| UNITED STATES OF AMERICA | | DO NOT WRITE IN THIS SPACE | | | | |
|--|---------------------|---|--|--|--|--|
| NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST LABOR ORGANIZATION OR IT | те | ase | Date filed | | | |
| AGENTS | | 31-CB-252726 12/2/2019 | | | | |
| NSTRUCTIONS: File an original of this charge with the NLRB occurred or is occurring. | | | | | | |
| 1. LABOR ORGANIZATION OR ITS | | | | | | |
| • | b. | . Union Representative to | o Contact | | | |
| CWA Local 9400 | | Maurice Washington, | | | | |
| | | Local 9400 Preside | | | | |
| . Address | d | Tel. No. | e. Cell No. | | | |
| 7844 Rosecrans Ave. | | (562) 259-9400 | | | | |
| Paramount, CA 90723 | F | Fax No. | g. e-Mail | | | |
| The above-named labor organization or its agents have engage | | | President guardorwogd | | | |
| the meaning of the Act, or are unfair practices affecting comme Basis of the Charge (set forth a clear and concise statement of Since at least (b) (6), (b) (7)(C) 2019, the above-named b) (6), (b) (7)(C) by conduct including failing and refusin liscriminatory, and in bad faith. | the facts constitu | <i>iting the alleged unfair lat</i> ation has failed and | oor practices) refused to represent | | | |
| . Name of Employer | A | a. Tel. No. | 4b. Cell No. | | | |
| San Manuel Indian Bingo and Casino | -10 | 909-863-2270 x | | | | |
| | | 604474 | | | | |
| | | C. Fax No. | 4d. e-Mail | | | |
| | 40 | J. FaX NU. S | | | | |
| 5. Location of Plant Involved (street, city, state, and ZIP code) | | Employer representative | alopez01@sanmanuel.com | | | |
| | · 0. | 6. Employer representative to contact | | | | |
| 777 San Manuel Blvd Highland, CA 92346 | | • | nployee Relations Specialist | | | |
| 7. Type of Establishment (factory, mine, wholesaler) 8. Prir | ncipal product or s | service | 9. Number of Workers employed | | | |
| Casino ente | ertainment | | | | | |
| 10. Full name of party filing charge | | 1a. Tel. No. | 11b. Cell No. | | | |
| (b) (6), (b) (7)(C) | · [| none | (b) (6), (b) (7)(C) | | | |
| | | 2 | | | | |
| | . 11 | 1c. Fax No. | 11d e-Mail (b) (6) (b) (7)(C) | | | |
| 1 Address of party filling obstress (stress) site state and 7/7 and | L | none | (b) (6), (b) (7)(C) | | | |
| 1. Address of party filing charge (street, city, state, and ZIP code) | | | | | | |
| (b) (6), (b) (7)(C) | | | | | | |
| | DECLARATION | | | | | |
| I declare that I have read the above charge and that the | statements the | rein are true to the best | | | | |
| | | | Tel No. | | | |
| (b) (6), (b) (7)(C) $(b) (6) (b) (7)(C)$ | (b) (6), (b) (7) | (C) | | | | |
| (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C) | | | | | |
| | •. | | none | | | |
| signature or representative or person making charge) | Print/type name a | and title or office, if any | Cell No. (b) (6), (b) (7)(C) | | | |
| Address: | | Date: | Fax No. none | | | |
| (b) (6), (b) (7)(C) | | | | | | |
| | | 12/02/2019 | - Mail | | | |
| | | 111011 2011 | e-Mail (b) (6) (b) (7)(C) | | | |
| | | 16/02/ 2011 | (b) (6), (b) (7)(C) | | | |

