)

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE

Case	Date Filed
02-CA-216489	4/16/18

INSTRUCTIONS: Corrected First Amendment

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
Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant

b. Tel. No. (212) 219-2828

c. Cell No.

f. Fax No. (212) 343-7 499

d. Address *(Street, city, state, and ZIP code)*
98 Mott St.
New York, NY 10013

e. Employer Representative
Tak M. Yee
Yong Jin Chen

g. e-Mail

h. Number of workers employed
60+

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Restaurant

j. Identify principal product or service
Food services

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)* 8(a)(1); 8(a)(3); 8(a)(4) and 8(a)(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.

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

Please see attached.

RECEIVED
APR 16 2018
BY: .....

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
318 Restaurant Workers Union

4a. Address *(Street and number, city, state, and ZIP code)*
345 Grand Street
c/o CSWA
New York, NY, 10002

4b. Tel. No.

4c. Cell No. 917-554-8430

4d. Fax No.

4e. e-Mail
pres.318rwu@gmail.com

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

6. DECLARATION

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

Tel. No.

By *(signature of representative or person making charge)*

Nelson Mar, President
(Print/type name and title or office, if any)

Office, if any, Cell No.
917-554-8430

Fax No.

e-Mail
pres.318rwu@gmail.com

Address 345 Grand St., New York, NY 10002

4-15-2018
(date)

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

PRIVACY ACT STATEMENT

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

Exhibit 4 (a)

Case Number	Date Filed
02-CA-216489	4/16/18

NLRB Charges: 8(a)(1), 8(a)(3) 8(a)(4) and 8(a)(5)

1. On about the end of January 2018, the above-named employer and its representatives partially closed the Restaurant in retaliation for the employees who engaged in union and protected concerted activities. Since on or about January 22, 2018 above named employer and its representatives failed to give notice to the union to bargain about the effects of the partial closing of the restaurant. All the dim sum servers were laid off as a result of the partial closure. The Employer and its representatives partially closed the Restaurant's business in retaliation to the Union members protected and concerted activity.

2. On or about February 1, 2018, the above named employer and its representatives removed machinery and/or equipment from the Restaurant's premises and moved them to another restaurant in an effort to avoid it obligations and responsibilities to deal with the Union.

3. On or after February 1, 2018 the Employer and its representatives discriminated against Union employees by changing its method of paying the wages for the Union employees who worked as Dim Sum servers. Prior to February 1, 2018, the Employer paid all Dim Sum servers by cash. After the Union filed an unfair labor practice charge in late January, the Employer began paying by check the wages of Dim Sum servers who were Union members. The other Dim Sum workers who are not members of the Union continued to receive their pay in cash.

4. On or after February 1, 2018, the Employer retaliated against Union employees by modifying the way the Employer was reporting the tips earned by the Union employees. The Employer reported arbitrarily high amounts of tips by the Union employees.

5. On or after February 1, 2018, the Employer and its representatives change the way of reporting tips earned by the dining room employees to retaliate against the employees who engaged in union and protected concerted activities.

6. On or about February 19, 2018, Zhuo Ji Zou was physically assaulted in front of his residence by an unknown assailant or assailants, which appears to be an act of intimidation because of his protected concerted and union activities and because of his cooperation with the investigation at the National Labor Relations Board.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

JOY LUCK PALACE, INC. D/B/A JOY LUCK PALACE RESTAURANT Charged Party and **318 RESTAURANT WORKERS UNION** Charging Party	**Case No. 02-CA-216489**

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I Robin Brown-Dawkins, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 18, 2018, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Joy Luck Palace, Inc. d/b/a
Joy Luck Palace Restaurant
Attn: Tak M Yoo
98 Mott Street
New York, NY 10013

Joy Luck Palace, Inc. d/b/a
Joy Luck Palace Restaurant
Attn: Yong Jun Chen
98 Mott Street
New York, NY 10013

April 18, 2018
Date

Robin Brown-Dawkins, Designated Agent of NLRB
Name

Signature

Exhibit 4 (b)

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 02-CA-221921	Date Filed 6-11-18

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
Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant

b. Tel. No. (212) 219-2828

c. Cell No.

f. Fax No. (212) 343-7499

d. Address *(Street, city, state, and ZIP code)*
98 Mott St.
New York, NY 10013

e. Employer Representative
Patrick Mock
Tak M. Yee
Yong Jin Chen

g. e-Mail

h. Number of workers employed
60+

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Restaurant

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)* 8(a)(1) and 8a(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.

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

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
318 Restaurant Workers Union

4a. Address *(Street and number, city, state, and ZIP code)*
345 Grand St.
c/o CSWA
New York NY 10002

4b. Tel. No.

4c. Cell No. 917-554-8430

4d. Fax No.

4e. e-Mail
pres.318rwu@gmail.com

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

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

By [signature] Nelson Mar, President
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 345 Grand St., New York, NY 10002 6/10/2018 *(date)*

Tel. No.

Office, if any, Cell No.
917-554-8430

Fax No.

e-Mail
pres.318rwu@gmail.com

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 5(a)

Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant

1. Since on or about May 24, 2018, the Employer by its officers, agents and representatives, refused to provide the Union with requested information about the effects of the planned closure of the restaurant.

2. Since on or about May 24, 2018, the Employer refused to bargain with the Union regarding the planned closure of the restaurant.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

JOY LUCK PALACE, INC. D/B/A JOY LUCK PALACE RESTAURANT Charged Party and **318 RESTAURANT WORKERS UNION** Charging Party	**Case 02-CA-221921**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 13, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Joy Luck Palace, Inc. d/b/a Joy Luck Palace
Restaurant
Attn: Tak M Yee
98 Mott Street
New York, NY 10013

Joy Luck Palace, Inc. d/b/a Joy Luck Palace
Restaurant
Attn: Yong Jun Chen
98 Mott Street
New York, NY 10013

Joy Luck Palace, Inc. d/b/a Joy Luck Palace
Restaurant
Attn: Patrick Mock
98 Mott Street
New York, NY 10013

June 13, 2018
Date

Rhonda Rhodes, Designated Agent of NLRB
Name

Signature

Exhibit 5 (b)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 02
26 Federal Plaza, Room 3614
New York, NY 10278-3699

Agency Website: www.nlrb.gov
Telephone: (212)264-0300
Fax: (212)264-2450

September 27, 2018

Joy Luck Palace, Inc. d/b/a
Joy Luck Palace Restaurant
Attn: Patrick Mock
98 Mott Street
New York, NY 10013

Re: Joy Luck Palace Inc. d/b/a Joy Luck Palace restaurant
Case Nos. 02-CA-213541 and 02-CA-216489

Dear Mr. Mock:

This is to advise you that I have approved the withdrawal of the allegations set forth below in the above-captioned cases.

