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**Lone Spur Cafe Queen Creek LLC and Michael Houtz
and Jon Kyle Taulton.** Cases 28–CA–284166 and
Case 28–CA–299606

September 30, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY
AND MAYER

The General Counsel seeks a default judgment in this case pursuant to the terms of an informal Board settlement agreement. Michael Houtz filed a charge and two amended charges on October 6, November 18, 2021, and January 21, 2022,¹ respectively, and Jon Kyle Taulton filed a charge on July 15, 2022, alleging that Lone Spur Cafe Queen Creek LLC (the Respondent) violated Section 8(a)(1) of the Act. On May 30, 2023, the Regional Director for Region 28 issued an Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing based on those charges.

The Respondent and Charging Parties subsequently entered into an informal settlement agreement, which the Regional Director approved on January 3, 2024.² Among other things, the settlement agreement required the Respondent to: (1) at its expense, mail a copy of the Notice to Employees in English, and in additional languages if found appropriate by the Regional Director, to all current and former employees who were employed at any time since June 15, 2022;³ (2) electronically distribute the Notice via email “to all employees who work at [the Respondent’s Queen Creek] facility”; (3) make whole employees Karen Houtz, Michael Houtz, Jennifer Standage, and Jon Kyle Taulton by remitting the agreed upon amounts of front pay, backpay, interest, and excess tax; (4) complete and sign the “Report of Backpay Paid Under the National Labor Relations Act” allocating backpay to the appropriate calendar years and provide W-2 forms; (5) comply with the Notice attached to the settlement agreement; and (6) notify the Regional Director of compliance.

The settlement agreement also contained the following provision:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement

by the Charged Party, and after 14 days’ notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Appendix A Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Appendix A Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

On March 5, 2024, the Region sent the Respondent, by email, a copy of the settlement packet, with a cover letter explaining the remedial actions it was required to take to comply and providing a deadline for compliance of March 19. The Region received no response on March 19. On March 21, 2024, the Region’s Compliance Officer emailed the Respondent concerning its failure to comply with the terms of the settlement agreement. By email to

¹ The General Counsel’s motion for default judgment states that Charging Party Houtz’ second amended charge was filed on January 1, 2021. This error had previously been made in the Consolidated Complaint as was the misspelling of Charging Party Taulton’s last name. These inadvertent errors have no effect upon our decision and order.

² The Charging Parties separately initialed and executed two identical agreements. Both agreements were executed by the Respondent and approved by the Regional Director on the same dates and herein are referred to collectively as the “settlement agreement.”

³ The settlement agreement indicates that the Notice is attached as Appendix A, which is the only appendix.

the Respondent on September 13, 2024, the Regional Director notified the Respondent that it must comply with the terms of the settlement agreement within 14 days, or he would, *inter alia*, reissue the complaint and seek a default judgment with the Board.

On February 6, 2026, the Region attempted again to solicit compliance with the settlement agreement. That same day, the Respondent's counsel responded that the Respondent had ceased operations and was unable to comply with the settlement agreement. Between February and April 2026, the Region sought information relevant to the Respondent's inability to comply. On April 3, 2026, the Regional Attorney notified the Respondent through its attorney that without having the necessary documents to assess the Respondent's claim of an inability to comply or the potential liability of any related entity, the Region would proceed with issuing a complaint based on the breach of the agreement and institute default judgment proceedings.

Accordingly, pursuant to the terms of the noncompliance provisions of the agreement, on May 22, 2026, the Regional Director issued a Consolidated Complaint Based on Breach of Affirmative Provisions of Settlement Agreement. On May 28, 2026, the General Counsel filed Motions to Transfer and Continue Matter Before the Board and For Default Judgment.

On June 2, 2026, the Board issued an Order Transferring Proceeding to the Board and 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.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to comply with the terms of the settlement agreement. Consequently, pursuant to the noncompliance provision of the settlement agreement set forth above, we find that all the allegations of the Consolidated Complaint are admitted as true.⁴ Accordingly, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a limited liability company with an office and place of business in Queen Creek, Arizona (the Respondent's facility), and has

been operating a public restaurant selling food and beverages.

At all material times in conducting its business operations, the Respondent annually derived gross revenues in excess of \$500,000. At all material times in conducting its business operations, the Respondent annually purchased and received at its Queen Creek facility goods valued in excess of \$5000 directly from points outside the State of Arizona.

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:

Cory Farley	- Chief Executive Officer
Ben Christy	- Regional Manager
Khori Minor	- District Manager
Ryan Whitehead	- General Manager
Michael Boughner	- Assistant General Manager
April Willet	- Assistant Manager
Kathleen Barnes	- Human Resource Manager
Dean (last name unknown)	- Kitchen Manager

2.(a) In around early August 2021, the Respondent, by Ryan Whitehead, by electronic message, promulgated an overly broad directive requiring employees to discuss issues with management in a professional manner.

(b) The Respondent promulgated the rule described above in paragraph 2(a) in response to its employees engaging in protected concerted activities.