| UNITED STATES OF AMERICA | | DO NOT WRITE IN THIS SPACE | | | |
|---|--|---|--|--|--|
| NATIONAL LABOR RELATIONS BOAR | | Case 31-CB-252839 | Date filed | | |
| CHARGE AGAINST LABOR ORGANIZATIO AGENTS | CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS | | 12/3/2019 | | |
| INSTRUCTIONS: File an original of this charge with to occurred or is occurring. | | | | | |
| | NOR ITS AGENTS AG | GAINST WHICH CHARGE IS BR | | | |
| a. Name California Nurses Association/National Nurs | b Union Representative to (b) (6), (b) (7)(C) | o Contact | | | |
| c. Address 225 West Broadway Street, #500, Glendale, | c. Address 225 West Broadway Street, #500, Glendale, CA 94612 | | e.e. Cell No. | | |
| | | f. Fax No. | g. e-Mail (b) (6), (b) (7)(C) | | |
| h. The above-named labor organization or its agents hav 8(b), subsection(s) 1, of the National Labor Relations meaning of the Act, or are unfair practices affecting co | Act, and these unfair | r labor practices are unfair prac meaning of the Act and the Pos | tices within the meaning of section tices affecting commerce within the tal Reorganization Act. | | |
| 2. Basis of the Charge (set forth a clear and concise state | | | CONTRACTOR OF CONT | | |
| Within the last six months, the above-named | | | | | |
| exercise of rights protected by Section 7 of t | | | | | |
| discriminatory reasons or in bad faith. In add | dition, (b) (6), (b) | (7)(C) (b) (6), (b) (7)(C) ha | as mocked (b) (6), (b) (7)(C) | | |
| (b) (b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c | | | | | |
| 3. Name of Employer Kaiser Permanete Los Angeles Medical Cer | nter | 4a. Tel. No. | 4b. Cell No. 4d. e-Mail | | |
| Schelansenartin Associated and the schelar solution of the schelar schelar scheduler scheduler (| | 4c. Fax No. | | | |
| 5. Location of Plant involved (street, city, state, and ZIP of | code) | 6. Employer representative | to contact | | |
| 1515 N. Vermont Avenue, 2nd Floor, Los Ar 90027 | ngeles, CA | Richard Rosas Dire | ctor Labor Relations | | |
| 7. Type of Establishment (factory, mine, wholesaler) | 8. Principal produ | uct or service | 9. Number of Workers employed | | |
| Medical Services | Medical Serv | vices | 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 2 | ZIP code) | | | | |
| (b) (6), (b) (7)(C) | | | 10. June - an and 10. The second second | | |
| | 12. DECLAR | | | | |
| I declara that I have not the chore charge and | d that the statemen | ts therein are true to the best | t of my knowledge and belief. | | |
| I dec (b) (6), (b) (7)(C) bove charge and | | | Tel No. | | |
| | | | | | |
| By: | | | | | |
| (signature of | (b) (6), (b) | (7)(C) ame and title or office, if any | Cell No. | | |
| | Рппотуре п | | (b) (6), (b) (7)(C) | | |
| Address: (b) (6), (b) (7)(C) | | Date: | Fax No. | | |
| | | 12-3-19 | e-Mail (b) (6), (b) (7)(C) | | |
| 2005 (1997) | | | | | |

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.

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| UNITED STATES OF AMERICA | | DO NOT WRITE IN THIS SPACE | | | |
|---|---|---|---|--|--|
| NATIONAL LABOR RELATIONS BOARD | | Case Date filed | | | |
| CHARGE AGAINST LABOR ORGANIZATION AGENTS | | 31-CB-252879 | 12/4/2019 | | |
| INSTRUCTIONS: File an original of this charge with th occurred or is occurring. | · · · · · · · · · · · · · · · · · · · | - | | | |
| 1. LABOR ORGANIZATION a. Name | OR ITS AGENTS AGA | NST WHICH CHARGE IS B b. Union Representative | | | |
| Teamsters Local 630 | | | Secretary Treasurer | | |
| c. Address 750 S Stanford Ave. | , | d. Tel. No. 213-627-2178 | e. Cell No. | | |
| Los Angeles, CA 90021 | | f. Fax No. 213-627-0846 | g. e-Mail local630@teamsters630.org | | |
| h. The above-named labor organization or its agents have 8(b), <u>subsection(s) 1(A)</u> of the National Labor Relations meaning of the Act, or are unfair practices affecting cor 2. Basis of the Charge (set forth a dear and concise state) | s Act, and these unfair mmerce within the me | r labor practices are unfair p aning of the Act and the Po | practices affecting commerce within the stal Reorganization Act. | | |
| Within the previous six months, the above-na | · · · · · · · · · · · · · · · · · · · | | | | |
| exercise of rights protected by Section 7 of the Charging Party for arbitrary or discriminatory | | | n and assistance to the | | |
| 3. Name of Employer | · . | 4a, Tel. No. | 4b. Cell No. | | |
| Unified Grocers Inc. and UNFI | | 4c. Fax No. | 4d. e-Mail | | |
| 5. Location of Plant involved (street, city, state, and ZIP co | ode) | 6. Employer representativ | e to contact | | |
| Unified Grocers (former owner): 3626 11 th Avenue, Los Angeles, CA 9 UNFI (current owner): | | , Diana Pieroy, H | uman Resources | | |
| 5200 Sheila Street, Commerce, CA 9 7. Type of Establishment (factory, mine, wholesaler) | 0040 8. Principal product | | 9. Number of Workers employed | | |
| Wholesale Grocer | | or service | 5. Number of Workers employed | | |
| | Grocer | | 446. 0-11.01- | | |
| 10. Full name of party filing charge | | 11a. Tel. No. (b) (6), (b) (7)(C) | 11b. Cell No. | | |
| (b) (6), (b) (7)(C) | | 11c. Fax No. | 11d e-Mail | | |
| 11. Address of party f ling charge (street, city, state, and Z (b) (6), (b) (7)(C) | IP code) 12. DECLARAT | ION | · · · · · · | | |
| I declare that I have read the above charge and | that the statements | therein are true to the bes | t of my knowledge and belief. | | |
| (b) (6), (b) (7)(C) By: | (b) (6), (b | | (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) | | |
| (sign | Print/type nar | ne and title or office, if any | Cell No. (b) (6), (b) (7)(C) | | |
| Address: (b) (6), (b) (7)(C) | | Date: | Fax No. | | |
| | | 11-30-2019 | e-Mail | | |
| | | | | | |

