UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

HB BOARDROOM GALLERIA, LLC

Respondent

Case 16-CA-373437

and

ELIZABETH VILLEGAS, an Individual

Charging Party

Alex Romo, Esq.,
for the General Counsel.
E. Michelle Bohreer, Esq.,
for the Respondent.

DECISION AND ORDER

SUSANNAH MERRITT, Administrative Law Judge. This case was tried via Zoom videoconference, on August 4, 2026, following the issuance by the Regional Director of Region 16 of the National Labor Relations Board (the Board) of a Complaint and Notice of Hearing (the complaint) on May 18, 2026, based on charges filed by Elizabeth Villegas, an individual (the Charging Party). Respondent HB Boardroom Galleria, LLC (Respondent) filed its Answer and First Amended Answer on June 1 and June 6, 2026, respectively.

On August 3, 2026, during a prehearing conference call, the parties informed the undersigned that they had reached agreement as to Respondent's liability and at hearing Counsel for the General Counsel (hereafter General Counsel) intended to make some minor technical amendments to the complaint and if the amendments were granted, Respondent intended to admit all of the paragraphs in the complaint. The parties also expressed that after the Respondent admitted the complaint paragraphs, the General Counsel would move for summary judgment, which Respondent did not intend to oppose.

On August 4, 2026, I opened the record for the hearing in this case virtually by Zoom videoconference with all parties present. At the hearing, the General Counsel, moved to amend the case caption to correct Respondent's name from "Boardroom Styling Lounge Houston Galleria" to "HB Boardroom Galleria, LLC". In addition, the General Counsel moved to amend paragraphs 2(a), 2(b), and the introductory language of paragraph 4 of the Complaint as set forth below:

2.

(a) Throughout August and September 2025, Respondent operated as a Limited Liability Corporation with facilities in Houston, Texas, and nationwide including its facility located at 1121 Uptown Park Boulevard, Suite number 12, Houston, Texas, 77056 (Houston Galleria facility), the only facility involved herein, and was engaged in the business of providing hairdresser and salon services for men.

(b) During the calendar year ending on December 31, 2024, in conducting its business operations described above in paragraph 2(a), Respondent derived gross revenues in excess of $500,000.

4.

From about September 6, 2025, to about February 9, 2026, Respondent maintained the following rules:

(a) "Confidentiality of Salary and Benefit Agreement," providing that employees ". . . hereby agree to abstain from discussing salary or wage levels and company benefits with other employees. I agree that such information is confidential and discussing it within [sic] can create a hostile work environment. An employee violating this agreement will be considered to have committed a breach of confidentiality and will be subject to disciplinary action, up to and possibly including termination of employment."

(b) A "Confidentiality, Non-Compete & Non-Solicitation Agreement," which included a "Covenant Not to Solicit Company Employee to Leave Employment" setting forth that "[t]he Team Member agrees that, during the Team Member's employment and for a period of two years after the Team Member ceases to be employed by Boardroom for any reason, the Team Member agrees that the Team Member will not directly or indirectly solicit, induce or cause any of the Boardroom's employees to leave Boardroom's employ for any reason."

There were no objections to the proposed amendments, and I granted the amendments at the hearing.

Thereafter, Respondent through counsel specifically admitted to each and every paragraph of the amended complaint, both with regard to facts as well as liability. As was discussed at the hearing, the General Counsel filed a written Motion for Summary Judgment (Motion) with the undersigned after the hearing concluded. As Respondent did not have the General Counsel's Motion before her until after the hearing, I provided Respondent until August 14, 2026, to make any objections to the General Counsel's Motion. As was expected, Respondent did not file any opposition to the General Counsel's Motion.

Given that Respondent has admitted to all paragraphs of the Complaint as amended at hearing, and consistent with Sections 102.24(a) and 102.35(a)(8) of the Board's Rules and Regulations,[1] I grant the General Counsel's Motion.

On the basis of the record, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Throughout August and September 2025, Respondent operated as a Limited Liability Corporation with facilities in Houston, Texas, and nationwide including its facility located at 1121 Uptown Park Boulevard, Suite number 12, Houston, Texas, 77056 (Houston Galleria facility), and was engaged in the business of providing hairdresser and salon services for men. During the calendar year ending on December 31, 2024, in conducting its business operations, Respondent derived gross revenues in excess of $500,000 and purchased and received goods valued in excess of $5,000 directly from points outside the State of Texas. Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the National Labor Relations Act (the Act).

