Case Closing Document

The Court entered an Order Enforcing the Board's Order in this matter. Opposing party was provided 14 days to object to the form of the judgment. The 14 day response period set by the Order has expired with no response provided. Consequently, the Court's Order has become the Court's Judgment per the terms of the Order.

The Clerk's Office has indicated that no additional paperwork will be issued by the Court in this case. The Court's Order and Board's submitted proposed Judgment are below along with a PACER docket printout showing that no objection was lodged within the 14 day response period.

If you view the Full Docket you will be charged for 1 Pages $0.10

General Docket
United States Court of Appeals for the Ninth Circuit

Court of Appeals Docket #: 20-71418
NLRB v. Seldat, Inc.
Appeal From: National Labor Relations Board
Fee Status: USA - No Fee Req

Docketed: 05/20/2020
Termed: 01/14/2021

Case Type Information:
1) agency
2) enforcement
3) Los Angeles Central California

Originating Court Information:

District: NLRB-1 : 21-CA-240526
Date Filed: 05/20/2020
Date Decided: 01/29/2020
Date Rec'd COA: 05/20/2020

District: NLRB-1 : 31-CA-240596
Date Filed: 05/20/2020
Date Decided: 01/29/2020
Date Rec'd COA: 05/20/2020

District: NLRB-1 : 31-CA-240598
Date Filed: 05/20/2020
Date Decided: 01/29/2020
Date Rec'd COA: 05/20/2020

District: NLRB-1 : 31-CA-240869
Date Filed: 05/20/2020
Date Decided: 01/29/2020
Date Rec'd COA: 05/20/2020

District: NLRB-1 : 31-CA-240974
Date Filed: 05/20/2020
Date Decided: 01/29/2020
Date Rec'd COA: 05/20/2020

05/20/2020	1	FILED APPLICATION FOR SUMMARY ENTRY OF A JUDGMENT ENFORCING AN ORDER OF THE NLRB. DOCKETED CAUSE AND ENTERED APPEARANCES OF COUNSEL. NOTIFIED RESPONDENTS OF FILING. SEND MQ: No. . . [11696438] (BY) [Entered: 05/20/2020 09:31 AM]
05/20/2020	2	RECEIVED PROPOSED JUDGMENT. [11696441] (BY) [Entered: 05/20/2020 09:34 AM]
05/21/2020	3	Filed (ECF) Petitioner NLRB Mediation Questionnaire. Date of service: 05/21/2020. [11697854] [20-71418] (Habenstreit, David) [Entered: 05/21/2020 11:44 AM]
05/21/2020	4	The Mediation Questionnaire for this case was filed on 05/21/2020. To submit pertinent **confidential** information directly to the Circuit Mediators, please use the following **link**. Confidential submissions may include any information relevant to mediation of the case and settlement potential, including, but not limited to, settlement history, ongoing or potential settlement discussions, non-litigated party related issues, other pending actions, and timing considerations that may impact mediation efforts.[11697946]. [20-71418] (AD) [Entered: 05/21/2020 12:44 PM]
06/01/2020	5	MEDIATION ORDER FILED: By 06/15/2020, counsel to email Circuit Mediator regarding settlement potential. Include Ninth Circuit case number in subject line. This communication will be kept confidential, if requested, and should not be filed with the court. SEE ORDER FOR DETAILS. [11706417] (BLS) [Entered: 06/01/2020 10:13 AM]
06/15/2020	6	MEDIATION ORDER FILED: This case is RELEASED from the Mediation Program. Counsel are requested to contact the Circuit Mediator should circumstances develop that warrant settlement discussions while the appeal is pending. [11722497] (BLS) [Entered: 06/15/2020 04:53 PM]
01/14/2021	7	Filed order (KIM MCLANE WARDLAW, MORGAN B. CHRISTEN and ERIC D. MILLER): The application (Docket Entry No. [1]) of the National Labor Relations Board for enforcement of its January 29, 2020 order is granted. Unless objections as to form are received within fourteen days of the date of this order, the form of judgment submitted at Docket Entry No. [2] will be the judgment of the court. The Clerk will serve the proposed judgment submitted at Docket Entry No. [2] on respondent. [11964239] (AF) [Entered: 01/14/2021 02:41 PM]