| Case 31-CB-253129 ector of the region in whice NST WHICH CHARGE IS BR b. Union Representative to Kim Martin Union Representative d. Tel. No. f. Fax No. engaging in unfair labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | e.e. Cell No. g. e-Mail ctices within the meaning of section practices affecting commerce within Postal Reorganization Act. | | |
|--|---|--|--|
| ector of the region in which NST WHICH CHARGE IS BR b. Union Representative to Kim Martin Union Representative d. Tel. No. f. Fax No. engaging in unfair labor prace ir labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | the alleged unfair labor practice toUGHT COUGHT CO | | |
| INST WHICH CHARGE IS BR b. Union Representative to Kim Martin Union Representati d. Tel. No. f. Fax No. engaging in unfair labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | OUGHT O Contact Ve e.e. Cell No. g. e-Mail stices within the meaning of section practices affecting commerce within Postal Reorganization Act. postal Reorganization Act. por practices) as restrained and coerced | | |
| b. Union Representative to Kim Martin Union Representativ d. Tel. No. f. Fax No. engaging in unfair labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization has | Contact Ve e.e. Cell No. g. e-Mail trices within the meaning of section practices affecting commerce within Postal Reorganization Act. por practices) as restrained and coerced | | |
| Kim Martin Union Representati d. Tel. No. f. Fax No. engaging in unfair labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | ve e.e. Cell No. g. e-Mail stices within the meaning of section practices affecting commerce within Postal Reorganization Act. por practices) as restrained and coerced | | |
| Union Representati d. Tel. No. f. Fax No. engaging in unfair labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | e.e. Cell No. g. e-Mail stices within the meaning of section practices affecting commerce within Postal Reorganization Act. por practices) as restrained and coerced | | |
| d. Tel. No. f. Fax No. engaging in unfair labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | e.e. Cell No. g. e-Mail stices within the meaning of section practices affecting commerce within Postal Reorganization Act. por practices) as restrained and coerced | | |
| f. Fax No. engaging in unfair labor pract ir labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | g. e-Mail practices within the meaning of section practices affecting commerce within Postal Reorganization Act. por practices) as restrained and coerced | | |
| engaging in unfair labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | btices within the meaning of section practices affecting commerce within Postal Reorganization Act. bor practices) as restrained and coerced | | |
| engaging in unfair labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | btices within the meaning of section practices affecting commerce within Postal Reorganization Act. bor practices) as restrained and coerced | | |
| ir labor practices are unfair meaning of the Act and the tituting the alleged unfair lab d labor organization ha | practices affecting commerce within Postal Reorganization Act. por practices) as restrained and coerced | | |
| meaning of the Act and the tituting the alleged unfair lab d labor organization ha | Postal Reorganization Act. por practices) as restrained and coerced | | |
| tituting the alleged unfair lab d labor organization ha | por practices) as restrained and coerced | | |
| d labor organization ha | as restrained and coerced | | |
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| IE ACT DV RETUSING TO DI | ocess and arbitrate the | | |
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| | as also been failing to inform | | |
| s requests that | advised of the status of | | |
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| | | | |
| do Tol No | 4b. Cell No. | | |
| 4a. Tel. NO. | 4b. Cell No. | | |
| Ac. Eax No. | 4d. e-Mail | | |
| 40. Fax NU. | 40. E-IVIAII | | |
| 6. Employer representative | to contact | | |
| | | | |
| | 9. Number of Workers employed | | |
| OF SERVICE | | | |
| 44a Tal Na | 1000 11b. Cell No. | | |
| | TID. Cell No. | | |
| (b) (6), (b) (7)(C) | | | |
| 11c. Fax No. | 11d e-Mail | | |
| | (b) (6), (b) (7)(C) | | |
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| ION | | | |
| therein are true to the best | t of my knowledge and belief | | |
| | Tel No. | | |
| | | | |
| | | | |
| (C) | (b) (6), (b) (7)(C) | | |
| ne and title or office, if any | Cell No. | | |
| ····· | | | |
| Date: 12/2/2019 | Fax No. | | |
| | | | |
| | e-Mail | | |
| | (b) (6), (b) (7)(C) | | |
| | s requests that 4a. Tel. No. 4a. Tel. No. 4c. Fax No. 6. Employer representative Craig Oakford Humor or service 11a. Tel. No. (b) (6), (b) (7)(C) 11c. Fax No. ON therein are true to the best (C) ie and title or office, if any | | |

