

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21**

**UNIVERSAL PROTECTION SERVICE, LP D/B/A  
ALLIED UNIVERSAL SECURITY SERVICES**

**Employer**

**and**

**Case 21-RC-378704**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS LOCAL UNION NO. 542,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**Petitioner**

**DECISION AND ORDER**

On January 12, 2026, Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 542, International Brotherhood of Teamsters (Petitioner) filed the instant petition seeking to represent a unit of “All Full Time and Part Time, Protection Agents/Engineer Escorts, assigned as escort drivers to ‘NDA’ client,”<sup>1</sup> at a specific Client address in San Diego, California, employed by Universal Protection Service, LP d/b/a Allied Universal Security Services (Employer). The petition excluded “All other employees, Guards, and Supervisors.”

The Petitioner—a non-guard union—contends that the employees in the petitioned-for unit are not guards and that an election should be directed.

The Employer contends that the involved employees—Escort Protection Agents—are guards pursuant to Section 9(b)(3) of the Act and therefore may not be represented by the Petitioner, which is a labor organization that admits employees to membership who are not guards. Therefore, the Employer contends the petition should be dismissed.

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<sup>1</sup> At the start of the hearing, I granted the Employer’s unopposed motion for a protective order that prevented the release of the hearing record by the court reporting service to any party other than the Employer, the Petitioner, and the National Labor Relations Board, due to the confidential nature of the Client’s operations. In accord with the protective order, this Decision will use the term “Client” when referring to the third party with whom the Employer has a contract to provide services.

In its post-hearing brief, the Employer requested that the Employers’ exhibits and specified portions of the transcript dealing with the existence or functions of the Client’s field design engineer program remain under seal. To protect, to the extent possible under the law, sensitive security and privacy information that might be used by outside parties to do harm to the Client’s property, the Employer’s request is granted. However, rather than keep certain transcript pages under seal, I will require that the entirety of the hearing transcript and exhibits and post-hearing briefs filed by the parties be subject to this protective order.

A hearing was held before a hearing officer of the National Labor Relations Board (Board) on January 28, 2026, during which the parties had the opportunity to present evidence and state their respective positions on the record. Both parties presented witness testimony, the Employer also presented documentary evidence, and both parties filed post-hearing briefs.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned. Having fully considered the parties' positions, the entire record, and applicable Board precedent, I find that the evidence establishes that the Escort Protection Agents are guards within the meaning of Section 9(b)(3) of the Act. Because the parties stipulated, and I find, that the Petitioner admits non-guards to membership, and because the Act prohibits the certification of a labor organization that admits non-guards to represent a unit of guards, I conclude that the Petitioner may not be certified to represent the Escort Protection Agents. Accordingly, I am dismissing the petition in this matter.

## **I. FACTS**

### **A. The Employer's Operation and Relationship with the Client**

The Employer provides a variety of security services to its clients, including both manned and unmanned guarding. Relevant here is that the Employer has a contract with the Client, a large technology company that has hired the Employer to provide security services. One such service is the provision of Escort Protection Agents (Agents) to assist the Client's field design engineer program. As part of this program, Agents transport the Client's engineers to public and private sites to test current products, potential new products, and prototypes.

### **B. Duties and Responsibilities of the Escort Protection Agents**

The Escort Protection Agents' written job description includes the following responsibilities that the Agents must perform in addition to their transportation duties:

- Monitor overall activity throughout engagement to ensure a safe and secure environment
- Handle government officials or public if the van is approached or pulled over while in test
- Remain alert to surroundings and proactively identify and communicate concerns to supervisor
- Secure [ ] case with devices if engineers step out of the van for a break
- To not allow any unidentified persons to enter [ ] vans or buildings
- Initiate investigations of security-related incidents

The Escort Protection Agents are required to sign a nondisclosure agreement and cannot reveal any information about the Client's identity, products, or operations, including the field design engineer program.

On these trips, the Escort Protection Agents use unmarked cargo vans to ensure secrecy. The vans have clear windows on the driver and passenger side and front windshield; there are no

rear windows. Each vehicle is unique, as it is specially equipped for specific types of testing or fieldwork.

When working, the Escort Protection Agents do not wear a uniform. They do wear a Client badge that allows access to the Client's facility, and their guard license is attached to that badge reel. The Client badge is stored in a case that blocks the Client's logo. This ensures that when the Agents are in the field, they are not showing anything that could reveal the Client's identity.

