

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		31-CB-252726	12/2/2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name CWA Local 9400		b. Union Representative to Contact Maurice Washington, Local 9400 President	
c. Address 7844 Rosecrans Ave. Paramount, CA 90723		d. Tel. No. (562) 259-9400	e. Cell No.
		f. Fax No.	g. e-Mail President9400@cwag9400.com
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since at least (b) (6), (b) (7)(C) 2019, the above-named labor organization has failed and refused to represent (b) (6), (b) (7)(C) by conduct including failing and refusing to pursue (b) (6), (b) (7)(C) grievance, for reasons which are arbitrary, discriminatory, and in bad faith.			
3. Name of Employer San Manuel Indian Bingo and Casino		4a. Tel. No. 909-863-2270 x 604474	4b. Cell No.
		4c. Fax No.	4d. e-Mail alopez01@sanmanuel.com
5. Location of Plant involved (street, city, state, and ZIP code) 777 San Manuel Blvd Highland, CA 92346		6. Employer representative to contact Alondra Lopez, Employee Relations Specialist	
7. Type of Establishment (factory, mine, wholesaler) Casino	8. Principal product or service entertainment		9. Number of Workers employed
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. none	11b. Cell No. (b) (6), (b) (7)(C)
		11c. Fax No. none	11d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)		(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	
(signature or representative or person making charge)		Print/type name and title or office, if any	
Address: (b) (6), (b) (7)(C)		Date: 12/02/2019	Tel No. none
			Cell No. (b) (6), (b) (7)(C)
			Fax No. none
			e-Mail (b) (6), (b) (7)(C)

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

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. (b) (6), (b) (7)(C)

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		31-CB-252839	12/3/2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name California Nurses Association/National Nurses United	b. Union Representative to Contact (b) (6), (b) (7)(C)		
c. Address 225 West Broadway Street, #500, Glendale, CA 94612	d. Tel. No. (818)240-1900	e.e. Cell No.	
	f. Fax No.	g. e-Mail (b) (6), (b) (7)(C)	
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) 1, of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
Within the last six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by delaying the grievance of (b) (6), (b) (7)(C) for arbitrarily or discriminatory reasons or in bad faith. In addition, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) has mocked (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) removed (b) (6), (b) (7)(C) as a (b) (6), (b) (7)(C) and has accused (b) (6), (b) (7)(C) of trying to get (b) (6), (b) (7)(C) fired.			
3. Name of Employer Kaiser Permanente Los Angeles Medical Center		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) 1515 N. Vermont Avenue, 2nd Floor, Los Angeles, CA 90027		6. Employer representative to contact Richard Rosas Director Labor Relations.	
7. Type of Establishment (factory, mine, wholesaler) Medical Services	8. Principal product or service Medical Services	9. Number of Workers employed 300	
10. Full name of party filing charge (b) (6), (b) (7)(C)	11a. Tel. No.	11b. Cell No. (b) (6), (b) (7)(C)	
	11c. Fax No.	11d e-Mail (b) (6), (b) (7)(C)	
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: (b) (6), (b) (7)(C)		Tel No.	
(signature of party making charge)	(b) (6), (b) (7)(C)	Print/type name and title or office, if any	
Address: (b) (6), (b) (7)(C)	Date: 12-3-19	Cell No. (b) (6), (b) (7)(C)	
		Fax No.	
		e-Mail (b) (6), (b) (7)(C)	

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UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Case	Date filed
		31-CB-252879	12/4/2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Teamsters Local 630	b. Union Representative to Contact Lou Villalvazo, Secretary Treasurer		
c. Address 750 S Stanford Ave. Los Angeles, CA 90021	d. Tel. No. 213-627-2178	e. Cell No.	
	f. Fax No. 213-627-0846	g. e-Mail local630@teamsters630.org	
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) 1(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
Within the previous six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to provide information and assistance to the Charging Party for arbitrary or discriminatory reasons or in bad faith.			
3. Name of Employer Unified Grocers Inc. and UNFI		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) Unified Grocers (former owner): 3626 11 th Avenue, Los Angeles, CA 90018 UNFI (current owner): 5200 Sheila Street, Commerce, CA 90040		6. Employer representative to contact Diana Piercy, Human Resources	
7. Type of Establishment (factory, mine, wholesaler) Wholesale Grocer	8. Principal product or service Grocer		9. Number of Workers employed
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	11b. Cell No.
		11c. Fax No.	11d e-Mail
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Tel No. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	
(sign)	(b) (6), (b) (7)(C)	Cell No. (b) (6), (b) (7)(C)	
Address: (b) (6), (b) (7)(C)		Date: 11-30-2019	Fax No.
			e-Mail

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

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UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Case 31-CB-253129	Date filed 12/6/2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name SEIU-UHW		b. Union Representative to Contact Kim Martin Union Representative	
c. Address 5480 Ferguson Drive, Los Angeles, CA 90022		d. Tel. No.	e.e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
Since about a time within the last six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process and arbitrate the grievances of (b) (6), (b) (7)(C) regarding discipline, harassment by a supervisor and contractual seniority and overtime violations for arbitrary or discriminatory reasons or in bad faith. The Union has also been failing to inform (b) (6), (b) (7)(C) of the status of these grievances despite (b) (6), (b) (7)(C) numerous requests that (b) (6), (b) (7)(C) be advised of the status of (b) (6), (b) (7)(C) grievances.			

