

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

SANTOS CRUZ LLC, d/b/a FILIBERTO'S

and

Case 28-CA-221286

JAIRO E. AGUIRRE, an Individual

**GENERAL COUNSEL'S MOTIONS TO TRANSFER AND CONTINUE
MATTER BEFORE THE BOARD AND FOR DEFAULT JUDGMENT**

The General Counsel, based on the facts set forth below, and in the attached documents and exhibits, moves, pursuant to Section 102.24 of the Rules and Regulations of the National Labor Relations Board (the Board) for the Board to transfer and continue this matter before the Board and to issue a Decision and Order, prior to and without the necessity of an evidentiary hearing, containing findings of fact and conclusions of law in accordance with the allegations of the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement in this matter (the Complaint), ordering Santos Cruz LLC, d/b/a Filiberto's (Respondent) to appropriately remedy the unfair labor practices found, and granting such other further relief as may be proper in the circumstances. In support of this Motion, the General Counsel shows and alleges that:

1. Jairo E. Aguirre, an Individual (Aguirre), filed the original charge in this matter on May 30, 2018, and first amended charge in this matter on August 30, 2018. The charge, as amended, alleges that Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of National Labor Relations the Act (the Act) through the following conduct:

During the past six months, the above-named employer has interfered with, restrained, and coerced employees in the exercise of their rights under Section 7

of the National Labor Relations Act (the Act), by its actions, including, but not limited to, issuing unlawful directives to its employee(s) to investigate other employees' protected concerted activities, and by asking employee(s) about their protected concerted activities or the protected concerted activities of other employees.

During the past six months, the above-named employer has interfered with, restrained, and coerced employees in the exercise of their rights under Section 7 of the Act, by its actions, including, but not limited to, threatening employee(s) with negative consequences for engaging in protected concerted activities, threatening to fire employee(s) for engaging in protected concerted activities, inviting employee(s) to quit in response to engaging in protected concerted activities, and by discharging its employees, including, but not limited to, Jairo E. Aguirre, because they engaged in protected, concerted activities.

By the above and other acts the Employer has interfered with, restrained, and coerced employees in the exercise of their Section 7 rights under the National Labor Relations Act.

A copy of the original charge is attached as **Exhibit 1**, a copy of the affidavit of service of the original charge is attached as **Exhibit 2**, a copy of the first amended charge is attached as **Exhibit 3**, and a copy of the affidavit of service of the first amended charge is attached as **Exhibit 4**.

2. Based on the charge described above in paragraph 1, on September 25, 2018, the Regional Director for Region 28 (the Regional Director) pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the Board, issued a Complaint and Notice of Hearing (the Complaint). The Complaint alleged, in relevant part, at paragraphs 4 and 5, that Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) and (3) of the Act through the following conduct described in Complaint paragraphs 4 and 5:

4. (a) On various dates between about May 6, 2018, and May 24, 2018, Respondent's employee Aguirre engaged in concerted activities with other employees for the purposes of mutual aid and protection and concertedly complained to Respondent about the terms and conditions of employment of Respondent's employees, by raising concerns with other employees and with

Respondent about the wages, hours, and working conditions of Respondent's employees, including conflicts between Manuel Santos Cruz and Margarita Santos in the workplace creating a hostile work environment for Respondent's employees, mistreatment and disrespect of employees by supervisors, and practices concerning the sharing of tips.

(b) About May 22, 2018, Respondent, by Manuel Santos Cruz, at Respondent's facility:

(1) directed its employees to investigate other employees' protected concerted activities and report them to Respondent;

(2) threatened its employees with unspecified reprisals for engaging in protected concerted activities;

(3) directed its employees to refrain from engaging in protected concerted activities;

(4) in a statement different from the statement described above in [Complaint] paragraph 4(b)(2), threatened its employees with unspecified reprisals for engaging in protected concerted activities;

(5) in a statement different from the statement described above in [Complaint] paragraph 4(b)(3), directed its employees to refrain from engaging in protected concerted activities; and

(6) invited its employees to quit in response to their protected concerted activities.

(c) About May 24, 2018, Respondent discharged Aguirre.

(d) About June 25, 2018, Respondent, by Antonio Padilla (Padilla), at Padilla's office:

(1) interrogated its employees about the protected concerted activities of employees; and

(2) in a conversation separate from the conversation in which the statement described in [Complaint] paragraph 4(d)(1) was made, interrogated its employees about the protected concerted activities of employees.

(e) Respondent engaged in the conduct described above in [Complaint] paragraph 4(c), because Aguirre engaged in the conduct described above in [Complaint] paragraph 4(a), and to discourage employees from engaging in these or other concerted activities.

5. By the conduct described above in [Complaint] paragraph 4, 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.

A copy of the Complaint is attached as **Exhibit 5**, a copy of the affidavit of service of the Complaint is attached as **Exhibit 6**, and a copy of proof of service of the Complaint is attached as **Exhibit 7**. Respondent did not file an answer to the Complaint.

3. On November 7, 2018, the Regional Director approved a bilateral informal settlement agreement (the Agreement) in this matter, which had been executed by Respondent's owner Manuel A. Cruz on behalf of Respondent on October 26, 2018, and by Aguirre on his own behalf on November 6, 2018. The Agreement provides that Respondent, which is referenced in the Agreement as the Charged Party: physically post a Notice to Employees at its facility in Anthem, Arizona; comply with the provisions of the Notice to Employees which, *inter alia*, require Respondent affirmatively to make whole Aguirre for any loss of earnings and other benefits suffered as a result of his discharge and remove from its files all references to Aguirre's discharge and notify Aguirre in writing that it has taken such action and that the discharge will not be used against him in any way; within 14 days, pay Aguirre backpay in the amount of \$7,896 and interest in the amount of \$95; and notify the Regional Director of what steps it has taken to comply with the Agreement. A copy of the Agreement is attached as **Exhibit 8**.

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

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party; and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 25, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will

be deemed admitted and it's Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

As set forth in detail below, since November 11, 2018, Board agents, on behalf of the Regional Director, have made numerous efforts to secure Respondent's compliance with the Agreement, to no avail. On November 11, 2018, and December 11, 2018, a Board agent, on behalf of the Regional Director, gave Respondent 14 days' notice to comply with the Agreement, again to no avail. To date, Respondent has failed to provide any evidence of compliance with the Agreement.

