

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

**Dynamic Nursing Services, Inc. and Santos Tena.**  
Case 31–CA–193325

March 27, 2020

DECISION AND ORDER

BY CHAIRMAN RING AND MEMBERS KAPLAN AND  
EMANUEL

Upon a charge and an amended charge filed by Santos Tena on February 15 and May 18, 2017, respectively, the General Counsel issued a complaint and notice of hearing on September 29, 2017, alleging that the Respondent has been violating Section 8(a)(1) of the National Labor Relations Act by maintaining its Alternative Dispute Resolution Agreement (ADRA), which precludes employees from, or restricts them in, filing unfair labor practice charges. On October 12, 2017, the Respondent filed an answer admitting in part and denying in part the complaint allegations and raising certain affirmative defenses.

On July 23, 2018, the Respondent, the Charging Party, and the General Counsel filed a joint motion to waive a hearing and a decision by an administrative law judge and to transfer this proceeding to the National Labor Relations Board for a decision based on a stipulated record. On July 19, 2019, the Board granted the parties' joint motion. Thereafter, the Respondent and the General Counsel filed briefs.

On the entire record and briefs, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a California corporation with an office and place of business in Sherman Oaks, California, has been engaged in personal attendant home care. In conducting its operations during the calendar year ending December 31, 2016, the Respondent derived gross revenues in excess of \$250,000 and purchased and received goods, supplies, and materials valued in excess of \$5000 directly from points outside the State of California. At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *Stipulated Facts*

Since about December 21, 2013, the Respondent has maintained the ADRA, which states, in relevant part, as follows:

In the event that any employment claim or dispute arises between DYNAMIC NURSING SERVICES, INC. ("Dynamic") and \_\_\_\_\_ ("Employee"), the parties involved will make all efforts to resolve any such claim or dispute through informal means. If these informal attempts at resolution fail and if the claim or dispute arises out of or is related to Employee's employment, wage and hour issues, termination of employment or any other alleged other [sic] claim or dispute, Dynamic and Employee will submit the claim or dispute to final and binding arbitration.

By accepting and continuing employment with Dynamic, Employer and Employee agree that arbitration is the exclusive remedy for all claims and disputes; and with respect to such claims and disputes, no other action may be brought in court or any other forum (except actions to compel arbitration hereunder or any claim within the jurisdiction of the small claims). THIS ALTERNATIVE DISPUTE RESOLUTION AGREEMENT IS A WAIVER OF THE PARTIES' RIGHTS TO A CIVIL COURT ACTION FOR A DISPUTE RELATING TO EMPLOYEE'S EMPLOYMENT, WAGE AND HOUR ISSUE, OR TERMINATION OF EMPLOYMENT OR ANY OTHER ALLEGED DISPUTE, WHICH INCLUDES BUT IS NOT LIMITED TO CLAIMS OF HARASSMENT, DISCRIMINATION AND RETALIATION; ONLY AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE.

For the purpose of this Agreement, "claim" means any assertion of a right, dispute or controversy between Employer and Employee arising from or relating to the Agreement of Employment, the On Call Agreement for Live-In Personal Attendants and/or the relationship between Dynamic and Employee. Claim includes claims of every kind and nature including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, intentional tort, statutes, regulations, common law and equity. Employer shall not elect to use arbitration under this arbitration provision for any individual claim that Employee properly files and pursues in a small claims court so long as the claim is pending only in that court.

WAIVER OF CLASS ACTION AND RIGHT TO  
JURY TRIAL

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER EMPLOYER NOR EMPLOYEE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, EMPLOYEE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT EMPLOYEE WOULD HAVE IF EMPLOYEE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON ANY BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OR OTHER PERSONS OR EMPLOYEES SIMILARLY SITUATED.

Employment disputes or claims arising out of or related to Employee's employment or termination of employment shall include, but not be limited to, the following: alleged violations of federal, state and/or local constitutions, statutes or regulations; claims based on any purported breach of a contractual obligation, including breach of the covenant of good faith and fair dealing; and claims based on any purported breach of duty arising in tort, including violations of public policy. Claims brought under California's Fair Employment and Housing Act or Title VII of the Civil Rights Act of 1964, as amended, shall be exclusively arbitrated under this Agreement to the maximum extent permitted by law. Claims arising under the wage and hour laws of the State of California and the United States of America shall be resolved exclusively by arbitration under this agreement to the maximum extent permitted by law. Disputes or claims related to workers' compensation and unemployment insurance are not arbitrable hereunder.

(Emphasis in original.)

