Ampersand Publishing, LLC d/b/a Santa Barbara News-Press *and* Graphics Communications Conference. Cases 31–CA–029759, 31–CA–030202, 31–CA–062523, 31–CA–067707, 31–CA–080330, 31–CA–132040, 31–CA–135595, and 31–CA–136247

January 28, 2026

DECISION AND ORDER

BY MEMBERS PROUTY, MURPHY, AND MAYER

The General Counsel seeks a default judgment in this case pursuant to the terms of an informal settlement agreement. Graphics Communications Conference (the Union) filed a charge in Case 31–CA–029759 on June 7, 2010; a charge in Case 31–CA–030202 on May 5, 2011; a charge in Case 31–CA–062523 on August 9, 2011; a charge and amended charges in Case 31–CA–067707 on October 27, 2011, December 14, 2011, and January 25, 2012; a charge in Case 31–CA–080330 on May 3, 2012; a charge in Case 31–CA–132040 on July 1, 2014; a charge in Case 31–CA–135595 on August 27, 2014; and a charge in Case 31–CA–136247 on September 5, 2014. The charges allege that Ampersand Publishing, LLC d/b/a Santa Barbara News-Press (the Respondent) violated Section 8(a)(5) and (1) of the Act.

The Respondent and the Union subsequently entered into a bilateral informal settlement agreement, which the Regional Director for Region 31 approved on March 19, 2018. The settlement agreement provided that the Respondent would, among other things: make whole the employees who were laid off and make whole employees who were affected by the Respondent's unilateral changes to employees' wages and benefits and the reassignment of unit work; rescind changes to employees' benefits upon request; bargain over the Respondent's cell phone policy; and produce documents necessary for the Region to determine the backpay owed. The settlement agreement also contained the following provision:

> Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.
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> The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Third Consolidated Complaint previously issued on April 28, 2017, in the instant cases as modified by the Order Severing Cases, Approving Withdrawal of Charge, and Dismissing Portion of Consolidated Complaint, issued on December 19, 2017. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

After repeated attempts by the Region to solicit compliance between 2018 and 2020, on June 2, 2020, the Regional Director issued a letter to the Respondent stating that the Respondent was not in compliance with the 2018 Settlement Agreement. The letter gave the Respondent 14 days to submit evidence that it was in compliance with the terms of the 2018 Settlement Agreement. The letter further stated that if the Respondent did not establish compliance with the 2018 Settlement Agreement within 14 days, the Regional Director would reissue the Complaint and immediately file a Motion for Default Judgment with the Board. The Respondent failed to comply.[1]

[1] The General Counsel's motion indicates that on July 21, 2023, the Respondent filed a petition for Chapter 7 bankruptcy in the United States Bankruptcy Court for the Central District of California, Case Number 9:23-bk-10601-RC. On September 14, 2023, the General Counsel filed a Proof of Claim in the Respondent's bankruptcy proceeding and filed an amended Proof of Claim on January 17, 2024. It is well established, however, that the institution of bankruptcy proceedings does not deprive the Board of jurisdiction or authority to entertain and process an unfair labor practice case to its final disposition. See, e.g., *Cardinal Services*, 295 NLRB 933, 933 fn. 2 (1989), and cases cited there. Board

On September 19, 2024, the Regional Director issued another letter to the Respondent informing the Respondent that it was not in compliance with the 2018 Settlement Agreement. The Regional Director's letter indicated that the Respondent had 14 days to provide evidence that it was in compliance with the 2018 Settlement Agreement, or to come into compliance with the 2018 Settlement Agreement. The letter further stated that if the Respondent failed to establish compliance with the 2018 Settlement Agreement within 14 days, the Regional Director would reissue the complaint and immediately file a Motion for Default Judgment with the Board. The Respondent failed to comply.