PACER Service Center			
Transaction Receipt			
U.S. Court of Appeals for the 9th Circuit - 02/01/2021 07:39:44			
PACER Login:	NLRB2014	**Client Code:**	
Description:	Case Summary	**Search Criteria:**	20-71418
Billable Pages:	1	**Cost:**	0.10

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

JAN 14 2021

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

NATIONAL LABOR RELATIONS BOARD, Petitioner, v. SELDAT, INC., Respondent.	No. 20-71418 NLRB Nos. 21-CA-240526 31-CA-240596 31-CA-240598 31-CA-240869 31-CA-240974 National Labor Relations Board ORDER

Before: WARDLAW, CHRISTEN, and MILLER, Circuit Judges.

The application (Docket Entry No. 1) of the National Labor Relations Board for enforcement of its January 29, 2020 order is granted. Unless objections as to form are received within fourteen days of the date of this order, the form of judgment submitted at Docket Entry No. 2 will be the judgment of the court.

The Clerk will serve the proposed judgment submitted at Docket Entry No. 2 on respondent.

AC/MOATT

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	No.
Petitioner	:	
v.	:	Board Case Nos
	:	21-CA-240526, 31-CA-240596
SELDAT, INC.	:	31-CA-240598, 31-CA-240869
	:	31-CA-240974
Respondent	:	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Seldat, Inc., its officers, agents, successors, and assigns, enforcing its order dated January 29, 2020, in Case Nos. 21-CA-240526, 31-CA-240596, 31-CA-240598, 31-CA-240869, and 31-CA-240974 , reported at 369 NLRB No. 14, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Seldat, Inc., its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).

Endorsed, Judgment Filed and Entered

/s/ Molly Dwyer
Molly Dwyer
Clerk

NATIONAL LABOR RELATIONS BOARD

v.

SELDAT, INC.

ORDER

Seldat, Inc., Compton, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

   (a) Engaging in surveillance of its employees' union or other protected concerted activities.

   (b) Coercively interrogating employees about their union activities, sympathies, or support.

   (c) Laying off employees because the employees engaged in concerted activities with each other for purposes of mutual aid and protection by discussing their terms and conditions of employment and/or because they formed or assisted the Union, and to discourage employees from engaging in these or other concerted or Union activities.

   (d) Unilaterally changing the terms and conditions of employment of its unit employees by reducing employees' wages because they formed or assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities.

   (e) Failing and refusing to recognize and bargain collectively and in good faith with Teamsters Local 63 as the exclusive collective-bargaining representative of employees in the unit. The unit is:

   Included: All full-time and regular part-time drivers employed by the Employer at its facilities currently located at 927 South Santa Fe Avenue, Compton, California and 9421 Transportation Way, Fontana, California.

   Excluded: All other employees, independent contractor drivers who own their own vehicles they operate, office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Act.

   (f) Failing and refusing to recognize and bargain collectively with the Union by failing and refusing to furnish it with requested information

that is relevant and necessary to the Union's performance of its functions as the exclusive collective-bargaining representative of the Respondent's unit employees.

(g) 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) Recognize and, on request, bargain with the Union as the exclusive representative of the employees in the appropriate bargaining unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Rescind the unilateral changes to the terms and conditions of employment of its unit employees, including the reductions to their wages and to their work time, and restore the status quo that previously existed.

(c) Furnish to the Union in a timely manner the information requested on May 13, 2019, as set forth in Exhibit 1.

(d) Within 14 days from the date of this Order, offer the 36 unit employees who were unlawfully laid off, including Chandler, Ricks, Garcia, and Alatorre, full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(e) Make whole the 36 employees who were unlawfully laid off, including Chandler, Ricks, Garcia, and Alatorre, for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.

(f) Make whole unit employees for any loss of earnings and other benefits suffered as a result of the unlawful unilateral reduction of their wages and work time, in the manner set forth in the remedy section of the decision.

(g) Compensate affected unit employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 21, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report

allocating the backpay awards to the appropriate calendar years for each affected unit employee.