3. Name of Employer Kaiser Permanente		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) 3280 E. Foothill Blvd., Pasadena, CA 91107		6. Employer representative to contact Craig Oakford Human Resources	
7. Type of Establishment (factory, mine, wholesaler) Hospital	8. Principal product or service Healthcare	9. Number of Workers employed 1000	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	11b. Cell No.
		11c. Fax No.	11d e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
(b) (6), (b) (7)(C)		Tel No.	
(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
age)		Print/type name and title or office, if any	Cell No.
(b) (6), (b) (7)(C)		Date: 12/2/2019	Fax No.
			e-Mail (b) (6), (b) (7)(C)

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

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 31-CB-253168	Date Filed 12/6/2019

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Local 230 united association		b. Union Representative to contact Mike Hartley Title: Business manager	
c. Address (Street, city, state, and ZIP code) 6313 Nancy ridge dr CA San diego 92121-____		d. Tel. No. (858) 554-0586	e. Cell No.
		f. Fax No.	g. e-Mail mike@ualocal230.org
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (1)(A) _____ of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) --See additional page--			
3. Name of Employer SE Pipeline		4a. Tel. No.	b. Cell No.
		c. Fax No.	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) 11832 Bloomfield Ave. Santa Fe Springs, CA 90670			6. Employer representative to contact Title:
7. Type of establishment (factory, mine, wholesaler, etc.) Construction	8. Identify principal product or service	9. Number of workers employed	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	b. Cell No. (b) (6), (b) (7)(C)
		c. Fax No.	d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state and ZIP code.) (b) (6), (b) (7)(C)			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By (b) (6), (b) (7)(C) (signature of representative or person making charge)		Tel. No. (b) (6), (b) (7)(C)	
(b) (6), (b) (7)(C) (Print/type name and title or office, if any)		Cell No. (b) (6), (b) (7)(C)	
Title:		Fax No.	
Address (b) (6), (b) (7)(C)		e-Mail (b) (6), (b) (7)(C)	
		(date) 12/6/2019 19 32:35	

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

PRIVACY ACT STATEMENT

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Basis of the Charge

8(b)(1)(A)

Within the previous six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the Charging Party's grievance for arbitrary or discriminatory reasons or in bad faith.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 31-CB-253135	Date Filed 12/6/2019

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Local 230 united association plumbers and pipefitters		b. Union Representative to contact Mike Hartley Title: Manager	
c. Address (Street, city, state, and ZIP code) 6313 Nancy ridge dr CA San diego 92121-____		d. Tel. No. (858) 554-0586	e. Cell No.
		f. Fax No.	g. e-Mail mike@ualocal230.org
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>(1)(A)</u> _____ of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) --See additional page--			
3. Name of Employer Various Employers		4a. Tel. No.	b. Cell No.
		c. Fax No.	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code)			6. Employer representative to contact Title:
7. Type of establishment (factory, mine, wholesaler, etc.)	8. Identify principal product or service	9. Number of workers employed	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. (b) (6), (b) (7)(C)	b. Cell No.
		c. Fax No.	d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state and ZIP code.) (b) (6), (b) (7)(C)			
12. DECLARATION		Tel. No. (b) (6), (b) (7)(C)	
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.		Cell No.	
By <u>(b) (6), (b) (7)(C)</u>	<u>(b) (6), (b) (7)(C)</u>	Fax No.	
(signature of representative or person making charge) (Print/type name and title or office, if any)		e-Mail (b) (6), (b) (7)(C)	
Title: (b) (6), (b) (7)(C)			
Address <u>(b) (6), (b) (7)(C)</u>		(date) 12/6/2019 19:45:29	

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

PRIVACY ACT STATEMENT

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Basis of the Charge

8(b)(1)(A)

Within the previous six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the Charging Party's grievance for arbitrary or discriminatory reasons or in bad faith.

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		31-CB-253294	12/11/2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name CWA Local 9400		b. Union Representative to Contact Maurice Washington, Local 9400 President	
c. Address 7844 Rosecrans Ave. Paramount, CA 90723		d. Tel. No. (562) 259-9400	e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
Since at least (b) (6), (b) (7)(C) 2019, the above-named labor organization has failed and refused to represent (b) (6), (b) (7)(C) by conduct including failing and refusing to pursue (b) (6), (b) (7)(C) grievance, for reasons which are arbitrary, discriminatory, and in bad faith.			
3. Name of Employer San Manuel Indian Bingo and Casino		4a. Tel. No. 909-863-2270 x 604474	4b. Cell No.
		4c. Fax No.	4d. e-Mail alopez01@sanmanuel.com
5. Location of Plant involved (street, city, state, and ZIP code) 777 San Manuel Blvd Highland, CA 92346		6. Employer representative to contact Alondra Lopez, Employee Relations Specialist	
7. Type of Establishment (factory, mine, wholesaler) Casino	8. Principal product or service entertainment	9. Number of Workers employed	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No. none	11b. Cell No. (b) (6), (b) (7)(C)
		11c. Fax No. none	11d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	Tel. No. none	
(signature of representative or person making charge)	Print/type name and title or office, if any	Cell No. (b) (6), (b) (7)(C)	
Address: (b) (6), (b) (7)(C)	Date:	Fax No. none.	
		e-Mail (b) (6), (b) (7)(C)	