Accordingly, pursuant to the terms of the noncompliance provisions of the agreement, on November 5, 2024, the Regional Director reissued the complaint. On November 6, 2024, the General Counsel filed a Motion for Default Judgment with the Board requesting that the Board issue a Decision and Order against the Respondent containing findings of fact and conclusions of law based on the allegations in the complaint. On November 21, 2024, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent did not file a response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to comply with the terms of the settlement agreement. Consequently, pursuant to the noncompliance provisions of the settlement agreement set forth above, we find that all of the allegations of the complaint are true.[2] Accordingly, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the National Labor Relations Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a limited liability company with an office and place of business in Santa Barbara, California and has been engaged in the publication of *Santa Barbara News-Press*, a daily newspaper. Since the calendar year ending December 2008, the Respondent has annually derived gross revenues in excess of $200,000, held membership in or subscribed to an interstate news service, the *Associated Press*, and advertised nationally sold products, including AT&T. Since the calendar year ending December 2008, the Respondent has annually purchased and received at its Santa Barbara facility goods, supplies, and materials valued in excess of $5000 directly from suppliers located outside of the State of California.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, Don Katich held the position of the Respondent's Director of News Operations and has been a supervisor of the Respondent within the meaning of Section 2(11) of the Act and/or an agent of the Respondent within the meaning of Section 2(13) of the Act.

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

> All full-time and regular part-time employees in the news department, including writers, reporters, copy editors, photographers, and graphic artists employed at the Employer's Anacapa Street facility located in Santa Barbara, California, but excluding all other employees, guards, confidential employees, supervisors as defined in the Act, as amended, and writers and editors engaged primarily in working on the opinion editorial pages.

(a) On August 16, 2007, the Union was certified as the exclusive collective-bargaining representative of the unit.

(b) At all times since August 16, 2007, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

3. Since about December 2009 or January 2010, the Respondent failed to grant its employees a merit increase in recognition of work performance during 2009.

4. Since about December 2011 or January 2012, the Respondent failed to grant its employees a merit increase in recognition of work performance during 2011.

5. In or about November 2009 through January 2010, the Respondent failed to conduct employee performance evaluations of 2009 performance for its unit employees in accordance with the Respondent's past practice.

6. In or about November 2010 through January 2011, the Respondent failed to conduct employee performance evaluations of 2010 performance for its unit employees in accordance with the Respondent's past practice.

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proceedings fall within the exception to the automatic stay provisions for proceedings by a governmental unit to enforce its police or regulatory powers. See id. and cases cited there; *NLRB v. 15th Avenue Iron Works, Inc.*, 964 F.2d 1336 (2d Cir. 1992). Accord *Ahrens Aircraft, Inc. v. NLRB*, 703 F.2d 23 (1st Cir. 1983).

[2] See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

7. About June 2011, the Respondent transferred unit work to a nonunit individual.

8. About February 19, 2011, the Respondent implemented changes in health insurance benefits and costs.

9. Since about June 30, 2011, the Union has requested in writing that the Respondent furnish the Union with the following information: signed and dated employee performance evaluation forms for 2010 performance.

(a) The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

(b) About February 8 or 9, 2012, the Respondent provided the Union with some signed cards and dated employee performance evaluation forms responsive to the Union's June 30, 2011 information request.

(c) Since about June 30, 2011, the Respondent has failed and refused to furnish the Union with the remainder of the information requested by it as described above.

(d) From about June 30, 2011, to about February 8, 2012, the Respondent unreasonably delayed in furnishing the union with the information requested by it as described above.

10. In about June 2014, the Respondent changed the employees' healthcare plan from Blue Cross to Health Net which resulted in changes in benefits and costs.

11. In about July 2014, the Respondent ceased offering a life insurance plan at no cost to employees.

12. In about July 2014, the Respondent ceased offering a disability insurance plan at no cost to employees.

13. In about June 2014, the Respondent changed its cell phone policy.

14. About the dates set forth opposite their names, the Respondent laid off the unit employees named below:

James Cheng	-	August 4, 2014
John Schroeter	-	August 4, 2014
Tony Sin	-	August 4, 2014
Thomas De Walt	-	August 22, 2014

15. The subjects set forth above in paragraphs 3 through 8 and 10 through 14 relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining.

16. The Respondent engaged in the conduct described above in paragraphs 3 through 8 and 10 through 14 without prior notice to the Union and without affording the Union an opportunity to bargain with the Respondent with respect to this conduct and/or the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for a collective-bargaining agreement.