(h) Within 14 days from the date of this Order, remove from its files any reference to the unlawful layoffs of the 36 unit employees, including Candler, Ricks, Garcia and Alatorre, and within 3 days thereafter, notify the employees in writing that this has been done and that the layoffs will not be used against them in any way.

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

(j) Within 14 days after service by the Region 21, post at its Compton and Fontana, California facilities copies of the attached notice marked "Appendix" in English and in Spanish. Copies of the notice, on forms provided by the Regional Director for Region 21, 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 in English and Spanish, the 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 facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice in English and Spanish to all current employees and former employees employed by the Respondent at any time since March 8, 2019.

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

EXHIBIT 1

TEAMSTERS
LOCAL UNION NO. 63

Freight, Parcel, Bakery, Dairy, Meat, Poultry and Factory Workers in the Los Angeles Metropolitan Area.

General Truck Drivers, Warehousemen and Helpers in Los Angeles, San Bernardino, Riverside Counties, California.

Agricultural and Related Product Workers in the California Counties of San Diego, Imperial, Orange, Alameda, Los Angeles, San Bernardino, Ventura, Santa Barbara, Kern, San Luis Obispo, Tulare, Kings, Monterey, San Benito, Fresno and Merced.

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May 13, 2019

Aaron Huntt
Vice-President
Seldat, Inc.
927 South Santa Fe Avenue
Compton, CA 90221

Via Email: aaron.huntt@seldatin.com and U.S. Mail

Re: **Bargaining Demand and Information Requests for Negotiations**

Mr. Huntt:

As you know, Teamsters Local Union 63 ("Union" or "Local 63"), affiliated with International Brotherhood of Teamsters, was selected and is certified as representative by the drivers working at or out of the 927 South Santa Fe Avenue, Compton, CA 90221 and 9421 Transportation Way, Fontana, CA 92335 facilities by the April 30, 2019 secret ballot election conducted by the National Labor Relations Board in Case 21-RC-238050. On May 8, 2019 in Case 21-RC-238050, the NLRB certified Local 63 as the exclusive collective bargaining representative of this unit ("bargaining unit" or "unit"). In its Certification Letter stating as much, the NLRB notified Seldat of its obligation to bargain with Local 63 regarding this unit. A copy of this letter was provided to counsel for Seldat and is included here for your records.

Teamsters Local 63 demands that Seldat, Inc. ("Seldat") meet and bargain regarding all mandatory terms and conditions of employment in this bargaining unit. We further request notice and bargaining with regard to any changes and/or modifications of wages, benefits and working conditions of the bargaining unit employees in effect since May 9, 2019. Please contact me to schedule a mutually agreed date, time and location to begin our negotiations meetings.

Teamsters Local 63 demands bargaining regarding all discipline, discharges, or layoffs issued to bargaining unit employees on and after, May 9, 2019. Teamsters Local 63 requests that Seldat supervisors provide notice to Local Union representatives regarding any employee interviews that may lead to discipline contemplated against any bargaining unit employee. These requests are continuing.

Local 63 requests bargaining on the terms upon which Seldat will provide access for authorized representatives of Teamsters Local 63 on the 927 South Santa Fe Avenue, Compton, CA 90221 and 9421 Transportation Way, Fontana, CA 92335 properties where bargaining unit employees are working for the purpose of representing such employees in interviews under the *Weingarten* rule, representation during disciplinary procedures with Seldat supervisors and for otherwise assuring that the current status quo terms and conditions of employment are being observed pending our negotiations for a collective bargaining agreement. We also request bargaining with Seldat with regard to an interim grievance and arbitration procedure so that

disputes regarding employee discipline and other labor disputes may be resolved during our negotiations for a signed collective bargaining agreement.

INFORMATION REQUESTS

The following represents a summary of relevant and necessary data needed to prepare for bargaining a first agreement with Seldat 927 South Santa Fe Avenue, Compton, CA 90221("Compton") and 9421 Transportation Way, Fontana, CA 92335 ("Fontana") facilities. Except where noted, each item relates to IBT Local 63-represented workers. Where the data is not available for the time period or in the format requested, provide them for the next closest comparable period and format. Additional information, updates and supporting data may be requested during negotiations on an as-needed basis.