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(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 31-CB-253315	Date Filed 12/12/2019

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name International Brotherhood of Teamsters, Local No. 848		b. Union Representative to contact Tom Tullius, Business Representative	
c. Address (Street, city, state, and ZIP code) 731 East Arrow Highway Glendora, California 91740		d. Tel. No. (626) 732-4700	e. Cell No.
		f. Fax No. (626) 732-4707	
		g. e-mail	
h. The above named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (1)(A) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) During the last 6 months, International Brotherhood of Teamsters, Local 848, its agents and representatives have threatened, restrained, or coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.			
3. Name of Employer Airgas USA, LLC		4a. Tel. No.	b. Cell No.
		c. Fax No.	
		d. e-mail	
5. Location of plant involved (street, city, state and ZIP code) 4692 Valentine Rd. Ventura, California 93003		6. Employer representative to contact Mark. M. Stublely	
7. Type of establishment (factory, mine, wholesaler, etc.) Gas Distributor	8. Identify principal product or service Gas Distributor	9. Number of workers employed 18	
10. Full name of party filing charge Mark M. Stublely			
11. Address of party filing charge (street, city, state and ZIP code) 300 N. Main St, Suite 500, Greenville, SC 29601		11a. Tel. No. (864) 271-1300	b. Cell No.
		c. Fax No.	
		d. e-mail mark.stublely@ogletree.com	
12. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. _____ (signature of representative or person making charge)		Tel. No. (864) 271-1300	
		Cell No.	
		Fax No.	
		e-mail mark.stublely@ogletree.com	
Address 300 N. Main St., Suite 500 Greenville, SC 29601		Date Dec. 12, 2019	


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

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

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 31-CC-253366	Date Filed 12/16/2019

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name United Food and Commercial Workers Union Locals 135, 324, 770, 1167, 1428 and 1442		b. Union Representative to contact Please see Attachment A, listing each Charged Party's Address and Telephone No	
c. Address (Street, city, state, and ZIP code) Please see Attachment A, listing of each Charged Party's Address and Telephone Number.		d. Tel. No. See Attachment A	e. Cell No.
		f. Fax No.	
		g. e-mail	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) 4(ii)(A) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attachment B, outlining the facts that form the basis of this Charge.			
3. Name of Employer RALPHS GROCERY COMPANY		4a. Tel. No. (310) 884-4040	b. Cell No.
		c. Fax No. (310) 900-3463	
		d. e-mail leroy.westmoreland@ralphs.com	
5. Location of plant involved (street, city, state and ZIP code) 3410 West 3rd Street Los Angeles, CA 90020		6. Employer representative to contact	
7. Type of establishment (factory, mine, wholesaler, etc.) Grocery	8. Identify principal product or service Retail Grocery	9. Number of workers employed 10,000+	
10. Full name of party filing charge Ralphs Grocery Company			
11. Address of party filing charge (street, city, state and ZIP code) 90 S. Cascade Ave., Suite 1500, Colorado Springs, CO 80903		11a. Tel. No. (719) 448-4016	b. Cell No.
		c. Fax No. (719) 635-4576	
		d. e-mail rdeeney@shermanhoward.com	
<p style="text-align: center;">12. DECLARATION</p> <p>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p> <p> (signature of representative of person making charge)</p> <p style="text-align: center;">Raymond M. Decny (Print/type name and title or office, if any)</p> <p>90 S. Cascade Ave., Suite 1500, Colorado Springs, CO Address <u>80903</u></p>		Tel. No. (719) 448-4016	
		Cell No.	
		Fax No. (719) 635-4576	
		e-mail rdeeney@shermanhoward.com	
Date <u>Dec 16, 2019</u>			

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

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

Attachment A
Address and Contact Information for Charged Parties

United Food and Commercial Workers Union Local 135
2001 Camino Del Rio South
San Diego, CA 92108
Tel. No: (619) 298-7772
Union Representative to contact: (b) (6), (b) (7)(C)

United Food and Commercial Workers Union Local 324
8530 Stanton Avenue
PO Box 5004
Buena Park, CA 90622-5004
Tel. No: (714) 995-4601
Union Representative to contact: Greg Conger

United Food and Commercial Workers Union Local 770
630 Shatto Place
Los Angeles, CA 90005
Tel. No: (213) 487-7070
Union Representative to contact: John Grant

United Food and Commercial Workers Union Local 1167
P.O. Box 1167
855 W. San Bernardino Ave.
Bloomington, CA 92316
Tel. No: (909) 877-5000
Union Representative to contact: Joe Duffle

United Food and Commercial Workers Union Local 1428
P.O. Box 9000
705 W. Arrow Hwy.
Claremont, CA 91711-9000
Tel. No: (909)626-3333
Union Representative to contact: Mark Ramos