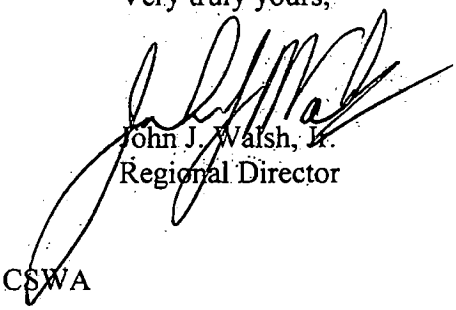
In Case No. 02-CA-213541 I am approving the withdrawal of the allegations that the Employer: a) threatened to partially close the restaurant; b) reduced employees' earnings and working hours by outsourcing dim sum service; c) refused to let Xiao Li Zhu return to work after an approved sick leave; d) intentionally assigned less favorable schedules and increased workload to certain targeted employees; e) threatened shop stewards Xiao Yi Liu and Choi King Yu with a change in working conditions to discourage union activities; and f) threatened union representatives Xiao Yi Liu and Choi King Yu with a change in working conditions to discourage employees from supporting the Union's efforts to file an unfair labor practice charge.

In Case No. 02-CA-216489 I am approving the withdrawal of the allegations that the Employer: a) moved machinery and/or equipment to another restaurant in an effort to avoid its obligations and responsibility to deal with the Union; b) changed the method of paying dim sum sellers because of their support for the Union; c) changed the way tips was reported by dining room employees in retaliation for employees engaging in union and protected concerted activities; and d) physically assaulted Zhou Li Zou because of his union and protected concerted activities, and because of his cooperation with an unfair labor practice investigation.

Exhibit 6

The remaining allegations in each charge are being retained for such further processing.

Very truly yours,



John J. Walsh, Jr.
Regional Director

cc: 318 Restaurant Workers Union c/o CSWA
Attn: Nelson Mar, President
345 Grand Street, Basement
New York, NY 10002

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

JOY LUCK PALACE INC. D/B/A JOY LUCK PALACE RESTAURANT

and

Case Nos. 02-CA-213541
02-CA-216489
02-CA-221921

318 RESTAURANT WORKERS UNION

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 02-CA-213541, 02-CA-216489, and 02-CA-221921, which are based on charges filed by 318 Restaurant Workers Union (Charging Party) against Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 02-CA-213541 was filed by the Charging Party on January 23, 2018, and a copy was served on Respondent by U.S. mail on January 25, 2018.

(b) The first amended charge in Case 02-CA-213541 was filed by the Charging Party on July 31, 2018 and a copy was served on Respondent by U.S. mail on July 31, 2018.

Exhibit 7(a)

(c) The charge in Case 02-CA-216489 was filed by the Charging Party on March 12, 2018, and a copy was served on Respondent by U.S. mail on March 14, 2018.

(d) The first amended charge in Case 02-CA-216489 was filed by the Charging Party on April 15, 2018, and a copy was served on Respondent by U.S. mail on April 18, 2018.

(e) The charge in Case 02-CA-221921 was filed by the Charging Party on June 11, 2018, and a copy was served on Respondent by U.S. mail on June 13, 2018.

2. (a) Since about January 18, 2016, at which time Respondent commenced its operations, and continuing to the present, Respondent has been a New York State corporation with an office and place of business at 98 Mott Street, New York, New York, herein the facility, and has been engaged in the operation of a restaurant.

(b) Annually, Respondent in conducting its operations described above in sub-paragraph (a), derives gross revenue in excess of $500,000 from its retail restaurant operation, and purchases goods valued in excess of $5,000 that were produced and originate from outside the State of New York.

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

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

5. 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:

Yong Jin Chan	Part Owner and President from about January 18, 2016 through about January 31, 2018.
Patrick Mock	Part Owner since about January 2016 and President since about February 1, 2018
Tony Chen	Manager

6. (a) The following employees of Respondent ("the Unit") constitute a unit appropriate for the purpose of collective-bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time dining room employees including waiters, busboys, and dim sum sellers, and excluding all kitchen employees, office clerical employees, managers, guards and supervisors as defined in the National Labor Relations Act.

(b) About March 5, 2017, a majority of the Unit designated the Charging Party as their exclusive collective-bargaining representative.

(c) Since about March 5, 2017, and at all material times, Respondent has recognized the Charging Party as the exclusive collective-bargaining representative of the Unit.

(d) At all times since March 5, 2017, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit.

7. In September 2017, Respondent, by Tony Chen, at the facility, threatened to deny employees the ability to switch days off with other employees because of their support for or activities on behalf of the Charging Party.

8. (a) At various times from about March 5, 2017, through December 21, 2017, Respondent and the Charging Party met for the purposes of negotiating an initial collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

(b) About December 21, 2017, the Charging Party and Respondent reached complete agreement on the Unit's terms and conditions of employment to be incorporated in a collective-bargaining agreement.

(c) Since about December 21, 2017, the Charging Party requested that Respondent execute a written contract containing the agreement described above in sub-paragraph 8(b).

(d) Since about January 1, 2018, Respondent, by Yong Jin Chan, has failed and refused, orally, to execute the agreement described above in sub-paragraph 8(b).

(e) Since about February 1, 2018, Respondent, by Patrick Mock, has failed and refused, orally, to execute the agreement described above in sub-paragraph 8(b).

9. (a) On or about February 1, 2018, Respondent partially shut down Respondent's operation by ceasing its dim sum and dinner service.

(b) The subjects set forth above in sub-paragraph 9(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in sub-paragraph 9(a) without prior notice to the Charging Party and without affording the Charging Party an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

(d) Respondent engaged in the conduct described above in sub-paragraph 9(a) because Unit employees assisted the Charging Party and engaged in concerted activities, and to discourage employees from engaging in these activities.

10. (a) On or about May 22, 2018, Respondent, by Patrick Mock, stated that the restaurant would fully shut down its business operation for financial reasons on an unspecified date.

(b) By letter dated May 24, 2018, the Charging Party requested that Respondent bargain collectively with the Charging Party as the exclusive collective-bargaining representative of the Unit over the effects of the planned closing.

(c) The subjects set forth above in sub-paragraph 11(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(d) Since about May 24, 2018, Respondent has failed and refused to meet and bargain with the Charging Party regarding the effects of its planned closure as described above in sub-paragraph 11(a).