(c) From about September 25, 2021, to about September 27, 2021, the Respondent's employees Michael Houtz, Karen Houtz, and Jennifer Standage engaged in concerted activities with each other for the purposes of mutual aid and protection and concertedly complained to the Respondent regarding wages, hours, and working conditions of the Respondent's employees by raising concerns with each other and the Respondent about conditions of employment, including unsafe working conditions, and engaging in a work stoppage over those conditions.

⁴ See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

(d) About September 25, 2021, the Respondent, by Ryan Whitehead, by telephone, threatened employees with discharge for engaging in a work stoppage to protest the Respondent's unsafe working conditions.

(e) About September 26, 2021, the Respondent, by Ryan Whitehead and Ben Christy, at the Respondent's facility, threatened employees with discharge for engaging in a work stoppage to protest unsafe working conditions.

(f) About September 26, 2021, the Respondent discharged its employee Jennifer Standage.

(g) About September 27, 2021, the Respondent, by Ben Christy, by telephone, in two separate statements, threatened employees with discharge for engaging in a work stoppage to protest unsafe working conditions.

(h) About September 27, 2021, the Respondent discharged its employees Michael Houtz and Karen Houtz.

(i) Since about September 27, 2021, the Respondent failed and refused to reimburse employee Karen Houtz for supplies purchased to perform cook work.

(j) Since about September 27, 2021, the Respondent failed and refused to provide employee Karen Houtz with the date of her termination for use in applying for unemployment benefits.

(k) Since about September 27, 2021, the Respondent banned employee Michael Houtz from the Respondent's facility.

(l) From about June 13, 2022, to about June 15, 2022, the Respondent's employee Jon Kyle Taulton engaged in concerted activities with other employees for the purposes of mutual aid and protection and concertedly complained to the Respondent regarding wages, hours, and other working conditions by raising concerns with other employees and the Respondent about wages, hours, and other terms and conditions of employment, including employees not receiving their pay or having their pay directly deposited into their bank accounts.

(m) About June 15, 2022, the Respondent, by Michael Boughner, at the Respondent's facility:

(1) threatened employees with discharge for engaging in protected concerted activities; and

(2) by characterizing employees' protected concerted activities as insubordination, threatened its employees with unspecified reprisals for engaging in protected concerted activities.

(n) About June 15, 2022, the Respondent discharged its employee Jon Kyle Taulton.

(o) The Respondent engaged in the conduct described above in paragraphs 2(f) and 2(h) through 2(k) because the named employees engaged in the conduct described above in paragraph 2(c), and to discourage employees from engaging in these or other concerted activities.

(p) The Respondent engaged in the conduct described above in paragraph 2(n) because the named employee engaged in the conduct described above in paragraph 2(l), and to discourage employees from engaging in these or other concerted activities.

CONCLUSION OF LAW

By the conduct described above in paragraph 2, 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 take certain affirmative actions designed to effectuate the policies of the Act. Specifically, and as requested by the General Counsel in her motion for default judgment, we shall order the Respondent to comply with the unmet terms of the settlement agreement approved by the Regional Director for Region 28 on January 3, 2024.

Accordingly, we shall order the Respondent to mail the attached Notice to Employees in English, and in additional languages if deemed appropriate by the Regional Director, to all employees who worked for the Respondent at its Queen Creek facility since June 15, 2022.⁵

We shall order the Respondent to pay employees Karen Houtz, Michael Houtz, and Jon Kyle Taulton front pay, backpay, interest, and excess tax in the amounts set forth in the Backpay paragraph of the settlement agreement; complete and sign the "Report of Backpay Paid Under the National Labor Relations Act" allocating their backpay to the appropriate calendar years; and provide them with IRS Form W-2s.⁶

We shall also order the Respondent to provide neutral references for employees Karen Houtz, Michael Houtz, Jennifer Standage, and Jon Kyle Taulton to any future reference seeker.⁷

We shall further order the Respondent to remove from its files all references to the discharge of employee Jon

⁵ The General Counsel does not seek electronic distribution of the notice.

⁶ The fourth discriminatee, Jennifer Standage, had zero designated backpay.

⁷ The General Counsel specifically did not request that the Respondent provide outplacement services to the discriminatees. Additionally, the General Counsel did not seek a remedy for the handbook violations originally alleged and included in the settlement agreement in light of the closure of the Respondent's facility.

Kyle Taulton, and notify him in writing that this has been done and that his discharge will not be used against him in any way.⁸

Additionally, we shall order the Respondent to notify the Regional Director of what steps it has taken to comply with the settlement agreement.

In limiting our affirmative remedies to those enumerated above, we are mindful that the General Counsel is empowered under the default provision of the settlement agreement to seek “a full remedy for the violations found as is appropriate to remedy such violations.”⁹ However, in her Motion for Default Judgment, the General Counsel has not requested a “full remedy,” and we will not, *sua sponte*, order one.¹⁰

ORDER

The National Labor Relations Board orders that the Respondent, Lone Spur Cafe Queen Creek LLC, its officers, agents, successors, and assigns, shall take the following affirmative action necessary to effectuate the policies of the Act.

