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Ampersand Publishing, LLC d/b/a Santa Barbara News-Press and 715 Anacapa, LLC, 725 Kellogg, LLC, as a Single Employer/Single-Integrated Employer, and Wendy McCaw and Graphic Communications Conference, International Brotherhood of Teamsters. Cases 31-CA-028589, 31-CA-028661, 31-CA-028667, 31-CA-028700, 31-CA-028733, 31-CA-028734, 31-CA-028738, 31-CA-028799, 31-CA-028889, 31-CA-028890, 31-CA-028944, 31-CA-029032, 31-CA-029076, 31-CA-029099, and 31-CA-029124

June 4, 2026

SECOND SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY
AND MAYER

The General Counsel¹ seeks a default judgment in this case on the ground that Ampersand Publishing, LLC d/b/a Santa Barbara News-Press and 715 Anacapa, LLC, 725 Kellogg, LLC, as a single employer/single-integrated employer, and Wendy McCaw have failed to file an answer to the compliance specification and notice of hearing.

On April 29, 2021, the Board issued a Corrected Supplemental Decision and Order (Board's Supplemental Order)² in which it directed Ampersand Publishing, LLC d/b/a Santa Barbara News-Press (Respondent Ampersand), its officers, agents, successors and assigns, to, among other things, take the following affirmative actions:

(1) Make whole Richard Mineards by paying him backpay in the amount of \$547,067, plus \$2,949 to compensate him for expenses, plus interest accrued to the date of payment as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010), minus tax withholdings on the backpay as required by Federal and State laws;

(2) Make whole Dennis Moran by paying him backpay in the amount of \$150,187, plus \$6,878 to compensate him for expenses, plus interest accrued to the date of

payment as prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra, minus tax withholdings on the backpay as required by Federal and State laws;

(3) Reimburse the Graphic Communications Conference, International Brotherhood of Teamsters (the Union) \$111,040 for costs and expenses incurred in collective bargaining, plus interest accrued to the date of payment as prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra, minus tax withholdings required by Federal and State laws;

(4) Make whole named unit employees for merit pay losses by paying them the amounts following their names, which total \$221,596,³ plus interest accrued to the date of

payment as prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra, plus any other amounts that have accrued as a result of Respondent Ampersand's failure to restore the employee wage rates, including backpay, excess tax, and interest as prescribed in *New Horizons*, compounded daily as prescribed in *Kentucky River Medical Center*, until Respondent Ampersand fully complies with this specific remedy, minus tax withholdings required by Federal and State laws;

(5) Make whole named unit employees for the use of non-unit employees to perform unit work by paying them the amounts following their names, which total \$936,005, plus interest accrued to the date of payment as prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra, minus tax withholdings required by Federal and State laws; and

(6) Make whole Dennis Moran, Richard Mineards, and other unit employees in the amount of \$186,178 for the adverse tax consequences of receiving lump-sum backpay awards.⁴

On August 11, 2022, the United States Court of Appeals for the Ninth Circuit entered its Judgment enforcing in full the Board's Supplemental Order.⁵ On July 21, 2023, Respondent Ampersand ceased operations and filed a

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 *Ampersand Publishing, LLC d/b/a Santa Barbara News-Press*, 370 NLRB No. 119.

³ Since the Board's Supplemental Order issued, backpay, interest, and excess tax liability continued to accrue for those unit employees who remained employed until the date their employment ended, or until July

21, 2023, the approximate date Respondent Ampersand ceased its operations. Accordingly, an additional \$44,701.00 is owed for a total of \$266,297.00.

⁴ Since the Board's Supplemental Order issued, additional excess tax liability is owed for the make-whole remedy to named unit employees for merit pay losses. Consequently, an additional \$2560.00 is owed for a total liability of \$188,738.00.

⁵ No. 21-71060.