On December 21, 2013, Charging Party Santos Tena signed a copy of the ADRA.

In 2015, former employee Rosa Salcedo added Tena as a named representative in a class-action complaint that Salcedo had filed against the Respondent in the Superior

Court of the State of California for the County of Los Angeles (California Superior Court). The complaint asserted numerous causes of action arising out of the plaintiffs' employment with the Respondent. The Respondent filed a petition to compel arbitration of all of Tena's claims raised in the complaint, arguing that by signing the ADRA, Tena had agreed to binding arbitration as the forum to resolve disputes arising out of her employment with the Respondent. On September 30, 2016, the California Superior Court granted the Respondent's petition to compel arbitration. The court found, in relevant part, that the ADRA's class-action waiver does not violate the National Labor Relations Act but left it to an arbitrator to decide the arbitrability of class claims under the ADRA. On January 25, 2018, the arbitrator selected by the parties, the Honorable Steven J. Stone, issued an order on enforceability of class-action waiver, finding that the ADRA's class-action waiver is enforceable.

*B. The Parties' Contentions*

The parties' stipulation includes the following statement of issues:

1. Whether the Respondent violated 8(a)(1) of the Act by maintaining an Alternative Dispute Resolution Agreement that precludes employees from, or restricts them in, filing unfair labor practice charges with the Board.
2. Whether the Charging Party's claims are barred by the doctrine of collateral estoppel.
3. Whether the Charging Party's claims are barred by the statute of limitations.
4. Whether the Charging Party's claims are barred by the doctrine of preemption.

Citing *Prime Healthcare Paradise Valley, LLC*, 368 NLRB No. 10 (2019), and *Alorica, Inc.*, 368 NLRB No. 25 (2019), the General Counsel contends that the ADRA makes arbitration the exclusive forum for resolving all disputes, including disputes under the Act, and is therefore unlawful. He emphasizes that, similar to the arbitration agreement in *Alorica*, the ADRA states that arbitration is the "exclusive remedy for all claims and disputes" and does not exclude from its scope the filing of charges with the Board or with administrative agencies in general. The General Counsel argues that the doctrine of collateral estoppel does not apply because the Board was not a party to any prior litigation involving the parties here. See *Field Bridge Associates*, 306 NLRB 322, 322 (1992) ("The Board adheres to the general rule that if the Government was not a party to the prior private litigation, it is not barred from litigating an issue involving

enforcement of Federal law which the private plaintiff has litigated unsuccessfully.”), *enfd.* sub nom. *Service Employees Local 32B-32J v. NLRB*, 982 F.2d 845 (2d Cir. 1993). In any event, the General Counsel contends, the issue presented in this case has not been decided in any prior litigation. The General Counsel argues that the complaint is not barred by Section 10(b) because the Respondent has stipulated that it has maintained the ADRA at all material times since December 21, 2013. Finally, the General Counsel argues that the complaint is not barred by the doctrine of preemption.<sup>1</sup>

The Respondent argues that the ADRA is lawful because it is less restrictive than the arbitration agreements found unlawful in *Prime Healthcare* and *Alorica*. More specifically, the Respondent argues that the ADRA is less restrictive because it requires the parties to attempt to informally resolve disputes through mediation before submitting them to arbitration, and it expressly excludes from its scope claims related to workers’ compensation and unemployment insurance and claims properly pursued in small claims court. Additionally, the Respondent contends that the complaint is barred by Section 10(b) because it promulgated the ADRA more than 6 months before the initial charge was filed. Finally, the Respondent argues that the Board should apply its postarbitral deferral standard and defer to the California Superior Court’s ruling granting the Respondent’s petition to compel arbitration and Arbitrator Stone’s order on enforceability of class-action waiver.<sup>2</sup>

<sup>1</sup> The Respondent has abandoned its preemption defense. See *infra* fn. 2.