United Food and Commercial Workers Union Local 1442
9075 S. La Cienega Blvd.
Inglewood, CA 90301
Tel. No: (310) 322-8329
Union Representative to contact: Michael Straeter

Attachment B Basis of the Charge

United Food and Commercial Workers Union Locals 135, 324, 770, 1167, 1428 and 1442 (collectively referred to herein as the “Locals” or “Charged Parties”) have violated Section 8(b)(4)(ii) of the Act, requiring expedited action and an injunction pursuant to 10(l) of the Act. Specifically, within the six months prior to the filing of this Charge, Charged Parties have pursued grievances for which the Locals demand arbitration, claiming that Article 1, Section (A)(2) of the parties’ CBA is an agreement to cease doing business with a neutral employer/person, Instacart, an interpretation of the parties’ CBA that violated Section 8(e) of the NLRB. Upon Region 31’s determination that Article 1, Section (A)(2) was unlawful, the Locals attempted to circumvent that determination by claiming that the unlawful portions of Article 1, Section (A)(2) could be parsed from the rest and that a “lawful no-subcontracting provision” could be separated from the rest and enforced. However, Article 1, Section (A)(3) of the CBA between Ralphs and the Locals specifically provides as follows:

It is recognized by the Employer and the Union that Paragraph 2 of this Section A is a single integral understanding and agreement, and further agreed that if and when a final decision of a court of competent jurisdiction or a decision of the National Labor Relations Board, if such decision becomes final without review in the courts, adjudges the said Paragraph 2, **or any part thereof**, to be in conflict with or in violation of any law, Paragraph 2 **in its entirety shall be of no further force and effect** and the parties shall, at the request of any party, meet for the purpose of renegotiation and agreement on the said Paragraph 2. This Agreement with respect to said Paragraph 2 only, supersedes the provisions of Article 19 [containing the savings clause].

Thus, the Locals’ actions also clearly violate Section 8(b)(3) of the NLRA.

On October 11, 2019, with no acknowledgement of the parties’ bargained-for agreement with regard to the interpretation of Article 1, Section (A)(2) found within Article 1, Section (A)(3), the District Court ordered that arbitration could lawfully occur because the language of Article 1, Section (A)(2) might be legally interpreted by an arbitrator, so long as it was not read as a whole. Explaining that, because an arbitrator could parse the unlawful portions of Article 1, Section (A)(2) from the lawful, “Ralphs has not demonstrated that there are no lawful interpretations of [Section (A)(2)],” Ralphs was “ordered to participate in the arbitration process set forth in the Collective Bargaining Agreement.” This determination has been appealed by Ralphs due, in part, to the Court’s failure to analyze Article 1, Section (A)(3) and its implications on whether arbitration is appropriate.

Following the Court’s order and since at least October 17, 2019, the Locals, by and through their legal counsel (b) (6), (b) (7)(C) have repeatedly sought to repudiate the bargained for agreement memorialized in Article 1, Section (A)(3) of the CBA, and threatened to seek “a finding of civil contempt” against Ralphs if it refused to “set a date and time within the next two weeks to discuss selection of an arbitrator.” Indeed, four separate threats have been received over the last month.

On October 22, 2019, Ralphs was informed that the Division of Advice had instructed Region 31 to issue Complaint against the Locals under Section 8(b)(4) and 8(e) of the NLRA, as they had found Article 1, Section (A)(2) of the parties' CBA to be unlawful. More importantly, Ralphs was informed that the Locals had already been made aware of the Region's/Division of Advice's determination. That same day, the Locals renewed their unlawful threat and reiterated their intention to disregard their obligations under Section 8(b)(3) of the NLRA. Specifically, (b) (6), (b) (7)(C) sent a follow up email to (b) (6), (b) (7)(C) October 17, 2019 letter, again threatening to "pursue additional remedies against Ralphs, including a finding of civil contempt" if Ralphs did not "select[] an arbitrator with the Unions within 30 days from October 17."

On November 13, 2019, the Locals, for a third time, reiterated their unlawful threat "to pursue enforcement and additional remedies against" Ralphs if they did not immediately "proceed to arbitration" on the Locals' unlawful grievance.

On November 21, 2019, Ralphs received a fourth unlawful threat. This time, the Locals made even clearer their intention to repudiate the bargained-for provisions of the parties' CBA found in Article (1), Section (A)(3). Specifically, the Locals confirmed that their intention was to do exactly what Article (1), Section (A)(3) prohibited – "attempt to enforce" "limited" portions of Article (1), Section (A)(2), presumably because of the Region's determination that *other* portions of Article (1), Section (A)(2) were unlawful.

On November 26, 2019, the Locals, through their legal representatives, issued a fifth unlawful threat via telephone – "conferring" with opposing counsel for Ralphs concerning their intent to initiate civil contempt proceedings by refusing to discuss anything of substance, including the Board's determination and proposed resolution of Ralphs' charges, and insisting that the "only thing [they] are willing to discuss is the name of the arbitrator who will hear the [Instacart] grievance."