J

PRIVACY ACT STATEMENT

| INTERNET | | | | | | FORM EXEMPT UNDER 44 U.S.C 351 | |
|--|---|----------------------------|-----------------------------|----------------------------------|-------------------------------|----------------------------------|--|
| FORM NLRB-508 (2-08) | UNITED STATES OF AMER NATIONAL LABOR RELATIONS | | | DO NO | | E IN THIS SPACE | |
| (=) | CHARGE AGAINST LABOR ORG OR ITS AGENTS | | Case 31 | I-CB-25316 | | ate Filed 12/6/2019 | |
| INSTRUCTIONS: File | an original with NLRB Regional Director for | the region in which th | e alleged u | nfair labor pra | ctice occurr | ed or is occurring. | |
| | 1. LABOR ORGANIZATION OR | ITS AGENTS AGAIN | ST WHICH | CHARGE IS | BROUGHT | | |
| a. Name | | | | b. Union Rep | resentative | to contact | |
| Local 230 united asso | ciation | | | Mike Hartl | ey | | |
| | | | | Title: Busir | ness manag | er | |
| | to state and ZID as da) | | | d. Tel. No. | | e. Cell No. | |
| C. Address (Street, cit | y, state, and ZIP code) | | | (858) 554-05 | 586 | e. Cell NO. | |
| 6313 Nancy ridge dr | | | | f. Fax No. | | g. e-Mail | |
| CA San diego 92121- | · | | | | | mike@ualocal230.org | |
| subsection(s) (list s are unfair practices meaning of the Act | affecting commerce within the meaning of the and the Postal Reorganization Act. | e Act, or these unfair | of the Natio | onal Labor Rel ces are unfair | ations Act, a practices af | and these unfair labor practices | |
| 2. Basis of the Char | ge (set forth a clear and concise statement of | f the facts constituting | the alleged | l unfair labor p | oractices) | | |
| | | | | | | | |
| See additiona | al page | | | | | | |
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| | | | | | | | |
| | | | | Ao. Tol No. | | h. Coll No | |
| 3. Name of Employe | r | | | 4a. Tel. No. | | b. Cell No. | |
| SE Pipeline | | | | c. Fax No. | | d. e-Mail | |
| | | | | | | | |
| 5. Location of plant in | nvolved (street, city, state and ZIP code) | | | | 6 Employ | /er representative to contact | |
| 11832 Bloomfield | | | | | | for representative to contact | |
| Santa Fe Springs, | | | | | Title: | | |
| 7. Type of establishn | nent (factory, mine, wholesaler, etc.) | 8. Identify princip | pal product | or service | 9. Numbe | er of workers employed | |
| Construction | | | | | | | |
| 10. Full name of party | y filing charge | I | | 11a. Tel. No. | | b. Cell No. | |
| (b) (6), (b) (7)(C) | | | | (b) (6), (b) (7)(| C) | (b) (6), (b) (7)(C) | |
| | | | | c. Fax No. | | d. e-Mail | |
| | filing charge (street, city, state and ZIP code., |) | | | | (b) (6), (b) (7)(C) | |
| (b) (6), (b) (7)(C |) | | | | | | |
| I declare that I have read th | 12. DECLARATION e above charge and that the statements therein are true | e to the best of my knowle | dge and belie | f. Tel. | No. (b) (6), (l | b) (7)(C) | |
| By (b) (6), (b) (7) | C) sentative or person making charge) (Print/ty | (b) (6), (b) (7)(C | | Cell | No. (b) (6), (l | b) (7)(C) | |
| | | Title: | onic e , il ally | Fax | | | |
| (b) (6), (b) | o) (7)(C) | | ate)_ ^{12/6/2019} | e-M | |), (b) (7)(C) | |
| | | (da | ale) | | | | |

