

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

**SPANISH BROADCASTING SYSTEM OF
CALIFORNIA, INC.**

and

**SCREEN ACTORS GUILD-AMERICAN
FEDERATION OF TELEVISION RADIO
ARTISTS (SAG-AFTRA)**

**Cases 31-CA-194930, 31-CA-194934
31-CA-194955, 31-CA-194957
31-CA-195480, 31-CA-196694**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND
NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 31-CA-194930, Case 31-CA-194934, Case 31-CA-194955, Case 31-CA-194957, Case 31-CA-194580, and Case 31-CA-196694, which are based on charges filed by Screen Actors Guild-American Federation of Television Radio Artists (SAG-AFTRA, Union, or Charging Party) against Spanish Broadcasting System of California, Inc. (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. The charges in the above cases were filed by the Charging Party, as set forth in the following table, and served upon the Respondent on the dates indicated by U.S. Mail:

Case No.	Amendment	Date Filed	Date Served
31-CA-194930	N/A	3/14/2017	3/16/2017

31-CA-194930	First Amended	3/24/2017	3/29/2017
31-CA-194930	Second Amended	9/6/2017	9/8/2017
31-CA-194934	N/A	3/13/2017	3/16/2017
31-CA-194955	N/A	3/14/2017	3/16/2017
31-CA-194955	First Amended	3/21/2017	3/24/2017
31-CA-194957	N/A	3/14/2017	3/16/2017
31-CA-194957	First Amended	3/21/2017	3/24/2017
31-CA-194957	Second Amended	5/5/2017	5/5/2017
31-CA-194957	Third Amended	9/6/2017	9/8/2017
31-CA-195480	N/A	3/21/2017	3/24/2017
31-CA-196694	N/A	4/11/2017	4/12/2017
31-CA-196694	First Amended	9/6/2017	9/8/2017

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Los Angeles, California (Respondent's facility), and has been engaged in the business of radio broadcasting.

(b) In conducting its operations annually, Respondent derived gross revenues in excess of \$100,000.

(c) In conducting its operations during the period of time described above in paragraph 2(b), Respondent provided services valued in excess of \$5,000 to customers located outside the State of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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

5. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

- Chris Carrillo - General Manager
- Juan Carlos Hidalgo - Vice President of Programming, Los Angeles
- Herbella Torres - Human Resources Business Manager
- Fabian Serrano - Morning Show Producer
- Juan Manuel Ramos - Manager Assistant

(b) At all material times, Respondent's Labor Consultant and Respondent's In-House Counsel have been an agents of Respondent within the meaning of Section 2(13) of the Act.

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

INCLUDED: All hosts, announcers, DJs, mixers, and other employees who regularly perform on-air services, for stations KLAX-FM and/or KXOL-FM, at or out of Employer's facility located at 10281 West Pico Blvd., Los Angeles, CA.

EXCLUDED: All other employees, managers, guards and supervisors as defined in the Act, as amended.

(b) On August 10, 2016, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

(c) At all times since August 10, 2016, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

7. Respondent, by Fabian Serrano:

(a) About December 2016, via telephone, threatened an employee with unspecified consequences because of the employee's involvement with the Union.

(b) About December 2016, via telephone, interrogated an employee about the employee's involvement with the Union.

8. Respondent, since about March 2, 2017, in a separation agreement with an employee, has maintained the following prohibition:

Employee ... agrees not to initiate any action, legal or otherwise, against Company or any successor or assign or any other employee, agent or representative of Company at any State, Federal Agency or relating to SAG-AFTRA (Union) relating to any matters discussed in negotiations between the parties. Employee will keep this Separation confidential and will not inform any party or the Union concerning this agreement indefinitely.

9. Respondent, by Chris Carrillo, about the dates and in the locations listed below, conditioned reaching severance agreements with employees on the employees' agreement to the following language:

Confidentiality. Employee will not disclose this Agreement or any of its terms or provisions to anyone other than his/her attorneys, accountant or financial advisor, or the immediate members of his/her family (i.e. spouse, siblings, mother or father), except as required by subpoena or otherwise by law or to enforce the Agreement.

(a) March 3, 2017, in Chris Carrillo's office;

(b) March 24, 2017 in Chris Carrillo's office;

(c) March 24, 2017 via e-mail.