The Escort Protection Agents receive their assignments in a written order that provides the engineer's details and any information that the Client wants to share with the Agent. At the start of their assignment, the Agents will pick up the van, inspect it, and then pick up the engineer. When meeting an engineer at the Client's building, the Agent waits outside and meets the engineer at the entrance rather than going inside.

The trips with the engineers can last anywhere from 30 minutes to 12 hours and can be as far as 90 miles from the point of departure and as close as one mile away. The Agents may also be transporting up to three engineers at one time.

When the Escort Protection Agent picks up the engineer, the engineer loads the equipment into the van. The Agent does not know and is not supposed to know what equipment the engineer is testing and using. There are two different classifications of devices or equipment: nonmax and max. A nonmax device will be a Client asset, such as a phone, that the engineer can have on their person. An engineer can walk away from the Agent and van when using the nonmax device. Max devices are the prototypes or sensitive equipment. The Agent cannot leave the van unattended and unlocked when a max device is inside. Thus, if the engineer is going to lunch or using a restroom, the max devices remain in the locked van, and the Agent must remain with the van.

Once in the van, the engineer—who determines the route—tells the Escort Protection Agent the desired location and address. The engineers are doing either “static” testing or “mobile” testing. During “static” testing, the van is parked in one location for a period of time. The Agent ensures that they are not parking in a conspicuous manner or creating any unwanted attention.

With “mobile” testing, the Escort Protection Agent will drive the van while the engineer is testing equipment. The engineer may give the Agent a detailed rundown of where they want the Agent to be driving. This could entail driving around a block or driving on the freeway. During mobile testing, if the Agent determines that the engineer's preferred route is unsafe or would violate law, the Agent may reroute or refuse the instruction to maintain safety and legal compliance. Because routes are pre-set for testing, any deviation must be escalated and reported to Employer management, who then contacts the Client.

During both static and mobile testing, the engineer is typically in the back of the van, where they have a work area to do their testing. The assigned Escort Protection Agent is to remain alert to surroundings and proactively identify and communicate concerns to their

supervisor. Thus, during testing, the Agent will keep an eye on the engineer to make sure they are safe. If the prototype testing requires the engineer to walk through a park, the Agent will walk alongside that engineer. If a community member is getting too close, the Agent will guide the engineer away from that individual to reduce any potential conflict.

When the location is static, the Escort Protection Agent ensures that the van's doors are locked, monitors the surroundings, and remains alert to any potential security threats, including suspicious activity such as people loitering around the van. The Agent cannot allow any unidentified person to enter the van. The Agent will handle any interaction with anyone outside the van.

If the Escort Protection Agent observes someone engage in an activity outside the van that the Agent considers a security threat, the Agent will address that situation in a few possible ways, including using verbal tactics to encourage someone to leave the area, calling their supervisor to report the situation, or telling the engineer that the situation is making the Agent uncomfortable such that they should move the van. The Agents are expected to call law enforcement if there is a credible threat, and if they are approached by law enforcement or any member of the public, they have a script of what to say. That script includes identifying themselves as a "private security contractor."

If the Escort Protection Agent decides to respond to a threat by escalating it, they will do so by contacting their management. Employer management then contacts the Client, and after that conversation, the Agent's management directs the Agent what to do. If there is a major incident, the Agent must complete a report, but other than major incidents, the Agent does not file a written report. Once the Agent reports a possible security incident to their supervisor and/or the Client, the Agent does no further investigation. The Agent waits for Employer management and/or the Client to tell them what to do, and the Agent is expected to follow that guidance regarding how to address the security threat.

Escort Protection Agents are instructed not to engage or interact with anyone who is exhibiting aggressive behavior. If verbal tactics do not dissuade someone trying to enter the van or prevent other security-related threats, the Agent is to drive away from the threat and to escalate the issue to the Employer, or if necessary, law enforcement. For example, during one incident, as the Agent was driving towards a testing location, the Agent noticed an individual at the end of a driveway holding a firearm. The Agent immediately slowed down and avoided the situation by turning around.

If there are security-related threats to the vehicle, such as an attempt to take a photo of the van or the equipment, the Escort Protection Agent must try to divert attention away from the vehicle, and, if photos are taken, they politely ask that the photos be deleted. The Agent reports such incidents to Employer supervisors, who then contact the Client so that everyone is informed that there may have been a potential leak. The Agents must ensure that no photos of the van or equipment are taken.