CONCLUSION OF LAW

By the conduct described above in paragraphs 3 through 16, the Respondent has been failing and refusing to recognize and bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by laying off unit employees James Cheng, John Schroeter, Tony Sin, and Thomas De Walt, without affording the Union notice or an opportunity to bargain, we shall order the Respondent to reinstate Cheng, Schroeter, Sin, and De Walt, and to make them whole, with interest, for any loss of earnings and other benefits suffered as a result of their layoffs. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with our decision in *Thryv, Inc.*, 372 NLRB No. 22 (2022), enf. denied on other grounds 102 F.4th 727 (5th Cir. 2024), the Respondent shall also compensate Cheng, Schroeter, Sin, and De Walt for any other direct or foreseeable pecuniary harms incurred as a result of the layoffs, including reasonable search-for-work and interim employment expenses, if any, regardless of whether these expenses exceed interim earnings.[3] Compensation for these harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

Having found that the Respondent has violated Section 8(a)(5) and (1) by making unilateral changes to the terms and conditions of employment of bargaining unit employees, we shall order the Respondent to rescind those changes upon request. We shall also order the Respondent to make the unit employees whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, they may have suffered as a result of the

[3] In the absence of a three-member majority to overrule *Thryv*, Members Murphy and Mayer agree to apply that case as extant precedent. See *Lodi Volunteer Ambulance Rescue Squad, Inc.*, 374 NLRB No. 26, slip op. at 3 fn. 3 (2026).

Respondent's unlawful conduct, in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

We shall also order the Respondent to compensate unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards and file with the Regional Director for Region 31, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee, in accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). In addition to the backpay allocation report, we shall order the Respondent to file with the Regional Director for Region 31 a copy of each backpay recipient's corresponding W-2 forms reflecting the backpay awards. *Cascade Containerboard Packaging—Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021).

Further, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with requested information that is necessary for and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the unit employees, we shall order the Respondent to furnish the Union with the information that it requested on June 30, 2011, to the extent it has not already done so.[4]

ORDER

The National Labor Relations Board orders that the Respondent, Ampersand Publishing, LLC d/b/a Santa Barbara News-Press, Santa Barbara, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Laying off unit employees without prior notice to the Union and without affording the Union an opportunity to bargain with the Respondent with respect to this conduct and the effects of this conduct.

(b) Failing and refusing to bargain in good faith with Graphics Communications Conference (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(c) Unilaterally changing the terms and conditions of employment of its unit employees, including failing to grant merit pay increases, changing its performance evaluation practice, transferring unit work to a nonunit individual, changing employees' health insurance, life insurance, and disability insurance benefits and costs, and changing the cell phone policy, without first notifying the Union and giving it an opportunity to bargain.

(d) Refusing to bargain collectively with the Union by failing and refusing to furnish and/or by unreasonably delaying in furnishing it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Within 14 days from the date of this Order, offer James Cheng, John Schroeter, Tony Sin, and Thomas DeWalt full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(b) Make James Cheng, John Schroeter, Tony Sin, and Thomas DeWalt whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the layoff in the manner set forth in the remedy section of the decision.

(c) Within 14 days from the date of this Order, remove from its files all references to the decision to lay off James Cheng, John Schroeter, Tony Sin, and Thomas DeWalt, and, within 3 days thereafter, notify them in writing that this has been done and that their layoffs will not be used against them in any way.

(d) Before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following bargaining unit:

> All full-time and regular part-time employees in the news department, including writers, reporters, copy editors, photographers, and graphic artists employed at the Employer's Anacapa Street facility located in Santa Barbara, California, but excluding all other employees, guards, confidential employees, supervisors as defined in the Act, as amended, and writers and editors engaged primarily in working on the opinion editorial pages.

(e) On request by the Union, rescind the changes in terms and conditions of employment for its unit employees that were unilaterally implemented, including the failure to grant merit pay raises, the changes to the performance evaluation practice, the transfer of unit work to nonunit individuals, the changes to health insurance, life

[4] In addition to these remedies, Member Prouty would grant the General Counsel's request for a notice reading for the reasons stated in his concurrence in *CP Anchorage Hotel 2 d/b/a Hilton Anchorage*, 371 NLRB No. 151 (2022), enfd. 98 F.4th 314 (D.C. Cir. 2024).

insurance and disability insurance benefits and costs, and the changes to the cell phone policy.