10. (a) From about December 1, 2016, through March 2, 2017, Respondent: informed the Union that it would discharge employee Marlene Quinto the following day and later informed the Union that it would “wait on the terminations” of Quinto and another employee; informed Quinto that her numbers were not good and if she was discharged she would get nothing; bypassed the Union and dealt directly with Quinto to negotiate a separation agreement; and included in the separation agreement overbroad language set forth in paragraph 8 above that interfered with Quinto’s right to discuss the separation agreement the Union.

(b) About March 2, 2017, by the conduct described above in paragraph 10(a), Respondent caused the termination of its employee Marlene Quinto.

(c) Respondent engaged in the conduct described above in paragraphs 10(a)-(b) because the named employee of Respondent joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

11. (a) Between about April 2016 and early March 2017, Respondent’s employee Erika Garza engaged in concerted activities with other employees for the purposes of mutual aid and protection, by speaking with coworkers and vocally protesting to management about the Employer’s decision to cease paying on-air personalities for endorsing products and making appearances at remote events.

(b) About March 3, 2017, Respondent discharged its employee, Erika Garza.

(c) Respondent engaged in the conduct described above in paragraph 11(b) because Erika Garza engaged in the activity described above in paragraph 11(a); formed, joined and assisted the Union; and to discourage employees from engaging in these or other concerted activities.

12. (a) About March 24, 2017, Respondent discharged the employees named below:

- (i) Sandra Banuelos
- (ii) Gerardo Cardoso
- (iii) Felix Castillo
- (iv) Abraham Chavez
- (v) Anthony Mora
- (vi) Ana Ramirez

(b) Respondent engaged in the conduct described above in paragraphs 12(a)(i), 12(a)(iii), 12(a)(v), and 12(a)(vi) because Sandra Banuelos, Felix Castillo, Anthony Mora, and Ana Ramirez formed, joined and/or assisted the Union and to discourage employees from engaging in these activities.

(c) Respondent engaged in the conduct described above in paragraphs 10(b), 11(b), and 12(a) because employees formed, joined and/or assisted the Union and to discourage employees from engaging in these activities.

13. (a) Respondent exercised discretion in imposing the discipline described above in paragraphs 11(b) and 12(a).

(b) The subjects set forth above in paragraphs 11(b) and 12(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining

(c) Respondent engaged in the conduct described above in paragraphs 11(b) and 12(a) without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

14. (a) About December 1, 2016, Respondent unilaterally changed its health insurance provider from United Healthcare to Aetna.

(b) The subject set forth above in paragraph 14(a) relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 14(a) without prior notice to the Union and without affording the Union an opportunity to bargain to an overall good faith impasse with Respondent with respect to this conduct.

15. From about early January 2017 to March 2, 2017, Respondent, by Juan Carlos Hidalgo, in his office and via e-mail, bypassed the Union and dealt directly with an employee in the Unit by negotiating an individual separation agreement with the employee.

16. Respondent, by Chris Carrillo and Herbella Torres, bypassed the Union and dealt directly with its employees in the Unit by soliciting employees to enter individual severance agreements about the dates and at the locations described below:

(a) March 3, 2017 in Chris Carrillo's Office;

(b) March 24, 2017 in Chris Carrillo's office;

(c) March 24, 2017 via email.

17. (a) The Union has requested that Respondent furnish the Union with the following information about the dates and in the manner set forth in the chart below:

	Date Union Requested	Type of Request	Information Requested
(i)	August 16, 2016	Written	<ul style="list-style-type: none"> • Copy of all documents relating to Employer's costs to provide health care to unit employees for 2015 and 2016, including but not limited to the premium amounts for health coverage due by the employee and premium payments due by the employer. • Documents reflecting job descriptions for all SBS, KLAX and KXOL employee job classifications. • Accounting of fees, including but not limited to endorsement fees, remote fees, personal appearance fees, paid to unit members in each month of 2016. • Accounting of weekly wages paid to each unit member in 2016. • Copy of each unit member's weekly schedule for 2016.
(ii)	September 13, 2016	Oral	<ul style="list-style-type: none"> • Accurate accounting of accruals, sick leave, vacation, method of sick time for part-timers. • Life insurance policy for travelling.
(iii)	November 7, 2016	Oral	<ul style="list-style-type: none"> • Copy of notice for last open enrollment period of health insurance. • Copy of notice to 401(k) and health to every part-time employee. • Part time hours needed to be eligible for health insurance.
(iv)	February 6, 2017	Oral	<ul style="list-style-type: none"> • Documents sent to employees regarding new health plan change. • Documents sent to new employees who became eligible for the health insurance. • Documents about cell phone reimbursement policy. • History of rates for Exempt Employees
(v)	March 3, 2017	Oral	<ul style="list-style-type: none"> • Show connection to poor ratings for each individual terminated
(vi)	March 15, 2017	Written	<ul style="list-style-type: none"> • For the morning show entitled "El Vacilon de la Manana," weekly ratings since February 5, 2016 through March 8, 2017 for each demographic group, including but not limited to ages 18-34, 18-49 and 25-59 for

			<p>each gender.</p> <ul style="list-style-type: none"> • For Felix Castillo <ul style="list-style-type: none"> (1) Describe Castillo's duties and responsibilities in connection with the morning show since 2/5/16 (2) Describe Castillo's duties and responsibilities in connection with any other programming at KLAX, including but not limited to traffic segments since 2/5/16 • For Gerardo Castillo <ul style="list-style-type: none"> (1) Describe Cardoso's duties and responsibilities in connection with the morning show since 2/5/16 (2) Describe Cardoso's duties and responsibilities in connection with any other programming at KLAX (3) Company's basis for classifying Cardoso as an exempt employee (4) Complete record of all hours worked by Cardoso in 2016 • For Ana Ramirez <ul style="list-style-type: none"> (1) Describe Ramirez's duties and responsibilities in connection with the morning show since 2/5/16 (2) Describe Ramirez's duties and responsibilities in connection with any other programming at KLAX since 2/5/16 • For Abraham Chavez <ul style="list-style-type: none"> (1) Describe Chavez's duties and responsibilities in connection with the morning show since 2/5/16 (2) Describe Chavez's duties and responsibilities in connection with any other programming at KLAX since 2/5/16 (3) Company's basis for classifying Chavez as an exempt employee (4) Complete record of all hours worked by Chavez in 2016 (5) Describe Chavez's duties and responsibilities in connection with any other programming at KLAX during his various tenures with SBS • For Sandra Banuelos
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			<ul style="list-style-type: none"> (1) Describe Banuelos' duties and responsibilities in connection with the morning show since 2/5/16 (2) Describe Banuelos' duties and responsibilities in connection with any other programming at KLAX and KXOL since 2/5/16 (3) Breakdown of number of hours worked by Banuelos for each year of her employment • For Anthony Mora <ul style="list-style-type: none"> (1) Describe Mora's duties and responsibilities in connection with the morning show since 2/5/16 (2) Describe Mora's duties and responsibilities in connection with any other programming at KLAX and KXOL since 2/5/16 (3) Breakdown of number of hours worked by Mora for each year of his employment • For each of the above employees <ul style="list-style-type: none"> (1) Documents supporting Employer's contention that Employee's terminations were due to poor ratings (2) Weekly ratings for one year prior to 2/5/16 for each demographic group, including but not limited to ages 18-34, 18-49 and 25-59 for each gender
(vii)	April 11, 2017	Written	<ul style="list-style-type: none"> • Ratings information for every show, on-air personality and/or time segment at both La Raza and Mega. This includes the following La Raza shows/personalities/time segments: <i>Alberto Cortez "El Terrible" (Monday-Friday 6:00 a.m. to 10:00 a.m.), Beto Diaz "El Chikilin" (Monday-Friday 11 a.m. to 3 p.m.), "La Cabina Activada" (Monday-Friday 3:00 p.m. to 7 p.m.), Gerardo Tello "El Carnalillo" (Monday-Friday 7:00 p.m. to 12:00 a.m.), and Gilberto Nacio "El Compa Gil" (weekends).</i> This also includes the following shows/personalities/time segments at Mega: <i>Melissa Rios "La Popis" and Ernesto Martinez "Smoochy" (Monday-Friday 6:00 a.m. to 10:00 a.m.), Sandra Pena (Monday-Friday 10:00 a.m.</i>