II. ALLEGED UNFAIR LABOR PRACTICES

Respondent admits and I find the following:

From about September 6, 2025, to about February 9, 2026, Respondent has maintained the following workplace rules:

> A "Confidentiality of Salary and Benefit Agreement," providing that employees ". . . hereby agree to abstain from discussing salary or wage levels and company benefits with other employees. I agree that such information is confidential and discussing it within [sic] can create a hostile work environment. An employee violating this agreement will be considered to have committed a breach of confidentiality and will be subject to disciplinary action, up to and possibly including termination of employment."

> A "Confidentiality, Non-Compete & Non-Solicitation Agreement," which included a "Covenant Not to Solicit Company Employee to Leave Employment" setting forth that "[t]he Team Member agrees that, during the Team Member's employment and for a period of two years after the Team Member ceases to be employed by Boardroom for any reason, the Team Member agrees that the Team Member will not directly or indirectly

[1] Sec. 102.24(a) of the Board's Rules and Regulations states that all motions for summary judgment *prior* to the hearing must be filed in writing with the Board pursuant to Sec. 102.50. However, *all* motions made at the hearing must be made in writing or stated orally on the record to the administrative law judge. Such motions include motions for summary judgment as Sec. 102.35(8) of the Board's Rules and Regulations authorizes an assigned administrative law judge to dispose of motions for summary judgment.

solicit, induce or cause any of the Boardroom's employees to leave Boardroom's employ for any reason."

At all material times, Guy Gonzalez (Gonzalez) was Respondent's owner and Ashley Jewell (Jewell) was Respondent's Area Manager and both Gonzalez and Jewell were Section 2(11) supervisors or Section 2(13) agents of Respondent.

On or about August 22, 2025, the Charging Party commenced working for the Respondent as a stylist.

About September 11, 2025, Respondent, by Area Manager Jewell via text message, advised Charging Party that she and other employees were required to complete and execute the "Confidentiality of Salary and Benefit Agreement" and the "Confidentiality, Non-Compete & Non-Solicitation Agreement" set forth above (the Agreements) as a condition of employment, and that the Respondent would not modify said Agreements.

About September 11, 2025, Respondent discharged the Charging Party, because she refused to sign the Agreements.

III. CONCLUSIONS OF LAW

Based on Respondent's admissions, I find that Respondent has violated the Act as alleged.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

By maintaining the following rules:

> A "Confidentiality of Salary and Benefit Agreement," providing that employees ". . . hereby agree to abstain from discussing salary or wage levels and company benefits with other employees. I agree that such information is confidential and discussing it within [sic] can create a hostile work environment. An employee violating this agreement will be considered to have committed a breach of confidentiality and will be subject to disciplinary action, up to and possibly including termination of employment."
>
> A "Confidentiality, Non-Compete & Non-Solicitation Agreement," which included a "Covenant Not to Solicit Company Employee to Leave Employment" setting forth that "[t]he Team Member agrees that, during the Team Member's employment and for a period of two years after the Team Member ceases to be employed by Boardroom for any reason, the Team Member agrees that the Team Member will not directly or indirectly solicit, induce or cause any of the Boardroom's employees to leave Boardroom's employ for any reason."

Respondent has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

By advising Elizabeth Villegas that she and other employees were required to complete and execute the “Confidentiality of Salary and Benefit Agreement” and the “Confidentiality, Non-Compete & Non-Solicitation Agreement” as a condition of employment, and that the Respondent would not modify said Agreements, Respondent has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

By discharging Elizabeth Villegas on about September 11, 2025, because she refused to sign the “Confidentiality of Salary and Benefit Agreement” and the “Confidentiality, Non-Compete & Non-Solicitation Agreement,” Respondent has interfered with, restrained, and coerced 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 Respondent described above affect commerce within the meaning of Section 2(2), (6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent, having unlawfully discharged Elizabeth Villegas, must offer her reinstatement to her former job or if that job no longer exists, to a substantially equivalent position without prejudice to her seniority and other rights and privileges she would have enjoyed absent the discrimination against her. The Respondent shall also make Elizabeth Villegas whole for any loss of earnings and other benefits.

The make-whole remedy 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). Consistent with *Thryv, Inc.*, 372 NLRB No. 22, slip op. at 14 (2022), enf. denied in part on other grounds, 102 F.4th 727 (5th Cir. 2024), Respondent shall also compensate Elizabeth Villegas for any other direct or foreseeable pecuniary harms incurred as a result of the unlawful termination, including reasonable search-for-work and interim employment expenses, if any, regardless of whether these expenses exceed interim earnings. Compensation for those 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.