5. On November 11, 2018, a Board agent, on behalf of the Regional Director, sent a package of information to Respondent, via United States mail, containing copies of the Notice to Employees and a Certification of Compliance forms to be signed by an official of Respondent and returned to Region 28 and detailing Respondent's obligations under the Agreement. A copy of the correspondence is attached as **Exhibit 9**.

6. On December 11, 2018, a Board agent, on behalf of the Regional Director, having received no evidence that Respondent had complied with any of the affirmative provisions the Agreement, sent Respondent and its non-attorney representative a letter, via United States mail, notifying Respondent that it failed to comply with the terms of the Agreement as follows:

As you already know, a Settlement Agreement in this case was approved by the Regional Director on November 7, 2018. On November 9, 2018, the Region sent

you a compliance packet that included a copy of the approved Settlement Agreement, instructions on compliance, and all documents necessary to fully comply with Settlement Agreement. We further asked for these documents on November 5, 2018, during a phone conversation with your legal representative, Antonio Padilla. We have yet to receive such documentation.

Please be aware that said Settlement Agreement states that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Settlement Agreement further states that the Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn.

This is the Regional Director's notice that you are in non-compliance of the attached Settlement Agreement. If the Charged Party does not initiate compliance by the end of business on December 26, 2018, the Region will issue a complaint in this case.

(emphasis in original). A copy of the Board agent's letter of December 11, 2018, is attached as **Exhibit 10**.

7. On January 23, 2019, a Board agent, on behalf of the Regional Director, still having received no evidence that Respondent had complied with any of the affirmative provisions the Agreement, sent Respondent and its non-attorney representative a letter, via United States mail (to Respondent and its non-attorney representative) and email (to Respondent's non-attorney representative), notifying Respondent that it failed to comply with the terms of the Agreement as follows:

The enclosed settlement agreement in the above-referenced matter was signed by Santos Cruz LLC, d/b/a Filiberto's (the Employer) on October 26, 2018, and by Jairo E. Aguirre on November 6, 2018, and was approved by the Regional Director on November 6, 2018. The settlement agreement requires the Employer, inter alia, to: Make whole Jairo E. Aguirre (Aguirre), who waived his right to reinstatement to his former job for any loss of earnings and other benefits suffered as a result of his discharge, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses and compensation for any consequential economic harm resulting from his discharge; Remove from

its files all references to the discharge of Aguirre, and notify him, in writing that this has been done and that the discharge will not be used against him in any way; Post the Notice to Employees attached to the settlement agreement upon receipt of copies of the approved notice from the Regional Director; and notify the Regional Director in writing what steps it has taken to comply with the agreement within 14 days and again after 60 days from the date of approval of the settlement agreement. On December 11, 2018, I sent owner, Manuel Santos Cruz, who signed the settlement agreement, a letter warning that the Employer was in non-compliance with the settlement agreement and that, if the Employer did not comply with the terms of the agreement by December 26, 2018, then the Region would issue a complaint and institute default proceedings pursuant to the “Performance” paragraph of the settlement agreement. The “Performance” paragraph of the settlement agreement sets forth the following procedure to be followed in the event of non-compliance with any of the settlement agreement’s terms:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party; and after 14 days’ notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 25, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and it’s Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

This is the Regional Director’s notice that the Employer is not in compliance with the terms of the settlement agreement. If the Employer does not prepare, sign and post the Notice to Employees; forward a copy of the signed Notice to Employees to the Board agent; make whole Aguirre, remove from its files all references to the discharge of Aguirre, and notify Aguirre in writing that this has been done and that the discharge will not be used against him in any way, and submit a completed Certification of Compliance Part One form with a signed copy of the

Notice and submit a completed Certification of Compliance Part Two form on or before **January 30, 2019**, the Regional Director will issue a complaint and institute default proceedings, as provided in the “Performance” paragraph of the settlement agreement.

Please advise me in writing of whether the Employer will take the actions required under the settlement agreement, and, if the Employer will take these actions, please advise me in writing of when these actions have been completed. Please contact me at (602) 416-4768 so we may discuss any questions you may have.

(emphasis in original). A copy of the correspondence is attached as **Exhibit 11**.

8. To date, Respondent has not complied with any of the affirmative provisions of the agreement. Respondent has not provided any evidence that it has physically posted the Notice to Employees at its facility in Anthem, Arizona; it has not complied with the provisions of the Notice to Employees which, *inter alia*, require Respondent affirmatively to make whole Aguirre for any loss of earnings and other benefits suffered as a result of his discharge and remove from its files all references to Aguirre’s discharge and notify Aguirre in writing that it has taken such action and that the discharge will not be used against him in any way; it has not paid Aguirre backpay in the amount of \$7,896 and interest in the amount of \$95; and it has not notified the Regional Director of what steps it has taken to comply with the Agreement. In sum, Respondent has had ample opportunity to comply with the Agreement but has failed to do so.

9. Accordingly, on March 20, 2019, the Regional Director, on behalf of the General Counsel, reissued the Complaint, titled as Complaint Based on Breach of Affirmative Provisions of Settlement Agreement. A copy of the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement is attached as **Exhibit 12**, and copies of the affidavits of service of the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement are attached as **Exhibit 13** and **Exhibit 14**.

10. As referenced above in paragraph 4, the Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the reissued complaint. The Agreement clearly provides that the only issue Respondent may raise in response to an Order to Show Cause the Board may subsequently issue, upon receipt of the instant Motion, is whether it has defaulted on the terms of the Agreement. The Board has specifically approved of, and enforced, such provisions. See *Paragon Systems, Inc.*, 366 NLRB No. 139, slip op. at 1-2 (2018); *County Agency, Inc.*, 363 NLRB No. 26, slip op. at 2-3 (2015); *U Bee, Ltd.*, 315 NLRB 667, 668 (1994). As outlined above, Respondent has unquestionably defaulted on the terms of the Agreement.

In view of the foregoing, the General Counsel respectfully moves for the Board to:

- (a) transfer and continue this matter before the Board;
- (b) find that Respondent has waived its right to file an Answer to the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement under the terms of the Agreement, that the allegations of the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement are deemed to be true, and that no hearing is necessary;
- (c) find that Respondent violated Section 8(a)(1) of the Act, as alleged in the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement; and
- (d) issue a Decision and Order against Respondent, containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement; remedying such unfair labor practices; specifically requiring that Respondent physically post the Notice to Employees at its facility in Anthem, Arizona, make whole Aguirre for any loss of earnings and other benefits

suffered as a result of his discharge, remove from its files all references to Aguirre's discharge, notify Aguirre in writing that it has taken such action and that the discharge will not be used against him in any way, and notify the Regional Director of what steps it has taken to comply with the Agreement; requiring that Respondent take all actions required by the Agreement; and providing for such other relief as may be appropriate and proper to remedy the allegations of the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement.