The engineers have their own protocols to follow for making sure the devices remain secure and confidential; Escort Protection Agents are not privy to those protocols or rules. If,

however, an Agent observes the engineer doing something that compromises the equipment's security, they are expected to escalate that immediately to Employer leadership and to the Client. For example, an engineer requested that an Agent take them to the engineer's personal residence for lunch. Because this scenario raised the potential of the equipment leaving the van and entering the engineer's residence, the Agent escalated that incident to the Employer's leadership and to the Client.<sup>2</sup>

At the conclusion of the trip, the Escort Protection Agent drives the engineer back to the desired location. The Agent puts gas in the vehicle and does a post-escort inspection of the van, ensuring that no devices have been left inside. The Agent then returns the vehicle. The Agent enters the Client's building to return the phone (if one was used) and return the vehicle's keys to a secure key box. If it is time to clock out, they do so; otherwise, they wait in a common area of the Client's office for another assignment or sit outside in the van.

### **C. The Training and Job Requirements for Escort Protection Agents**

The Employer's employees, including the Escort Protection Agents, receive training on requirements to hold a guard license, such as powers to arrest and on weapons of mass destruction. The Employer has a learning management system called EDGE. Within an employee's first six months, they need to complete lessons that range from learning the basics of being a security officer to more advanced topics, including dealing with aggressive behavior. This training is particular to the Employer and is in addition to the training required for the Client's field design engineer program.

Escort Protection Agents are required to have a California guard license through the Bureau of Security and Investigation Services. Before an Agent is deployed in the field to work with the Client, the Agent completes an 8-hour new hire training course which covers topics such as protecting, confidentiality, surprise, and the Client's specifics around guarding.<sup>3</sup> The course also emphasizes that the Agent's main duties are to observe, to be aware of the situation they are in, and when to escalate—or report—certain incidents if there is an issue in the field, as well as who to contact. The Agents learn how to handle community members and understand body language. They also receive training on conflict de-escalation/conflict avoidance; they are told that it is not their job to physically intervene when a threat occurs.

The Agents do not carry weapons and receive no weapon training. They also do not receive self-defense training or training in how to disarm an assailant.

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<sup>2</sup> The Escort Protection Agent, called by the Petitioner, testified that he does not enforce rules, does not know the engineer's rules, and would not know if they are breaking them. The Agent testified that his job entailed "making sure [the engineers] are safe," "keep[ing] an eye out" on his surroundings, and "address[ing] a threat." The Agent also testified that he never had a problem during any of his assignments.

<sup>3</sup> The Escort Protection Agent testified that he did not receive training before working with the Client. He did, however, acknowledge that he had previously worked for the Employer and received training at that time.

## II. Applicable Principles

Section 9(b)(3) of the Act requires that statutory “guards” be separated from all other employees for the purposes of collective bargaining. 29 U.S.C. § 159(b)(3). Specifically, the Board cannot find appropriate a bargaining unit which includes both guard and non-guard employees. And as is relevant here, the Board cannot certify a labor organization to represent a unit of guards if it also represents non-guard employees or is directly or indirectly affiliated with a labor organization that represents non-guard employees. Congress chose to separate guards from all other employees for the purposes of collective-bargaining in order to “minimize the danger of divided loyalty that arises when a guard is called upon to enforce the rules of his employer against a fellow union member.” *Int’l Union of Op. Eng’r, Local 501 v. NLRB*, 949 F.3d 477, 480 (9th Cir. 2020) (citations omitted). See also *Wells Fargo Alarm Servs. v. NLRB*, 533 F.2d 121, 125 (3d Cir. 1976) (“[T]he Board’s inquiry must focus on whether the potential conflict in loyalties which concerned Congress is present.”); *The Boeing Company*, 328 NLRB 128, 130 (1999) (conflict of interest may arise for guards during strike by non-guard employees represented by same union).

