STATEMENT OF THE CASE

Dickie Montemayor, Administrative Law Judge. This case was tried before me on January 10–11, 2022, via the Zoom for Government videoconferencing platform. Charging Party filed a charge on May 10, 2021. A complaint was issued on October 6, 2021. The complaint alleged violations by Grill Concepts Services Inc. d/b/a The Daily (the Respondent) of Section 8(a)(5) and (1) of the National Labor Relations Act, as amended (the Act). Respondent filed an answer to the complaint denying that it violated the Act. The parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, and to file briefs which were received on February 15, 2022. I carefully observed the demeanor of the witnesses as they testified, and I rely on those observations in making credibility determinations. I have studied the whole record, the posttrial briefs, and the authorities cited. Based on the detailed findings and analysis below, I conclude and find the Respondent violated the Act essentially as alleged in the complaint. ¹

¹ Although I have included citations to the record to highlight particular testimony or exhibits, my findings and conclusions are not based solely on those specific record citations, but rather on my review and consideration of the entire record for this case. My findings of fact encompass the credible testimony and evidence presented at trial, as well as logical inferences drawn therefrom.
FINDINGS OF FACT

I. JURISDICTION

The complaint alleges, and I find that

1. (a) At all material times, Respondent has been a corporation with an office and place of business in Los Angeles, California, where it is engaged in the nationwide operation of restaurants.

(b) In conducting its operations during the 12-month period ending September 14, 2021, Respondent derived gross revenues in excess of $500,000.

(c) Respondent purchased and received at its California locations goods and services valued in excess of $5000 directly from points outside the State of California.

(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.

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

(f) At all material times, Respondent’s counsel and chief negotiator has been an agent of Respondent within the meaning of Section 2(13) of the Act.

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

INCLUDED: All non-supervisory employees employed by Grill Concepts Services, Inc., d/b/a The Daily Grill at its restaurant located at 5410 West Century Boulevard, Los Angeles, CA 90045.

EXCLUDED: All managers, office clerical employees and guards, professional employees, and supervisors as defined in the Act.

(b) On July 24, 2019, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

(c) At all times since July 24, 2019, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Factual Background

Many of the facts in this case are undisputed. After Board certification the union reached out the company to initiate bargaining. This occurred on July 24, 2019. It wasn’t until August 5, 2019, that the union was informed that a new firm represented the company. The first bargaining sessions were held November 12, and 13. Approximately 2 weeks prior to the first meeting (on
October 29, 2019), the Union Counsel Blasi sent Respondent its first set of noneconomic proposals which were patterned after another CBA which covered other Westin employees. (GC Exh. 8.) Respondent did not provide any proposals prior to the first meeting.

At the first meeting, the Company’s representation was led by Chief Negotiator David Campbell, the union’s representation was led by Chief Negotiator Karine Mansoorian. At the start of the meeting, Respondent provided a set of 11 noneconomic proposals. (GC Exh. 12.) The meetings lasted approximately 5 hours during which the noneconomic proposals of each party were discussed. During these first meetings Respondent agreed to only one part of the union’s proposal. A proposal that merely mirrored California overtime law. (GC Exh. 29.) At the end of these sessions the Union requested bargaining dates. Based on the Respondent’s representations of unavailability, the parties agreed to schedule bargaining sessions for February 4 and 5, 2020. By request of Respondent these dates were delayed to February 26, and 27, 2021, some 10 weeks after the initial sessions. (GC Exh. 13.)

Prior to the February 26–27, 2021, sessions the Union submitted 11 additional proposals. (GC Exh. 14.) These meetings lasted approximately 5 hours each day. The parties discussed the union proposals but did not reach any agreement on any items. At this meeting, Campbell advised Mansoorian that he didn’t want to reach any partial tentative agreements. (Tr. 57.) At the conclusion of the meeting the union requested future dates for bargaining, but none were set.

On March 4, 2020, the parties had a brief phone call that lasted approximately 30 minutes. Prior to the call the union submitted proposals. (GC Exh. 15.) There were no agreements reached on any topic and the Respondent did not present any proposals during the meeting. (Tr. 62.) At the end of the call Mansoorian requested bargaining dates.

On March 11, 2020, Mansoorian sent an email to Campbell requesting bargaining dates. Campbell responded that he would send “an email setting forth our plan later today” but failed to do so. (GC Exh. 16.) On April 4, 2020, Mansoorian again emailed Campbell a new union proposal despite not having heard back from him. The proposal concerned the process for the layoff and recall of employees related to the COVID-19 pandemic. Campbell responded with a single sentence email which stated, “I will run it by the client.” (GC Exh. 17.)