Please provide the following information as soon as possible. We would appreciate receiving the information in sections as it becomes available rather than waiting for all data to be assembled and then delivered. Please provide this information both on paper and in computer-readable form in Microsoft document compatible format (Word, Excel, etc):

A. LABOR FORCE DATA

(1) Provide the name, home address, and hire date for all bargaining unit employees. Please provide Local Union 63 by the 10th calendar day of each month, beginning June 10, 2019, with an updated listing of this employee contact information on a monthly basis for each future subsequent month. These subsequent monthly reports must identify those employees who have been assigned or newly employed in the bargaining unit positions and those employees who the Employer claims have left such bargaining unit positions since the last report.

(2) All versions of any employment policy and procedures manual covering the bargaining unit employees at all times on and after January 1, 2019 to the date of your response to this request, including any proposed modifications and any memorandums interpreting or applying such policies.

(3) For the bargaining unit driver classification:

a. Indicate the average number of hours worked per month (miles driven were applicable), and the total payroll broken down by regular time, overtime, shift differential and incentive pay or other bonus type compensation for the calendar years 2017, 2018 and the first four months of 2019;

b. Identify the hourly pay rates currently in effect including the number of employees by classification at each rate (Top rate, starting rate, training rate, shift differential, etc.) and by method of pay if other than hourly pay (including but not limited to percent of revenue, parcel delivered, etc.). In addition, please describe the terms and conditions of other forms of compensation and allowances such as layover pay, meal allowance, uniform

allowance (if uniforms are provided, indicate how frequently they are replaced) and any other compensation required to be paid under the California Labor Codes.

c. Please indicate the calendar dates on which any general wage increases or decreases which have become effective since January 1, 2019.

d. Route sheets or other documents evidencing Seldat driver routes for the Fontana and Compton locations, including the frequency those routes were made by Seldat employee drivers, for the period from January 1, 2019 to the current.

e. Polices/procedures/rules regarding the assignment of work to bargaining unit employees.

f. Polices/procedures/rules regarding the assignment of work to non-bargaining unit drivers utilized by Seldat.

g. Identify the number of non-employee drivers (third-party subcontractors/owner-operators) utilized by Seldat in each month in 2019.

h. Identify the average number of routes/loads tendered to non-employee owner-operators (subcontractors) at the Compton and Fontana locations per month, the overall percent of freight revenue generated by owner-operators/subcontractors on a nominal and percentage basis when compared to the bargaining unit for the Compton and Fontana locations for the calendar years 2017, 2018 and the first four months of 2019.

(4) Identify driver(s) whose employment has ended since April 1, 2019, the service dates with Seldat, and the reason for termination (layoff, discharge, retirement, voluntary quit, or other reason). In the case of a discharge based on violation of a written policy, identify what policy was violated resulting in the discharge. In case of a layoff(s) since at least April 1, 2019, please provide the reason(s) and documentation regarding the layoff(s) for each of the employees laid off, including but not limited to:

a. Business forecasting and or economic data supporting necessity of any layoffs made since April 1, 2019.

b. Identify the number of business accounts lost in 2018 and 2019.

c. Revenue and profit data from the Compton and Fontana locations 2018-2019.

d. The name(s) of the staffing agency(ies), owner-operator(s), subcontractor(s), or third-party company(ies) that Seldat has contracted with since January 1, 2019 to perform work that is or has been performed by bargaining unit employees.

e. The number of owner-operator/subcontracted drivers that Seldat has subcontracted with since January 1, 2019 to perform work that is or has been performed by bargaining unit employees, including the positions these subcontracted drivers have held. Please include the where such owner-operator/subcontracted drivers primarily report to or work out of the Fontana or Compton facilities.