Dated at Phoenix, Arizona, this 27th day of March, 2019.

Respectfully submitted,

/s/ N.M. Zárate Mancilla

Néstor M. Zárate Mancilla
Counsel for the General Counsel
National Labor Relations Board, Region 28
2600 North Central Avenue, Suite 1400
Phoenix, Arizona 85004-3019
Phone: (602) 416-4771
Email: nestor.zarate-mancilla@nlrb.gov

CERTIFICATE OF SERVICE

I hereby certify that a copy of General Counsel's Motions to Transfer and Continue Matter before the Board and for Default Judgment in *Santos Cruz LLC, d/b/a Filiberto's*, Case 28-CA-221286 was e-filed with the Executive Secretary and served by Email and/or United States mail as indicated below on this 27th day of March 2019:

Via E-Filing:

Honorable Roxanne L. Rothschild, Executive Secretary
Office of the Executive Secretary
National Labor Relations Board
1015 Half Street SE - Room
Washington, D.C. 20570-0001

Via Email and US Mail:

Antonio Padilla, Representative of Respondent
6522 West Glendale Avenue
Glendale, AZ 85301
Email: admin@div-an.com

Via US Mail:

Manuel Santos Cruz, Owner
Santos Cruz LLC, d/b/a Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450

Jairo E. Aguirre
5924 West Keim Drive, Apt. D
Glendale, AZ 85301-5137



Dawn M. Moore
Administrative Assistant
National Labor Relations Board
Region 28 - Las Vegas Resident Office
Foley Federal Building
300 Las Vegas Boulevard South, Suite 2-901
Las Vegas, Nevada 89101
Telephone: (702) 820-7466
Facsimile: (702) 388-6248
E-Mail: Dawn.Moore@nlrb.gov

Exhibit 1

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-221286	May 30, 2018

INSTRUCTIONS:

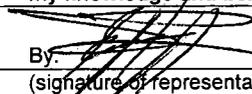
File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Filiberto's	b. Tel. No. (623)551-5092	c. Cell No. (602)628-3712
		d. Address (street, city, state ZIP code) 3434 W Anthem Way, Ste 146, Anthem, AZ 85086-0450
e. Employer Representative Manuel Santos Cruz Owner	f. Fax No.	g. e-Mail
	h. Dispute Location (City and State) Anthem, AZ	i. Type of Establishment (factory, nursing home, hotel) Restaurant
j. Principal Product or Service Food Sales	k. Number of workers at dispute location ~10	

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) 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)
 During the past six months, the above-named employer has interfered with, restrained, and coerced employees in the exercise of their rights under Section 7 of the National Labor Relations Act, by its actions, including, but not limited to, discharging its employees, including, but not limited to, Jairo E. Aguirre, because they engaged in protected, concerted activities. By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Jairo E Aguirre	
4a. Address (street and number, city, state, and ZIP code) 5924 W Keim Dr, Apt D, Glendale, AZ 85301-5137	4b. Tel. No.
	4c. Cell No. (602)299-5419
	4d. Fax No.
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No.
By:  (signature of representative or person making charge)	Jairo E Aguirre, an Individual	Office, if any, Cell No. (602)299-5419
	Print Name and Title	Fax No.
Address: 5924 W Keim Dr, Apt D, Glendale, AZ 85301-5137	Date: 30/5/2018	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. 1-2261051901

RECEIVED, PHOENIX, AZ
NLRB-REGION 28

2018 MAY 30 PM 12:47

Exhibit 2

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

FILIBERTO'S	
	Charged Party
and	
JAIRO E AGUIRRE, an individual	
	Charging Party

Case 28-CA-221286

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 1, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450

June 1, 2018

Date

David Flores, Designated Agent of NLRB

Name

/s/ David Flores

Signature

Exhibit 3

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
FIRST AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
28-CA-221286	8/30/2018

INSTRUCTIONS:

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

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Santos Cruz LLC, d/b/a Filiberto's		b. Tel. No. (623) 551-5092
		c. Cell No. (602) 628-3712
d. Address (street, city, state ZIP code) 3434 West Anthem Way, Suite 146 Anthem, AZ 85086-0450	e. Employer Representative Manuel Santos Cruz, Owner	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Anthem, Arizona
i. Type of Establishment (factory, nursing home, hotel) Restaurant	j. Principal Product or Service Food Sales	k. Number of workers at dispute location -10

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) 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)
During the past six months, the above-named employer has interfered with, restrained, and coerced employees in the exercise of their rights under Section 7 of the National Labor Relations Act (the Act), by its actions, including, but not limited to, issuing unlawful directives to its employee(s) to investigate other employees' protected concerted activities, and by asking employee(s) about their protected concerted activities or the protected concerted activities of other employees.

During the past six months, the above-named employer has interfered with, restrained, and coerced employees in the exercise of their rights under Section 7 of the Act, by its actions, including, but not limited to, threatening employee(s) with negative consequences for engaging in protected concerted activities, threatening to fire employee(s) for engaging in protected concerted activities, inviting employee(s) to quit in response to engaging in protected concerted activities, and by discharging its employees, including, but not limited to, Jairo E. Aguirre, because they engaged in protected, concerted activities.

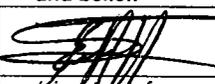
By the above and other acts the Employer has interfered with, restrained, and coerced employees in the exercise of their Section 7 rights under the National Labor Relations Act.

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

Jairo E. Aguirre

4a. Address (street and number, city, state, and ZIP code) 5924 West Keim Drive, Apartment D Glendale, AZ 85301-5137	4b. Tel. No.
	4c. Cell No. (602) 299-5419
	4d. Fax No.
	4e. e-Mail

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

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. (602) 918-7965
 _____ (signature of representative or person making charge)	Jairo E. Aguirre, an Individual	Office, if any, Cell No.
	Print Name and Title	Fax No.
	Address: 5924 W. Keim Drive, Apt D, Glendale, AZ 85301-5137	Date: August 30, 2018

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.