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

FORM EXEMPT UNDER 44 U.S.C 3512

12/6/2019

Case 31-CB-253135

DO NOT WRITE IN THIS SPACE

Date Filed

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

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

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 | | 1 | DONOTY | VRITE IN THIS SPACE | | |
|---|--|--------------------------------------|--|--|--|--|
| | NATIONAL LABOR RELATIONS BOARD | | | Date filed | | |
| CHARGE AGAINST LABOR ORGANIZATIO AGENTS | Contraction of the local division of the loc | | se 31-CB-253294 | 12/11/2019 | | |
| INSTRUCTIONS: File an original of this charge with the | he NLRB Regiona | Direct | or of the region in whi | ch the alleged unfair labor practice | | |
| occurred or is occurring. 1. LABOR ORGANIZATION | OR ITS AGENTS | AGAINS | WHICH CHARGE IS BE | ROUGHT | | |
| a. Name | | | Union Representative t | | | |
| CWA Local 9400 | | | | | | |
| | | | Maurice Washingto | on, | | |
| | | | Local 9400 Preside | int | | |
| c. Address | 10 10 10 | d. | Tel. No. | e. Cell No. | | |
| 7844 Rosecrans Ave. | 7844 Rosecrans Ave. | | | | | |
| Paramount, CA 90723 | | f. | Fax No. | g. e-Mail | | |
| h. The above-named labor organization or its agents have 8(b), subsection(s) (1)(A) of the National Labor Relativithe meaning of the Act, or are unfair practices affectin 2. Basis of the Charge (set forth a clear and concise state Since at least (b) (6), (b) (7)(C) 2019, the above-(b) (6), (b) (7)(C) py conduct including failing and discriminatory, and in bad faith. | ons Act, and these g commerce within ement of the facts of named labor of | unfair la the mea constitution | bor practices are unfair aning of the Act and the ing the alleged unfair lai ation has failed and | practices affecting commerce within <u>Postal Reorganization Act.</u> bor practices) refused to represent | | |
| 3. Name of Employer | | 1.40 | Tel. No. | 4b. Cell No. | | |
| San Manuel Indian Bingo and Casino | | | 909-863-2270 x | 4D. Cell NO. | | |
| our manaer malan bingo and oasino | | | 604474 | | | |
| | | | Fax No. | 4d. e-Mail alopez01@sanmanuel.com | | |
| 5. Location of Plant involved (street, city, state, and ZIP of | code) | 6. | 6. Employer representative to contact | | | |
| 777 San Manuel Blvd Highland, CA 92346 | | | Alondra Lopez, Er | mployee Relations Specialist | | |
| 7. Type of Establishment (factory, mine, wholesaler) | 8. Principal proc | duct or s | ervice | 9. Number of Workers employed | | |
| Casino | entertainme | | | | | |
| 10(b) (6), (b) (7)(C) harge | | | a. Tel. No. | 11b Cell No (b) (6), (b) (7)(C) | | |
| (0)(0),(0)(1)(0) | | | none | (b)(b),(b)(7)(C) | | |
| _ | | 11 | c. Fax No. | 11d e-Mail | | |
| 5 | | | none | (b) (6), (b) (7)(C) | | |
| 11. Address of party filing charge (street, city, state, and 2 (b) (6), (b) (7)(C) | ZIP code) | | | | | |
| | 12. DECLAR | RATION | | 21 - 24 (1994) | | |
| I declare that I have read the above charge and | that the stateme | nts ther | ein are true to the bes | | | |
| (b) (6), (b) (7)(C) | | (1-) -(| 7)(0) | Tel No. | | |
| | (b) (6), (b) (6), (b) | , (D) (| 7)(C) | | | |
| By: | (b) (b), (b) | $\Gamma(T)(\mathbb{C})$ | | none | | |
| (signature of representative or person making charge) | Print/type | name ar | nd title or office, if any | ^C (b) (6), (b) (7)(C) | | |
| Address | | | Date: | Fax No. none | | |
| (b) (6), (b) (7)(C) | | | | | | |
| | | | | (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 | | Date Filed | | | | |
| | 31-CB-253315 | 12/12/2019 | | | | |

