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Wuji World Inc. d/b/a Off Broadway Car Wash and Retail, Wholesale and Department Store Union, UFCW. Case 29–CA–319174

March 10, 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. Upon a charge filed on May 31, 2023, by the Retail, Wholesale and Department Store Union, UFCW (the Union), the Regional Director for Region 29 issued a complaint and notice of hearing on December 22, 2023, alleging that Wuji World Inc. d/b/a Off Broadway Car Wash (the Respondent) violated Section 8(a)(5) and (1) of the Act by failing and refusing to bargain in good faith with the Union as the exclusive collective-bargaining representative of its unit employees. The Respondent filed an answer on January 5, 2024.¹

The Respondent and the Union subsequently entered into an informal settlement agreement, which the Acting Regional Director for Region 29 approved on March 1. Pursuant to the terms of the settlement agreement, the Respondent agreed, as relevant here, to (1) bargain with the Union in accordance with a bargaining schedule of at least 2 days per week for at least 6 hours per session, or in accordance with another schedule, mutually agreed to by the parties in writing, until a complete collective-bargaining agreement or a good-faith impasse in negotiations is reached; (2) sign, date, and immediately post in English and Spanish the Notice to Employees in the employee lunchroom at the Respondent's facility located at 42–08 80th Street, Elmhurst, New York ("the Elmhurst facility"), for a period of 60 days; (3) hold a meeting or meetings scheduled during work time to ensure the widest possible employee attendance at which the Respondent's manager/consultant, Simon Loh, in the presence of its owner, Julie Chou, shall read the Notice to Employees and the Explanation of Rights in English to all employees employed by the Respondent at the Elmhurst facility in the presence of a Board agent and a representative of the Union, or have a Board agent read the Notice to Employees;

¹ All dates are in 2024, unless otherwise indicated.

² The settlement agreement also required the Respondent to post an Explanation of Rights in English and Spanish and arrange for it to be read to employees in English and Spanish. However, because the settlement agreement does not append an Explanation of Rights (as it appended the Notice), there is no Explanation of Rights to post and read.

(4) comply with the terms and provisions of the Notice, which required, inter alia, the Respondent to submit written progress reports to the Compliance Officer for Region 29 every 30 days that included, at a minimum, the date and times the Respondent met with the Union and a summary of the issues negotiated; and (5) notify the Regional Director in writing of what steps it has taken to comply with the agreement.² The settlement agreement also contained the following performance clause:

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 Complaint previously issued on December 22, 2023, in the instant case. 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 all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. 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 Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. 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.

By email dated March 4,³ the Region's compliance officer sent the Respondent a copy of the conformed settlement agreement, with a cover letter explaining the remedial actions it was required to take to comply, as well as

Nevertheless, we note that an Explanation of Rights is available on the Board's website.

³ We note that the Motion for Default Judgment states that this letter was sent on March 4, 2023; the record, however, indicates that it was sent on March 4, 2024.

Certification of Posting and Compliance forms to be returned to the Region by March 15. By email dated March 18, the Region's compliance officer again sought the Respondent's compliance with the settlement agreement and the return of the Certification of Posting and Compliance forms. By email dated April 30, the Regional Director notified the Respondent that it must comply with the terms of the settlement agreement within 14 days, or she would reissue the complaint previously issued on December 22, 2023.⁴ The Respondent failed to comply.

Accordingly, pursuant to the uncontroverted terms of the noncompliance provisions of the agreement, on October 25 the Regional Director reissued the complaint. On October 29, 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 October 31, 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 following terms of the settlement agreement: (1) recognize and bargain with the Union in accordance with the agreed upon bargaining schedule; (2) submit written bargaining progress reports every 30 days with the Compliance Officer for Region 29; and (3) file with the Regional Director signed, dated, and completed Certification of Posting and Certification of Compliance forms. Consequently, pursuant to the performance clause of the settlement agreement set forth above, we find that all of the allegations of the reissued complaint are true.⁵ Accordingly, 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 corporation with an office and place of business located at 42-08 89th Street, Elmhurst, New York (the Elmhurst facility) where it has been engaged in operating a car wash.

⁴ The Regional Director explained that the Respondent had failed to recognize and bargain with the Union in accordance with the agreed upon bargaining schedule; submit written bargaining progress reports every 30 days; and file with the Regional Director signed, dated and completed Certification of Posting and Certification of Compliance forms.