11. (a) Since about May 24, 2018, the Charging Party has requested in writing that Respondent furnish it with the following information:

i. All documents that support the letter stating the restaurant is in arrears regarding the rent for the restaurant;

ii. All documents including information contained electronically/digitally regarding the monthly income statements for the restaurant from January 2017 to present;

iii. All documents that contain information about the monthly expenditures for the restaurant from January 2017 to present;

iv. All documents that contain information about the debts currently owed by the restaurant;

v. All documents including information contained electronically/digitally regarding the assets of the restaurant;

10. (a) Since about May 24, 2018, the Charging Party has requested in writing that Respondent furnish it with the following information:

i. All documents that support the letter stating the restaurant is in arrears regarding the rent for the restaurant;

ii. All documents including information contained electronically/digitally regarding the monthly income statements for the restaurant from January 2017 to present;

iii. All documents that contain information about the monthly expenditures for the restaurant from January 2017 to present;

iv. All documents that contain information about the debts currently owed by the restaurant;

v. All documents including information contained electronically/digitally regarding the assets of the restaurant;

vi. All documents including information contained electronically/digitally identifying the owners of the restaurant;

vii. All documents including information contained electronically/digitally identifying the ownership shares of the restaurant; and

viii. All documents that contain information about the lease of the restaurant at 98 Mott Street.

(b) The information requested by the Charging Party, as described above in sub-paragraph 10(a), is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about May 24, 2018, Respondent, by Patrick Mock, has failed and refused to furnish the Charging Party with the information requested by it as described above in sub-paragraph 10(a).

11. (a) On or about May 22, 2018, Respondent, by Patrick Mock, stated that the restaurant will fully shut down its business operation.

(b) By letter dated May 24, 2018, the Charging Party requested that Respondent bargain collectively with the Charging Party as the exclusive collective-bargaining representative of the Unit over the effects of the planned closing.

(c) The subjects set forth above in sub-paragraph 11(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(d) Since about May 24, 2018, Respondent has failed and refused to meet and bargain with the Charging Party regarding the effects of its planned closure as described above in sub-paragraph 11(a).

12. By the conduct described above in paragraph 7, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

13. By the conduct described above in paragraph 9(a) and (d), 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)(1) and (3) of the Act.

14. By the conduct described above in paragraphs 8 through 11, 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.

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

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 7 through 11, the General Counsel seeks an Order requiring Respondent to post notices in simplified Chinese in addition to English.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before October 12, 2018, or postmarked on or before October 11, 2018**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

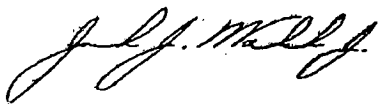
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer

containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **January 29, 2019, at 9:30 a.m. in the Mary Taylor Walker Room on the 36th Floor at 26 Federal Plaza, Room 3614 New York , New York** , and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: September 28, 2018



John J. Walsh, Jr.,
Regional Director
National Labor Relations Board, Region 2
26 Federal Plaza, Suite 3614
New York, NY 10278-3699

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

JOY LUCK PALACE, INC. D/B/A JOY LUCK PALACE RESTAURANT

and **Case No. 02-CA-213541**

318 RESTAURANT WORKERS UNION

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

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on 9/28/18, I served the above-entitled document(s) by **certified or regular mail,** as noted below, upon the following persons, addressed to them at the following addresses:

Tak M Yoo
Joy Luck Palace, Inc.
d/b/a Joy Luck Palace Restaurant
98 Mott Street
New York, NY 10013

CERTIFIED MAIL

Yong Jun Chen
Joy Luck Palace, Inc.
d/b/a Joy Luck Palace Restaurant
98 Mott Street
New York, NY 10013

FIRST CLASS MAIL

Nelson Mar , President
318 Restaurant Workers Union
c/o CSWA
345 Grand Street, Basement
New York, NY 10002

CERTIFIED MAIL

9/28/18
Date

Lisa Coleman, Designated Agent of NLRB
Name

Signature

Exhibit 7 (b)

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

213541
2-CA-216484
9/28/18

Name and Address of Sender

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

Joy Luck

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
7017 1450 0000 3544 6610	Nelson Mar , President 318 Restaurant Workers Union c/o CSWA 345 Grand Street, Basement New York, NY 10002													
7017 1450 0000 3544 6603	Tak M Yoo Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant 98 Mott Street New York, NY 10013													

Total Number of Pieces Listed by Sender | Total Number of Pieces Received at Post Office | Postmaster, Per *(Name of receiving employee)*

Exhibit 7(a)

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.*

USPS Tracking®

FAQs > (https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70171450000035446603

Remove X

Your item was delivered to the front desk, reception area, or mail room at 12:27 pm on October 5, 2018 in NEW YORK, NY 10013.

Delivered

October 5, 2018 at 12:27 pm
Delivered, Front Desk/Reception/Mail Room
NEW YORK, NY 10013

Feedback

Tracking History

October 5, 2018, 12:27 pm
Delivered, Front Desk/Reception/Mail Room
NEW YORK, NY 10013
Your item was delivered to the front desk, reception area, or mail room at 12:27 pm on October 5, 2018 in NEW YORK, NY 10013.

September 29, 2018, 9:54 am
Out for Delivery
NEW YORK, NY 10013

September 29, 2018, 9:44 am
Sorting Complete
NEW YORK, NY 10013

September 29, 2018, 8:32 am
Arrived at Unit
NEW YORK, NY 10013

Exhibit 7(d)

September 29, 2018, 1:00 am
Departed USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

September 28, 2018, 10:14 pm
Arrived at USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

Product Information

See Less

Feedback

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (https://www.usps.com/faqs/uspstracking-faqs.htm)

The easiest tracking number is the one you don't have to know.

With Informed Delivery®, you never have to type in another tracking number. Sign up to:

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- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions™ for your mail carrier.

Sign Up

(https://reg.usps.com/entreg/RegistrationAction_input?

*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc

Feedback

Wong, Joane

From: Wong, Joane
Sent: Monday, October 1, 2018 10:10 AM
To: joyluckpalacerestaurant98@gmail.com; joyluck palace
Subject: Joy Luck Palace Restaurant - Complaint
Attachments: CPT.02-CA-213541 et al 9-28-18.pdf

Please see attached complaint issued last week.