<sup>2</sup> Whether the allegation challenging the ADRA should be dismissed pursuant to the Board’s postarbitral deferral standard is not one of the stipulated issues before the Board for resolution. The Respondent appears to conflate postarbitral deferral with collateral estoppel, but they are distinct concepts. “The Board has long held that a stipulation is conclusive on the party making it and prohibits any further dispute as to the stipulated matters.” *Labor Ready Southwest, Inc.*, 363 NLRB No. 138, slip op. at 1 fn. 1 (2016). The Board adheres strictly to the parties’ stipulation “due, at least in part, to the parties’ choice to forgo offering evidence . . . in favor of reliance on the stipulation.” *Arbors at New Castle*, 347 NLRB 544, 545 (2006). Thus, if a party raises an issue that is outside the scope of the stipulated issues that are before the Board for resolution, that issue is not properly before the Board, and the Board will not consider the merits of the issue. See, e.g., *Private National Mortgage Acceptance Co. LLC*, 368 NLRB No. 126, slip op. at 3 (2019) (finding that the judge erred by reaching the merits of the allegation that an employer unlawfully maintained an arbitration agreement that restricted employees’ right to access the Board because that issue was not among the stipulated issues presented for resolution); *Kelly Services, Inc.*, 368 NLRB No. 130, slip op. at 1 fn. 3 (2019) (declining to pass on the judge’s finding that an arbitration agreement was ambiguous as to whether the employees retained the right to file charges with the Board because that allegation was outside the scope of the stipulated issue); *Labor Ready Southwest*, *supra*, slip op. at 1 fn. 1 (finding that the allegation that an employer unlawfully attempted to enforce an arbitration agreement was not at issue because it was not encompassed

### C. Discussion

#### 1. Section 10(b) does not bar the allegation

The Respondent argues that the allegation that it unlawfully maintained the ADRA is barred by Section 10(b)’s 6-month statute of limitations because it promulgated the ADRA more than 6 months before the Charging Party filed her initial charge in this case.<sup>3</sup> That argument lacks merit, as the parties have stipulated that the Respondent has maintained the ADRA since about December 21, 2013. The Board has long held that an employer’s *maintenance* of an unlawful work rule or policy (including an arbitration agreement) during the 6-month period preceding the filing of a charge is a continuing violation of the Act, regardless of when the employer first promulgated the rule or policy. See, e.g., *Cedars-Sinai Medical Center*, 368 NLRB No. 83, slip op. at 8 fn. 7 (2019); *Cellular Sales of Missouri, LLC*, 362 NLRB 241, 242 (2015), *enfd.* in relevant part 824 F.3d 772 (8th Cir. 2016); see also *Register Guard*, 351 NLRB 1110, 1110 fn. 2 (2007) (“The maintenance during the 10(b) period of a rule that transgresses employee rights is itself a violation of Sec. 8(a)(1).”), *enfd.* in relevant part sub nom. *Guard Publishing Co.*, 571 F.3d 53 (D.C. Cir. 2009).

The Respondent cites *Machinists Local Lodge 1424 (Bryan Mfg.) v. NLRB*, 362 U.S. 411 (1960), to support its 10(b) argument. In that case, the Supreme Court held that an allegation involving a collective-bargaining agreement that was valid on its face was barred by Section 10(b) because the enforcement of the agreement was “a continuing violation solely by reason of circumstances existing only at the date of execution,” which occurred more than 6 months before the initial charge was filed (the union had lacked majority status at the time that the collective-bargaining agreement was executed). *Id.* at 423. The Court distinguished those circumstances from a situation, like here, where the unlawfulness of an agreement is “independent of the legality of its execution” because it is “invalid on its face.” *Ibid.* *Bryan Mfg.* is therefore not applicable here. Accordingly, we

by the stipulated issues). Accordingly, because the postarbitral deferral issue raised by the Respondent is not within the scope of the stipulated issues here, we find that it is not properly before us for resolution, and we therefore will not consider the merits of that issue. The Respondent has not presented any argument to show that the allegation challenging the ADRA is barred by the doctrine of collateral estoppel and has therefore failed to establish that affirmative defense. In addition, the Respondent has not presented any argument to show that the allegation challenging the ADRA is barred by the doctrine of preemption and has therefore failed to establish that affirmative defense as well.

<sup>3</sup> We note that the stipulated issues that are before the Board for resolution do not include whether the Respondent’s promulgation of the ADRA violated the Act.

find that the allegation that the Respondent unlawfully maintained the ADRA is not barred by Section 10(b).

2. The ADRA is unlawful

In *Prime Healthcare*, the Board held that, notwithstanding the Supreme Court’s decision in *Epic Systems Corp. v. Lewis*, 584 U.S. \_\_\_, 138 S.Ct. 1612 (2018), upholding individual arbitration agreements containing class- and collective-action waivers, the Federal Arbitration Act (FAA) “does not authorize the maintenance or enforcement of agreements that interfere with an employee’s right to file charges with the Board.” *Prime Healthcare*, supra, 368 NLRB No. 10, slip op. at 5. This is so because the FAA’s requirement that arbitration agreements be enforced as written “may be ‘overridden by a contrary congressional command,’” which the Board found to be established in Section 10 of the Act. *Ibid.* (quoting *Shearson/American Express, Inc. v. McMahon*, 482 U.S. 220, 226 (1987)). Indeed, “[u]nder Section 10(b) of the Act, the Board has no power to issue complaint unless an unfair labor practice charge is filed, and Section 10(a) of the Act relevantly provides that the Board’s power to prevent unfair labor practices ‘shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, law, or otherwise.’” *Prime Healthcare*, supra, slip op. at 5.