On December 9, 2019, the Locals filed a Motion for Imposition of Contempt Sanctions with the District Court in which they demanded that the Court "take responsibility" for selecting an arbitrator to hear their Instacart grievance and/or impose civil sanctions against Ralphs "until such time as it selects an arbitrator to hear the grievance" as "the premise and conclusion" of Ralphs' assertion that the Board's determination should be respected and complied with is "false." In their Motion seeking civil contempt sanctions against Ralphs the Locals specifically assert that "the NLRB has not made any determination" concerning whether Article 1, Section (A)(2) of the parties' CBA violates the NLRA because it "has not issued complaint" on Ralphs' charges. In October of this year, however, the Region offered the Locals an opportunity to informally settle the June 20, 2019 8(b)(4) and 8(e) charges filed by Ralphs, after Division of Advice had determined that Article 1, Section (A)(2) of the parties' CBA was facially unlawful. The Locals have used this offer as an opportunity to circumvent the Board's authority and seek to use the federal court litigation to avoid their obligations under the clear terms of the parties' CBA.

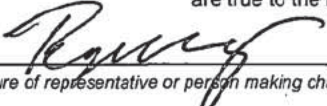
The Locals have made clear that they intend to demand arbitration at all cost, despite the fact that the only relief they could possibly obtain from an arbitrator (if that arbitrator were to ignore

Article I, Section (A)(3) of the parties' CBA and blue-pencil Article I, Section (A)(2) of the CBA) would be a directive that Ralphs cease doing business with Instacart, relief that clearly violates Section 8(e) of the NLRA. Moreover, because Instacart does not work for Ralphs, but rather Ralphs' customers (indeed, Ralphs does not even have a contract with Instacart), even an unlawful "cease doing business" directive would be nothing more than artifice, giving Locals the ability to dictate which customers can shop at Ralphs by directing it to cease doing business with some of those customers. Said differently, because Ralphs undisputedly does not control Instacart, or any of its independent contractors, employees, or customers, even setting aside Article I, Section (A)(3) of the CBA, *any* argument that there could be a lawful "work preservation" interpretation of Article I, Section (A)(2) vis a vis Instacart fails as a matter of law.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 31-CB-253368	Date Filed 12/16/2019

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name United Food and Commercial Workers Union Locals 135, 324, 770, 1167, 1428 and 1442		b. Union Representative to contact Please see Attachment A, listing each Charged Party's Address and Telephone No	
c. Address (Street, city, state, and ZIP code) Please see Attachment A, listing of each Charged Party's Address and Telephone Number.		d. Tel. No. See Attachment A	e. Cell No.
		f. Fax No.	
		g. e-mail	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attachment B, outlining the facts that form the basis of this Charge.			
3. Name of Employer RALPHS GROCERY COMPANY		4a. Tel. No. (310) 884-4040	b. Cell No.
		c. Fax No. (310) 900-3463	
		d. e-mail leroy.westmoreland@ralphs.com	
5. Location of plant involved (street, city, state and ZIP code) 3410 West 3rd Street Los Angeles, CA 90020		6. Employer representative to contact	
7. Type of establishment (factory, mine, wholesaler, etc.) Grocery	8. Identify principal product or service Retail Grocery	9. Number of workers employed 10,000+	
10. Full name of party filing charge Ralphs Grocery Company			
11. Address of party filing charge (street, city, state and ZIP code) 90 S. Cascade Ave., Suite 1500, Colorado Springs, CO 80903		11a. Tel. No. (719) 448-4016	b. Cell No.
		c. Fax No. (719) 635-4576	
		d. e-mail rdeeny@shermanhoward.com	
<p style="text-align: center;">12. DECLARATION</p> <p>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p> <p style="text-align: center;"> (signature of representative or person making charge)</p> <p style="text-align: center;">Raymond M. Deeny (Print/type name and title or office, if any)</p> <p>90 S. Cascade Ave., Suite 1500, Colorado Springs, CO Address 80903</p>		Tel. No. (719) 448-4016	
		Cell No.	
		Fax No. (719) 635-4576	
		e-mail rdeeny@shermanhoward.com	
		Date Dec 16, 2019	

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

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Attachment A
Address and Contact Information for Charged Parties

United Food and Commercial Workers Union Local 135
2001 Camino Del Rio South
San Diego, CA 92108
Tel. No: (619) 298-7772
Union Representative to contact: (b) (6), (b) (7)(C)

United Food and Commercial Workers Union Local 324
8530 Stanton Avenue
PO Box 5004
Buena Park, CA 90622-5004
Tel. No: (714) 995-4601
Union Representative to contact: Greg Conger

United Food and Commercial Workers Union Local 770
630 Shatto Place
Los Angeles, CA 90005
Tel. No: (213) 487-7070
Union Representative to contact: John Grant

United Food and Commercial Workers Union Local 1167
P.O. Box 1167
855 W. San Bernardino Ave.
Bloomington, CA 92316
Tel. No: (909) 877-5000
Union Representative to contact: Joe Duffle

United Food and Commercial Workers Union Local 1428
P.O. Box 9000
705 W. Arrow Hwy.
Claremont, CA 91711-9000
Tel. No: (909)626-3333
Union Representative to contact: Mark Ramos

United Food and Commercial Workers Union Local 1442
9075 S. La Cienega Blvd.
Inglewood, CA 90301
Tel. No: (310) 322-8329
Union Representative to contact: Michael Straeter