Joane Si Ian Wong, Senior Field Attorney
National Labor Relations Board, Region 2
26 Federal Plaza, Suite 3614
New York, NY 10278-0104
direct line (212) 776-8653
cellular (202) 264-9218
facsimile (212) 264-2450
operator (212) 264-0300
joane.wong@nlrb.gov

Exhibit 7 (e)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 2
26 Federal Plz Ste 3614
New York, NY 10278-3699

Agency Website: www.nlrb.gov
Telephone: (212)264-0300
Fax: (212)264-2450

Agent's Direct Dial: (212)776-8653

November 5, 2018

Via Email and Regular Mail
Joy Luck Palace Restaurant
Attn: Patrick Mock, President
98 Mott Street
New York, NY 10013

Re: JOY LUCK PALACE RESTAURANT
Case 02-CA-213541

Dear Mr. Mock:

Please find enclosed a copy of the Consolidated Complaint and Notice of Hearing that issued on September 28, 2018, in the above-entitled matter.

§102.20 Answer to complaint; time for filing; contents; allegations not denied deemed admitted.
The Respondent must, within 14 days from the service of the complaint, file an answer. The 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. All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the Respondent states in the answer that the Respondent is without knowledge, will be deemed to be admitted to be true and will be so found by the Board, unless good cause to the contrary is shown.

§102.21 Where to file; service upon the parties; form.
An original and four copies of the answer shall be filed with the Regional Director issuing the complaint. Immediately upon the filing of the answer, Respondent shall serve a copy thereof on the other parties. An answer of a party represented by counsel or nonattorney representative shall be signed by at least one such attorney or non-attorney representative of record in his/her individual name, whose address shall be stated. A party who is not represented by an attorney or non-attorney representative shall sign his/her answer and state his/her address. Except when otherwise specifically provided by rule or statute, an answer need not be verified or accompanied by affidavit. The signature of the attorney or non-

Exhibit 8 (a)

attorney party representative constitutes a certificate by him/her that he/she has read the answer; that to the best of his/her knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay. If an answer is not signed or is signed with intent to defeat the purpose of this section, it may be stricken as sham and false and the action may proceed as though the answer had not been served. For a willful violation of this section an attorney or non-attorney party representative may be subjected to appropriate disciplinary action. Similar action may be taken if scandalous or indecent matter is inserted.

To date, you have not filed an appropriate Answer to the Consolidated Complaint. At this time, I am writing to advise you that unless we receive an answer to the Consolidated Complaint that complies with the Board's Rules and Regulations enclosed herewith by the close of business, November 13, 2018, we will file a motion for Default Judgment with the Board urging that the Board deem all allegations of the complaint not specifically denied or explained to be true.

If you have any questions, please immediately contact me by telephone, (212)776-8653, or e-mail, joane.wong@nlrb.gov.

Very truly yours,

JOANE WONG
Field Attorney

Wong, Joane

From: Wong, Joane
Sent: Monday, November 5, 2018 9:34 PM
To: 'joyluck palace'; 'joyluckpalacerestaurant98@gmail.com'
Subject: Notice of failure to file an Answer to the Consolidated Complaint
Attachments: LTR.02-CA-213541.Notice to Er no Answer filed.pdf

Dear Mr. Mock and Mr. Chan:

Please see attached letter.

Joane Si Ian Wong, Senior Field Attorney
National Labor Relations Board, Region 2
26 Federal Plaza, Suite 3614
New York, NY 10278-0104
direct line (212) 776-8653
cellular (202) 264-9218
facsimile (212) 264-2450
operator (212) 264-0300
joane.wong@nlrb.gov

Exhibit 8 (b)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

JOY LUCK PALACE INC. D/B/A JOY LUCK PALACE RESTAURANT

and

318 RESTAURANT WORKERS UNION

Case Nos. 02-CA-213541
02-CA-216489
02-CA-221921

AMENDED CONSOLIDATED COMPLAINT AND ORDER RESCHEDULING HEARING

On September 28, 2018, the undersigned issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Nos. 02-CA-213541, 02-CA-216489, and 02-CA-221921, which are based on charges filed by 318 Restaurant Workers Union (Charging Party) against Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant (Respondent). This Amended Consolidated Complaint and Notice of Hearing is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. Sec. 151 et seq. (the Act) and Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges as follows:

1. (a) The charge in Case 02-CA-213541 was filed by the Charging Party on January 23, 2018, and a copy was served on Respondent by U.S. mail on January 25, 2018.

(b) The first amended charge in Case 02-CA-213541 was filed by the Charging Party on July 31, 2018, and a copy was served on Respondent by U.S. mail on July 31, 2018.

(c) The charge in Case 02-CA-216489 was filed by the Charging Party on March 12, 2018, and a copy was served on Respondent by U.S. mail on March 14, 2018.

Exhibit 9 (a)

(d) The first amended charge in Case 02-CA-216489 was filed by the Charging Party on April 15, 2018, and a copy was served on Respondent by U.S. mail on April 18, 2018.

(e) The charge in Case 02-CA-221921 was filed by the Charging Party on June 11, 2018, and a copy was served on Respondent by U.S. mail on June 13, 2018.

2. (a) Since about January 18, 2016, at which time Respondent commenced its operations, and continuing to the present, Respondent has been a New York State corporation with an office and place of business at 98 Mott Street, New York, New York, herein the facility, and has been engaged in the operation of a restaurant.

(b) Annually, Respondent, in conducting its operations described above in sub-paragraph (a), derives gross revenue in excess of $500,000 from its retail restaurant operation, and purchases goods valued in excess of $5,000 that were produced and originate from outside the State of New York.

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

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

5. 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:

Yong Jin Chan	Part Owner and President from about January 18, 2016 through about January 31, 2018.

Patrick Mock	Part Owner since about January 2016 and President since about February 1, 2018
Tony Chen	Manager

6. (a) The following employees of Respondent ("the Unit") constitute a unit appropriate for the purpose of collective-bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time dining room employees including waiters, busboys, and dim sum sellers, and excluding all kitchen employees, office clerical employees, managers, guards and supervisors as defined in the National Labor Relations Act.

(b) About March 5, 2017, a majority of the Unit designated the Charging Party as their exclusive collective-bargaining representative.

(c) Since about March 5, 2017, and at all material times, Respondent has recognized the Charging Party as the exclusive collective-bargaining representative of the Unit.

(d) At all times since March 5, 2017, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit.

7. In September 2017, Respondent, by Tony Chen, at the facility, threatened to deny employees the ability to switch days off with other employees because of their support for or activities on behalf of the Charging Party.