Section 9(b)(3) defines a guard as an “individual employed as a guard to enforce against employees and other persons rules to protect property of the employer or to protect the safety of persons on the employer’s premises.” 29 U.S.C. § 159(b)(3). In *Boeing*, the Board determined that, based on the statutory text, “[g]uard responsibilities include those typically associated with traditional police and plant security functions, such as the enforcement of rules directed at other employees; the possession of authority to compel compliance with those rules; training in security procedures; weapons training and possession; participation in security rounds or patrols; the monitor and control of access to the employer’s premises; and wearing guard-type uniforms or displaying other indicia of guard status.” 328 NLRB at 130. The Board has determined that employees are guards within the meaning of the Act “if they are charged with guard responsibilities that are not a minor or incidental part of their overall responsibilities.” *Id.*

As discussed above, to be a guard, an individual must enforce rules to protect property or keep people safe. *Reynolds Metal Co.*, 198 NLRB 120, 120 (1972). It is not necessary, however, that alleged guards enforce rules themselves to be considered guards within the meaning of the Act; the possession and exercise of the responsibility to observe and report infractions of rules to protect property and safety of persons is sufficient. *The Wackenhut Corporation*, 196 NLRB 278, 279 (1972). That said, the Board does not consider an employee’s responsibility to report security violations to constitute the requisite “enforcement” necessary for guard status unless that employee also has “other significant security-related responsibilities.” *Boeing*, 328 NLRB at 131.

Because it is undisputed that Petitioner represents non-guard employees, the Board cannot certify it as the bargaining representative of the Escort Protection Agents if they are determined to be guards within the meaning of Section 9(b)(3) of the Act. Thus, I will address below the dispositive issue of whether the Agents are guards under the Act and whether the Petitioner can represent them.

### **III. The Escort Protection Agents Are Section 9(b)(3) Guards**

I find that the evidence demonstrates that the Escort Protection Agents are guards under Section 9(b)(3) of the Act. As discussed below, the Agents spend a considerable portion of their day monitoring their surroundings for risks that may compromise the confidentiality and security of the Client's equipment as well as the Client's field testing operations. When risks are detected, the Agents take action to minimize or evade the risk, and they then report the incident to their leadership for further action. Because the Agents enforce rules against "employees and other persons . . . to protect [the Client's property]," they are guards within the meaning of Section 9(b)(3).

#### **A. The Escort Protection Agents Are Directly and Substantially Engaged in Protecting the Client's Property and their Engineers and in Ensuring Field Testing Confidentiality**

The Board has long held that the statutory guard definition applies to persons engaged in protecting property of an employer's customers. *Brink's Inc.*, 226 NLRB 1182, 1184 (1976). Specifically, to be a guard as defined in Section 9(b)(3), the employee must be "directly and substantially [involved in] the protection of valuable property of the [e]mployer's customers." *Purolator Courier Corp.*, 266 NLRB 384, 385 (1983) (*Purolator I*). Here, the record shows that the Escort Protection Agents are directly and substantially engaged in protecting the Client's property, and in doing so, they enforce rules to protect the confidentiality of the Client's property and field testing operations.

While the Escort Protection Agents' duties include providing transportation, they provide more than driving services. Importantly, the Agents are also charged with safeguarding the Client's equipment during testing operations. This safeguarding includes ensuring there is no unwanted attention toward the van, the equipment, and the engineers. In fulfilling this role, the Agents maintain constant vigilance over their surroundings and continuously look for possible safety and security risks to the Client's property and the engineers' work.

Once Escort Protection Agents observe a potential threat, they are required to act either to avoid or to de-escalate the risk. The Agents have several different ways to respond. They can engage with curious community members to discourage or prevent them from interacting with the van, Client equipment, or the engineers. They can alert the engineer to their concern and move the van from its location. They report incidents to Employer management and, if necessary, to law enforcement.

The Escort Protection Agents must ensure that the Client's property remains secure, and they can never leave the property unattended. If the engineer leaves the vehicle with the confidential property inside, the Agent remains with the vehicle. The evidence also shows that the Agent must report to Employer leadership if the engineer engages in conduct that threatens or risks the Client's property. For example, if the engineer deviates from the planned route, such as when an engineer wanted to eat lunch at their residence, the Escort Protection Agent reported

that conduct to management, as required. Similarly, the Agent must report if the engineer wants to take a route that the Agent deems unsafe.