RECEIVED, PHOENIX, AZ
NLRB-REGION 28

2018 AUG 30 AM 10:14

RECEIVED
NLRB-REGION 28
2018 AUG 30 AM 10:14

Exhibit 4

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SANTOS CRUZ LLC, D/B/A FILIBERTO'S

Charged Party

and

JAIRO E AGUIRRE, AN INDIVIDUAL

Charging Party

Case 28-CA-221286

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 31, 2018, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Santos Cruz LLC, d/b/a Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450

August 31, 2018

Date

Kathleen M. Rourke-Osborne, Designated
Agent of NLRB

Name

/s/ Kathleen M. Rourke-Osborne

Signature

Exhibit 5

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

SANTOS CRUZ LLC, d/b/a FILIBERTO'S

and

Case 28-CA-221286

JAIRO E. AGUIRRE, an Individual

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Jairo E. Aguirre, an Individual (Aguirre). It 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 Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Santos Cruz LLC, d/b/a Filiberto's (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by Aguirre on May 30, 2018, and a copy was served on Respondent by U.S. mail on June 1, 2018.

(b) The first amended charge in this proceeding was filed by Aguirre on August 30, 2018, and a copy was served on Respondent by U.S. mail on August 31, 2018.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business in Anthem, Arizona (Respondent's facility), and has been engaged in the business of operating a public restaurant selling food and beverages.

(b) In conducting its operations during the 12-month period ending May 30, 2018, Respondent in conducting its operations described above in paragraph 2(a),

purchased and received at Respondent's facility goods valued in excess of \$5,000 directly from points outside the State of Arizona.

(c) In conducting its operations during the 12-month period ending May 30, 2018, Respondent derived gross revenues in excess of \$500,000.

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

3. (a) 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:

Manuel Santos Cruz	-	Owner
Jose Santos	-	Owner

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

Margarita Santos	-	Wife of Manuel Santos Cruz
Antonio Padilla	-	Accountant for Respondent

4. (a) On various dates between about May 6, 2018, and May 24, 2018, Respondent's employee Aguirre engaged in concerted activities with other employees for the purposes of mutual aid and protection and concertedly complained to Respondent about the terms and conditions of employment of Respondent's employees, by raising concerns with other employees and with Respondent about the wages, hours, and working conditions of Respondent's employees, including conflicts between Manuel Santos Cruz and Margarita Santos in the workplace creating a hostile work environment for Respondent's

employees, mistreatment and disrespect of employees by supervisors, and practices concerning the sharing of tips.

(b) About May 22, 2018, Respondent, by Manuel Santos Cruz, at Respondent's facility:

(1) directed its employees to investigate other employees' protected concerted activities and report them to Respondent;

(2) threatened its employees with unspecified reprisals for engaging in protected concerted activities;

(3) directed its employees to refrain from engaging in protected concerted activities;

(4) in a statement different from the statement described above in paragraph 4(b)(2), threatened its employees with unspecified reprisals for engaging in protected concerted activities;

(5) in a statement different from the statement described above in paragraph 4(b)(3), directed its employees to refrain from engaging in protected concerted activities; and

(6) invited its employees to quit in response to their protected concerted activities.

(c) About May 24, 2018, Respondent discharged Aguirre.

(d) About June 25, 2018, Respondent, by Antonio Padilla (Padilla), at Padilla's office:

(1) interrogated its employees about the protected concerted activities of employees; and

(2) in a conversation separate from the conversation in which the statement described in paragraph 4(d)(1) was made, interrogated its employees about the protected concerted activities of employees.

(e) Respondent engaged in the conduct described above in paragraph 4(c), because Aguirre engaged in the conduct described above in paragraph 4(a), and to discourage employees from engaging in these or other concerted activities.

5. By the conduct described above in paragraph 4, 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.

6. 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 the unfair labor practices alleged above in paragraphs 4(c) and 4(e), the General Counsel seeks an order requiring that the named employee be made whole, including, but not limited to, by payment for consequential economic harm he incurred as a result of Respondent's unlawful conduct. 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 notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before October 9, 2018, or postmarked on or before October 6, 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.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on November 27, 2018, at 9:00 a.m. (local time) at the Hearing Room of the National Labor Relations Board located at 2600 North

Central Avenue, Suite 1400, Phoenix, Arizona, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 25th day of September 2018.

/s/ *Cornele A. Overstreet*

Cornele A. Overstreet, Regional Director

Attachments

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE**

Case 28-CA-221286

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

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

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

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

Manuel Santos Cruz, Owner
Santos Cruz LLC, d/b/a Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450

Jairo E. Aguirre
5924 West Keim Drive, Apt D
Glendale, AZ 85301-5137

Procedures in NLRB Unfair Labor Practice Hearings

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

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

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

I. BEFORE THE HEARING

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

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

II. DURING THE HEARING

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

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing.

If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

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

III. AFTER THE HEARING

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

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

Exhibit 6

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

SANTOS CRUZ LLC, D/B/A FILIBERTO'S

and

Case 28-CA-221286

JAIRO E AGUIRRE, an Individual

**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 **September 25, 2018**, 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:

Manuel Santos Cruz, Owner
Santos Cruz LLC, d/b/a Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450
Certified – 7017 3040 0000 4205 0429

Jairo E. Aguirre
5924 West Keim Drive, Apt D
Glendale, AZ 85301-5137

September 25, 2018

Date

Dawn M. Moore,
Designated Agent of NLRB

Name

/s/ Dawn M. Moore

Signature

Exhibit 7

USPS Tracking® FAQs [\(https://www.usps.com/faqs/uspstracking-faqs.htm\)](https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70173040000042050429

[Remove](#)

Your item was delivered to an individual at the address at 11:02 am on September 27, 2018 in PHOENIX, AZ 85086.

Delivered

September 27, 2018 at 11:02 am
Delivered, Left with Individual
PHOENIX, AZ 85086

[Feedback](#)

Tracking History

September 27, 2018, 11:02 am

Delivered, Left with Individual
PHOENIX, AZ 85086

Your item was delivered to an individual at the address at 11:02 am on September 27, 2018 in PHOENIX, AZ 85086.

September 27, 2018, 3:07 am

Departed USPS Regional Facility
PHOENIX AZ DISTRIBUTION CENTER ANNEX

September 26, 2018, 1:41 pm

Arrived at USPS Regional Facility
PHOENIX AZ DISTRIBUTION CENTER ANNEX

September 26, 2018, 7:36 am

Departed USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER

September 25, 2018, 11:36 pm

Arrived at USPS Regional Facility
LAS VEGAS NV DISTRIBUTION CENTER

Product Information

Postal Product:

Features:
Certified Mail™

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?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgo%2FTrackConfirmAction_input%3ForigTrackNum%3D7017304000004205...)