8. (a) At various times from about March 5, 2017, through December 21, 2017, Respondent and the Charging Party met for the purposes of negotiating an initial collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

(b) About December 21, 2017, the Charging Party and Respondent reached complete agreement on the Unit's terms and conditions of employment to be incorporated in a collective-bargaining agreement.

(c) Since about December 21, 2017, the Charging Party requested that Respondent execute a written contract containing the agreement described above in sub-paragraph 8(b).

(d) Since about January 1, 2018, Respondent, by Yong Jin Chan, has failed and refused, orally, to execute the agreement described above in sub-paragraph 8(b).

(e) Since about February 1, 2018, Respondent, by Patrick Mock, has failed and refused, orally, to execute the agreement described above in sub-paragraph 8(b).

9. (a) From February 1, 2018, to February 26, 2018, Respondent partially shut down its operation by ceasing its dim sum and dinner service.

(b) The subjects set forth above in sub-paragraph 9(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in sub-paragraph 9(a) without prior notice to the Charging Party, and without affording the Charging Party an opportunity to bargain with Respondent with respect to the effects of this conduct.

(d) Respondent engaged in the conduct described above in sub-paragraph 9(a) because employees of Respondent assisted the Charging Party and engaged in concerted activities, and to discourage employees from engaging in these activities.

vi. All documents including information contained electronically/digitally identifying the owners of the restaurant;

vii. All documents including information contained electronically/digitally identifying the ownership shares of the restaurant; and

viii. All documents that contain information about the lease of the restaurant at 98 Mott Street.

(b) By the letter described above in sub-paragraph 11(a), the Charging Party demonstrated to Respondent the relevance of the information described above in sub-paragraph 11(a).

(c) The information requested by the Charging Party, as described above in sub-paragraph 11(a), is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(d) Since about May 24, 2018, Respondent, by Patrick Mock, has failed and refused to furnish the Charging Party with the information requested by it as described above in sub-paragraph 11(a).

12. (a) On August 23, 2018, Respondent closed its facility.

(b) As a result of the closing described above in sub-paragraph 12(a), the Unit employees were terminated from their positions.

(c) The effects of the closing described above in sub-paragraph 12(a) on the Unit employees relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in sub-paragraph 12(a) without prior notice to the Charging Party, and without affording the Charging Party an opportunity to bargain with Respondent with respect to the effects of this conduct.

13. By the conduct described above in paragraph 7, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

14. By the conduct described above in paragraph 9, 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)(1) and (3) of the Act.

15. By the conduct described above in paragraphs 8 through 12, 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.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 11 and 12, the General Counsel seeks an order requiring that Respondent make whole the employees in the Unit in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), as clarified in *Melody Toyota*, 325 NLRB 846 (1998).

As a further part of the remedy for the unfair labor practices alleged in this Amended Consolidated Complaint, the General Counsel seeks an Order requiring Respondent to mail notices in English and simplified Chinese to all Unit employees employed by Respondent from March 2017 to August 31, 2018.

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

ANSWER REQUIREMENT

RESPONDENT IS FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent must file an answer to the above amended consolidated complaint. The answer must be **received by this office on or before February 1, 2019 , or postmarked on or before January 31, 2019**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **File Case Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the

answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended consolidated complaint are true.

ORDER RESCHEDULING HEARING

IT IS HEREBY ORDERED that the hearing in the above-entitled matter is rescheduled to **April 2, 2019 at 9:30 AM** at 26 Federal Plaza, Room 3614, New York, NY 10278. The hearing will continue on consecutive days until concluded. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: January 18, 2019

John J. Walsh, Jr.
Regional Director
National Labor Relations Board, Region 02
26 Federal Plaza, Suite 3614
New York, NY 10278-3699

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

JOY LUCK PALACE INC. D/B/A JOY LUCK PALACE RESTAURANT

and

318 RESTAURANT WORKERS UNION

Case Nos. 02-CA-213541
02-CA-216489
02-CA-221921

AFFIDAVIT OF SERVICE OF: Amended Consolidated Complaint and Order Rescheduling Hearing

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on 1/18/19, I served the above-entitled document(s) by **certified or regular mail,** as noted below, upon the following persons, addressed to them at the following addresses:

Joy Luck Palace Inc.
Tony Chen a.k.a.
Qing Wen Chen , Manager
2038 East 28th Street
Bklyn, NY 11229

CERTIFIED MAIL

Joy Luck Palace Inc
c/o Patrick Mock, Manager
81 Eldridge Street
Apt. 17
NY, NY 10002

CERTIFIED MAIL

Tak M Yee
Joy Luck Palace, Inc. d/b/a Joy
Luck Palace Restaurant
98 Mott Street
New York , NY 11229

CERTIFIED MAIL

Yong Jun Chen
Joy Luck Palace, Inc. d/b/a
Joy Luck Palace Restaurant
98 Mott Street
Bklyn, NY 11229

FIRST CLASS MAIL

Exhibit 9 (b)

Nelson Mars, President
318 Restaurant Workers Union
345 Grand Street, Bsmt.
New York, NY 10002

CERTIFIED MAIL

1/18/19
Date

Lisa Coleman, Designated Agent of NLRB
Name

Lisa Col
Signature

UNITED STATES POSTAL SERVICE®

Firm Mailing Book For Accountable Mail

Name and Address of Sender

Check type of mail or service

- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery (COD)
- ☐ Insured Mail
- ☐ Priority Mail
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Affix Stamp Here
(for additional copies of this receipt).
Postmark with Date of Receipt.

2-CA-213541
1/18/19

	USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	7015 1730 0001 4160 7153	Tak M Yee Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant 98 Mott Street New York , NY 11229	7017 1450 0000 3544 7457												
2.		Joy Luck Palace Inc. Tony Chen a.k.a. Qing Wen Chen , Manager 2038 East 28th Street Bklyn, NY 11229													
3.															
4.	7011 3500 0001 2691 0680	Nelson Mar , President 318 Restaurant Workers Union c/o CSWA 345 Grand Street, Basement New York, NY 10002	7017 1450 0000 3544 7426												
5.		Tak M Yee Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant 98 Mott Street New York , NY 11229													
6.			7017 1450 0000 3544 7464												
7.		Joy Luck Palace Inc c/o Patrick Mock, Manager 81 Eldridge Street Apt. 17 NY, NY 10002													
8.															