(f) Make unit employees whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of its failure to grant merit pay increases in connection with calendar years 2009 and 2011 and changes to the performance evaluation practice in connection with calendar years 2009 and 2010, as set forth in the remedy section of this decision.

(g) Make unit employees whole for any loss of earnings or other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the Respondent's unilateral transfer of unit work to nonunit individuals, as set forth in the remedy section of this decision.

(h) Make unit employees whole for losses and for any other direct or foreseeable pecuniary harms suffered as a result of the changes the Respondent made to health insurance, life insurance, and disability insurance benefits and costs, as set forth in the remedy section of this decision.

(i) Compensate all affected unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 31, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

(j) File with the Regional Director for Region 31, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W-2 forms reflecting the backpay award.

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

(l) Furnish to the Union in a timely manner the information requested by the Union on June 30, 2011, to the extent it has not already done so.

(m) Post at its facility in Santa Barbara, California, copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 31, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since December 2009.

(n) Within 21 days after service by the Region, file with the Regional Director for Region 31 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. January 28, 2026

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David M. Prouty, Member

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James R. Murphy, Member

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Scott A. Mayer, Member

[5] If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notice must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted within 14 days after the facility reopens and a substantial complement of employees has returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

Graphic Communications Conference, International Brotherhood of Teamsters (the Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

All full-time and regular part-time employees in the news department, including writers, reporters, copy editors, photographers, and graphic artists employed by us at our Anacapa Street facility located in Santa Barbara, California, but excluding all other employees, guards, confidential employees, supervisors as defined in the Act, as amended, and writers and editors engaged primarily in working on the opinion editorial pages.

WE WILL NOT lay off unit employees without providing the Union notice and an opportunity to bargain about these decisions and their effects.

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

WE WILL NOT unilaterally change terms and conditions of employment of unit employees, including by failing to grant merit pay increases, changing our performance evaluation practice, transferring unit work to nonunit individuals, changing health insurance, life insurance and disability insurance benefits and costs, and changing our cell phone policy, without providing the Union notice and an opportunity to bargain about the change and its effects.

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

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

WE WILL, within 14 days from the date of the Board's Order, offer James Cheng, John Schroeter, Tony Sin, and Thomas DeWalt full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make James Cheng, John Schroeter, Tony Sin, and Thomas DeWalt whole for any loss of earning and other benefits resulting from their layoff, less any net interim earnings, plus interest, and WE WILL also make such employees whole for any other direct or foreseeable pecuniary harms suffered as a result of the unlawful layoff, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful layoffs of James Cheng, John Schroeter, Tony Sin and Thomas DeWalt, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that their layoffs will not be used against them in any way.

WE WILL, before implementing any changes in wages, hours, and other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL, on request by the Union, rescind the changes we made to our merit pay increases and performance evaluation practice and WE WILL make our unit employees whole for any losses of earnings and other benefits any for any other direct or foreseeable pecuniary harms resulting from our failure to grant merit pay increases in connection with calendar years 2009 and 2011 and changes to our performance evaluation practice in connection with calendar years 2009 and 2010, plus interest.

WE WILL, on request by the Union, rescind the transfer of unit work to nonunit individuals, and WE WILL make unit employees whole for any loss of earnings or other benefits any for any other direct or foreseeable pecuniary harms resulting from our unilateral transfer of unit work to nonunit individuals, plus interest.

WE WILL, on request by the Union, rescind changes we made to unit employees' health insurance, life insurance, and disability insurance benefits and costs and WE WILL

make unit employees whole for losses and for any other direct or foreseeable pecuniary harms suffered as a result of changes we made to your insurance benefits and costs, plus interest.

WE WILL, on request by the Union, rescind changes we made to our cell phone policy.

WE WILL furnish to the Union in a timely manner the information requested by the Union on June 30, 2011, to the extent that we have not already done so.

WE WILL compensate affected unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 31, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each affected employee.

WE WILL file with the Regional Director for Region 31, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W-2 forms reflecting the backpay award.

AMPERSAND PUBLISHING, LLC D/B/A SANTA BARBARA NEWS-PRESS

The Board's decision can be found at https://www.nlrb.gov/case/31-CA-029759 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.