			<p>to 3:00 p.m.), DJ Eddie One (Monday-Friday 3:00 p.m. to 7:00 p.m.), "Yoli" (Monday-Friday 7:00 p.m. to 12:00 a.m.), Alex Perez (Monday-Friday 12:00 a.m. to 5:00 a.m.), DJ Leo (Friday 12:00 a.m. to 3:00 p.m., and Saturday 12:00 a.m. to 3:00 a.m.), Cynthia Salinas (Sunday 12:00 p.m. to 6:00 p.m.), DJ Irony (no time specified), DJ Hife (no time specified), DJ Lenny G (no time specified), DJ Tony AM (no time specified).</p> <ul style="list-style-type: none"> (1) Weekly ratings since 2/5/16, through March 8, 2017, for each demographic group, including but not limited to ages 18-34, 18-49, and 25-59 for each gender (2) Weekly ratings for one year prior to February 5, 2016 for each demographic group, including but not limited to ages 18-34, 18-49 and 25-59 for each gender (3) Monthly ratings for one year prior to 2/5/16 for each demographic group, including but not limited to ages 18-34, 18-49 and 25-59 for each gender <ul style="list-style-type: none"> • Ratings information for the new morning show which has replaced "El Vacilon de la Manana," hosted by on-air talent brought in from Chicago. This rating information shall include all markets where this show was simulcast, including but not limited to the Los Angeles market, the Chicago market, and the San Francisco market. Specifically: <ul style="list-style-type: none"> (1) Weekly ratings since 2/5/16, through 3/8/17, for each demographic group, including but not limited to ages 18-34, 18-49, and 25-59 for each gender (2) Weekly ratings for one year prior to 2/5/16 for each demographic group, including but not limited to ages 18-34, 18-49 and 25-59 for each gender (3) Monthly ratings since 2/5/16, through 3/8/17, for each demographic group, including but not limited to ages 18-35, 18-49, and 25-59 for each gender • All communications and correspondence, including emails, between any representative of
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			<p>Spanish Broadcasting System, Inc., and the on-air talent - including but not limited to Kimberly Yanez, Alberton Cortez, and Juan Orta - for the new morning show, which has replaced "El Vacilon de la Manana," regarding the replacement of said show and the anticipated move to the Los Angeles market.</p> <ul style="list-style-type: none"> • All personal service contracts or other employment agreements between any representative of Spanish Broadcasting System, Inc. and the on-air talent for the new morning show, including but not limited to Kimberly Yanez, Alberton Cortez, and Juan Orta. • All documents showing the criteria used in deciding to hire the on-air talent for the new morning show which has replaced "El Vacilon de la Manana."
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(b) The information requested by the Union, as described above in paragraph 17(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about August 16, 2016, Respondent, by its In-House Counsel, has failed and refused to furnish the Union with the information requested by it as described in paragraph 17(a)(i) above.

(d) Respondent, by its Labor Consultant, has failed and refused to furnish the Union with the information requested by it, as described above in paragraphs 17(a)(ii)-(iv), since about the dates set out in the date column for each of the corresponding rows in the chart.

18. (a) The Union has requested that Respondent furnish the Union with the following information about the dates and in the manner set forth in the chart below:

	Date Requested	Type of Request	Information Requested	Date Provided
(i)	August 16, 2016	Written	Copy of documents relating to Employer's 401(k)	November 8, 2016

(ii)	January 23, 2017	Oral	Copy of notification for change to health insurance	July 14, 2017
(iii)	March 15, 2017	Written	For the morning show entitled "El Vacilon de la Manana," monthly ratings since February 5, 2016 through March 8, 2017 for each demographic group, including but not limited to ages 18-34, 18-49 and 25-59 for each gender.	June 15, 2017
(iv)	March 15, 2017	Written	<ul style="list-style-type: none"> • For Felix Castillo <ol style="list-style-type: none"> (1) Weekly breakdown of payments made in 2016 and in 2017 by or on behalf of SBS (2) Breakdown of reimbursements paid in 2016 and 2017 • For Gerardo Cardoso <ol style="list-style-type: none"> (1) Weekly breakdown of payments made in 2016 and in 2017 by or on behalf of SBS (2) Breakdown of reimbursements paid in 2016 and 2017 (3) Breakdown of all other payments made during various tenures with SBS • For Ana Ramirez <ol style="list-style-type: none"> (1) Weekly breakdown of payments made in 2016 and in 2017 by or on behalf of SBS (2) Breakdown of reimbursements paid in 2016 and 2017 • For Abraham Chavez <ol style="list-style-type: none"> (1) Weekly breakdown of payments made in 2016 	June 16, 2017