Annually, in conducting its business operations described above, the Respondent purchases and receives at its Elmhurst facility goods, products, and materials in a dollar amount that is more than de minimis from suppliers located within the State of New York, said suppliers meeting a Board direct test for the assertion of jurisdiction.

On November 14, 2023, the Regional Director for Region 29 served investigative subpoena duces tecum B-1-1K4PGHX on the Respondent's Custodian of Records by UPS and regular mail, requiring and directing the Respondent to produce, by November 20, 2023, certain documents relevant to the Respondent's annual gross volume of business. Since November 20, 2023, the Respondent has neither produced the documents requested by the subpoena duces tecum, nor filed a petition to revoke the subpoena.

Under these circumstances, where the Respondent has refused to provide information relevant to the Board's jurisdictional determination, the General Counsel need only prove statutory jurisdiction to establish a sufficient basis for assertion of jurisdiction.⁶

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 following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act, and agents of the Respondent within the meaning of Section 2(13) of the Act.

Julie Chou	-	Owner
Simon Loh	-	Manager and/or Consultant
John King	-	Manager

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 employees working on the premises of the Employer performing services needed for washing or detailing automobiles and other vehicles (called herein "Car Washers" or "Workers") at the Employer located at 42-08 89th Street, Elmhurst, New York 11373; excluding:

⁵ See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

⁶ *Continental Packaging Corp.*, 327 NLRB 400, 401 (1998) (citing *Tropicana Products*, 122 NLRB 121 (1958)); see also *Valentine Painting & Wallcovering*, 331 NLRB 883, 883-885 (2000), enf'd. 8 F. App'x 116 (2d Cir. 2001).

cashiers, oil change and lube workers, managers, supervisors, and guards as defined in the National Labor Relations Act.

3. From about 2012 to December 30, 2022,⁷ the Union was the exclusive collective-bargaining representative of the unit employed by D&K Star LLC (D&K), and during that time D&K recognized the Union as the unit employees' exclusive bargaining representative. This recognition was embodied in successive collective-bargaining agreements, the most recent of which was effective from May 11, 2014, to May 10, 2017.

4. On or about December 30, 2022, D&K closed its business.

5. In or around January 2023, the Respondent purchased the business of D&K.

6. On or about March 18, 2023, the Respondent reopened the business and, since that date, has continued to operate the business of D&K in basically unchanged form.

7. Since on or about March 18, 2023, the Respondent has employed as a majority of its employees individuals who were previously employees of D&K.

8. Based on its operations described above in paragraphs 6 and 7, the Respondent has continued the employing entity and is a successor to D&K.

9. At all times since about March 18, 2023, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Respondent's employees in the unit, described above in paragraph 2.

10. On or about the following dates, the Union requested that the Respondent recognize and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit:

- a. April 5, 2023, to John King, in person at the Elmhurst facility;
- b. May 12, 2023, to Julie Chou and John King, in person at the Elmhurst facility;
- c. August 1, 2023, to Simon Loh, by telephone; and
- d. August 2, 2023, to Simon Loh, by email.

11. Since about April 5, 2023, and continuing, Respondent has failed and refused to recognize and bargain with

the Union as the exclusive collective-bargaining representative of the unit.

CONCLUSION OF LAW

By the conduct described above, 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 take certain affirmative action designed to effectuate the policies of the Act. Specifically, as requested in the reissued complaint, we shall order the Respondent to comply with the unmet terms of the settlement agreement approved by the Regional Director for Region 29 on March 1, 2024.

Accordingly, we shall order the Respondent, upon request by the Union, to meet and bargain with the Union in accordance with a bargaining schedule of at least 2 days per week for at least 6 hours per session, or in accordance with another schedule mutually agreed to by the parties in writing, until a complete collective-bargaining agreement or good-faith impasse in negotiations is reached.

Further, we shall order the Respondent to submit written bargaining progress reports that include, at a minimum, the dates and times the Respondent met with the Union and a summary of the issues negotiated, every 30 days to the Compliance Office for Region 29.

Finally, we shall order the Respondent to file, with the Regional Director for Region 29, a sworn certification of a responsible official on forms provided by the Region attesting to the steps that the Respondent has taken to comply.