On April 23, 2020, Mansoorian after having received no response to the April 4, 2020, email again emailed Campbell asking, “when are we expected to hear from you?” (GC Exh. 18). On May 14, 202(?) Mansoorian again emailed Campbell regarding the previously submitted recall proposal. Her email stated, “[t]he union sent you a proposal regarding recall, I’ve followed up with you and you have not responded, we need a response from you on that issue. Also, we are asking for dates to resume bargaining for Daily Grill, we could do it by phone or zoom whichever is more convenient, please send us dates soon.” (GC Exh. 19.)

Campbell did not respond until May 23, 2020. In his response he stated in part, “why don’t we set up a call to talk this coming week.” (GC Exh. 19.) He did not set up a call the next week and on June 1, 2021, Mansoorian emailed him stating, “I haven’t heard back from you regarding dates, can you do Monday the 8th, anytime from 11 a.m. to 3 p.m. pst or Thursday anytime from 11 a.m. pst on, and Friday from noon pst on. Please let me know which one works for you, hopefully we can resolve our issues.” (GC Exh. 19.) Campbell agreed to meet by phone
on June 8, 2021. The call lasted approximately 15 minutes. The conversation centered generally around the issue of staffing and the potential recall of employees. No agreement was reached regarding any topic.

On June 16, 2020, Mansoorian contacted Campbell to express her concerns about the company unilaterally terminating employees without any union notification and requested information regarding such. In her email she stated, “[t]he Union was informed by some of our members at Daily Grill that the restaurant sent them a letter stating that their position has been eliminated and they have been laid off. We are shocked that the restaurant didn’t communicate with the Union, the employees’ representative, and chose to direct deal with workers and proceed unilaterally to terminate them. Please send us a complete list of all employees to whom the Company has sent the same or similar communications, including the employees’ classification and date of hire, and a copy of the letter sent to each employee. If you have sent communications conveying a different message to employees please provide us with copies of those communications, as well. We ask that you reverse this action until we have a chance to negotiate. Awaiting your timely response.” (GC Exh. 20.) Campbell responded, “I told you on our call that the restaurant would be reopening with a much smaller staff and that the employees selected for reopening had already been made by the Company. You informed me that you understood that the restaurant would have to have a reduced staff due to Covid. I am not certain why these member communications would be a surprise.” (GC Exh. 20.)

On June 19, 2020, another call was held. Prior to the call the union sent a set of proposals. The call lasted approximately an hour. Mansoorian reiterated her concerns raised in her June 16, 2020 email. Mansoorian shifted the conversations to discuss the Union’s bargaining proposals. Campbell indicted that Respondent didn’t have any proposals and was interested in only having “a general conversation.” (Tr. 80.) Mansoorian requested that the employer provide a staffing plan and tender a proposal. The Company did not provide a staffing plan nor make any proposal. In fact, the company did not present any proposals or counter proposals nor was any agreement reached on any subject. At the conclusion of this meeting the union asked to set bargaining dates, but none were set.

On June 25, 2020, the Union sent a request for information on the status of each employee requesting information regarding which employees were sent termination notices and copies of the notices. (GC Exh. 22.) On July 6, 2020, Campbell responded with information regarding which employees were terminated. (U. Exh. 2A, B, C.)

On July 24, 2020, Mansoorian requested dates to resume bargaining. (GC Exh. 23.) On September 4, 2020, she again requested dates. (GC Exh. 36.) On October 2, 2020, she sent another request which stated, “I am following up about scheduling a call, please send us your availability, we have been prepared for weeks. Please get back to us soon.” (GC Exh. 37.) She sent similar requests on October 24, 2020, November 17, 2020. (GC Exh. 24, 25.) After nearly 6 months Campbell finally responded on November 19, 2020, offering to meet on Friday December 11, 202(?) at 11 a.m. Campbell later indicated his desire to move the time of the meeting to 4 p.m. At this meeting Campbell began the meeting by proclaiming that, “Cesar is not ready to negotiate.” (GC Exh. 34.) During the 30-minute Zoom video meeting Respondent presented no proposals or counter proposals and didn’t allow the union to present any proposals.
or counterproposals. No agreements were reached on any subject and the union requested bargaining dates.