Attachment B Basis of the Charge

United Food and Commercial Workers Union Locals 135, 324, 770, 1167, 1428 and 1442 (collectively referred to herein as the “Locals” or “Charged Parties”) have violated Section 8(b)(4)(ii) of the Act, requiring expedited action and an injunction pursuant to 10(l) of the Act. Specifically, within the six months prior to the filing of this Charge, Charged Parties have pursued grievances for which the Locals demand arbitration, claiming that Article 1, Section (A)(2) of the parties’ CBA is an agreement to cease doing business with a neutral employer/person, Instacart, an interpretation of the parties’ CBA that violated Section 8(e) of the NLRB. Upon Region 31’s determination that Article 1, Section (A)(2) was unlawful, the Locals attempted to circumvent that determination by claiming that the unlawful portions of Article 1, Section (A)(2) could be parsed from the rest and that a “lawful no-subcontracting provision” could be separated from the rest and enforced. However, Article 1, Section (A)(3) of the CBA between Ralphs and the Locals specifically provides as follows:

It is recognized by the Employer and the Union that Paragraph 2 of this Section A is a single integral understanding and agreement, and further agreed that if and when a final decision of a court of competent jurisdiction or a decision of the National Labor Relations Board, if such decision becomes final without review in the courts, adjudges the said Paragraph 2, **or any part thereof**, to be in conflict with or in violation of any law, Paragraph 2 **in its entirety shall be of no further force and effect** and the parties shall, at the request of any party, meet for the purpose of renegotiation and agreement on the said Paragraph 2. This Agreement with respect to said Paragraph 2 only, supersedes the provisions of Article 19 [containing the savings clause].

Thus, the Locals’ actions also clearly violate Section 8(b)(3) of the NLRA.

On October 11, 2019, with no acknowledgement of the parties’ bargained-for agreement with regard to the interpretation of Article 1, Section (A)(2) found within Article 1, Section (A)(3), the District Court ordered that arbitration could lawfully occur because the language of Article 1, Section (A)(2) might be legally interpreted by an arbitrator, so long as it was not read as a whole. Explaining that, because an arbitrator could parse the unlawful portions of Article 1, Section (A)(2) from the lawful, “Ralphs has not demonstrated that there are no lawful interpretations of [Section (A)(2)],” Ralphs was “ordered to participate in the arbitration process set forth in the Collective Bargaining Agreement.” This determination has been appealed by Ralphs due, in part, to the Court’s failure to analyze Article 1, Section (A)(3) and its implications on whether arbitration is appropriate.

Following the Court’s order and since at least October 17, 2019, the Locals, by and through their legal counsel **(b) (6), (b) (7)(C)** have repeatedly sought to repudiate the bargained for agreement memorialized in Article 1, Section (A)(3) of the CBA, and threatened to seek “a finding of civil contempt” against Ralphs if it refused to “set a date and time within the next two weeks to discuss selection of an arbitrator.” Indeed, four separate threats have been received over the last month.

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The Locals have made clear that they intend to demand arbitration at all cost, despite the fact that the only relief they could possibly obtain from an arbitrator (if that arbitrator were to ignore

Article I, Section (A)(3) of the parties' CBA and blue-pencil Article I, Section (A)(2) of the CBA) would be a directive that Ralphs cease doing business with Instacart, relief that clearly violates Section 8(e) of the NLRA. Moreover, because Instacart does not work for Ralphs, but rather Ralphs' customers (indeed, Ralphs does not even have a contract with Instacart), even an unlawful "cease doing business" directive would be nothing more than artifice, giving Locals the ability to dictate which customers can shop at Ralphs by directing it to cease doing business with some of those customers. Said differently, because Ralphs undisputedly does not control Instacart, or any of its independent contractors, employees, or customers, even setting aside Article I, Section (A)(3) of the CBA, *any* argument that there could be a lawful "work preservation" interpretation of Article I, Section (A)(2) vis a vis Instacart fails as a matter of law.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

**First Amended CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 31-CC-253366	Date Filed 12/17/2019

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name United Food and Commercial Workers Union Locals 135, 324, 770, 1167, 1428 and 1442	b. Union Representative to contact Please see Attachment A, listing each Charged Party's Address and Telephone No	
c. Address (Street, city, state, and ZIP code) Please see Attachment A, listing of each Charged Party's Address and Telephone Number.	d. Tel. No. See Attachment A	e. Cell No.
	f. Fax No.	
	g. e-mail	

h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) 4(ii)(A) and 4(ii)(B) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
See Attachment B, outlining the facts that form the basis of this Charge.