In addition, the Respondent shall compensate Elizabeth Villegas for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 16, 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 years, in accordance with *AdvoServ of New Jersey, Inc.,* 363 NLRB 1324 (2016). In accordance with *Cascades Containerboard Packaging–Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021), the Respondent shall also be required to file with the Regional

Director for Region 16 a copy of Elizabeth Villegas' corresponding W–2 form reflecting the backpay award.

The Respondent shall also be required to remove from its files any references to the unlawful termination of Elizabeth Villegas and to notify her in writing that this has been done and that the discharge will not be used against her in any way.

The Respondent shall post an appropriate informational notice, as described in the attached appendix. This notice, on a form provided by the Regional Director for Region 16, 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, the Respondent shall distribute the notice electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notice is not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed its Houston Galleria facility, 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 the Houston Galleria facility at any time since September 6, 2025.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[2]

ORDER

The Respondent, HB Boardroom Galleria, LLC, Inc., Houston, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Maintaining and presenting its employees with Confidentiality of Salary and Benefit Agreements that include confidentiality provisions requiring employees to abstain from discussing salary and wage levels and company benefits with each other, and threatening to discipline and/or terminate employees who do so.

(b) Maintaining and presenting its employees with Confidentiality, Non-Compete & Non-Solicitation Agreements that include a non-compete provision informing employees that they may not "solicit, induce or cause any of [Respondent's] employees to leave [Respondent's] employ for any reason."

[2] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes due under the terms of this Order.

(c) Discharging employees for refusing to sign the Confidentiality of Salary and Benefit Agreement and/or Confidentiality, Non-Compete & Non-Solicitation Agreement referenced above.

(d) In any other 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 full reinstatement to Elizabeth Villegas to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

(b) Make Elizabeth Villegas whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms suffered as a result of her unlawful termination.

(c) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharge of Elizabeth Villegas and within three days thereafter notify her in writing that this has been done and that the discharge will not be used against her in any way.

(d) Compensate Elizabeth Villegas for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 16, 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 years.

(e) File with the Regional Director for Region 16, 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 Elizabeth Villegas corresponding W-2 forms reflecting the backpay award.

(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 of the Board's order, rescind the portions of its confidentiality agreements, which contain overbroad confidentiality and non-compete language and notify, in writing, all current and former employees who were employed by the Respondent at any time since September 6, 2025, that this has been done and that such language will not be enforced or given effect.

(h) Within 14 days after service by the Region, physically post at its Houston Galleria facility, copies of the attached Notice to Employees. Copies of the Notice, on forms provided by the Regional Director for Region 16 after being signed by the Respondent's authorized representative, shall be posted by Respondent and maintained for at least 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute the notice electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notice is not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed its facility, 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 the facility at any time since September 6, 2025.

(i) Within 14 days after service by the Region, deliver to the Regional Director for Region 16 signed copies of the Respondent's notice to employees for posting by Respondent at its Houston Galleria facility in all places where notices to employees are customarily posted.

(j) Within 21 days after service by the Region, file with the Regional Director for Region 16 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated, Washington, D.C. September 2, 2026

Susannah Merritt
U.S. Administrative Law Judge

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 a representative 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 maintain overly broad Confidentiality of Salary and Benefit Agreements that include confidentiality provisions requiring employees to abstain from discussing salary and wage levels and company benefits with each other, and **WE WILL NOT** threaten to discipline and/or terminate employees who do so.

WE WILL NOT maintain overly broad Confidentiality, Non-Compete & Non-Solicitation Agreements that include a non-compete provision that informs employees that they may not "solicit, induce or cause any of [our] employees to leave [our] employ for any reason."

WE WILL NOT discharge or otherwise discriminate against any of you for refusing to sign our Confidentiality of Salary and Benefit Agreement referenced above.

WE WILL NOT discharge or otherwise discriminate against any of you for refusing to sign our Confidentiality, Non-Compete & Non-Solicitation Agreement referenced above.

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 Elizabeth Villegas full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

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

WE WILL compensate Elizabeth Villegas for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 16 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 years.

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

HB BOARDROOM GALLERIA, LLC
(Employer)

Dated: ______________________ By: ______________________________
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov

819 Taylor Street, Room 8A24, Fort Worth, TX 76102-6107
(817) 978-2921, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/16-CA-373437 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.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (682) 703-7489.