Chapter 7 Bankruptcy Petition, claiming insolvency and seeking dissolution.⁶

A controversy having arisen regarding the liability of Respondent Ampersand, 715 Anacapa, LLC (Respondent Anacapa), 725 Kellogg, LLC (Respondent Kellogg), and Wendy McCaw (Respondent McCaw) (jointly the Respondents) to fulfill the remedial obligations as set forth in the Board's Supplemental Order and Court judgment, the Regional Director for Region 31 issued a compliance specification and notice of hearing on March 11, 2025.⁷ Although not parties to the original unfair labor practice litigation, Respondent Anacapa and Respondent Kellogg were added to the compliance specification and are alleged to be jointly and severally liable for Respondent Ampersand's unfair labor practices as a single employer and/or single-integrated enterprise within the meaning of the Act. In addition, Respondent McCaw, an individual, was added to the compliance specification and is alleged to be personally liable, jointly and severally, to fulfill the remedial obligations of the Board's Supplemental Order.

The compliance specification additionally sets forth the following allegations.

Relationships among the Respondents

1. Operations of the Respondents

(a) At all material times, Respondent Ampersand, a California limited liability company with an office and place of business at 715 Anacapa Street, Santa Barbara, California, has been engaged in the publication of the *Santa Barbara News-Press*, a daily newspaper.

(b) At all material times, Respondent Anacapa, a California limited liability company with a registered business located at 1301 Santa Barbara Street, Santa Barbara, California, and an office building and place of business at 715 Anacapa Street, Santa Barbara, California, has been a real estate holding company.

(c) At all material times, Respondent Kellogg, a California limited liability company with a registered business located at 1301 Santa Barbara Street, Santa Barbara, California and an office building and a printing facility located at 725 Kellogg Avenue, Goleta, California, has been a real estate holding company.

(d) At all material times, Respondent Ampersand, Respondent Anacapa, and Respondent Kellogg have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have shared common premises and facilities; have interrelated operations with common equipment; have provided services for and made sales to each other; and have held

themselves out to the public as a single-integrated enterprise by failing to maintain an arm's length relationship.

(e) Based on the operations described above in paragraphs 1(a) through (d), Respondent Ampersand, Respondent Anacapa, and Respondent Kellogg constitute a single integrated business enterprise within the meaning of the Act.

(f) Based on the operations described above in paragraphs 1(a) through (d), Respondent Ampersand, Respondent Anacapa, and Respondent Kellogg have been at all material times, a single employer within the meaning of the Act.

(g) Respondent Anacapa and Respondent Kellogg are severally and jointly liable for remedying the unfair labor practices of Respondent Ampersand as found in the Board Order.

2. Individual Liability of Respondent McCaw

(a) At all material times, Respondent McCaw was the sole owner and an officer and/or agent of Respondent Ampersand, Respondent Anacapa, and Respondent Kellogg.

(b) At all material times, Respondent McCaw owned or controlled the following corporate entities: 1998 Ampersand Aviation, LLC; Ampersand Aviation, LLC; Georgetown Interstate Aviation, LLC; Stanford Farms Trust, LLC; Ampersand Properties, Inc.; Ampersand Holdings, Inc.; and Ampersand Capital, LLC.

(c) At all material times, McCaw was the sole authorized signer on the bank accounts for Georgetown Interstate Aviation, LLC; Stanford Farms Trust, LLC; and Ampersand Holdings, Inc.

(d) From about January 2017 through June 2019, McCaw transferred \$91,011.22 from Respondent Ampersand to Ampersand Aviation, LLC.

(e) From about January 2017 to July 2020, McCaw transferred \$622,531.78 from Respondent Ampersand to Georgetown Interstate Aviation, LLC.

(f) From about 2017 to 2022, McCaw transferred \$214,914.20 from Respondent Ampersand to Ampersand Properties, Inc.

(g) From about March 2017 to February 2023, McCaw transferred \$344,186.12, including some transactions described as "payroll" from Respondent Ampersand to Ampersand Holdings, Inc.

(h) From about March 2020 to August 2020, McCaw made a series of eleven \$5000.00 transfers of Respondent Ampersand's funds directly to herself, amounting to a total of \$55,000.00.