Exhibit 8

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit *usps.com/privacypolicy.*

USPS Tracking®

FAQs > (https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70151730000141607153

Remove ×

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit

February 17, 2019
In Transit to Next Facility

Feedback

Text & Email Updates

Tracking History

February 17, 2019
In Transit to Next Facility
Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

February 13, 2019, 11:54 am
Arrived at USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

February 10, 2019, 12:27 pm
Arrived at USPS Regional Facility
TETERBORO NJ DISTRIBUTION CENTER

Exhibit 9(d)

January 24, 2019, 1:18 pm
Refused
NEW YORK, NY 10013

January 24, 2019, 6:56 am
Departed USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

January 22, 2019, 7:28 pm
Arrived at USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

Product Information

See Less

Feedback

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (https://www.usps.com/faqs/uspstracking-faqs.htm)

The easiest tracking number is the one you don't have to know.

With Informed Delivery®, you never have to type in another tracking number. Sign up to:

- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions™ for your mail carrier.

Sign Up

(https://reg.usps.com/entreg/RegistrationAction_input?

*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgo

Feedback

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2018.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 2
26 FEDERAL PLAZA - SUITE 3614
NEW YORK, NY 10278-0104
An Equal Opportunity Employer

OFFICIAL BUSINESS

7015 1730 0001 4160 7153

PITNEY BOWES
$ 004.66
JAN 18
MAILED FROM ZIP CODE 10

FEB 14 2019

Tak M Yee
Joy Luck Palace, Inc. d/b/a Joy
Luck Palace Restaurant
98 Mott Street
New York , NY 11229

Exhibit 7(a)

USPS Tracking®

FAQs > (https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70171450000035447464

Remove X

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

Delivery Attempt

Reminder to Schedule Redelivery of your item

Get Updates ∨

Feedback

Text & Email Updates ∨

Tracking History ∧

Reminder to Schedule Redelivery of your item
This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

January 24, 2019, 12:44 pm
Notice Left (No Authorized Recipient Available)
NEW YORK, NY 10002

January 24, 2019, 2:00 am
Departed USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

January 23, 2019
In Transit to Next Facility

Exhibit 9(f)

January 22, 2019, 7:28 pm
Arrived at USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

Product Information

See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (https://www.usps.com/faqs/uspstracking-faqs.htm)

Feedback

The easiest tracking number is the one you don't have to know.

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- See images* of incoming mail.

- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions™ for your mail carrier.

Sign Up

(https://reg.usps.com/entreg/RegistrationAction_input?

*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgc

Feedback

Wong, Joane

From: Wong, Joane
Sent: Tuesday, January 22, 2019 12:28 PM
To: 'joyluckpalacerestaurant98@gmail.com'; 'joyluck palace'
Subject: Amended Complaint
Attachments: CPT.02-CA-213541.Amended Consolidated Complaint and Order Rescheduling Hearing (002).pdf

Please see attached amended complaint issued on January 18, 2019.

From: Wong, Joane
Sent: Monday, October 1, 2018 10:10 AM
To: joyluckpalacerestaurant98@gmail.com; joyluck palace <joyluckpalaceny@gmail.com>
Subject: Joy Luck Palace Restaurant - Complaint

Please see attached complaint issued last week.

Joane Si Ian Wong, Senior Field Attorney
National Labor Relations Board, Region 2
26 Federal Plaza, Suite 3614
New York, NY 10278-0104
direct line (212) 776-8653
cellular (202) 264-9218
facsimile (212) 264-2450
operator (212) 264-0300
joane.wong@nlrb.gov

Exhibit 9 (g)

UNITED STATES GOVERNMENT

NATIONAL LABOR RELATIONS BOARD

REGION 2

26 Federal Plz Ste 3614

New York, NY 10278-3699

Agency Website: www.nlrb.gov

Telephone: (212)264-0300

Fax: (212)264-2450

Agent's Direct Dial: (212)776-8653

February 6, 2019

Via Email and Regular Mail

Joy Luck Palace Restaurant
Attn: Patrick Mock, President
98 Mott Street
New York, NY 10013

Re: JOY LUCK PALACE RESTAURANT
Case 02-CA-213541

Dear Mr. Mock:

On January 18, 2019, the Regional Director of National Labor Relations Board Region 2 issued an **Amended Consolidated Complaint and Order Rescheduling Hearing** in the above-captioned matter. The Answer to the Amended Complaint and Order Rescheduling Hearingwas due in this office on or before Thursday. January 31, 2018. To date, our records indicate that you have not filed an Answer.

If an Answer is not received in this office by the close of business on **Tuesday, February 12, 2019**, the Region will file a Motion for Default Judgment. Guidelines for the filing of the Answer are set forth in Section 102.20 and 102.21 of the Board's Rules and Regulations. See below.

§102.20 Answer to complaint; time for filing; contents; allegations not denied deemed admitted.

> The Respondent must, within 14 days from the service of the complaint, file an answer. The 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. All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the Respondent states in the answer that the Respondent is without knowledge, will be deemed to be

Exhibit 10(a)

admitted to be true and will be so found by the Board, unless good cause to the contrary is shown.

§102.21 Where to file; service upon the parties; form.

An original and four copies of the answer shall be filed with the Regional Director issuing the complaint. Immediately upon the filing of the answer, Respondent shall serve a copy thereof on the other parties. An answer of a party represented by counsel or nonattorney representative shall be signed by at least one such attorney or non-attorney representative of record in his/her individual name, whose address shall be stated. A party who is not represented by an attorney or non-attorney representative shall sign his/her answer and state his/her address. Except when otherwise specifically provided by rule or statute, an answer need not be verified or accompanied by affidavit. The signature of the attorney or non-attorney party representative constitutes a certificate by him/her that he/she has read the answer; that to the best of his/her knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay. If an answer is not signed or is signed with intent to defeat the purpose of this section, it may be stricken as sham and false and the action may proceed as though the answer had not been served. For a willful violation of this section an attorney or non-attorney party representative may be subjected to appropriate disciplinary action. Similar action may be taken if scandalous or indecent matter is inserted.

If you have any questions, please immediately contact me by telephone, (212)776-8653, or e-mail, joane.wong@nlrb.gov.