			<p>and in 2017 by or on behalf of SBS</p> <p>(2) Breakdown of reimbursements paid in 2016 and 2017</p> <p>(3) Breakdown of all other payments made during various tenures with SBS</p> <ul style="list-style-type: none"> • For Sandra Banuelos <ul style="list-style-type: none"> (1) Weekly breakdown of payments made in 2016 and in 2017 by or on behalf of SBS (2) Breakdown of reimbursements paid in 2016 and 2017 • For Anthony Mora <ul style="list-style-type: none"> (1) Weekly breakdown of payments made in 2016 and in 2017 by or on behalf of SBS (2) Breakdown of reimbursements paid in 2016 and 2017 	
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(b) The information requested by the Union, as described above in paragraph 18(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) From about the dates set forth in the Date Requested Column to about the dates set forth in the Date Provided column, Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraphs 18(a) (i) – (iv).

19. (a) At various times from about September 13, 2016 through the present, Respondent and the Union met for the purposes of negotiating an initial collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

(b) During the period described above in paragraph 19(a), Respondent bargained with no intention of reaching agreement (surface bargaining); insisted upon proposals that were predictably unacceptable to the Union; engaged in dilatory tactics such as leaving early, taking phone calls during negotiations, and insisting on reviewing previously agreed upon items at the beginning of meetings; refused to provide information necessary to bargaining; made unilateral changes to employee healthcare plans; engaged in direct dealing with Unit employees; and discharged approximately one third of the Unit employees.

(c) By its overall conduct, including the conduct described above in paragraphs 8 through 18 and 19(b), Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit.

20. By the conduct described above in paragraphs 7 through 9, and 11, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

21. By the conduct described above in paragraphs 10 through 12, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

22. By the conduct described above in paragraphs 13 through 19, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 7 through 19, the General Counsel seeks and Order requiring Respondent to:

(i) At a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative Vice President of Programming for Los Angeles, Juan Carlos Hidalgo, read the notice to the employees on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 5.

(ii) Reimburse the Union for all costs and expenses incurred by them in the preparation and conduct of collective-bargaining negotiations subsequent to September 26, 2017.

(iii) Bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit.

(iv) Bargain on request in accordance with a bargaining schedule of at least 24 hours per calendar month (pro-rated during the month a Board Order issues) for at least six hours per session, or in accordance with another schedule mutually agreed to by the parties in writing, until a complete collective bargaining agreement, embodied in a signed agreement, or good faith impasse in negotiations is reached.

(v) Make the named discriminatees whole, including reimbursing them for reasonable consequential damages incurred by them as a result of the Respondent's unlawful conduct.

(vi) The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before October 19, 2017, or postmarked on or before October 18, 2017.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

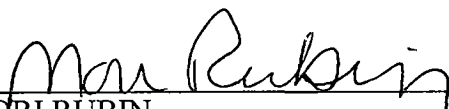
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules

and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **December 11, 2017, 1 pm** at **11500 W. Olympic Blvd., Suite 600, Los Angeles, CA 90064**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: October 5, 2017



MORI RUBIN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 31
11500 W Olympic Blvd Ste 600
Los Angeles, CA 90064-1753

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 31-CA-194930, 31-CA-194934, 31-CA-194955, 31-CA-194957, 31-CA-195480, 31-CA-196694

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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Rudnick and Associates
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Julie Gutman Dickinson, Attorney
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Spanish Broadcasting System, Inc.
10281 West Pico Blvd.
Los Angeles, CA 90064

Anna Calderon, National Director
Screen Actors Guild-American Federation of
Television Radio Artists (SAG-AFTRA)
5757 Wilshire Ave., 7th Floor
Los Angeles, CA 90036

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.