(5) Age and Years of Service

a. Indicate Age: Number of employees in each of the following age categories (by Job Classification) as of the week-end payroll period date closest to May 1st 2019:

1. under 25 years old
2. 26-29 years old
3. 30-34 years old
4. 35-39 years old
5. 40-44 years old
6. 45-49 years old
7. 50-54 years old
8. 55-59 years old
9. 60-64 years old
10. 65 years old or older

b. Years of Service: Number of employees in each of the following years-of-service categories (by Classification) as of the week-end payroll period date closest to May 1, 2019:

1. less than 2 years of service;
2. 2 years but less than 5 years;
3. 5-9 years of service;
4. 10 -14 years of service;
5. 15-19 years of service;
6. 20-24 years of service;
7. 25-29 years of service
8. 30 or more years of service.

B. HEALTH AND WELFARE

(6) Please identify what type of health insurance (HMO, PPO, etc) is offered at the Compton and Fontana facilities, and the number of employees who have opted to participate in the company health insurance plan by plan type (medical, dental, vision) and coverage level (employee, employee plus one, and family or other appropriate category).

(7) Please identify the current and projected 2019 and 2020 employee and employer premiums by types of coverage selected (co-pays on a weekly, monthly basis for example).

(8) Please provide the latest available Summary Plan Descriptions for each benefit plan with amendments and the latest Form 5500's covering these represented workers.

(9) Please describe the terms and conditions of any other type of insurance (life, short term disability, etc) offered to represented employees and the cost, if any, associated with those plans for employees.

C. PENSION and RETIREMENT

(10) Please provide the Summary Plan Descriptions describing all features of any retirement or savings plan including eligibility terms and enrollment process, investment options, company match if applicable, vesting schedule, etc.

(11) Please identify the number of employees who participate in each of the company's retirement or savings plans, including, but not limited to average level of their contribution, average balance (nominal amount) in the plan currently, and the number of participants who currently participate at the maximum employer match.

(12) Please describe and provide the latest available Form 5500's and Summary Plan Description for any retirement plan covering these represented workers.

C. HOLIDAYS AND LEAVES

(13) Please indicate which days the company designated as holidays for 2019, 2020, and 2021, and the conditions under which an employee qualifies for holiday pay and how the holiday pay is calculated (i.e. does the employee have to work the last scheduled day before and/or the last scheduled day after the holiday to qualify, if the employee works the holiday, what is he/she paid, etc). Please indicate the number and percent of eligible and available employees who worked each designated holiday over since January 1, 2019.

(14) Identify any approved leave without pay that regular employees currently are eligible for and how an employee qualifies for such benefits including but not limited to: bereavement leave, sick leave, jury duty, maternity leave, etc.

D. VACATION (Paid Time Off)

(15) Please provide the number of vacation/paid-time-off hours each employee currently has earned as of May 1, 2019. Provide a copy of all current vacation/paid-time-off policies, including the policies for qualification for,

earning, use and payment of vacation/paid-time-off hours, and any changes to such policies since January 1, 2019.

E. SAFETY AND HEALTH

(16) Provide the number of drug and alcohol tests performed from January 1, 2019 to present for random, reasonable suspicion, and post-accident testing. Include the number of positive tests during that period, identifying the five most common reasons for a positive test on a percentage basis.

(17) Provide a copy of each form in use by Seldat at the Compton and Fontana locations for chain of custody, consent to testing and drug use, aftercare agreements and any other form signed by workers regarding DOT examinations or FMLA leave.

(18) Disclose whether the Compton and Fontana locations are scheduled for natural gas and or ethanol applications or other experimental fueling alternatives other than gas or diesel facilities.

(19) For 2017, 2018 and 2019 through 5/1/2019, identify the number of applications filed for FMLA leave and the average duration of leave taken.

(20) For 2017, 2018 and 2019 through 5/1/2019, provide the number of serious on-the-job accidents and injuries, including fatalities, involving bargaining unit workers and facilities.

(21) Identify whether the Compton and Fontana locations are participating in OSHA cooperative compliance programs.

(22) Please provide all company documents relevant to Seldat drug and alcohol policy and drug testing program.

(23) Please describe how Seldat has implemented or is preparing for the implementation of FMCSA's Comprehensive Safety Analysis program at the Compton and Fontana locations and any driver scoring or evaluation metrics being designed that can assign 'points' or grades to drivers that could affect the carrier's rating.