Very truly yours,

JOANE WONG
Counsel for the General Counsel

Cc:
Joy Luck Palace, Inc.
c/o Patrick Mock, President
81 Eldridge Street, Apt 17
New York, NY 10002

Joy Luck Palace, Inc.
c/o Tony Chen a.k.a. Qing Wen Chen, Manager
2038 East 28th Street
Brooklyn, NY 11229

Joy Luck Palace, Inc.
c/o Yong Jin Chen, Former President
6618 19th Avenue
Brooklyn, NY 11204

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

JOY LUCK PALACE INC. D/B/A JOY LUCK PALACE RESTAURANT

and

318 RESTAURANT WORKERS UNION

Case Nos. 02-CA-213541
02-CA-216489
02-CA-221921

AMENDED CONSOLIDATED COMPLAINT AND ORDER RESCHEDULING HEARING

On September 28, 2018, the undersigned issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Nos. 02-CA-213541, 02-CA-216489, and 02-CA-221921, which are based on charges filed by 318 Restaurant Workers Union (Charging Party) against Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant (Respondent). This Amended Consolidated Complaint and Notice of Hearing is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. Sec. 151 et seq. (the Act) and Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges as follows:

1. (a) The charge in Case 02-CA-213541 was filed by the Charging Party on January 23, 2018, and a copy was served on Respondent by U.S. mail on January 25, 2018.

(b) The first amended charge in Case 02-CA-213541 was filed by the Charging Party on July 31, 2018, and a copy was served on Respondent by U.S. mail on July 31, 2018.

(c) The charge in Case 02-CA-216489 was filed by the Charging Party on March 12, 2018, and a copy was served on Respondent by U.S. mail on March 14, 2018.

Exhibit 10 (b)

(d) The first amended charge in Case 02-CA-216489 was filed by the Charging Party on April 15, 2018, and a copy was served on Respondent by U.S. mail on April 18, 2018.

(e) The charge in Case 02-CA-221921 was filed by the Charging Party on June 11, 2018, and a copy was served on Respondent by U.S. mail on June 13, 2018.

2. (a) Since about January 18, 2016, at which time Respondent commenced its operations, and continuing to the present, Respondent has been a New York State corporation with an office and place of business at 98 Mott Street, New York, New York, herein the facility, and has been engaged in the operation of a restaurant.

(b) Annually, Respondent, in conducting its operations described above in sub-paragraph (a), derives gross revenue in excess of $500,000 from its retail restaurant operation, and purchases goods valued in excess of $5,000 that were produced and originate from outside the State of New York.

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

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

5. 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:

Yong Jin Chan	Part Owner and President from about January 18, 2016 through about January 31, 2018.

Patrick Mock	Part Owner since about January 2016 and President since about February 1, 2018
Tony Chen	Manager

6. (a) The following employees of Respondent ("the Unit") constitute a unit appropriate for the purpose of collective-bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time dining room employees including waiters, busboys, and dim sum sellers, and excluding all kitchen employees, office clerical employees, managers, guards and supervisors as defined in the National Labor Relations Act.

(b) About March 5, 2017, a majority of the Unit designated the Charging Party as their exclusive collective-bargaining representative.

(c) Since about March 5, 2017, and at all material times, Respondent has recognized the Charging Party as the exclusive collective-bargaining representative of the Unit.

(d) At all times since March 5, 2017, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit.

7. In September 2017, Respondent, by Tony Chen, at the facility, threatened to deny employees the ability to switch days off with other employees because of their support for or activities on behalf of the Charging Party.

8. (a) At various times from about March 5, 2017, through December 21, 2017, Respondent and the Charging Party met for the purposes of negotiating an initial collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

(b) About December 21, 2017, the Charging Party and Respondent reached complete agreement on the Unit's terms and conditions of employment to be incorporated in a collective-bargaining agreement.

(c) Since about December 21, 2017, the Charging Party requested that Respondent execute a written contract containing the agreement described above in sub-paragraph 8(b).

(d) Since about January 1, 2018, Respondent, by Yong Jin Chan, has failed and refused, orally, to execute the agreement described above in sub-paragraph 8(b).

(e) Since about February 1, 2018, Respondent, by Patrick Mock, has failed and refused, orally, to execute the agreement described above in sub-paragraph 8(b).

9. (a) From February 1, 2018, to February 26, 2018, Respondent partially shut down its operation by ceasing its dim sum and dinner service.

(b) The subjects set forth above in sub-paragraph 9(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in sub-paragraph 9(a) without prior notice to the Charging Party, and without affording the Charging Party an opportunity to bargain with Respondent with respect to the effects of this conduct.

(d) Respondent engaged in the conduct described above in sub-paragraph 9(a) because employees of Respondent assisted the Charging Party and engaged in concerted activities, and to discourage employees from engaging in these activities.

10. (a) On or about May 22, 2018, Respondent, by Patrick Mock, stated that the restaurant would fully shut down its business operation for financial reasons on an unspecified date.

(b) By letter dated May 24, 2018, the Charging Party requested that Respondent bargain collectively with the Charging Party as the exclusive collective-bargaining representative of the Unit over the effects of the planned closing.

(c) The subjects set forth above in sub-paragraph 11(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(d) Since about May 24, 2018, Respondent has failed and refused to meet and bargain with the Charging Party regarding the effects of its planned closure as described above in sub-paragraph 11(a).

11. (a) Since about May 24, 2018, the Charging Party has requested in writing that Respondent furnish it with the following information:

i. All documents that support the letter stating the restaurant is in arrears regarding the rent for the restaurant;

ii. All documents including information contained electronically/digitally regarding the monthly income statements for the restaurant from January 2017 to present;

iii. All documents that contain information about the monthly expenditures for the restaurant from January 2017 to present;

iv. All documents that contain information about the debts currently owed by the restaurant;

v. All documents including information contained electronically/digitally regarding the assets of the restaurant;

vi. All documents including information contained electronically/digitally identifying the owners of the restaurant;

vii. All documents including information contained electronically/digitally identifying the ownership shares of the restaurant; and

viii. All documents that contain information about the lease of the restaurant at 98 Mott Street.

(b) By the letter described above in sub-paragraph 11(a), the Charging Party demonstrated to Respondent the relevance of the information described above in sub-paragraph 11(a).

(c) The information requested by the Charging Party, as described above in sub-paragraph 11(a), is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(d) Since about May 24, 2018, Respondent, by Patrick Mock, has failed and refused to furnish the Charging Party with the information requested by it as described above in sub-paragraph 11(a).

12. (a) On August 23, 2018, Respondent closed its facility.

(b) As a result of the closing described above in sub-paragraph 12(a), the Unit employees were terminated from their positions.

(c) The effects of the closing described above in sub-paragraph 12(a) on the Unit employees relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in sub-paragraph 12(a) without prior notice to the Charging Party, and without affording the Charging Party an opportunity to bargain with Respondent with respect to the effects of this conduct.

13. By the conduct described above in paragraph 7, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

14. By the conduct described above in paragraph 9, 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)(1) and (3) of the Act.