The parties met again on January 13, 2021. Prior to this meeting the union sent 10 new bargaining proposals. (GC Exh. 27.) At the January 13, 2021, call Campbell started out by suggesting that the parties continue their discussions in 60 days given the changes the restaurant was undergoing due to COVID-19. Mansoorian attempted to engage Respondent in discussions that COVID-19 would not impact such as grievance procedures and shop stewards. At one point in the discussions a seemingly frustrated Mansoorian stated, “you have dragged this out. You refuse to meet with us. And then when we meet you are saying we don't even talk about it. You are not even interested in hearing our proposals.” (GC Exh. 35.) At one point in the conversation Campbell stated, “[w]e just don't know enough today to negotiate a contract. We don't want to get into bargaining and proposals.” (GC Exh. 35.) Mansoorian in response stated, “It sounds like you are refusing to even consider our proposals. That is all it's going to cost you is half hour of our time. I've never seen a situation like this.” (GC Exh. 35.) Campbell proposed new dates of March 8 of 15, 2021, to continue the discussions. Union Counsel Blasi responded, “[w]e have 160 employers. You are the only employer taking the position that there is no subject of bargaining you are willing to discuss, even if we are essentially accepting your proposals.” (GC Exh. 35.) The call was concluded in approximately 30 minutes.

On February 19, March 4, 12, and 18, 2021, the union attempted to schedule bargaining dates. The only response received to any of the requests was a March 4 response from Campbell which stated that he was “working on available dates.” (GC Exh. 28.) On April 30, 2021, Blasi again wrote Campbell this email stated, “I write yet again to request that Grill Concepts provide dates to bargain. As you know, I wrote to you previously on February 19, March 4, March 12, and March 18 and yet you have still offered no dates to meet and ignored my last two follow-up emails. This was after the Company refused to discuss any bargaining proposals at our last two meetings in December 2020 and January 2021. The Company's approach reflects brazen disregard for its legal obligation to engage in good faith bargaining with the Union.” (GC Exh. 28.) On May 10, 2021, after receiving no response to its emails the charge was filed. There were no subsequent communications between Respondent and the union from April 30, 2021, to the time of the issuance of the complaint. (Tr. 109.)

Analysis

Section 8(d) of the Act defines the duty to bargain collectively as “the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment . . . but such obligation does not compel either party to agree to a proposal or require the making of a concession.” Good-faith bargaining “presupposes a desire to reach ultimate agreement, to enter into a collective bargaining contract.” NLRB v. Insurance Agents’ Union, 361 U.S. 477, 485 (1960).

In determining whether a party has violated its statutory duty to bargain in good faith, the Board examines the totality of the party’s conduct, both at and away from the bargaining table. See, e.g., Overnite Transportation Co., 296 NLRB 669, 671 (1989), enf’d. 938 F.2d 815 (7th Cir. 1991); Atlanta Hilton & Tower, 271 NLRB 1600, 1603 (1984). From the context of an employer’s
total conduct, it must be decided whether the employer is engaging in hard but lawful bargaining to achieve a contract that it considers desirable or is unlawfully endeavoring to frustrate the possibility of arriving at any agreement. Under the NLRA neither the Board nor the courts may compel concessions or otherwise sit in judgment upon the substantive terms of collective-bargaining agreements. *NLRB v. American National Insurance Co.*, 343 U.S. 395, 403–404 (1952). However, “[e]nforcement of the obligation to bargain collectively is crucial to the [NLRA] statutory scheme.” Id., at 402. See *Public Service Company of Oklahoma*, 334 NLRB 487 (2001).

Any objective review of the evidence in this case leads to the inescapable conclusion that Respondent violated its duty to bargain in good faith. The facts established that Respondent provided dates 10 weeks into the future, cancelled dates, delayed meeting for 25 weeks, ignored bargaining requests, and failed to schedule meetings despite six separate requests from the union. The delays themselves (including the 25-week delay) are sufficient in themselves to establish a violation. See *Fruehauf Trailer Services*, 335 NLRB 393, 393 (2001), wherein the Board predicated its finding of a violation on a 3 month delay.