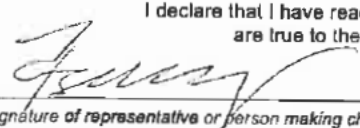
3. Name of Employer RALPHS GROCERY COMPANY	4a. Tel. No. (310) 884-4040	b. Cell No.	c. Fax No. (310) 900-3463
d. e-mail lcroy.westmoreland@ralphs.com			

5. Location of plant involved (street, city, state and ZIP code) 3410 West 3rd Street Los Angeles, CA 90020	6. Employer representative to contact
---	---------------------------------------

7. Type of establishment (factory, mine, wholesaler, etc.) Grocery	8. Identify principal product or service Retail Grocery	9. Number of workers employed 10,000+
---	--	--

10. Full name of party filing charge Ralphs Grocery Company
--

11. Address of party filing charge (street, city, state and ZIP code) 90 S. Cascade Ave., Suite 1500, Colorado Springs, CO 80903	11a. Tel. No. (719) 448-4016	b. Cell No.	c. Fax No. (719) 635-4576
d. e-mail rdeeny@shermanhoward.com			

<p align="center">12. DECLARATION</p> <p>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p>		Tel. No. (719) 448-4016
<p align="center"> (signature of representative or person making charge)</p>		Cell No.
<p align="center">Raymond M. Deeny (Print/type name and title or office, if any)</p>		Fax No. (719) 635-4576
<p>90 S. Cascade Ave., Suite 1500, Colorado Springs, CO Address 80903</p>		e-mail rdeeny@shermanhoward.com
<p>Date Dec 17, 2019</p>		

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

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Attachment A
Address and Contact Information for Charged Parties

United Food and Commercial Workers Union Local 135
2001 Camino Del Rio South
San Diego, CA 92108
Tel. No: (619) 298-7772
Union Representative to contact: (b) (6), (b) (7)(C)

United Food and Commercial Workers Union Local 324
8530 Stanton Avenue
PO Box 5004
Buena Park, CA 90622-5004
Tel. No: (714) 995-4601
Union Representative to contact: Greg Conger

United Food and Commercial Workers Union Local 770
630 Shatto Place
Los Angeles, CA 90005
Tel. No: (213) 487-7070
Union Representative to contact: John Grant

United Food and Commercial Workers Union Local 1167
P.O. Box 1167
855 W. San Bernardino Ave.
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Union Representative to contact: Joe Duffle

United Food and Commercial Workers Union Local 1428
P.O. Box 9000
705 W. Arrow Hwy.
Claremont, CA 91711-9000
Tel. No: (909)626-3333
Union Representative to contact: Mark Ramos

United Food and Commercial Workers Union Local 1442
9075 S. La Cienega Blvd.
Inglewood, CA 90301
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Union Representative to contact: Michael Straeter

Attachment B Basis of the Charge

United Food and Commercial Workers Union Locals 135, 324, 770, 1167, 1428 and 1442 (collectively referred to herein as the “Locals” or “Charged Parties”) have violated Section 8(b)(4)(ii) of the Act, requiring expedited action and an injunction pursuant to 10(l) of the Act. Specifically, within the six months prior to the filing of this Charge, Charged Parties have pursued grievances for which the Locals demand arbitration, claiming that Article 1, Section (A)(2) of the parties’ CBA is an agreement to cease doing business with a neutral employer/person, Instacart, an interpretation of the parties’ CBA that violated Section 8(e) of the NLRB. Upon Region 31’s determination that Article 1, Section (A)(2) was unlawful, the Locals attempted to circumvent that determination by claiming that the unlawful portions of Article 1, Section (A)(2) could be parsed from the rest and that a “lawful no-subcontracting provision” could be separated from the rest and enforced. However, Article 1, Section (A)(3) of the CBA between Ralphs and the Locals specifically provides as follows:

It is recognized by the Employer and the Union that Paragraph 2 of this Section A is a single integral understanding and agreement, and further agreed that if and when a final decision of a court of competent jurisdiction or a decision of the National Labor Relations Board, if such decision becomes final without review in the courts, adjudges the said Paragraph 2, **or any part thereof**, to be in conflict with or in violation of any law, Paragraph 2 **in its entirety shall be of no further force and effect** and the parties shall, at the request of any party, meet for the purpose of renegotiation and agreement on the said Paragraph 2. This Agreement with respect to said Paragraph 2 only, supersedes the provisions of Article 19 [containing the savings clause].

Thus, the Locals’ actions also clearly violate Section 8(b)(3) of the NLRA.

On October 11, 2019, with no acknowledgement of the parties’ bargained-for agreement with regard to the interpretation of Article 1, Section (A)(2) found within Article 1, Section (A)(3), the District Court ordered that arbitration could lawfully occur because the language of Article 1, Section (A)(2) might be legally interpreted by an arbitrator, so long as it was not read as a whole. Explaining that, because an arbitrator could parse the unlawful portions of Article 1, Section (A)(2) from the lawful, “Ralphs has not demonstrated that there are no lawful interpretations of [Section (A)(2)],” Ralphs was “ordered to participate in the arbitration process set forth in the Collective Bargaining Agreement.” This determination has been appealed by Ralphs due, in part, to the Court’s failure to analyze Article 1, Section (A)(3) and its implications on whether arbitration is appropriate.

Following the Court’s order and since at least October 17, 2019, the Locals, by and through their legal counsel **(b) (6), (b) (7)(C)**, have repeatedly sought to repudiate the bargained for agreement memorialized in Article 1, Section (A)(3) of the CBA, and threatened to seek “a finding of civil contempt” against Ralphs if it refused to “set a date and time within the next two weeks to discuss selection of an arbitrator.” Indeed, four separate threats have been received over the last month.