(a) Consistent with the terms of the settlement agreement, mail the Notice to Employees in English, and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who worked for the Respondent at its Queen Creek facility at any time since June 15, 2022. The Regional Director shall provide the attached Notice to Employees to the Respondent to be signed by a responsible official of the Respondent, duplicated by the Respondent at its expense, and mailed by the Respondent to the employees at its expense. The Respondent shall provide the Regional Director with written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notice was mailed. If the Board Order is enforced by a judgment of a United States Court of Appeals, the words in the Notice reading “Distributed by Order of the National Labor Relations Board” shall be changed to read “Distributed Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

(b) Within 14 days from the date of this Order, remit to the Region the amounts set forth in the settlement agreement approved by the Regional Director for Region 28 on January 3, 2024, on behalf of employees Karen Houtz, Michael Houtz, and Jon Kyle Taulton, and in the manner set forth in the settlement agreement.

(c) Complete, sign, and file with the Regional Director a “Report of Backpay Paid Under the National Labor Re-

lations Act” allocating backpay to the appropriate calendar year for each employee named above.

(d) No later than January 30, 2027, issue an IRS Form W-2 for wages earned to each employee named above and provide the Regional Director with copies of the W-2s.

(e) Provide neutral references for employees Karen Houtz, Michael Houtz, Jon Kyle Taulton, and Jennifer Standage to any future reference seeker.

(f) Within 14 days of the date of this Order, remove from its files all references to the termination of employee Jon Kyle Taulton, and within 3 days thereafter, notify Taulton in writing that this has been done and that his termination will not be used against him in any way.

(g) Within 5 days, and again after 60 days, from the date of this Order, notify the Regional Director in writing of what steps the Respondent has taken to comply with the Board Order.

Dated, Washington, D.C. September 30, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NATIONAL LABOR RELATIONS BOARD
NOTICE TO EMPLOYEES
DISTRIBUTED 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 distribute and obey this notice.

⁸ We do not order the expungement of records for the other discriminatees, as it was not requested by the General Counsel because that remedy had been inadvertently omitted from the settlement agreement.

⁹ As set forth above, the settlement agreement provided that, in case of noncompliance, the Board may issue such a full remedy.

¹⁰ See *Benchmark Mechanical, Inc.*, 348 NLRB 576, 578 (2006); *Opal Care, LLC and Ruby Care LLC d/b/a Emerald Nursing & Rehabilitation Center*, 368 NLRB No. 103, slip op. at 3 fn. 5 (2019).

THE NATIONAL LABOR RELATIONS ACT 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 interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT interfere with your right to act together with other employees to raise concerns about terms and conditions of employment, including by discussing direct deposit pay, by telling you, in reference to your raising such concerns, you are being insubordinate.

You have the right to join with your fellow employees in concerted activities. These activities include talking to others about your wages, hours, and other terms and conditions of your employment, including complaints about the Employer's adherence to the "86 List" policy and allowing customers who are on the "86 List" to enter the Employer's bar, and bringing issues and complaints – even in participating in a protected work stoppage – about those subjects to us on behalf of yourself and other employees.

WE WILL NOT threaten you with unspecified reprisals because you engage in protected concerted activities.

WE WILL NOT threaten to take action against you because you talk about your pay with other employees or raise concerns about your pay or the pay of other employees with us.

WE WILL NOT give you overly-broad directions or instructions that interfere with your right to engage in protected concerted activities by telling you can only express your feelings if you are not being insubordinate.

WE WILL NOT threaten you with discharge because you engage in protected concerted activities.

WE WILL NOT ban our former employees from our restaurant and bar because they engaged in concerted activities.

WE WILL NOT discriminate against you in any way for engaging in protected concerted activities, including by terminating you because you engage in those protected activities.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind our directive that you must discuss issues with our management in a professional manner.

WE WILL make whole Jon Kyle Taulton, Karen Houtz, Michael Houtz, and Jennifer Standage, who have waived their right to reinstatement or re-employment with us, for any loss of earnings and other benefits resulting from their termination, plus frontpay, less any net interim earnings, plus interest.

WE WILL make Jon Kyle Taulton, Karen Houtz, Michael Houtz, and Jennifer Standage whole for any interim employment expenses and any consequential economic harm resulting from their unlawful discharges, plus interest.

WE WILL compensate Jon Kyle Taulton, Karen Houtz, Michael Houtz, and Jennifer Standage for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 28 a report allocating the backpay award to the appropriate calendar years.

WE WILL file with the Regional Director for Region 28 a copy of Jon Kyle Taulton's, Karen Houtz', Michael Houtz', and Jennifer Standage's corresponding IRS W-2 forms reflecting the backpay award.

WE WILL, within 14 days, remove from our files all references to the termination of employment of Jon Kyle Taulton and WE WILL, within 3 days thereafter, notify Jon Kyle Taulton in writing that this has been done and that the termination of employment will not be used against him in any way.

WE WILL provide Jon Kyle Taulton, Karen Houtz, Michael Houtz, and Jennifer Standage neutral references to any future reference seeker.

LONE SPUR CAFE QUEEN CREEK LLC

The Board's decision can be found at <https://www.nlrb.gov/case/28-CA-284166> 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.