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

Feedback

Exhibit 8

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Santos Cruz LLC, d/b/a Filiberto's

Case 28-CA-221286

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about its facility located at 3434 West Anthem Way Suite 146, Anthem, Arizona, including in all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole Jairo E Aguirre (Aguirre) by payment to Aguirre in the amount opposite his name. The Charged Party will make appropriate withholdings for the backpay amount owed to Aguirre. No withholdings should be made from the interest portion of the backpay. The Charged Party will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year.

Name	Backpay	Interest	Total
Jairo E. Aguirre	\$7,896.00	\$95.00	\$7,991.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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

Initials: Charged Party: M.C.C.

Initials: Charging Party: _____
Exhibit 8

NLRB Reviewer: M.R.H. Page 1 of 3
Page 1 of 6

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

Yes M.C.C. No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 25, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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

Charged Party Santos Cruz LLC, d/b/a Filiberto's <u>10-2618</u>	Charging Party Jairo E Aguirre
By: <u>[Signature]</u> Name and Title Date	By: _____ Name and Title Date
Print Name and Title below <u>MANUEL A. CRUZ 10-2618</u>	Print Name and Title below
Recommended By: <u>[Signature]</u> Date <u>11/6/18</u> Joel E. Ruiz-Lopez Field Examiner	Approved By: <u>[Signature]</u> Date <u>11/7/18</u> Cornele A. Overstreet Regional Director, Region 28

(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 do anything to prevent you from exercising the above rights.

WE WILL NOT do anything to prevent you from engaging in **protected concerted activities**, including raising concerns with other employees about your wages, hours, and working conditions, or acting together with other employees to raise such concerns with us.

WE WILL NOT tell you not to engage in protected concerted activities.

WE WILL NOT tell you to investigate other employees' protected concerted activities and report them to us.

WE WILL NOT ask you about your protected concerted activities or the protected concerted activities of other employees.

WE WILL NOT threaten you with negative consequences for engaging in protected concerted activities.

WE WILL NOT threaten to fire you for engaging in protected concerted activities, including by inviting you to quit in response to you engaging in protected concerted activities.

WE WILL NOT fire you for engaging in protected concerted activities.

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

WE WILL make whole **Jairo E. Aguirre (Aguirre)**, who has waived his right to reinstatement to his former job for any loss of earnings and other benefits suffered as a result of his discharge, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses and compensation for any consequential economic harm resulting from his discharge.

WE WILL remove from our files all references to the discharge of **Aguirre**, and **WE WILL** notify him writing that this has been done and that the discharge will not be used against him in any way.

Santos Cruz LLC, d/b/a Filiberto's

(Employer)

Dated: 10-26-18

By: MANUELA CRUZ OWNER/MEMBER
(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.gov>.

RH

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Santos Cruz LLC, d/b/a Filiberto's

Case 28-CA-221286

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about its facility located at 3434 West Anthem Way Suite 146, Anthem, Arizona, including in all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole Jairo E Aguirre (Aguirre) by payment to Aguirre in the amount opposite his name. The Charged Party will make appropriate withholdings for the backpay amount owed to Aguirre. No withholdings should be made from the interest portion of the backpay. The Charged Party will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year.

Name	Backpay	Interest	Total
Jairo E. Aguirre	\$7,896.00	\$95.00	\$7,991.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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

Initials: Charged Party: _____

Initials: Charging Party: JA
Exhibit 8

NLRB Reviewer: JCB Page 1 of 3
Page 4 of 6

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

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 25, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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

Charged Party Santos Cruz LLC, d/b/a Filiberto's	Charging Party Jairo E Aguirre
By: Name and Title Date	By: Name and Title Date 11/6/18
Print Name and Title below	Print Name and Title below
Recommended By: Date	Approved By: Date
Joel E. Ruiz-Lopez Field Examiner 11/6/18	Cornele A. Overstreet Regional Director, Region 28 11/6/18

- 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 do anything to prevent you from exercising the above rights.

WE WILL NOT do anything to prevent you from engaging in **protected concerted activities**, including raising concerns with other employees about your wages, hours, and working conditions, or acting together with other employees to raise such concerns with us.

WE WILL NOT tell you not to engage in protected concerted activities.

WE WILL NOT tell you to investigate other employees' protected concerted activities and report them to us.

WE WILL NOT ask you about your protected concerted activities or the protected concerted activities of other employees.

WE WILL NOT threaten you with negative consequences for engaging in protected concerted activities.

WE WILL NOT threaten to fire you for engaging in protected concerted activities, including by inviting you to quit in response to you engaging in protected concerted activities.

WE WILL NOT fire you for engaging in protected concerted activities.

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

WE WILL make whole **Jairo E. Aguirre (Aguirre)**, who has waived his right to reinstatement to his former job for any loss of earnings and other benefits suffered as a result of his discharge, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses and compensation for any consequential economic harm resulting from his discharge.

WE WILL remove from our files all references to the discharge of **Aguirre**, and **WE WILL** notify him writing that this has been done and that the discharge will not be used against him in any way.

Santos Cruz LLC, d/b/a Filiberto's
(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.

2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004

Telephone: (602) 640-2160
Hours of Operation: 8:15 a.m. to 4:45 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 removed.

Exhibit 8

Page 6 of 6

RH

TA

Exhibit 9



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004

Agency Website: www.nlr.gov
Telephone: (602) 640-2160
Fax: (602) 640-2178

Agent's Direct Dial: (602) 416-4768

November 9, 2018

Manuel Santos Cruz, Owner
Santos Cruz LLC, d/b/a Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450

Re: Santos Cruz LLC, d/b/a Filiberto's
Case 28-CA-221286

Dear Mr. Cruz:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on November 7, 2018. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 6 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date Notices before posting them. The Notices should be posted for 60 consecutive days in all conspicuous places, where notices to employees are customarily posted at its facility located at 3434 West Anthem Way Suite 146, Anthem, Arizona. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by not later than **November 23, 2018, with one signed and dated original Notice.** The Certification of Compliance Part Two should be completed and returned by not later than **November 30, 2018.** If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

Remedial Actions:

Reimbursements: As provided in the Agreement, the Employer will make whole Jairo E. Aguirre (Aguirre) by payment to him in the amount set forth below:

Name	Backpay	Interest	Total
Jairo E. Aguirre	\$7,896.00	\$95.00	\$7,991.00

One backpaycheck should be made payable to Aguirre, less deductions for Social Security and withholding taxes. Backpay should be treated as wages in the year paid. (See IRS Publication 15-A for more information.) The check(s) should be accompanied by an explanatory statement(s) reflecting the amount of the deductions. In lieu of a current W-4 form concerning federal income tax withholding, the Employer should consult IRS Publication 15 for guidance.