On October 22, 2019, Ralphs was informed that the Division of Advice had instructed Region 31 to issue Complaint against the Locals under Section 8(b)(4) and 8(e) of the NLRA, as they had found Article 1, Section (A)(2) of the parties' CBA to be unlawful. More importantly, Ralphs was informed that the Locals had already been made aware of the Region's/Division of Advice's determination. That same day, the Locals renewed their unlawful threat and reiterated their intention to disregard their obligations under Section 8(b)(3) of the NLRA. Specifically, (b) (6), (b) (7)(C) sent a follow up email to (b) (6), (b) (7)(C) October 17, 2019 letter, again threatening to "pursue additional remedies against Ralphs, including a finding of civil contempt" if Ralphs did not "select[] an arbitrator with the Unions within 30 days from October 17."

On November 13, 2019, the Locals, for a third time, reiterated their unlawful threat "to pursue enforcement and additional remedies against" Ralphs if they did not immediately "proceed to arbitration" on the Locals' unlawful grievance.

On November 21, 2019, Ralphs received a fourth unlawful threat. This time, the Locals made even clearer their intention to repudiate the bargained-for provisions of the parties' CBA found in Article (1), Section (A)(3). Specifically, the Locals confirmed that their intention was to do exactly what Article (1), Section (A)(3) prohibited – "attempt to enforce" "limited" portions of Article (1), Section (A)(2), presumably because of the Region's determination that *other* portions of Article (1), Section (A)(2) were unlawful.

On November 26, 2019, the Locals, through their legal representatives, issued a fifth unlawful threat via telephone – "conferring" with opposing counsel for Ralphs concerning their intent to initiate civil contempt proceedings by refusing to discuss anything of substance, including the Board's determination and proposed resolution of Ralphs' charges, and insisting that the "only thing [they] are willing to discuss is the name of the arbitrator who will hear the [Instacart] grievance."

On December 9, 2019, the Locals filed a Motion for Imposition of Contempt Sanctions with the District Court in which they demanded that the Court "take responsibility" for selecting an arbitrator to hear their Instacart grievance and/or impose civil sanctions against Ralphs "until such time as it selects an arbitrator to hear the grievance" as "the premise and conclusion" of Ralphs' assertion that the Board's determination should be respected and complied with is "false." In their Motion seeking civil contempt sanctions against Ralphs the Locals specifically assert that "the NLRB has not made any determination" concerning whether Article 1, Section (A)(2) of the parties' CBA violates the NLRA because it "has not issued complaint" on Ralphs' charges. In October of this year, however, the Region offered the Locals an opportunity to informally settle the June 20, 2019 8(b)(4) and 8(e) charges filed by Ralphs, after Division of Advice had determined that Article 1, Section (A)(2) of the parties' CBA was facially unlawful. The Locals have used this offer as an opportunity to circumvent the Board's authority and seek to use the federal court litigation to avoid their obligations under the clear terms of the parties' CBA.

The Locals have made clear that they intend to demand arbitration at all cost, despite the fact that the only relief they could possibly obtain from an arbitrator (if that arbitrator were to ignore

Article I, Section (A)(3) of the parties' CBA and blue-pencil Article I, Section (A)(2) of the CBA) would be a directive that Ralphs cease doing business with Instacart, relief that clearly violates Section 8(e) of the NLRA. Moreover, because Instacart does not work for Ralphs, but rather Ralphs' customers (indeed, Ralphs does not even have a contract with Instacart), even an unlawful "cease doing business" directive would be nothing more than artifice, giving Locals the ability to dictate which customers can shop at Ralphs by directing it to cease doing business with some of those customers. Said differently, because Ralphs undisputedly does not control Instacart, or any of its independent contractors, employees, or customers, even setting aside Article I, Section (A)(3) of the CBA, *any* argument that there could be a lawful "work preservation" interpretation of Article I, Section (A)(2) vis a vis Instacart fails as a matter of law.

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		Case 31-CB-253645	Date filed 12/19/2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name SEIU		b. Union Representative to Contact Grizell Rodriguez Union Representative	
c. Address 580 Fenson Dr., Los Angeles, CA 90022		d. Tel. No. (323)440-5775	e.e. Cell No.
		f. Fax No.	g. e-Mail grodriguez@seiu-uhw.org
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b)(1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
Within the last six months, the above-named labor organization has restrained and coerced employees in the exercise of rights protected by Section 7 of the Act by refusing to process the grievances of (b) (6), (b) (7)(C) willfully misinforming (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) grievance, and failing to respond to inquiries for information for arbitrary or discriminatory reasons or in bad faith.			
3. Name of Employer Antelope Valley Hospital		4a. Tel. No.	4b. Cell No.
		4c. Fax No.	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code)		6. Employer representative to contact	
7. Type of Establishment (factory, mine, wholesaler) Hospital	8. Principal product or service Healthcare	9. Number of Workers employed 71000	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No.	11b. Cell No. (b) (6), (b) (7)(C)
		11c. Fax No.	11d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	Tel No.
person making charge)		Print/type name and title or office, if any	Cell No. (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)		Date: 12/19/19	Fax No.
			e-Mail (b) (6), (b) (7)(C)

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

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. (b) (6), (b) (7)(C)