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Vibe Consulting, LLC and Diana Alexandra Flores-Vasquez and Joanna Joy Brucelas. Cases 07-CA-300342 and 07-CA-300379

January 30, 2026

DECISION AND ORDER

BY MEMBERS PROUTY, MURPHY, AND MAYER

The General Counsel¹ seeks a default judgment in this case on the ground that Vibe Consulting, LLC (the Respondent) has failed to file an answer to the complaint. Upon a charge filed by Diana Alexandra Flores-Vasquez on July 19, 2022, and a charge filed by Joanna Joy Brucelas on July 21, 2022, the Regional Director for Region 7 issued an order consolidating cases, consolidated complaint, and notice of hearing on September 11, 2025, against the Respondent, alleging that it has violated Section 8(a)(1) of the Act. The Respondent failed to file an answer.

On December 9, 2025,² the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On December 11, Chief Administrative Law Judge Robert A. Giannasi, acting pursuant to Section 102.179 of the Board's Rules and Regulations, issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively states that unless an answer is received on or before September 25, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated September 30, notified the Respondent that unless an answer was received by October 14, a motion for default judgment would be filed. The undisputed allegations in the General Counsel's motion further indicate that, by letter dated November 20, the Region extended the Respondent's deadline to file an answer to November 26, due to the tolling

of deadlines during the government shutdown. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations of the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a domestic limited liability company with an office and place of business in Inkster, Michigan (Inkster facility) and has been engaged in the operation of a recreational cannabis dispensary.

In conducting its operations during the calendar year ending December 31, 2024, the Respondent derived gross revenue in excess of \$500,000. During that period, the Respondent purchased and received at its Inkster facility products, goods, and materials valued in excess of \$5000 directly from points outside the State of Michigan.

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

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, Samantha Bevins held the position of the Respondent's owner and principal officer and has been a supervisor within the meaning of Section 2(11) of the Act and a agent of the Respondent within the meaning of Section 2(13) of the Act.

2. About June 16, 2022, the Respondent, by Samantha Bevins, via text message, threatened its employees with more onerous working conditions if employees engage in protected, concerted activity, including protesting changes to the Respondent's break policy.

CONCLUSION OF LAW

By the conduct described above in paragraph 2, the 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. 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

¹ Although this case spans the transition from then-Acting General Counsel William B. Cowen to now General Counsel Crystal S. Carey, for simplicity, we use the term General Counsel throughout.

² All dates are in 2025 unless otherwise indicated.

effectuate the policies of the Act. Specifically, we shall order the Respondent to post a Notice to Employees in the Respondent's facility in all places where notices to employees are customarily posted and to electronically distribute the notice to employees by all methods that the Respondent customarily uses to communicate with its employees.

In *Danbury Ambulance*, 369 NLRB No. 68, slip op. at 3 (2020), the Board implemented "a temporary change in [its] standard notice-posting remedy to adapt to the ongoing Coronavirus pandemic." It suspended "the requirement that the notice be posted 'within 14 days after service by the Region[]'" and instead required "that the notice must be posted [and electronically distributed, if the employer customarily communicates with its employees by electronic means,] within 14 days after the facility involved in the proceedings reopens and a substantial complement of employees have returned to work, and that it may not be posted until a substantial complement of employees have returned." The Board later modified this temporary change in *Paragon Systems, Inc.*, 371 NLRB No. 104, slip op. at 3 (2022), to provide that where "the Respondent may be communicating with its employees by electronic means . . . the notice must be posted by such electronic means within 14 days of service by the Region." The national emergency caused by the Coronavirus pandemic having ended long ago, we have decided to discontinue the temporary change announced in *Danbury* and modified in *Paragon* and will return to the Board's standard practice of requiring notices to be posted (and distributed electronically, if the Respondent customarily communicates with its employees by electronic means) within 14 days after service by the Region.³

ORDER

The National Labor Relations Board orders that the Respondent, Vibe Consulting, LLC, Inkster, Michigan, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Threatening employees with more onerous working conditions because they engage in protected, concerted activity, including protesting changes to the Respondent's break policy.

(b) 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 after service by the Region, post at its facility in Inkster, Michigan copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 16, 2022.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 7 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 30, 2026

David M. Prouty,

Member

James R. Murphy,

Member

Scott A. Mayer,

Member

³ Member Prouty fully agrees that the temporary remedial changes adopted in response to the Coronavirus pandemic should end. However, in returning to the Board's standard practice of requiring notices to be posted within 14 days after service by the Region, Member Prouty notes his view, as stated in his concurrence in *CP Anchorage Hotel 2 db/a Hilton Anchorage*, 371 NLRB No. 151, slip op. at 9–15 (2022), enfd. 98 F.4th 314 (D.C. Cir. 2024), that a notice reading and distribution of the notice at the reading should be a standard remedy for unfair labor practice cases. Member Prouty would also be open, in a future appropriate

case, to reconsidering and possibly broadening the standard for electronic distribution of notices currently set forth in *J. Picini Flooring*, 356 NLRB 11 (2010).

⁴ 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 threaten you with more onerous working conditions if you engage in protected, concerted activity, including protesting changes to our break policy.

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

VIBE CONSULTING, LLC

The Board's decision can be found at www.nlb.gov/case/07-CA-300342 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.