When respondent did agree to meet, at least five of the sessions were short conference calls that lasted in total 2 hours and 45 minutes. The Board has on many occasions reiterated that an employer must make “expeditious and prompt arrangements” to meet and confer, *Professional Transportation, Inc.*, 362 NLRB 534, 540 (2015), quoting *J.H. Rutter-Rex Mfg. Co.*, 86 NLRB 470, 506 (1949), and to do so with the same “degree of diligence” that the employer would display in other “important business matters,” *Quality Motels of Colorado*, 189 NLRB 332, 336–337 (1971) (quoting *J. H. Rutter-Rex*, supra), enfd. 462 F.2d 1375 (10th Cir. 1972); see also *Fruehauf Trailer Services*, 335 NLRB 393, 403 (2001).

Nothing in the record suggests that Respondent exercised the diligence required of an “important business matter.” During the 16-month period from November 13, 2019, until the charge was filed, Respondent took part in 9 sessions, 5 of which lasted no longer than an hour for a total of 12 hours and 45 minutes. For the period from February 27, 2020, through the filing of the charge on May 10, 2021, Respondent met for a mere 2 hours and 45 minutes. In *Calex Corp*, 322 NLRB 977 (1997), the Board held that 20 sessions in a 15-month period was insufficient to meet a Respondent’s obligations. In *Garden Ridge Management, Inc.*, 347 NLRB 131 (2006), the Board held that meeting for only 20 bargaining sessions over an 11 month period violated the Act. The number of scheduled sessions in this case falls below the baseline standards articulated by the Board. See also *Bryant & Stratton Business Institute*, 321 NLRB 1007, 1042 (1996) (finding that employer failed to meet at reasonable times where it would only bargain approximately 1 day per month, limited the time available for bargaining by insisting on meeting in the late afternoon and then leaving early to catch a flight, and was generally reluctant to schedule multiple bargaining dates in advance), enfd. 140 F.3d 169 (2d Cir. 1998).

Aside from the dilatory tactics, Respondent’s conduct during the limited number of sessions revealed a lack of severe intent to reach an agreement during the sessions. Respondent tendered only a single set of proposals during the entire time frame. Even though the union on seven occasions submitted proposals and repeatedly expressed a clear willingness to engage in good faith, Respondent repeatedly failed to make any counter proposals. The only item that the parties were able to come to agreement was a single provision which merely restated California overtime law requiring employees to be paid overtime if they work over 40 hours in a week.
Surface bargaining is defined as ‘going through the motions of negotiating’ without any real intent to reach an agreement.” K–Mart Corp. v. NLRB, 626 F.2d 704, 706 (9th Cir.1980). Respondent’s conduct meets the very definition of surface bargaining. The totality of the evidence and the pattern of conduct establishes that the employer’s actions lacked any real intent to reach agreement and instead were calculated to stall and thwart the entire process of reaching an agreement with the employees chosen representative. Respondent’s continued refusal to engage and make counter proposals makes clear it was guided by bad faith in an effort to frustrate the bargaining process and to force the Union to waste time and resources. See Noah’s Ark Processors, LLC, 370 NLRB No. 74 (2021).

Respondent also violated its duty under Section 8(d) when it simply refused to meet and bargain despite its obligation to do so. Since December 11, 2021, after a 6-month delay, it clearly indicated its unwillingness to discuss any proposals. This unwillingness was again reiterated on January 13, 2021, and later by refusing to even acknowledge the Union’s repeated requests for dates. This conduct of outright refusal to bargain is tantamount to a refusal to recognize the lawful representative of the employees and standing alone is unlawful. Siemen’s Building Technologies, Inc., 345 NLRB 1108 (2005).

Respondent’s Affirmative Defenses

1) The Timeliness of the Complaint

Respondent asserts that the complaint was not timely filed under 29 U.S.C Section 10(b) which mandates that “no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge.” Respondent asserts that November 19, 2019, should be the date attributed to the allegations and therefore the complaint was untimely filed. While it is true that considering the totality of the evidence, the Company’s bad faith dates back to November 19, 2019, as evidenced by its continued pattern of dilatory tactics and bad faith negotiation, it does not necessarily follow that this renders the complaint time barred. The reason for this is simple. The failure to bargain in bad faith was not a single discreet incident but rather a pattern of conduct which occurred over time. The burden of establishing that a party has “clear and unequivocal notice” and thus the starting of the time clock is on the Respondent. Allied Production Workers Local 12, 337 NLRB 16 (2001). Respondent failed to meet this burden to show that the Union had notice outside the time period. The evidence of record established that it was only after repeated attempts to schedule, refusal by Respondent to even acknowledge communications, and outright refusal to bargain that the Union had “clear” and “unequivocal notice.” (GC. Exh. 28.) This was well within the 10(b) period. The complaint was therefore timely filed.

