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**Jofaz Transportation, Inc. & Y & M Transit, Inc. and  
Dina Deriso.** Case 29–CA–349471

February 19, 2026

DECISION AND ORDER

BY MEMBERS PROUTY, MURPHY, AND MAYER

The Acting General Counsel seeks a default judgment in this case on the ground that Jofaz Transportation, Inc. and Y & M Transit, Inc., a single employer (the Respondent), has failed to file an answer to the complaint. Upon a charge filed by Dina Deriso on August 29, 2024, amended on January 28, 2025, the Acting General Counsel issued a complaint and notice of hearing on May 1, 2025, against the Respondent, alleging that it violated Section 8(a)(3) and (1) of the National Labor Relations Act.<sup>1</sup> The Respondent failed to file an answer.

On May 28, the Acting General Counsel filed with the National Labor Relations Board a Motion for Default Judgment.<sup>2</sup> On August 5, Chief Administrative Law Judge Robert A. Giannasi<sup>3</sup> 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 May 15, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. 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 consolidated 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, Jofaz Transportation, Inc. has been a New York corporation with its principal place of

business located at One Coffey Street, Brooklyn, New York (the Brooklyn facility), where it has provided school bus transportation services for the Department of Education, City of New York.

At all material times, Y & M Transit, Inc. has been a New York corporation with its principal office located in the Brooklyn facility and has provided pupil escort services for the Department of Education, City of New York.

Jofaz Transportation, Inc. and Y & M Transit, Inc. are affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for each other; have interchanged personnel with each other; have interrelated operations with common insurance, purchasing and sales; and have held themselves out to the public as a single-integrated business enterprise.

Based on the operations described above, Jofaz Transportation, Inc. and Y & M Transit, Inc. constitute a single-integrated enterprise and a single employer within the meaning of Section 2(6) and (7) of the Act.

During the past year, which is representative of its annual operations in general, the Respondent performed services valued in excess of \$250,000 and purchased and received at its Brooklyn facility goods valued in excess of \$5000 directly from points located outside of the State of New York.

Since July 2021, the Amalgamated Transit Workers, Local 854 (the Union) has represented certain employees at the Respondent's Brooklyn facility.

Accordingly, 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, the Respondent's General Manager Anthony Fazzia has been a supervisor within the meaning of Section 2(11) of the Act, and an agent of the Respondent within the meaning of 2(13) of the Act.

2.(a) On about August 29, 2024, the Respondent, by Fazzia, at the Respondent's Brooklyn facility, interrogated its employees about their union and protected concerted activities.

(b) On about August 29, 2024, employees Vivian McDaniel and Dina Deriso engaged in Union and protected concerted activities by complaining to the Respondent and to the Union about the selection of their annual bus

<sup>1</sup> Hereinafter, all dates are in 2025 unless otherwise indicated.

<sup>2</sup> The Motion for Default Judgment was initially filed with the Chief Administrative Law Judge and thereafter transferred to the Board.

<sup>3</sup> Acting by Sec. 102.179 delegation.

routes and other related terms and conditions of employment.

(c) On about August 29, 2024, the Respondent discharged McDaniel and Deriso.

(d) Since about August 29, 2024, the Respondent has failed and refused to reinstate or offer to reinstate McDaniel and Deriso to their former positions.

(e) The Respondent engaged in the conduct described above in paragraphs 2(c) and 2(d) because the named employees engaged in the conduct described about in paragraph 2(b) and to discourage employees from engaging in these and other concerted activities.

#### CONCLUSIONS OF LAW

By the conduct described in paragraph 2(a) above, 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.

By the conduct described above in paragraph 2(c) and 2(d) above, the 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)(3) and (1) of the Act.