INSTRUCTIONS: F e an or g na w th NLRB Reg on a D rector for the reg on n wh ch the a eged unfar abor pract ce occurred or s occurr ng.

| 1. LABOR ORGANIZATION OR IT | IS AGENTS / | AGAINST WHICH CHARC | GE IS BRO | UGHT | | |
|---|-------------------------------|--------------------------------------|--|--------------------------|-------------------------|--|
| 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 | | | d. Tel. No (626) 732 | - | e. Cell No. | |
| Glendora, California 91740 | f. Fax. No. (626) 732-4707 | | | | | |
| | | | g. e-mail | | | |
| h. The above named abor organ zat on has engaged n and s enga | ag ng in unfa i | r abor pract ces w th n the | e mean ng c | of sect on 8(b) | and (st subsect ons) | |
| (1)(A) | | | | | nd these unfar abor | |
| pract ces are pract ces affect ng commerce with n the meaning of | f the Act, or th | nese unfa r abor pract ces | affect ng c | commerce w th | n the mean ng of | |
| the Act and the Posta Reorgan zat on Act. | | | | | | |
| 2. Basis of the Charge (set forth a clear and concise statement of the During the last 6 months, International Brotherhood of Tea coerced employees in the exercise of the rights guaranteed in | amsters, Loc | al 848, its agents and re | | | eatened, restrained, or | |
| | | | | | | |
| 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. | | | 6. Employer representative to contact Mark. M. Stubley | | | |
| Ventura, California 93003 | | | | | | |
| 7. Type of establishment (factory, mine, wholesaler, etc.) Gas Distributor | 8. Identify p Gas Distri | rincipal product or service butor | ce 9. Number of workers employed 18 | | | |
| 10. Full name of party filing charge Mark M. Stubley | | | | | | |
| 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.stubley@ogletre | ee.com | | | |
| 12. DECLARATION I declare that I have read the above charge and that the statements | | | | Tel. No. (864) 271-13 | 600 | |
| are true to the best of my knowled | 0 | n. M. Stubley, Esq. | | Cell No. | | |
| (signature of representative or person making charge) | (Print/type na | nme and title or office, if any) | | Fax No. | | |
| 300 N. Main St., Suite 500 Address Greenville, SC 29601 | | Date Dec. 12, 2019 | | e-mail mark.stubley | @ogletree.com | |
| | | | | | | |

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

FORM EXEMPT UNDER 44 U.S.C 3512

| FORM NLRB-508 | | | Y | | | EMP1 UNDER 44 0.3.0 351 | |
|--|-----------------------------|---------------------------|-----------------|------------------------------------|--------------------------------|------------------------------|--|
| (4-19) UNITED STATES OF AMERIC | | | | DO NOT | DO NOT WRITE IN THIS SPACE | | |
| NATIONAL LABOR RELATIONS BO CHARGE AGAINST LABOR ORGAN OR ITS AGENTS | | | Case 3 | 1-CC-25 | 3366 | Date Filed 12/16/2019 | |
| INSTRUCTIONS: File an original with NLRB Regional Director for t | he region in v | which the alle | ged unfair la | bor practice | occurred or is | occurring. | |
| 1. LABOR ORGANIZATION OR I | TS AGENTS | AGAINSTW | HICH CHAR | GE IS BRO | UGHT | | |
| a. Name United Food and Commercial Workers Union Locals 135, | 324, 770, 1 | 167, 1428 a | nd 1442 | Please se | | nt A, listing each | |
| | | | | Charged | Party's Addr | ess and Telephone No | |
| c. Address (Street, city, state, and ZIP code) Please see Attachment A, listing of each Charged Party's A | Address and | l Telephone | Number. | d. Tel. No. See Attachment A | | | |
| | | | | f. Fax, No |). | | |
| | | | | g. e-mail | | | |
| h. The above-named labor organization has engaged in and is eng 4(ii)(A) practices are 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 | of the Act, or t | these unfair la | of the Natio | nal Labor F s affecting c | telations Act, a commerce with | and these unfair labor | |
| See Attachment B, outlining the facts that form the basis of | f this Charg | e. | | | | | |
| 3. Name of Employer RALPHS GROCERY COMPANY | | 4a. Tel. No (310) 884- | | b. Cell No |). | c. Fax No. (310) 900-3463 | |
| | | d. e-mail leroy.west | moreland@ | ralphs.co | m | | |
| 5. Location of plant involved (street, city, state and ZIP code) 3410 West 3rd Street Los Angeles, CA 90020 | | | | 6. Employ | er representat | ive to contact | |
| 7. Type of establishment (factory, mine, wholesaler, etc.) Grocery | 8. Identify p Retail Gro | principal produ ocery | uct or service | 9 | 9. Number 10,000+ | of workers employed | |
| 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 80 | 903 | 11a. Tel. N (719)448- | | b. Cell No. C. Fax No. (719) 635-4 | | c. Fax No. (719) 635-4576 | |
| | | d. e-mail rdeeny@s | hermanhov | vard.com | | 11 | |
| 12. DECLARATION I declare that I have read the above charge | and that the | | | | Tel. No. (719) 448-40 |)16 | |
| are true to the best of my knowle | • | mond M. D | ecny | | Cell No. | | |
| (signature of representative of person making charge) | , | ame and title or | office, if any) | | Fax No. (719) 635-45 | 576 | |
| 90 S. Cascade Ave., Suite 1500, Colorado Springs Address 80903 | s, CO | Date Dec 16 | , 2019 | | e-mail rdeeny@she | rmanhoward.com | |
| WILL FUL FALSE STATEMENTS ON THIS CHARGE CAN BE | | | IMPRISON | | | E 18. SECTION 1001) | |