2) The Loss of Majority Support

Respondent asserts that the complaint must be dismissed because while the complaint was pending the Union lost majority support. Given the findings discussed above such a dismissal would afford Respondent the opportunity to benefit from failing to adhere to its statutory obligation. Respondent’s position ignores the fact that a certified union enjoys an irrebuttable presumption and must be recognized for a full year and that in cases such
as this where the employer fails to bargain in good faith that year period is tolled until the employer begins to bargain in good faith. *Virginia Mason Medical Center*, 558 F.3d 891, 895(9th Cir. 2009). *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962). In view of Respondent’s unlawful conduct, it is precluded from establishing loss of majority support.

3) Respondent’s Other Affirmative Defenses

Respondent raised other affirmative defenses which from a review of Respondent’s brief appear to have been abandoned including failure to state a claim upon which relief can be granted; waiver; estoppel; ratification; acquiescence; accord; satisfaction; unclean hands; remedies sought in the complaint are contrary to Board authority and to the Section 7 rights of the employees in question; the Union withdrew from the unit; and the remedy sought in the complaint is contrary to the Board’s powers granted by the Act. Absent abandonment there is simply no evidence in the record which would support the defenses or stated differently each of these affirmative defenses lacks the legal or factual evidentiary basis to support any finding in favor of Respondent.

Similarly, an affirmative defense related to Respondent’s bankruptcy filing or the Covid-19 pandemic lack merit. As for the bankruptcy claim, it is well established that the filing of bankruptcy does not relieve an employer of its obligations under the NLRA. *NLRB v. Bildisco and Bildisco*, 465 U.S. 513 (1984).

To the extent that Respondent suggests that COVID-19 governmental restrictions amount to an affirmative defense to the performance of its statutory obligations I am not persuaded. Any analysis of a putative COVID-19 “affirmative defense” must be examined against the backdrop of the fundamental public policy underpinnings of the Act. The NLRA provides that it is “the policy of the United States,” to “encourag[e] the practice and procedure of collective bargaining.” Section 1, 29 U.S.C. Section 151. The occurrence of COVID-19 does not negate the stated policy of the Act. Nor has the Board issued any decision which stands for the proposition that the occurrence of COVID-19 relieves an employer of any of its duties under the Act. It should be noted that there is no state or federal COVID-19 guideline that precluded bargaining. It should also be noted that Respondent’s dilatory tactics and bad-faith bargaining posture took place before during and after state and federal restrictions took place. The unrebuted evidence of record is that the union was actively engaged in bargaining with other employers during this very same period. Given the stated policy set forth directly in the Act and the lack of any clear and direct Board authority to support casting aside the policy, there is simply no legal rationale to support the invention of an affirmative defense relating to this issue. To do so would directly interfere with Act’s protections at a time when those very protections and policy considerations are most relevant and needed. While the Board has held that in some circumstances an employer in an emergency may unilaterally take actions. See *Sea Port Printing Ad & Specialties, Inc.*, 351 NLRB 1269 (2007), the Board has not held that during the Covid-19 pandemic an employer may refuse to meet at reasonable times and confer good faith, engage in dilatory tactics, surface bargaining, and
flat out refuse to bargain. I therefore find that the affirmative defenses presented are without merit.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union, Unite Here Local 11, is a labor organization within the meaning of Section 2(5) of the Act.

3. The Union has been the exclusive representative for the purposes of collective bargaining of the employees in the following bargaining unit pursuant to 9(a) of the Act:

   All non-supervisory employees employed by Grill Concepts Services, Inc., d/b/a The Daily Grill at its restaurant located at 5410 West Century Boulevard, Los Angeles, CA 90045.

4. By failing to meet at reasonable times and confer in good faith, engaging in delay tactics, restricting the time available to bargain, engaging in surface and bad faith bargaining and refusing to bargain with the Union as the exclusive representative for the purposes of collective bargaining of the bargaining unit employees the Respondent violated Section 8(a)(5) and (1) of the Act.

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

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended Order

Having found Respondent has engaged in certain unfair labor practices, I find Respondent must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act:

1. Cease and desist from

   a) Failing and refusing to bargain in good faith with Unite Here Local 11, as the exclusive certified bargaining representative of unit employees.

   b) Failing and refusing to meet at reasonable times for bargaining with Unite Here Local 11.