A second check should be prepared for the total amount of interest owed to Aguirre. No deductions should be made from this amount.

All checks should be submitted to this Office for transmission to the employees within **14 days** from date of the letter soliciting compliance.

Expunction of Records: The Agreement further provides that the Employer will expunge from its records any reference to the discharge of Aguirre and notify him in writing that this has been done and that his discharge will not be used against him in any way. The Employer should provide this office with a copy of the letter notifying him of the expunction. A copy of this letter should be furnished to the undersigned within **14 days** from the date of the letter soliciting compliance – or - A copy of this letter must be furnished to the undersigned together with the Certification of Compliance Part Two which should be completed and returned by not later than **November 30, 2018**.

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

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

Very truly yours,

/s/ Joel E. Ruiz-Lopez

Joel E. Ruiz-Lopez
Field Examiner

Santos Cruz LLC, d/b/a Filiberto's
Case 28-CA-221286

- 3 -

November 9, 2018

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Compliance Part One
Certification of Compliance Part Two

cc: Jairo E Aguirre, an Individual
5924 West Keim Drive, Apartment D
Glendale, AZ 85301-5137

CERTIFICATION OF COMPLIANCE
(PART ONE)

**RE: Santos Cruz LLC, d/b/a Filiberto's
Case 28-CA-221286**

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

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on

(date) _____ at the following locations: (List specific places of posting)

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

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

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

CERTIFICATION OF COMPLIANCE
(PART TWO)

**RE: Santos Cruz LLC, d/b/a Filiberto's
Case 28-CA-221286**

Backpay

On (date) _____, the Employer made payment to the employee(s) named in the Settlement Agreement and/or Notice to Employees in the amounts set forth therein. Proof of payment is attached.

On (date) _____, the Employer completed the Report to Social Security Administration and submitted it to:

National Labor Relations Board, Region XX
Attn: (Insert Regional Director's name)
XXXXXXXXXXXXX
XXXXXXXXXX, XX XXXXX

Expungement of Records

On (date) _____, the Employer expunged from its records any reference to the (discharge)(discipline) and notified the employee(s) that it will not be used against (him)(her)(them) in any way. A copy/**copies** of the letter(s) of expungement is/**are** attached.

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

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

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



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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 prevent you from exercising the above rights.

WE WILL NOT do anything to prevent you from engaging in **protected concerted activities**, including raising concerns with other employees about your wages, hours, and working conditions, or acting together with other employees to raise such concerns with us.

WE WILL NOT tell you not to engage in protected concerted activities.

WE WILL NOT tell you to investigate other employee's protected concerted activities and report them to us.

WE WILL NOT ask you about your protected concerted activities or the protected concerted activities of other employees.

WE WILL NOT threaten you with negative consequences for engaging in protected concerted activities.

WE WILL NOT threaten to fire you for engaging in protected concerted activities, including by inviting you to quit in response to you engaging in protected concerted activities.

WE WILL NOT fire you for engaging in protected concerted activities.

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

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

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,



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL make whole **Jairo E. Aguirre (Aguirre)**, who has waived his right to reinstatement to his former job for any loss of earnings and other benefits suffered as a result of his discharge, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses and compensation for any consequential economic harm resulting from his discharge.

WE WILL remove from our files all references to the discharge of **Aguirre**, and **WE WILL** notify him writing that this has been done and that the discharge will not be used against him in any way.

SANTOS CRUZ LLC, D/B/A FILIBERTO'S

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer,

Exhibit 10



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004

Agency Website: www.nlrb.gov
Telephone: (602) 640-2160
Fax: (602) 640-2178

Agent's Direct Dial: (602) 416-4768

December 11, 2018

Manuel Santos Cruz, Owner
Santos Cruz LLC, d/b/a Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450

Re: Santos Cruz LLC, d/b/a Filiberto's
Case 28-CA-221286

Dear Mr. Cruz:

As you already know, a Settlement Agreement in this case was approved by the Regional Director on November 7, 2018. On November 9, 2018, the Region sent you a compliance packet that included a copy of the approved Settlement Agreement, instructions on compliance, and all documents necessary to fully comply with Settlement Agreement. We further asked for these documents on November 5, 2018, during a phone conversation with your legal representative, Antonio Padilla. We have yet to receive such documentation.

Please be aware that said Settlement Agreement states that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Settlement Agreement further states that the Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn.

This is the Regional Director's notice that you are in non-compliance of the attached Settlement Agreement. If the Charged Party does not initiate compliance by the end of business on December 26, 2018, the Region will issue a complaint in this case.

Please contact me at 602-416-4758 if you have any questions. Thank you.

Very truly yours,

/s/ Joel E. Ruiz-Lopez

Joel E. Ruiz-Lopez
Field Examiner

cc: Antonio Padilla
6522 West Glendale Avenue #10
Glendale, AZ 85301

Exhibit 11

From: Ruiz-Lopez, Joel E.
To: admin@div-an.com
Subject: Santos Cruz LLC, d/b/a Filiberto"s, Case 28-CA-221286
Date: Wednesday, January 23, 2019 4:28:00 PM
Attachments: [LTR.28-CA-221286.Final Non-Compliance Letter.pdf](#)
[image001.png](#)

Mr. Padilla:

Attached is the Final Non-Compliance Letter which issued today.

Thanks,
Joel

Joel E. Ruiz-Lopez
Field Examiner
National Labor Relations Board
Region 28 -- Phoenix Regional Office
2600 North Central Ave., Suite 1400
Phoenix, AZ 85004
Reception: 602.640.2160
Direct: 602.416.4768
Fax: 602.640.2178
E-mail: joel.ruiz-lopez@nlrb.gov



Most documents can be filed electronically with the NLRB using the E-Filing system, including new Charges and Petitions. Please electronically file documents using the links below.