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

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(1) 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, the Locals renewed their unlawful threat and reiterated their intention to disregard their obligations under Section 8(b)(3) of the NLRA. Specifically, the Locals renewed their 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 \$(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.

| FORM NLRB-508 | |
|---------------|------------------------------|
| (4-19) | UNITED STATES OF AMERICA |
| | NATIONAL LABOR RELATIONS BOA |
| | CHARGE AGAINST LABOR ORGAN |
| | OR ITS AGENTS |
| | |

FORM EXEMPT UNDER 44 U.S.C 3

DO NOT WRITE IN THIS SPACE

| CHARGE AGAINST LABOR ORGA OR ITS AGENTS | | | Case 3 | 1-CB-25 | 3368 | Date Filed 12/16/2019 | | |
|--|-----------------------------|--|------------------------------|----------------------------|--|------------------------------|--|--|
| INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfa | | | | | 200 | | | |
| 1. LABOR ORGANIZATION OR | | | | | | | | |
| 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 N | | | |
| 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 Attac | | e. Cell No. | | |
| | | | | f. Fax. No | | | | |
| | | | | g. e-mail | | | | |
| h. The above-named labor organization has engaged in and is engaged (3) practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act. | of the Act, or t | hese unfair la | of the Natic bor practice | nal Labor Res affecting c | elations Act, a ommerce with | nd these unfair labor | | |
| 2. Basis of the Charge (set forth à clear and concise statement of See Attachment B, outlining the facts that form the basis of | of this Charg | e. | egeo unian | abor practic | | | | |
| 3. Name of Employer RALPHS GROCERY COMPANY | | 4a. Tel. No (310) 884- d. e-mail | | b. Cell No | | c. Fax No. (310) 900-3463 | | |
| | | | moreland@ | gralphs.cor | n | | | |
| 5. Location of plant involved (street, city, state and ZIP code) 3410 West 3rd Street Los Angeles, CA 90020 | | | 10 | 6. Employe | er representati | ve to contact | | |
| 7. Type of establishment (factory, mine, wholesaler, etc.) Grocery | 8. Identify p Retail Gro | principal produ Deery | uct or service | e | 9. Number o 10,000+ | of workers employed | | |
| 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 80 |)903 | | | | c. Fax No. (719) 635-4576 | | | |
| | | d. e-mail rdeeny@sl | hermanhov | vard.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. | | | | Tel. No. (719) 448-4016 | | | | |
| - Kang | Ray | mond M. D | ÷. | [| Cell No. | | | |
| (signature of representative or person making charge) | 100 | ame and title or | office, if any) | | Fax No. (719) 635-45 | 76 | | |
| 90 S. Cascade Ave., Suite 1500, Colorado Springs, CO Address 80903 Date Dec 16, 2019 | | | | | e-mail deeny@sher | manhoward.com | | |

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 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