Accordingly, in *Prime Healthcare*, the Board held that “an arbitration agreement that explicitly prohibits the filing of claims with the Board or, more generally, with administrative agencies must be found unlawful.” *Ibid.* The Board further held that where an arbitration agreement does not contain such an express prohibition—i.e., where the agreement is facially neutral—the Board must apply the standard set forth in *Boeing Co.*, 365 NLRB No. 154 (2017), and initially “determine whether that agreement, ‘when reasonably interpreted, would potentially interfere with the exercise of NLRA rights.’” *Prime Healthcare*, supra, slip op. at 5 (quoting *Boeing*, supra, slip op. at 3). If the arbitration agreement would potentially interfere with employees’ Section 7 rights, *Boeing* would typically require the Board to weigh the arbitration agreement’s potential interference with those rights against the employer’s legitimate justifications. See *Boeing*, supra, slip op. at 3. However, the Board concluded that, “as a matter of law, there is not and cannot be any legitimate justification for provisions, in an arbitration agreement or otherwise, that restrict employees’ access to the Board or its processes.” *Prime Healthcare*, supra, slip op. at 6. Finally, the Board found that arbitration agreements that make arbitration the exclusive forum for the resolution of all claims are unlawful to maintain because they restrict employees’ access to

the Board. See *id.*, slip op. at 6–7. Such agreements, therefore, belong in *Boeing* Category 3. See *Prime Healthcare*, supra, slip op. at 7.

Applying these principles, the Board in *Prime Healthcare* found that the arbitration agreement at issue there violated the Act because, although it did not explicitly prohibit charge filing (or the exercise of other Sec. 7 rights), it did, when reasonably interpreted, interfere with employees’ right to file charges with the Board. See *id.*, slip op. at 6. The arbitration agreement at issue in that case required “‘the resolution by binding arbitration of all claims or controversies for which a federal or state court would be authorized to grant relief,’” including claims under a long list of employment-related statutes and “‘claims for violation of any federal, state or other governmental constitution, statute, ordinance, regulation, or public policy.’” *Id.*, slip op. at 2. It also stated that “‘[t]he purpose and effect of this [a]greement is to substitute arbitration as the forum for resolution of’” all covered claims. *Ibid.* The Board found that, when reasonably interpreted, the arbitration agreement made arbitration the *exclusive* forum for the resolution of all claims, including federal statutory claims under the Act, thereby unlawfully restricting charge filing with the Board. See *id.*, slip op. at 6.<sup>4</sup>

The ADRA here provides that “arbitration is the exclusive remedy for all claims and disputes; and with respect to such claims and disputes, no other action may be brought in court or any other forum.” The claims and disputes covered by the ADRA include “alleged violations of federal, state and/or local constitutions, statutes or regulations.” As in *Prime Healthcare*, we find that such language makes arbitration the *exclusive* forum for resolving all disputes, including those brought under the Act. Thus, we find that, as in *Prime Healthcare*, the ADRA significantly impairs employees’ right to access the Board and its processes, the free exercise of which is vital to the implementation of the statutory framework established by Congress in the National Labor Relations Act, and cannot be legitimately justified. The ADRA

<sup>4</sup> See also *Haynes Building Services, LLC*, 369 NLRB No. 2, slip op. at 1–3 (2019) (finding that an employer unlawfully maintained an arbitration agreement requiring all applicants to agree to “‘obligatory arbitration for all disputes and complaints’” arising from the submission of their applications and to agree that if they are hired, “‘all disputes or complaints . . . shall be submitted to obligatory arbitration’”); *Beena Beauty Holding, Inc. d/b/a Planet Beauty*, 368 NLRB No. 91, slip op. at 2–3 (2019) (finding that an employer unlawfully maintained an arbitration agreement broadly requiring the parties to submit any claim to final and binding arbitration); *Alorica*, supra, 368 NLRB No. 25, slip op. at 1–2 (finding that an employer unlawfully maintained an arbitration agreement requiring that “‘[a]ll disputes, claims, or controversies . . . shall be resolved exclusively by final and binding arbitration’”).

therefore belongs in *Boeing* Category 3. Accordingly, we find that the Respondent violated Section 8(a)(1) of the Act by maintaining the ADRA.<sup>5</sup>

#### CONCLUSIONS OF LAW

1. The Respondent, Dynamic Nursing Services, Inc., is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent violated Section 8(a)(1) of the Act by maintaining a mandatory arbitration agreement that employees reasonably would believe bars or restricts their right to file charges with the National Labor Relations Board.