In taking these actions, the Escort Protection Agents are enforcing security protocols against the engineers and other persons to protect the confidentiality of the Client's property and its work. See *Am. Dist. Tel. Co.*, 160 NLRB 1130, 1136 (1966) (rejecting argument that Section 9(b)(3) is limited to guards who enforce rules only against "fellow" employees and noting that the statutory text requires that rules be enforced "against employees and other persons"). The Agents' vigilance, situational awareness, and responsibility for the Client's equipment and engineers are not incidental to their driving duties but instead constitute their primary function. Their service is crucial to maintaining the secrecy and confidentiality of the Client's field design engineer program. See *Portland Museum of Art*, 370 NLRB No. 113, slip op. at 3 (2021) (finding gallery ambassadors are guards, noting that they monitor visitors and employees, enforce rules, and report infractions to managers for resolution); *Rhode Island Hosp.*, 313 NLRB 343, 346-47 (1993) (finding shuttle van drivers who transport employees while being on the lookout for problems are guards); *Brink's*, 226 NLRB at 1184-85 (couriers who are charged with "safe and timely delivery" of customer's property of "considerable value" are guards).

Although the Escort Protection Agents do not wear a uniform or carry a weapon, employees need not possess all traditional guard characteristics to qualify as statutory guards. See, e.g., *Wells Fargo*, 533 F.2d at 125 ("[T]he determination of whether an employee is a 'guard' cannot be based on a mechanical checklist."); *Boeing*, 328 NLRB at 130 (determination of guard status focuses on the specific nature of the duties). Notably, in this context, the Agents' lack of such visible indicia is crucial to their responsibility of protecting the confidentiality and secrecy of the Client's products and field testing operations; the Agents are purposely attired so as not to attract attention.

The Escort Protection Agents are also responsible for immediately reporting security concerns to their management. While the Board has recognized that reporting alone is not sufficient to confer guard status,<sup>4</sup> the Agents' responsibilities include more than merely reporting problems. As noted above, they also work to prevent problems and to de-escalate those that arise.

In any event, their reporting is part of their essential job function to monitor their surroundings and to take action to eliminate or avoid risk. Because reporting is a critical component of their security duties, the Escort Protection Agents are like the ambulance drivers in *Wright Memorial Hospital*, 255 NLRB 1319 (1980) and the maintenance employees in *A.W. Schlesinger Geriatric Center*, 267 NLRB 1363 (1983). In *Wright Memorial*, the Board determined ambulance drivers tasked with security rounds were guards. 255 NLRB at 1320. The Board found it was irrelevant that the drivers reported irregularities to a department head rather than acting themselves. *Id.* The Board deemed it sufficient that the drivers had "responsibility to observe and report" infractions, as that was "an essential step in the procedure for enforcement of hospital rules." *Id.* Likewise, in *A.W. Schlesinger*, the Board found that two maintenance employees, who wore no uniforms, did not carry weapons and had no formal training, were guards. These employees, in addition to their maintenance duties, performed

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<sup>4</sup> *Boeing*, 328 NLRB at 131

security functions which included making rounds of the facility, enforcing rules, and keeping unauthorized persons off the property. The fact that they then reported incidents to their supervisors or notified the police “did not detract from their guard status.” 267 NLRB at 1364. Rather, it was “sufficient that they possess[ed] and exercise[d] responsibility to observe and report infractions, as this is an essential step” to enforcing the employer’s rules. *Id.* Thus, in both cases, the Board found that the employees at issue were guards because they, like the Escort Protection Agents, spent a substantial portion of their time on security-related functions, and the reporting of incidents was an essential part of those tasks.

## **B. The Petitioner’s Cited Precedent Does Not Require a Different Result**

Contrary to Petitioner’s assertion, the Escort Protection Agents differ from the drivers discussed in *Pony Express Courier*, 310 NLRB 102 (1993). There, the Board found that the couriers were not guards because they functioned essentially as delivery drivers and were not engaged “directly and substantially in the protection of customer property.” *Id.* (quoting *Purolator Courier Corp.*, 300 NLRB 812, 814 (1990) (*Purolator II*)). To support its finding, the Board explained that the company held itself out as a delivery service, and noted that the unarmed, uniformed courier drivers were responsible for delivering a variety of commodities for its customers, including office supplies, correspondence, checks for collection, and medical specimens—property that the Board deemed ‘of no particular intrinsic value to the world at large.’” *Pony Express*, 310 NLRB at 103. The Board also observed that couriers used basic security measures like locking unattended vans, and their training covered only vehicle security and protecting customers’ keys and doors. *Id.* at 103.