The Respondent's unfair labor practices 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)(3) and (1) of the Act by discharging and refusing to reinstate, or offer to reinstate employees Vivian McDaniel and Dina Deriso, we shall order the Respondent to offer McDaniel and Deriso full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

In addition, we shall order the Respondent to make McDaniel and Deriso whole, with interest, for any loss of earnings and other benefits suffered as a result of the Respondent's unfair labor practices. 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 *King Soopers, Inc.*, 364 NLRB 1153 (2016), enfd. in relevant part 859 F.3d 23 (D.C. Cir. 2017), we shall also order the Respondent to compensate McDaniel and Deriso for their search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses 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. In addition, in accordance with our decision in *Thryv, Inc.*, 372 NLRB No. 22 (2022), the Respondent shall also compensate McDaniel and Deriso for any other direct or foreseeable pecuniary harms incurred as a result of their unlawful discharges, if any, regardless of whether these expenses exceed interim earnings.<sup>4</sup> 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.

Further, we shall order the Respondent to compensate McDaniel and Deriso for the adverse tax consequences, if any, of receiving a lump-sum backpay award and to file a report with the Regional Director for Region 29 allocating the backpay award to the appropriate calendar year(s). *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 29 a copy of McDaniel's and Deriso's corresponding W-2 form(s) reflecting the backpay award. *Cascade Containerboard Packaging—Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021).

The Respondent shall also be required to remove from its files any reference to the unlawful layoffs or refusal to consider for hire, or hire, McDaniel and Deriso and to notify them in writing that this has been done and that the unlawful layoffs, refusal to hire, or consider for hire, will not be used against them in any way.

#### ORDER

The National Labor Relations Board orders that the Respondent, Jofaz Transportation, Inc. and Y & M Transit, Inc., Brooklyn, New York, their officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Interrogating employees about their union and protected concerted activities.

(b) Discharging and refusing to reinstate or offer to reinstate employees for engaging in union and protected concerted activities, including by complaining to the

<sup>4</sup> 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 and the Union about the selection of their annual bus routes and other related terms and conditions of employment.

(c) 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 Vivian McDaniel and Dina Deriso full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(b) Make Vivian McDaniel and Dina Deriso whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms suffered as a result of the Respondent’s unlawful conduct, in the manner set forth in the remedy section of this decision.

(c) Compensate Vivian McDaniel and Dina Deriso for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 29 within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

(d) File with the Regional Director for Region 29, 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 the discriminatees’ corresponding W-2 form(s) reflecting the backpay award.

(e) Within 14 days from the date of this Order, remove from its files any reference to the unlawful layoffs of the discriminatees, and within 3 days thereafter, notify them in writing that this has been done and that the unlawful actions will not be used against them in any way.

(f) 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.

(g) Within 14 days after service by the Region, post at its facility in Brooklyn, New York, copies of the attached notice marked "Appendix."<sup>5</sup> Copies of the notice, on

forms provided by the Regional Director for Region 29, 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 August 29, 2024.

(h) Within 21 days after service by the Region, file with the Regional Director for Region 29 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. February 19, 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

(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.

United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

<sup>5</sup> 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

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 interrogate you about your union activities and protected concerted activities.

WE WILL NOT discharge and refuse to reinstate or offer to reinstate you for engaging in union and protected concerted activities, including complaining to the Respondent and the Union about the selection of their annual bus routes and other related terms and conditions of employment.

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 Vivian McDaniel and Dina Deriso full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights previously enjoyed.

WE WILL make Vivian McDaniel and Dina Deriso whole for any loss of earnings and other benefits resulting from our discrimination against them, less any net interim earnings, plus interest, and WE WILL also make them whole for any other direct or foreseeable pecuniary harms suffered as a result of our unlawful conduct, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Vivian McDaniel and Dina Deriso for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 29, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL file with the Regional Director for Region 29, within 21 days of the date the amount of backpay is fixed by a 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 form(s) reflecting the backpay award.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to our unlawful discharge of Vivian McDaniel and Dina Deriso and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the discharge will not be used against her in any way.

JOFAZ TRANSPORTATION, INC. & Y & M TRANSIT, INC.

The Board's decision can be found at [www.nlr.gov/29-CA-349471](http://www.nlr.gov/29-CA-349471) 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.