#### REMEDY

Having found that the Respondent has engaged in an unfair labor practice, we shall order it to cease and desist and to take certain affirmative action necessary to effectuate the policies of the Act. Specifically, having found that the Respondent unlawfully maintained a mandatory arbitration agreement that employees reasonably would believe bars or restricts their right to file charges with the Board, we shall order the Respondent to rescind or revise the unlawful agreement and to advise its employees in writing that it has done so.

#### ORDER

The National Labor Relations Board orders that the Respondent, Dynamic Nursing Services, Inc., Sherman

<sup>5</sup> The Respondent argues that the ADRA is distinguishable from the arbitration agreement in *Prime Healthcare* and therefore lawful because the ADRA provides that prior to submitting any dispute to arbitration, the parties will attempt to resolve the dispute informally through mediation. However, this is a distinction without a difference, as the ADRA explicitly states that arbitration is the exclusive forum for the resolution of all claims that are not specifically excluded from its scope if the parties' informal attempts at resolution fail. Thus, employees would still reasonably interpret the ADRA to interfere with their right to file charges with the Board. In fact, the Board has previously found arbitration agreements unlawful where they similarly provided that disputes would be resolved exclusively by arbitration if they could not first be resolved through informal means. See, e.g., *Haynes Building Services*, supra, slip op. at 1-3 (finding unlawful an arbitration agreement that stated, "all disputes or complaints that *cannot be resolved within the Company and informally* shall be submitted to obligatory arbitration" (emphasis added)); *Alorica*, supra, slip op. at 1-2 (finding unlawful an arbitration agreement that stated, "any dispute or controversy . . . , which cannot be resolved by use of the Company's internal grievance procedures or by good faith negotiation between the parties, will be resolved by final and binding arbitration" (emphasis added)).

The Respondent also argues that the ADRA is distinguishable from the arbitration agreement in *Prime Healthcare* and therefore lawful because the ADRA expressly excludes from its scope claims related to workers' compensation and unemployment insurance and claims properly pursued in small claims court. That argument lacks merit as well. See, e.g., *Beena Beauty*, supra, slip op. at 2-3 (finding an arbitration agreement unlawful where it specifically excluded only claims for workers' compensation and unemployment benefits).

Oaks, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Maintaining an Alternative Dispute Resolution Agreement that employees reasonably would believe bars or restricts the right of employees to file charges with the National Labor Relations Board.

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

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

(a) Rescind the Alternative Dispute Resolution Agreement in all of its forms, or revise it in all of its forms to make clear to employees that it does not bar or restrict employees' right to file charges with the National Labor Relations Board.

(b) Notify all current and former employees who were required to sign or otherwise became bound to the Alternative Dispute Resolution Agreement in any form that the Alternative Dispute Resolution Agreement has been rescinded or revised and, if revised, provide them a copy of the revised agreement.

(c) Within 14 days after service by the Region, post at its Sherman Oaks, California facility copies of the attached notice marked "Appendix."<sup>6</sup> Copies of the notice, on forms provided by the Regional Director for Region 31, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 15, 2016.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 31 a sworn certification of a responsible official on a form provided by the

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

Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. March 27, 2020

\_\_\_\_\_  
John F. Ring, Chairman

\_\_\_\_\_  
Marvin E. Kaplan, Member

\_\_\_\_\_  
William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

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

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

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT maintain an Alternative Dispute Resolution Agreement that our employees reasonably would believe bars or restricts their right to file charges with the National Labor Relations Board.

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

WE WILL rescind the Alternative Dispute Resolution Agreement in all of its forms, or revise it in all of its forms to make clear that it does not restrict your right to file charges with the National Labor Relations Board.

WE WILL notify all current and former employees who were required to sign or otherwise became bound to the Alternative Dispute Resolution Agreement that the Alternative Dispute Resolution Agreement has been rescinded or revised and, if revised, WE WILL provide them a copy of the revised agreement.

DYNAMIC NURSING SERVICES, INC.

The Board's decision can be found at [www.nlr.gov/case/31-CA-193325](http://www.nlr.gov/case/31-CA-193325) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