(i) From about 2019 to 2021, McCaw used \$9,706.92 in funds from Respondent Ampersand to pay the estate

⁶ The accrual of backpay owed under the Board's Supplemental Order and Court judgment is therefore tolled as of July 21, 2023.

⁷ Hereinafter, all dates are in 2025 unless otherwise indicated.

manager for Stanford Farms Trust, LLC, and transferred payments labeled as “payroll” from Respondent Ampersand to Stanford Farms Trust, LLC and vice-versa.

(j) From about June 2022 to August 2022, in a series of 12 transactions, McCaw transferred \$110,000.00 from Respondent Ampersand to Ampersand Capital, LLC.

(k) Based on the conduct described above in paragraphs 2(a) through 2(j), McCaw failed to adhere to corporate formalities in the management and direction of the Respondents by: (1) commingling funds among entities she owns and herself; (2) failing to maintain a proper arm’s length relationship between the Respondents; and (3) diverting corporate assets for noncorporate purposes.

(l) About July 21, 2023, and at all material times thereafter, Respondent Ampersand was insolvent or became insolvent as a result of McCaw’s mistreatment of its assets by the transfers described in paragraphs 2(d) through (j).

(m) Based on the conduct described above in paragraphs 2(d) through (j), adherence to the corporate form would sanction a fraud, promote injustice, or lead to an evasion of legal obligations.

(n) Based on the conduct described above in paragraphs 2(k) through (m), the corporate veil shielding McCaw from personal liability arising from the Board’s Supplemental Order and Court judgment should be pierced.⁸

Failure to file an answer

The compliance specification notified the Respondents that they must file an answer on or before March 25. The Region mailed additional copies of the compliance

⁸ See *White Oak Coal Co., Inc.*, 318 NLRB 732 (1995), enfd. mem. 81 F.3d 150 (4th Cir. 1996).

⁹ Regarding service, according to the General Counsel’s motion and accompanying exhibits, on March 11, 2025, the Region served the compliance specification on Respondent Ampersand’s Director of News Operations and its Human Resources Director by certified and electronic mail, respectively. The U.S. Postal Service website suggests that the certified mailing was returned to the Region as undeliverable. On March 26, the Region served the compliance specification on Respondents Anacapa, Kellogg, and Ampersand (for a second time) by certified mail on the registered agent and address listed for each of them on the California Secretary of State website. The Region also served the compliance specification by certified mail on McCaw at the address listed on the California Secretary of State website and at her last known address. Notably, the website of the California Secretary of State reflects that McCaw serves as the registered agent for Anacapa and Kellogg. The March 26 certified mailings sent to Anacapa, McCaw, and Ampersand were returned to the Region as non-deliverable by the U.S. Postal Service, and the U.S. Postal Service website indicates that the mailing sent to Kellogg is “moving through network.” The Region sent the April 11 reminder letters, which each included a copy of the compliance specification, by regular mail to the Respondents at the same addresses. The letters sent to Ampersand’s Director of News Operations and its Human Resources Director were returned as undeliverable. However, the letters sent to Respondents Anacapa, Kellogg, and McCaw were not returned.

Here, we deem service of the compliance specification sufficient because it was reasonably calculated to give the Respondents notice of the

specification to the Respondents via certified mail on March 26. Although properly served with a copy of the compliance specification, the Respondents failed to file an answer.

By letter dated April 11, the Regional Director advised the Respondents that the compliance specification had issued on March 11; that the Respondents’ answer was due on March 25; that the Region mailed additional copies of the compliance specification on March 26; that the Respondents had failed to file an answer; and that failure to file an answer by April 18 would result in the General Counsel seeking default judgment. Despite the reminder letters, the Respondents failed to file an answer.⁹

Motion, Order, and Notice

On April 28, the General Counsel filed with the Board a motion for default judgment, with attached exhibits. On June 13, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. Although properly served, the Respondents filed no response. The allegations in the motion and in the compliance specification are therefore undisputed.