In limiting our affirmative remedies to those enumerated above, we are mindful that the General Counsel is empowered under the default provision of the settlement agreement to seek "a full remedy for the violations found as is appropriate to remedy such violations."⁸ However, in her Motion for Default Judgment, the General Counsel has not sought such additional remedies, and we will not, *sua sponte*, include them.⁹

⁷ The reissued complaint alleges this date as December 30, 2023, rather than December 30, 2022. Given the date of the charge and other dates alleged in the complaint, we construe this as a typographical error and correct the date here.

⁸ As set forth above, the settlement agreement provided that, in case of noncompliance, the Board may issue such a full remedy.

⁹ See, e.g., *Benchmark Mechanical, Inc.*, 348 NLRB 576, 578 (2006). The General Counsel requests in her Motion for Default Judgment that the Board order the Respondent to "comply with the terms of the

Settlement[.]" In these circumstances, we construe the General Counsel's Motion as a request to enforce the unmet terms of the settlement agreement and not as a request for a "full remedy." See *Opal Care*, 368 NLRB No. 103, slip op. at 3 fn. 5 (2019); *Semper Fi Plumbing & Heating, Inc.*, 367 NLRB No. 98, slip op. at 3 fn. 10 (2019).

In her Motion for Default Judgment, the General Counsel also requests that the Respondent make employees whole for the lost opportunity to engage in collective bargaining, as well as an extension of the certification year pursuant to *Mar-Jac Poultry Co.*, 136 NLRB 785

ORDER

The National Labor Relations Board orders that the Respondent, Wuji World Inc., d/b/a Off Broadway Car Wash, Elmhurst, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing, upon request, to meet and bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees.

(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) Upon request, meet and bargain with the Union as the exclusive collective-bargaining representative of its employees in accordance with a bargaining schedule of at least 2 days per week for at least 6 hours per session, or in accordance with another schedule mutually agreed to by the parties in writing, until a complete collective-bargaining agreement or good-faith impasse in negotiations is reached.

(b) Submit written bargaining progress reports that include, at a minimum, the dates and times the Respondent met with the Union and a summary of the issues negotiated, every 30 days to the Compliance Office for Region 29.

(c) To the extent it has not done so, post at its facility in Elmhurst, New York, copies of the attached Notice in English, Spanish, and other languages as the Regional Director determines are appropriate to communicate with employees.¹⁰ 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 the employee lunchroom. The Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(d) To the extent it has not done so, prior to the completion of the 60-day Notice posting period, hold an employee meeting or meetings at its Elmhurst facility during work time, scheduled to ensure the widest possible attendance, during which the Respondent's manager and/or consultant, referenced above, reads the Notice in English and Spanish in the presence of the Respondent's owner, referenced above, as well as a Board agent and Union representative. In the alternative, a Board agent may read the Notice to employees in the presence of the Respondent's

(1962). We deny the requests because the settlement agreement did not include these additional remedies.

¹⁰ 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

owner or manager and a representative of the Union. The Respondent shall inform the Regional Director for Region 29 of the date, time, and place of the meeting at least five business days in advance.

(e) Within 21 days after service by the Region, file with the Regional Director for Region 29 a sworn certification of a responsible official on forms provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. March 10, 2026

David M. Prouty, Member

James R. Murphy, Member

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.

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.

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION (the Union) is the exclusive collective-bargaining

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."

representative for all employees in the following bargaining unit:

All employees working on the premises of the Employer performing services needed for washing or detailing automobiles and other vehicles (called herein "Car Washers" or "Workers") at the Employer located at 42-08 89th Street, Elmhurst, New York 11373; excluding cashiers, oil change and lube workers, managers, supervisors, and guards as defined in the National Labor Relations Act.

WE WILL NOT refuse to recognize and bargain in good faith with the Union as the exclusive collective-bargaining representative of our employees in the bargaining unit:

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of our employees, and WE WILL do so in accordance with a bargaining schedule of at least two days per week 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 is reached or good-faith impasse in negotiations is reached.

WE WILL submit written bargaining progress reports that include, at a minimum, the dates and times we met with the Union and a summary of the issues negotiated, every 30 days to the Compliance Officer for Region 29.

WUJI WORLD INC. D/B/A OFF BROADWAY
CAR WASH

The Board's decision can be found at <https://www.nlr.gov/case/29-CA-319174> 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