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| UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD | | | | | | | |
|--|---------------------------------|--|----------------------------|---|----------------------------------|------------------------------|--|
| | | | DO NOT WRITE IN THIS SPACE | | | | |
| First Amended CHARGE AGAINST LABOR ORGANIZATION | | Case | 5 | | Date Filed | | |
| OR ITS AGENTS | | | | 31-CC-2 | | 12/17/2019 | |
| INSTRUCTIONS: File an original with NLRB Regional Director for | the region in | which the alleg | jed unfair la | bor practice | e occurred or is | s occurring. | |
| 1. LABOR ORGANIZATION OR | ITS AGENTS | AGAINST WH | IICH CHAR | GE IS BRO | UGHT | | |
| a. Name United Food and Commercial Workers Union Locals 135, 324, 770, 1167, 1428 and | | | nd 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 Nu | | | Number. | d. Tel. No. r. See Attachment A | | e, Celi No. | |
| | | | | f. Fax. No |). | I | |
| | | | | g. e-mail | | | |
| h. The above-named labor organization has engaged in and is engaged in and its engaged in | of the Act, or t | these unfair lat | of the Natio | nal Labor R affecting c | elations Acl, a commerce with | nd these unfair labor | |
| 2. Basis of the Charge (set forth a clear and concise statement of i See Attachment B, outlining the facts that form the basis of | the facts cons of this Charg | tituting the alle e. | ged unfair li | abor practic | es) | | |
| 3. Name of Employer RALPHS GROCERY COMPANY | | 4a. Tel. No. (310) 884-4 | 1040 | b. Cell No | | c. Fax No. (310) 900-3463 | |
| | | d. e-mail leroy.westm | noreland@ | ralphs.cor | | | |
| 5. Location of plant Involved (street, city, state and ZIP code) 3410 West 3rd Street Los Angeles, CA 90020 | | J | | 6. Employe | ər representati | ve lo contact | |
| 7. Type of establishment (factory, mine, wholesaler, etc.) Grocery | 8. Identify p Retail Gro | 8. Identify principal product or service Retail Grocery | | | 9. Number o 10,000+ | f workers employed | |
| 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) 448-4 | | b. Cell No. c. Fax No. (719) 635-4576 | | | |
| d. e-mail rdeeny@sherr | | | manhoward.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. | | | | | Tel. No. (719) 448-4016 | | |
| gener | Raymond M. Deeny | | | | Cell No. | | |
| (signature of representative or person making charge) (Print/type name and title or office, if any) 90 S. Cascade A.e., Suite 1500, Colorado Springs, CO Address 80903 Date Dec 17, 2019 | | | | Fax No. (719) 635-4576 | | | |
| | | | 2019 | e-mail rdeeny@shermanhoward.com | | nanhoward.com | |

Attachment A Address and Contact Information for Charged Parties

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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(1) 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, where 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 | | DO NOT WRITE IN THIS SPACE | | | | | |
|--|---------------------------------------|------------------------------------|---------------------------------|--|--|--|--|
| NATIONAL LABOR RELATIONS BOARD | | Case | Date filed | | | | |
| CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS | | 31-CB-253645 | 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 | | b. Union Representative to Contact | | | | | |
| SEIU | | Grizell Rodriguez | | | | | |
| | | Union Representativ | ve | | | | |
| 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 about prievance, and | failing to respond | to inquiries for informati | on for arbitrary or | | | | |
| discriminatory reasons or in bad faith. | | | | | | | |
| ,, | | | | | | | |
| 3. Name of Employer | | 4a. Tel. No. | 4b. Cell No. | | | | |
| Antelope Valley Hospital | 4a. 101. NO. | | | | | | |
| | 4c. Fax No. | 4d. e-Mail | | | | | |
| | | | | | | | |
| 5. Location of Plant involved (street, city, state, and ZIP of | 6. Employer representative to contact | | | | | | |
| 7. Type of Establishment (factory, mine, wholesaler) | 8. Principal product | or service | 9. Number of Workers employed | | | | |
| Hospital | Healthcare | | 71000 | | | | |
| 10. Full name of party filing charge | | 11a. Tel. No. | 11b. Cell No. | | | | |
| (b) (6), (b) (7)(C) | | (b) (6), (b) (7)(C) | | | | | |
| | | 11c. Fax No. | 11d e-Mail | | | | |
| | | , | (b) (6), (b) (7)(C) | | | | |
| | | | (0)(0),(0)(1)(0) | | | | |
| 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. | | | | | | | |
| | a that the statements | unerenn are true to the best | Tel No. | | | | |
| (b) (6), (b) (7)(C) | | | | | | | |
| | | | | | | | |
| | (b) (6), (b) (7) | (C) | | | | | |
| r person making charge) | Print/type nan | ne and title or office, if any | Cell No. (b) (6), (b) (7)(C) | | | | |
| | | Date: | Fax No. | | | | |
| (b) (6), (b) (7)(C) | | · | | | | | |
| | | 12/19/19 | (b) (6), (b) (7)(C) | | | | |
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