Ruling on the Motion for Default Judgment

Section 102.56(a) of the Board’s Rules and Regulations provides that a respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) provides that if the respondent fails to file an answer to the specification within the time prescribed by

Board’s proceedings. See *NLRB v. Clark*, 468 F.2d 459, 465 (5th Cir. 1972) (“To effectuate the congressional policy in favor of service by mail, it is necessary that the NLRB be able to judge the quality of its attempts at service by something other than the fortuity of whether a defendant can be shown to have had actual notice. The proper test . . . is whether in the circumstances the procedure used would in all probability have informed the defendant of the proceedings against [it].”); see also *National Automatic Sprinklers, Inc.*, 307 NLRB 481, 481 fn. 1 (1992) (service “is accomplished by a deposit in the mail to the last known address of a respondent”). Further, the failure of the Postal Service to return the April 11 warning letters and accompanying compliance specifications, served by regular mail on Respondents Anacapa, Kellogg, and McCaw “indicates actual receipt of th[ose] document[s].” *I.C.E. Electric*, 339 NLRB 247, 247 fn. 2 (2003). See *GTS Ambulance Transportation, LLC*, 367 NLRB No. 82, slip op. at 1 fn.1 (2019) (stating that “where two companies are alter egos and/or single employers, service on one is sufficient to constitute service on the other”). In any event, it is well settled that a respondent’s failure or refusal to accept certified mail or to provide for appropriate service cannot serve to defeat the purpose of the Act. See, e.g., *Cray Construction Group, LLC*, 341 NLRB 944, 944 fn. 5 (2004). Accord *California Truck Driving Academy, LLC*, 373 NLRB No. 95, slip op. at 1 fn.1 (2024), and cases cited there.

In accordance with the views expressed in his dissent in *California Truck Driving Academy*, Member Prouty would deny the motion for default judgment without prejudice to the General Counsel renewing the motion when proper service can be demonstrated.

this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate.

According to the uncontroverted allegations of the motion for default judgment, the Respondents, despite having been advised of the filing requirements, have failed to file an answer to the compliance specification. In the absence of good cause for the Respondents' failure to file an answer, we deem the allegations in the compliance specification to be admitted as true, and we grant the General Counsel's motion for default judgment.¹⁰ Accordingly, we conclude that the Respondents are jointly and severally liable for the reimbursement of negotiation expenses and payment of backpay and expenses due bargaining unit employees as described in the compliance specification, and we order the Respondents to pay those amounts to the Union, Moran, Mineards, and other bargaining unit employees, plus interest accrued to the date of payment, minus tax withholdings by Federal and State Laws.

ORDER

The National Labor Relations Board orders that Respondents Ampersand, Anacapa, and Kellogg, a single employer/single-integrated employer, and Respondent McCaw, an individual, Santa Barbara, California, their

officers, agents, successors, and assigns shall jointly and severally make the Union, Moran, Mineards, and other bargaining unit employees whole by paying them the amounts set forth in Exhibits 1(a) through 1(g) of the compliance specification, for the combined total amount of \$3,602,579.00, plus interest accrued to the date of payment, as prescribed by *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010), minus tax withholdings required by Federal and State laws.

Dated, Washington, D.C. June 4, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

¹⁰ The record in this case indicates that on July 21, 2023, Respondent Ampersand filed a petition for Chapter 7 bankruptcy in the United States Bankruptcy Court, Central District of California, Northern Division, Case Number 9:23-bk-10601-RC. It is well established 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, Inc.*, 295 NLRB 933, 933 fn. 2 (1989) (citing cases). Board 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).

Further, a respondent's cessation of operations does not excuse it from filing an answer to a complaint or compliance specification. See, e.g., *OK Toilet & Towel Supply, Inc.*, 339 NLRB 1100, 1100-1101 (2003); *Dong-A Daily North America*, 332 NLRB 15, 15-16 (2000). See also *GDT Electrical, Inc.*, 356 NLRB No. 154, slip op. at 1, fn. 2 (2011).