E-file charges/petitions: <https://apps.nlrb.gov/chargeandpetition/>
E-file other documents: <https://apps.nlrb.gov/eservice/efileterm.aspx>



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004

Agency Website: www.nlrb.gov
Telephone: (602) 640-2160
Fax: (602) 640-2178

Agent's Direct Dial: (602) 416-4768

January 23, 2019

Sent Via E-mail and U.S. Mail:
admin@div-an.com

Mr. Antonio Padilla
6522 West Glendale Avenue #10
Glendale, AZ 85301

Re: Santos Cruz LLC, d/b/a Filiberto's
Case 28-CA-221286

Dear Mr. Padilla:

The enclosed settlement agreement in the above-referenced matter was signed by Santos Cruz LLC, d/b/a Filiberto's (the Employer) on October 26, 2018, and by Jairo E. Aguirre on November 6, 2018, and was approved by the Regional Director on November 6, 2018. The settlement agreement requires the Employer, *inter alia*, to:

- Make whole Jairo E. Aguirre (Aguirre), who waived his right to reinstatement to his former job for any loss of earnings and other benefits suffered as a result of his discharge, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses and compensation for any consequential economic harm resulting from his discharge;
- Remove from its files all references to the discharge of Aguirre, and notify him, in writing that this has been done and that the discharge will not be used against him in any way;
- Post the Notice to Employees attached to the settlement agreement upon receipt of copies of the approved notice from the Regional Director; and notify the Regional Director in writing what steps it has taken to comply with the agreement within 14 days and again after 60 days from the date of approval of the settlement agreement.

On December 11, 2018, I sent owner, Manuel Santos Cruz, who signed the settlement agreement, a letter warning that the Employer was in non-compliance with the settlement agreement and that, if the Employer did not comply with the terms of the agreement by December 26, 2018, then the Region would issue a complaint and institute default proceedings pursuant to the "Performance" paragraph of the settlement agreement.

The "Performance" paragraph of the settlement agreement sets forth the following procedure to be followed in the event of non-compliance with any of the settlement agreement's terms:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party; and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 25, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

This is the Regional Director's notice that the Employer is not in compliance with the terms of the settlement agreement. If the Employer does not prepare, sign and post the Notice to Employees; forward a copy of the signed Notice to Employees to the Board agent; make whole Aguirre, remove from its files all references to the discharge of Aguirre, and notify Aguirre in writing that this has been done and that the discharge will not be used against him in any way, and submit a completed Certification of Compliance Part One form with a signed copy of the Notice and submit a completed Certification of Compliance Part Two form on or before January 30, 2019, the Regional Director will issue a complaint and institute default proceedings, as provided in the "Performance" paragraph of the settlement agreement.

Please advise me in writing of whether the Employer will take the actions required under the settlement agreement, and, if the Employer will take these actions, please advise me in writing of when these actions have been completed. Please contact me at (602) 416-4768 so we may discuss any questions you may have.

Very truly yours,

/s/ Joel E. Ruiz-Lopez

Joel E. Ruiz-Lopez
Board Agent

cc Manuel Santos Cruz, Owner
Santos Cruz LLC, d/b/a Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450

Exhibit 12

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

SANTOS CRUZ LLC, d/b/a FILIBERTO'S

and

Case 28-CA-221286

JAIRO E. AGUIRRE, an Individual

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

Based upon a charge filed by Jairo E. Aguirre, an Individual (Aguirre) against Santos Cruz LLC, d/b/a Filiberto's (Respondent), alleging that Respondent violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), by engaging in unfair labor practices, on November 7, 2018, a Settlement Agreement and Notice to Employees (the Settlement Agreement), a copy of which is attached as Appendix A, pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices alleged in the charge, was approved. Respondent has failed to comply with the terms of the Settlement Agreement. Accordingly, pursuant to the terms of the Settlement Agreement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the following Complaint is issued.

1. (a) The charge in this proceeding was filed by Aguirre on May 30, 2018, and a copy was served on Respondent by U.S. mail on June 1, 2018.

(b) The first amended charge in this proceeding was filed by Aguirre on August 30, 2018, and a copy was served on Respondent by U.S. mail on August 31, 2018.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business in Anthem, Arizona (Respondent's facility), and has been engaged in the business of operating a public restaurant selling food and beverages.

(b) In conducting its operations during the 12-month period ending May 30, 2018, Respondent in conducting its operations described above in paragraph 2(a), purchased and received at Respondent's facility goods valued in excess of \$5,000 directly from points outside the State of Arizona.

(c) In conducting its operations during the 12-month period ending May 30, 2018, Respondent derived gross revenues in excess of \$500,000.

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

3. (a) 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:

Manuel Santos Cruz	-	Owner
Jose Santos	-	Owner

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

Margarita Santos	-	Wife of Manuel Santos Cruz
Antonio Padilla	-	Accountant for Respondent

4. (a) On various dates between about May 6, 2018, and May 24, 2018, Respondent's employee Aguirre engaged in concerted activities with other employees for the

purposes of mutual aid and protection and concertedly complained to Respondent about the terms and conditions of employment of Respondent's employees, by raising concerns with other employees and with Respondent about the wages, hours, and working conditions of Respondent's employees, including conflicts between Manuel Santos Cruz and Margarita Santos in the workplace creating a hostile work environment for Respondent's employees, mistreatment and disrespect of employees by supervisors, and practices concerning the sharing of tips.

(b) About May 22, 2018, Respondent, by Manuel Santos Cruz, at Respondent's facility:

(1) directed its employees to investigate other employees' protected concerted activities and report them to Respondent;

(2) threatened its employees with unspecified reprisals for engaging in protected concerted activities;

(3) directed its employees to refrain from engaging in protected concerted activities;

(4) in a statement different from the statement described above in paragraph 4(b)(2), threatened its employees with unspecified reprisals for engaging in protected concerted activities;

(5) in a statement different from the statement described above in paragraph 4(b)(3), directed its employees to refrain from engaging in protected concerted activities; and

(6) invited its employees to quit in response to their protected concerted activities.

(c) About May 24, 2018, Respondent discharged Aguirre.

(d) About June 25, 2018, Respondent, by Antonio Padilla (Padilla), at

Padilla's office:

(1) interrogated its employees about the protected concerted activities of employees; and

(2) in a conversation separate from the conversation in which the statement described in paragraph 4(d)(1) was made, interrogated its employees about the protected concerted activities of employees.

(e) Respondent engaged in the conduct described above in paragraph 4(c), because Aguirre engaged in the conduct described above in paragraph 4(a), and to discourage employees from engaging in these or other concerted activities.