In contrast to *Pony Express*, which advertised itself as a delivery service, the Employer holds itself out as providing guard services. The Escort Protection Agents receive training that addresses more than simply securing keys and doors and instead focuses on dealing with aggressive behavior, reading body language, protecting confidentiality, and employing de-escalation techniques. Moreover, one of the Agents’ primary duties is to ensure that members of the public do not interfere with the engineers when they are conducting field testing operations. While this responsibility includes commonsense practices such as locking the van’s door, it also requires the Agent to directly engage with the public, to use verbal tactics to direct the public’s attention away from the van and engineers, and then, if necessary, to contact management and law enforcement. Moreover, the Client’s property, unlike the property at issue in *Pony Express*, is highly valued. That value is dependent on maintaining its confidentiality, and the Agents are directly charged with ensuring that secrecy. Thus, unlike the passive delivery of products in *Pony Express*, the Agents here are proactively preventing interference with the Clients’ products or testing operations and protecting their value.

For the same reasons, the Petitioner is wrong to claim that the Escort Protection Agents are like the couriers at issue in *Purolator II*, whom the Board found were not Section 9(b)(3) guards. 300 NLRB at 812. While both the Employer’s Agents and *Purolator II* couriers share traits—such as being unarmed, avoiding use of force, and reporting incidents—the similarities end there. Specifically, unlike the Employer here, *Purolator* held itself out as a transport/delivery service. *Id.* The couriers’ minimal security training involved passively reading written materials and, unlike the Agents, their training did not include lessons in

avoiding risk. 300 NLRB at 814. The couriers' required security practices included only "commonsense" measures, such as locking doors. *Id.* Unlike the Agents, the couriers did not even routinely follow those practices, often leaving keys in their vehicles and the doors unlocked. *Id.* In contrast, the Agents, who are subject to a non-disclosure agreement, must scrupulously follow security protocol. Notably, in *Purolator II*, the Board found that the couriers "deliver[ed] items of varying degrees of value while exercising the same measure of care that a truckdriver or Postal Service employee would exercise in transporting items of analogous value." *Id.* at 815. In contrast, the Agents here are charged with taking proactive and reactive measures to ensure the security and secrecy that is intrinsic to the value of the Client's property and operations. They are not analogous to Postal Service drivers.

In sum, the record in this case establishes that Escort Protection Agents are responsible for securely transporting and safeguarding the Client's engineers, equipment, and its field operations. To fulfill that responsibility, they enforce rules to protect the confidentiality of both the property and the Client's field operations. I therefore find that they are guards within the meaning of Section 9(b)(3). As such, Agents cannot be represented by the Petitioner for the purpose of collective-bargaining because the Petitioner is a labor organization under Section 2(5) of the Act that represents non-guard employees.

#### **IV. Conclusions and Findings**

Based on the entire record, and as discussed above, I find that:

1. The Hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The parties stipulated, and I find, that the Employer is an employer engaged in commerce within the meaning of Section 2(6), and (7) of the Act, and is subject to the jurisdiction of the Board.
3. The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act and that the Petitioner represents non-guard employees.
4. The Escort Protection Agents are guards within the meaning of Section 9(b)(3) of the Act, and Petitioner, as a labor organization who represents non-guard employees, cannot serve as their representative for purposes of collective-bargaining.

Accordingly, it is hereby ordered, based on the analysis set forth above, that the petition in this matter is dismissed.

#### **RIGHT TO REQUEST REVIEW**

Pursuant to Section 102.67(c) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the

requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

**Procedures for Filing Request for Review: Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site ([www.nlr.gov](http://www.nlr.gov)), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden.** A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must comply with the formatting requirements set forth in Section 102.67(i)(1) of the Board's Rules and Regulations. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#).

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business (**5 p.m. Eastern Time**) on **May 19, 2026**, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on May 19, 2026**.

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at [www.nlr.gov](http://www.nlr.gov). Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review 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, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which must also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Any party may, within 5 business days after the last day on which the request for review must be filed, file with the Board a statement in opposition to the request for review. An opposition must be filed with the Board in Washington, DC, and a copy filed with the Regional Direction and copies served on all the other parties. The opposition must comply with the formatting requirements set forth in §102.67(i)(1). Requests for an extension of time within

which to file the opposition shall be filed pursuant to §102.2(c) with the Board in Washington, DC, and a certificate of service shall accompany the requests. The Board may grant or deny the request for review without awaiting a statement in opposition. No reply to the opposition may be filed except upon special leave of the Board.

Dated: May 5, 2026

A handwritten signature in blue ink, appearing to read "D. Selder", is positioned above a horizontal line.

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David Selder, Acting Regional Director  
National Labor Relations Board  
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