15. By the conduct described above in paragraphs 8 through 12, 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.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 11 and 12, the General Counsel seeks an order requiring that Respondent make whole the employees in the Unit in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), as clarified in *Melody Toyota*, 325 NLRB 846 (1998).

As a further part of the remedy for the unfair labor practices alleged in this Amended Consolidated Complaint, the General Counsel seeks an Order requiring Respondent to mail notices in English and simplified Chinese to all Unit employees employed by Respondent from March 2017 to August 31, 2018.

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

ANSWER REQUIREMENT

RESPONDENT IS FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondent must file an answer to the above amended consolidated complaint. The answer must be **received by this office on or before February 1, 2019 , or postmarked on or before January 31, 2019**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **File Case Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the

answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended consolidated complaint are true.

ORDER RESCHEDULING HEARING

IT IS HEREBY ORDERED that the hearing in the above-entitled matter is rescheduled to **April 2, 2019 at 9:30 AM** at 26 Federal Plaza, Room 3614, New York, NY 10278. The hearing will continue on consecutive days until concluded. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: January 18, 2019

John J. Walsh, Jr.
Regional Director
National Labor Relations Board, Region 02
26 Federal Plaza, Suite 3614
New York, NY 10278-3699

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby ORDERS that Respondent Joy Luck Palace Inc. d/b/a Joy Luck Palace Restaurant, its officers, agents, successors and assigns, shall:

1. Cease and desist from:

   (a) Threatening to prohibit employees from switching days off with their co-workers because of their union membership or support.

   (b) Discontinuing dim sum and dinner service to retaliate against employees because of their membership in 318 Restaurant Workers Union ("Union") or activities to support it.

   (c) Failing and refusing to bargain collectively with the Union regarding the following employees in the bargaining unit ("Unit"):

   > All full-time and regular part-time dining room employees including waiters, busboys, and dim sum sellers, and excluding all kitchen employees, office clerical employees, managers, guards and supervisors as defined in the National Labor Relations Act.

   (d) Failing and/or refusing to sign and abide by the terms and conditions of the negotiated collective-bargaining agreement it reached with the Union on December 21, 2017.

   (e) Failing and/or refusing to respond to information requests made by the Union as the exclusive representative of the Unit and/or failing to provide requested information to the Union that is relevant and necessary to its role as the bargaining representative of the Unit.

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

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

   (a) Furnish to the Union in a timely manner the following information requested by the Union on May 24, 2018:

      i. All documents that support the claim that the restaurant is in arrears on the rent for the restaurant;

      ii. All documents, including information electronically stored information ("ESI"), regarding the monthly income for the restaurant from January 2017 to present;

Exhibit 11 (a)

iii. All documents regarding the restaurant's monthly expenditures for the period from January 2017 to present;

iv. All documents that contain information about the debts currently owed by the restaurant;

v. All documents, including ESI, regarding the assets of the restaurant;

vi. All documents, including ESI, identifying the owners of the restaurant;

vii. All documents, including ESI, identifying the ownership shares of the restaurant; and

viii. All documents that contain information about the lease of the restaurant at 98 Mott Street.

(b) Upon request by the Union, promptly sign the collective-bargaining agreement reached with the Union on December 21, 2017.

(c) Bargain in good faith with the Union concerning the effects on Unit employees resulting from the termination of dim sum and dinner service from February 1 through February 26, 2018.

(d) Bargain in good faith with the Union concerning the effects on Unit employees resulting from the closing of the restaurant on August 23, 2018.

(e) Make whole employees in the Unit for the wages and other benefits they lost resulting from the failure of the Employer to execute the collective-bargaining agreement with the Union that would have been effective January 1, 2018.

(f) Make whole employees in the Unit for the wages and other benefits they lost resulting from the discontinuation of dim sum and dinner service from February 1st through February 26, 2018.

(g) Make all Unit employees who were laid off on August 23, 2018, as a result of the closing of the restaurant, whole with a minimum of two weeks' backpay, in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), as clarified in *Melody Toyota*, 325 NLRB 846 (1998).

(h) 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 the records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(i) Within 14 days after service by the Region mail copies, at the Respondent's expense, of the attached notice marked "Appendix___" to the last known address of each employee employed in the Unit represented by the Union; and similarly mail a copy of the notice to the Union at its business address. Copies of the notice, on forms provided by the Regional Director for Region 2, shall be mailed after being signed by the Respondent's authorized representative.

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

(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 threaten to prohibit you from switching days off with your co-workers because of your membership or support for 318 Restaurant Workers Union ("Union").

WE WILL NOT discontinue dim sum and dinner service to retaliate against you because of your membership in Union or activities to support it.

WE WILL NOT refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the following unit ("Unit"):

> All full-time and regular part-time dining room employees including waiters, busboys, and dim sum sellers, and excluding all kitchen employees, office clerical employees, managers, guards and supervisors as defined in the National Labor Relations Act.

WE WILL NOT refuse to sign and abide by the terms and conditions of the negotiated collective-bargaining agreement we reached with the Union on December 21, 2017.

WE WILL NOT fail to provide the Union with prior notice and an opportunity to bargain over the effects on Unit employees of our decision to discontinue dim sum and dinner service.

WE WILL NOT fail to provide the Union with prior notice and an opportunity to bargain over the effects of our decision to close the restaurant.

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

WE WILL NOT refuse to meet and bargain in good faith with the Union.

WE WILL NOT in any like or related manner interfere with your rights listed above.

WE WILL, upon request by the Union, promptly sign the collective-bargaining agreement we reached with the Union on December 21, 2017.

WE WILL provide the Union with the information it requested by letter dated May 24, 2018.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargain representative of the Unit employees.

WE WILL make whole employees in the Unit for the wages and other benefits they lost because we failed to execute the collective-bargaining agreement with the Union that would have been effective January 1, 2018,

Exhibit 11(b)

and because we discontinued dim sum and dinner service from February 1st through February 26, 2018 without bargaining with the Union over the effects of that closing.

WE WILL, on request, bargain with the Union concerning the effects on our employees in the above Unit resulting from the closure of the restaurant on August 23, 2018.

WE WILL pay employees in the above Unit who were laid off on August 23, 2018 certain wages, with interest, as provided in the decision of the National Labor Relations Board.

Joy Luck Palace, Inc. d/b/a Joy Luck Palace Restaurant

(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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at https://www.federalrelay.us/tty (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

26 Federal Plz Ste 3614
New York, NY 10278-3699

Telephone: (212) 264-0300
Hours of Operation: 8:45 a.m. to 5:15 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.