5. By the conduct described above in paragraph 4, 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.

6. 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 the unfair labor practices alleged above in paragraphs 4(c) and 4(e), the General Counsel seeks an order requiring that the named employee be made whole, including, but not limited to, by payment for consequential economic harm he incurred as a result of Respondent's unlawful conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

NO HEARING OR ANSWER

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

Dated at Phoenix, Arizona, this 20th day of March 2019.

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Santos Cruz LLC, d/b/a Filiberto's

Case 28-CA-221286

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about its facility located at 3434 West Anthem Way Suite 146, Anthem, Arizona, including in all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole Jairo E Aguirre (Aguirre) by payment to Aguirre in the amount opposite his name. The Charged Party will make appropriate withholdings for the backpay amount owed to Aguirre. No withholdings should be made from the interest portion of the backpay. The Charged Party will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year.

Name	Backpay	Interest	Total
Jairo E. Aguirre	\$7,896.00	\$95.00	\$7,991.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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

Initials: Charged Party: M.C.C.

Initials: Charging Party: _____

NLRB Reviewer: MURR Page 1 of 3
Page 6 of 11

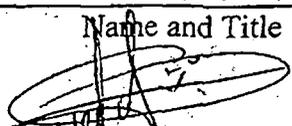
APPENDIX A

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

Yes M.C.C. No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 25, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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

Charged Party Santos Cruz LLC, d/b/a Filiberto's 10-2618	Charging Party Jairo E Aguirre
By:  Date	By: Name and Title Date
Print Name and Title below MANUEL A. CRUZ 10-2618	Print Name and Title below
Recommended By:  Date Joel E. Ruiz-Lopez Field Examiner	Approved By:  Date Cornele A. Overstreet Regional Director, Region 28

(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 do anything to prevent you from exercising the above rights.

WE WILL NOT do anything to prevent you from engaging in **protected concerted activities**, including raising concerns with other employees about your wages, hours, and working conditions, or acting together with other employees to raise such concerns with us.

WE WILL NOT tell you not to engage in protected concerted activities.

WE WILL NOT tell you to investigate other employees' protected concerted activities and report them to us.

WE WILL NOT ask you about your protected concerted activities or the protected concerted activities of other employees.

WE WILL NOT threaten you with negative consequences for engaging in protected concerted activities.

WE WILL NOT threaten to fire you for engaging in protected concerted activities, including by inviting you to quit in response to you engaging in protected concerted activities.

WE WILL NOT fire you for engaging in protected concerted activities.

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

WE WILL make whole **Jairo E. Aguirre (Aguirre)**, who has waived his right to reinstatement to his former job for any loss of earnings and other benefits suffered as a result of his discharge, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses and compensation for any consequential economic harm resulting from his discharge.

WE WILL remove from our files all references to the discharge of **Aguirre**, and **WE WILL** notify him writing that this has been done and that the discharge will not be used against him in any way.

Santos Cruz LLC, d/b/a Filiberto's

(Employer)

Dated: 10-26-18

By: MANUELA CRUZ OWNER/MEMBER
(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

RH

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Santos Cruz LLC, d/b/a Filiberto's

Case 28-CA-221286

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about its facility located at 3434 West Anthem Way Suite 146, Anthem, Arizona, including in all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole Jairo E Aguirre (Aguirre) by payment to Aguirre in the amount opposite his name. The Charged Party will make appropriate withholdings for the backpay amount owed to Aguirre. No withholdings should be made from the interest portion of the backpay. The Charged Party will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year.

Name	Backpay	Interest	Total
Jairo E. Aguirre	\$7,896.00	\$95.00	\$7,991.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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

Initials: Charged Party: _____

Initials: Charging Party: JA

NLRB Reviewer: YCP Page 1 of 3

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

Yes _____ No _____
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 25, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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

Charged Party Santos Cruz LLC, d/b/a Filiberto's	Charging Party Jairo E Aguirre
By: Name and Title Date	By: Name and Title Date
Print Name and Title below	Print Name and Title below
Recommended By: Date	Approved By: Date
Joel E. Ruiz-Lopez Field Examiner	Cornele A. Overstreet Regional Director, Region 28

- 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 do anything to prevent you from exercising the above rights.

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WE WILL NOT fire you for engaging in protected concerted activities.

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

WE WILL make whole **Jairo E. Aguirre (Aguirre)**, who has waived his right to reinstatement to his former job for any loss of earnings and other benefits suffered as a result of his discharge, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses and compensation for any consequential economic harm resulting from his discharge.

WE WILL remove from our files all references to the discharge of **Aguirre**, and **WE WILL** notify him writing that this has been done and that the discharge will not be used against him in any way.

Santos Cruz LLC, d/b/a Filiberto's
 (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.

2600 North Central Avenue, Suite 1400
 Phoenix, AZ 85004

Telephone: (602) 640-2160
Hours of Operation: 8:15 a.m. to 4:45 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

TA

KH

Exhibit 13

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

SANTOS CRUZ LLC, D/B/A FILIBERTO'S

and

Case 28-CA-221286

JAIRO E AGUIRRE, an Individual

**AFFIDAVIT OF SERVICE OF: COMPLAINT BASED ON BREACH OF
AFFIRMATIVE PROVISIONS OF SETTLEMENT AGREEMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **March 20, 2019**, 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:

Manuel Santos Cruz, Owner
Santos Cruz LLC, d/b/a Filiberto's
3434 West Anthem Way, Suite 146
Anthem, AZ 85086-0450
Certified – 7017 3040 0000 4205 2423

Jairo E. Aguirre
5924 West Keim Drive, Apt D
Glendale, AZ 85301-5137

March 20, 2019

Date

Dawn M. Moore,
Designated Agent of NLRB

Name

/s/ Dawn M. Moore

Signature

Exhibit 14

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

SANTOS CRUZ LLC, D/B/A FILIBERTO'S

and

Case 28-CA-221286

JAIRO E AGUIRRE, an Individual

**AFFIDAVIT OF SERVICE OF: COMPLAINT BASED ON BREACH OF
AFFIRMATIVE PROVISIONS OF SETTLEMENT AGREEMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **March 22, 2019**, I served the above-entitled document(s) by **Email and regular U.S. mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Antonio Padilla, Representative of Respondent
Santos Cruz LLC d/b/a Filiberto's
6522 West Glendale Avenue
Glendale, AZ 85301
Email: admin@div-an.com

March 22, 2019

Date

Dawn M. Moore,
Designated Agent of NLRB

Name

/s/ Dawn M. Moore

Signature