3 If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.
c) Failing and refusing to respond to bargaining proposals offered to it by Unite Here Local 11.

d) The Company’s bad faith conduct, and dilatory tactics also warrant issuance of a broad cease and desist order. See Hickmott Foods, Inc., 242 NLRB 1357, 1357 (1979) (broad order warranted where respondent’s “egregious or widespread misconduct” demonstrated “a general disregard for the employees’ fundamental statutory rights.”

e) In any like or related manner failing and refusing to bargain collectively and in good faith with Unite here Local 11.

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

a) Respondent shall meet with the Union on request and bargain in good faith concerning the terms and conditions of employment of the bargaining unit employees and, if an agreement is reached, embody such agreement in a signed contract.

b) The Company’s violations also warrant an affirmative bargaining schedule requiring the Respondent to bargain with the Union on request for a minimum of 24 hours per month for at least 6 hours per bargaining session, or on an alternative schedule to which the Union agrees. See, e.g., UPS Supply Chain Solutions, Inc., 366 NLRB No. 111, slip op. at 4 (2018). Respondent shall also be required to submit written bargaining progress reports every 30 days to the compliance officer for Region 31 and to serve copies on the Union.

c) Respondent shall read the attached notice aloud to employees at the West Century Blvd. Los Angeles California facility. This is an “effective but moderate way to let in a warming wind of information and, more important, reassurance” to the bargaining unit employees that their rights under the Act will not be violated in the future.” International Shipping Agency, Inc., 369 NLRB No. 79, slip op. at 8 (2020) (quoting J.P. Stevens & Co. v. NLRB, 417 F.2d 533, 540 (5th Cir. 1969)). Respondent shall hold a meeting or meetings during working hours at its Los Angeles California facility, scheduled to ensure the widest possible attendance of employees, at which the remedial notice is to be read to employees by a high-ranking manager in the presence of a Board agent and a union representative if the Region or the Union so desires, or, at the Respondent’s option, by a Board agent in the presence of management and, if the Union so desires, a union representative. A union representative shall be afforded the opportunity to make an audio-visual recording of the notice reading. See, e.g., Ozburn-Hessey Logistics, LLC, 366 NLRB No. 177 (2018), affd. in relevant part 803 Fed.Appx. 876 (6th Cir. 2020).

d) Respondent shall post at its Los Angeles, California facility copies of the attached notice marked “Appendix.” 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 November 12, 2019.

e) Respondent’s persistent unlawful conduct since November 19, 2019, warrants a full
12-month extension of the certification year from the date good faith bargaining begins.
year is warranted where employer commits unfair labor practices during the initial
certification year).

f) By deliberately engaging in dilatory conduct, surface bargaining and refusal to bargain,
Respondent’s actions directly caused the Union to waste resources in futile bargaining.
Accordingly in order to make the union whole and ensure a return to the status quo at
the bargaining table the Respondent shall reimburse the Union for expenses it incurred
from November 19, 2019, until good-faith bargaining resumes. Such expenses may
include, all reasonable expenses including but not limited to reasonable salaries, travel
expenses, and perdiems. See *J.P. Stevens & Co.*, 239 NLRB 738 (1978), remanded on

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

Dated, Washington, D.C. March 15, 2022

Dickie Montemayor
Administrative Law Judge
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** fail and refuse to meet with the Unite Here Local 11 (the Union) at reasonable times for bargaining.

**WE WILL NOT** refuse to meet regularly with Unite Here Local 11 for collective-bargaining negotiations.

**WE WILL NOT** fail and refuse to bargain in good faith with the Union as the exclusive collective-bargaining representative of our employees in the bargaining unit.

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

**WE WILL** on request, bargain with the Union in good faith as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

Such bargaining sessions shall be held for a minimum of 24 hours per month for at least 6 hours per bargaining session or, in the alternative, on another schedule to which the Union agrees, and we will submit written bargaining progress reports every 30 days to the compliance officer for Region 31, serving copies thereof on the Union. The certification year shall extend 12 months from the date we begin to bargain in good faith.

**WE WILL** within 14 days reimburse the union for bargaining expenses incurred as a result of our violations of the Act.
Grill Concepts Services, Inc., d/b/a The Daily Grill
(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.nlrb.gov

1150 West Olympic Boulevard, Suite 600 Los Angeles, CA 90064-1824
(310) 235-7352, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge’s decision can be found at www.nlrb.gov/case/31-CA-276950 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.

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, (310) 307-7342.