(24) Please provide current copies of the following documents:

OSHA Written Programs, such as:

a. Hazard Communication (CFR §1910.1200);

b. Hazardous Waste Operations and Emergency Response (CFR §1910.120);

c. Personal Protective Equipment (CFR §1910.132);

d. Powered Industrial Trucks (CFR §1910.178);

e. OSHA 300 Log Summaries (For the past 3 years in database or spreadsheet format);

f. Lost Work Day Injury Illness Rate (LWDII) (For the Service Center and company-wide); and

g. Total hours worked for all employees (For the Service Center and company-wide);

All Company-Specific Programs, both written and on video, such as:

a. Behavior Based Safety Programs, including Training Guides; and

b. Safety Incentive Programs.

F. OTHER

(25) Please provide a copy of all Seldat written communications regarding wage and benefit issues that were sent to bargaining unit employees since January 1, 2019.

(26) Please describe the in-cab technology that drivers are exposed to including all on-board safety systems, GPS devices, on-board computers, and black boxes (EOBRs) and if such technology is used to support employee discipline. Please describe the number of occasions and types and reason for such discipline since January 1, 2019 and if any company policies or programs exist concerning the use of data generated by such devices. In addition, please describe any digital surveillance, video-monitoring, or recording technology used by Seldat to record, monitor, and/or surveil members of the bargaining unit on the Fontana and Compton locations.

(27) Please provide a copy of the Form M Annual Report required to be filed annually at FMCSA, USDOT for 2017 through 2019.

If you have any questions regarding these requests, please do not hesitate to contact me at the office address above, at my email address: rickellison@local63.net or my mobile number: (626) 625-7105.

Sincerely,

Rick Ellison

Rick Ellison
Business Representative
Teamsters Local No. 63

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 coercively interrogate you about your union activities, sympathies, or support.

WE WILL NOT engage in surveillance of your union or other protected concerted activities.

WE WILL NOT lay you off because you have engaged in protected concerted activities, such as discussing the company's pay scale for the purposes of employees' mutual aid and protection or because you joined or supported Teamsters Local 63 (the Union) or any other labor organization.

WE WILL NOT unilaterally change your terms and conditions of employment, including making changes to your wages and work time, because you have engaged in protected concerted activities or because you joined or supported the Union or any other labor organization.

WE WILL NOT fail and refuse to bargain with the Union as the exclusive collective-bargaining representative of our employees in the unit. The bargaining unit is:

Included: All full-time and regular part-time drivers employed by the Employer at its facilities currently located at 927 South Santa Fe Avenue, Compton, California and 9421 Transportation Way, Fontana, California.

Excluded: All other employees, independent contractor drivers who own their own vehicles they operate, office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Act.

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

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

WE WILL, on request, bargain with the Union as your exclusive collective-bargaining representative concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL furnish to the Union in a timely manner the information it requested on May 13, 2019.

WE WILL rescind the unilateral changes to your terms and conditions of employment, including the reductions to your wages and work time, and restore the status quo that previously existed.

WE WILL, within 14 days from the date of this Order, offer the 36 employees we unlawfully laid off full reinstatement to their former jobs or, if those jobs no longer exist, to a substantially equivalent position, without prejudice to their seniority or any other rights or privileges they previously enjoyed.

WE WILL make whole the 36 employees who we unlawfully laid off, including Tyson Jay Chandler, Donald Dupreist Ricks, Steven M. Garcia, and Mark Ruben Alatorre, for any loss of earnings and other benefits resulting from our unlawful conduct, less any net earnings, plus interest, plus reasonable search-for-work and interim employment expenses.

WE WILL make employees whole for any loss of earnings and other benefits suffered as a result of our unlawful unilateral reduction of their wages and work time.

WE WILL compensate affected employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 21, within 21 days of the date the amount of backpay is fixed,

either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each affected unit employee.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful layoff of 36 employees, including Tyson Jay Chandler, Donald Dupreist Ricks, Steven M. Garcia, and Mark Ruben Alatorre, and WE WILL, within 3 days thereafter, notify the employees in writing that this has been done and that the layoffs will not be used against them in any way.

SELDAT, INC.

The Board's decision can be found at www.nlrb.gov/case/21-CA-240526 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.

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