Everglades Partners LLC d/b/a Keke's Breakfast Café *and* Sean Power. Case 12-CA-357963

July 23, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

The General Counsel seeks a default judgment in this case on the ground that Everglades Partners LLC d/b/a Keke's Breakfast Café (the Respondent) has failed to file an answer to the complaint. Upon a charge filed by Sean Power on January 8, 2025, the General Counsel issued a complaint and notice of hearing on March 17, 2026,[1] against the Respondent, alleging that it has violated Section 8(a)(1) of the Act. Although properly served copies of the charge and complaint, the Respondent failed to file an answer.

On May 12, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On May 14, 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

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 March 31, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated April 3, notified the Respondent that unless an answer was received by April 10, the Board could find all allegations of the complaint to be true pursuant to the Board's Rules and Regulations. On April 15, the Region issued an order extending the Respondent's time to file an answer until April 29, attached the complaint, and served the Respondent at additional addresses. On May 4, the Region again notified the Respondent that unless an answer was received by May 11, the Board could find all allegations of the complaint to be true. Notwithstanding these reminders and extensions, the Respondent has filed no answer nor requested an extension of time to file an answer.

It appears that the Respondent is not represented by counsel in this proceeding. Although the Board has shown some leniency toward respondents who proceed without the benefit of counsel, the Board has consistently held that pro se status alone does not establish a good cause explanation for failing to file an answer. See, e.g., *Patrician Assisted Living Facility*, 339 NLRB 1153, 1153 (2003); *Sage Professional Painting Co.*, 338 NLRB 1068, 1068 (2003). Here, the Respondent never filed an answer, and it offered no good cause explanation for its failure to do so, despite being reminded that its answer was due.

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

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a Florida limited liability company with its principal office and place of business located at 2218 N. Congress Avenue, Boynton Beach, Florida, has been engaged in the business of operating restaurants.

During the past 12 months, in conducting its business operations described above, the Respondent derived gross revenues in excess of $500,000 and purchased and received goods at its restaurants in Florida valued in excess of $50,000 directly from points located outside the State of Florida and from other enterprises located within the State of Florida, each of which other enterprises had received the goods directly from points outside the State of Florida.

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

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, 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:

Daniel Ricks	General Manager
Stephanie Scott	District Manager
Shequana Watson	Assistant General Manager

[1] Unless otherwise specified, all dates are 2026.

2.(a) On about October 27, 2024, the Respondent's employee Sean Power engaged in concerted activities with other employees for the purpose of mutual aid and protection, by discussing employees' concerns with the Respondent about managers serving tables of customers, thereby reducing the opportunities for employees to earn tips from customers.

(b) On about October 30, 2024, the Respondent's employee Sean Power engaged in concerted activities with other employees for the purpose of mutual aid and protection by reporting to the Respondent's corporate office that managers were serving tables of customers, thereby reducing the opportunities for employees to earn tips from customers.

3.(a) On about November 9, 2024, the Respondent removed its employee Sean Power from its work schedule and discharged him.

(b) The Respondent engaged in the conduct described above in paragraph 3(a) because Sean Power engaged in the conduct described above in paragraphs 2(a) and 2(b), and to discourage employees from engaging in these or other concerted activities.

CONCLUSION OF LAW

By the conduct described 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. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(1) by removing employee Sean Power from its schedule and discharging him for engaging in protected concerted activity, we shall order the Respondent to offer him full reinstatement to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed. We shall also order the Respondent to make Power whole, with interest, for any loss of earnings and other benefits suffered as a result of his unlawful removal from the schedule and discharge. 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 *Thryv, Inc.*, 372 NLRB No. 22 (2022), vacated in part on other grounds 102 F.4th 727 (5th Cir. 2024), the Respondent shall also compensate Power for any other direct or foreseeable pecuniary harms incurred as a result of his unlawful removal from the schedule and discharge, including reasonable search-for-work and interim employment expenses, if any, regardless of whether these expenses exceed interim earnings.[2] 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 Power 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 12 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 12 a copy of Power'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 references to the unlawful removal of Power from its schedule and his discharge and to notify him in writing that this has been done and that the removal and discharge will not be used against him in any way.

ORDER

The National Labor Relations Board orders that the Respondent, Everglades Partners LLC d/b/a Keke's Breakfast Café, Boynton Beach, Florida, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Removing from its schedule and discharging employees for engaging in protected concerted activities, such as raising concerns about managers serving customers, thereby reducing employees' opportunities to earn tips.

[2] As stated in *Performance Plumbing, LLC*, 374 NLRB No. 48, slip op. at 2 fn. 2 (2026), and *Lodi Volunteer Ambulance Rescue Squad, Inc.*, 374 NLRB No. 26, slip op. at 3 fn. 3 (2026), Chairman Murphy and Member Mayer find no need at this time to express an opinion whether the novel remedies announced by the Board majority in *Thryv* are permissible under the Act. They would be open to reconsideration of that precedent in a future proceeding, but in the absence of a three-member majority to overrule it at this time, they agree to apply *Thryv*.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer Sean Power full reinstatement to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

(b) Make Sean Power whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of his unlawful removal from the schedule and discharge, in the manner set forth in the remedy section of this decision.

(c) Compensate Sean Power for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 12, 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 12, 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 Sean Power's corresponding W-2 form(s) reflecting the backpay award.

(e) Within 14 days from the date of this Order, remove from its files any references to the unlawful removal from its schedule and discharge of Sean Power, and within 3 days thereafter, notify him in writing that this has been done and that the removal and discharge will not be used against him 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 Florida copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 12, 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 November 9, 2024.

(h) Within 21 days after service by the Region, file with the Regional Director for Region 12 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. July 23, 2026

James R. Murphy, Chairman

David M. Prouty, 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

[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT remove you from our schedule or discharge you because you engage in protected concerted activities, such as raising concerns that managers are serving customers and thus reducing your opportunity to earn tips.

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 Sean Power full reinstatement to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make Sean Power whole for any loss of earnings and other benefits resulting from his unlawful removal from the schedule and discharge, less any net interim earnings, plus interest, and WE WILL also make Sean Power whole for any other direct or foreseeable pecuniary harms suffered as a result of his unlawful removal and discharge, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Sean Power for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 12, 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 12, 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 Sean Power'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 references to our unlawful removal from the schedule and discharge of Sean Power and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

EVERGLADES PARTNERS LLC D/B/A KEKE'S BREAKFAST CAFÉ

The Board's decision can be found at www.nlrb.gov/case/ 12-CA-357963 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.