UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

GUARANTEED INVESTMENTS OH, LLC
D/B/A GUARANTEED DISPENSARY

and

Cases 09-CA-359348
09-CA-362692
09-CA-364055
09-CA-367930
09-CA-373453

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 75

DECISION AND ORDER

Statement of the Case

On June 22, 2026, Guaranteed Investments OH, LLC d/b/a Guaranteed Dispensary (the Respondent), United Food and Commercial Workers International Union (UFCW), Local 75 (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

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

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Employer's business

(a) At all material times, the Respondent, an Ohio limited liability company with an office and place of business located in Dayton, Ohio, has been engaged in the business of operating a medical and non-medical cannabis dispensary.

(b) In conducting its operations during the 12-month period ending February 1, 2026, the Respondent derived gross revenues in excess of $500,000, and purchased and received at its Dayton, Ohio facility goods valued in excess of $50,000 directly from points outside the State of Ohio.

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

2. The labor organization involved

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

3. The appropriate unit

(a) The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full time and regular part-time Patient Care Assistants employed by the employer at the facility located at 1910 Wayne Avenue, Dayton, Ohio 45410 but excluding all managers including store managers and all office clerical employees, professional employees, guards and supervisors as defined under the Act.[1]

(b) At all times since October 26, 2023, the Union has been the exclusive collective-bargaining representative of the unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Guaranteed Investments OH, LLC d/b/a Guaranteed Dispensary, Dayton, Ohio, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Promising employees health benefits, higher wages, or the ability to accept tips if they reject the Union as their bargaining representative.

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[1] The unit description in the parties' stipulated Order included a typo indicating that the Respondent's facility is located at 1919 Wayne Avenue, Dayton, Ohio. The correct location is 1910 Wayne Avenue. We have corrected this inadvertent error.

(b) Threatening employees by telling them it is futile to select the Union as their bargaining representative.

(c) Promising employees increased benefits and improved conditions of employment by soliciting employees' complaints and grievances.

(d) Soliciting employees to decertify the Union.

(e) Soliciting and assisting in the circulation of a decertification petition among employees.

(f) Watching, photographing, monitoring, videotaping, or otherwise surveilling employees' activities in support of the Union.

(g) Creating an impression among employees that their union activities are under surveillance.

(h) Interrogating employees about their union activities and the union activities of other employees.

(i) Discharging employees or otherwise discriminating against employees because they support a union or engage in union activity.

(j) Refusing to bargain in good faith with the Union in the following unit of employees (the unit):

> All full time and regular part-time Patient Care Assistants employed by the employer at the facility located at 1910 Wayne Avenue, Dayton, Ohio 45410 but excluding all managers including store managers and all office clerical employees, professional employees, guards and supervisors as defined under the Act.

(k) Refusing to provide or delaying in timely providing requested information to the Union that is necessary and relevant to its role as collective-bargaining representative of the unit.

(l) Refusing to meet and bargain with the Union at reasonable times and reasonable intervals.

(m) Engaging in bad faith surface bargaining not intended to reach a final agreement.

(n) Engaging in regressive bargaining.

(o) Bypassing the Union as the exclusive collective-bargaining representative of unit employees and dealing directly with them regarding their wages and

other terms and conditions of employment.

(p) Implementing new policies that relate to wages, hours, and other terms and conditions of employment of unit employees without first bargaining with the Union until either a collective bargaining agreement, or a good faith overall impasse is reached.

(q) Granting bargaining unit employees unscheduled pay raises without first bargaining with the Union until either a collective-bargaining agreement or a good faith overall impasse is reached. Providing coffee and snacks to bargaining unit employees without first bargaining with the Union until either a collective-bargaining agreement or a good faith overall impasse is reached.

(r) Refusing to bargain, upon request of the Union, over the discipline or discharge of unit employees.

(s) In any other manner interfering with, restraining or coercing employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

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

(a) Within 14 days of service by the Region:

i. Post in prominent places at the Respondent's facility and distribute the Board's order to all current employees at the Respondent's facility and all former employees employed at any time since January 1, 2024, by emailing and mailing the notice to all such employees employed at any time since January 1, 2024, posting the notice on social media websites, and posting on internal apps and intranet websites, if the Respondent communicates with its employees by such means.

ii. At a meeting or meetings scheduled to ensure the widest possible attendance, have Jennifer Penick read the attached Notice to Employees on work time in the presence of a Board agent and a representative of the Union to all employees employed by the Respondent, or have a Board agent read the attached Notice to Employees on work time in the presence of a representative of the Union to employees employed by the Respondent.

iii. Bargain in good faith with the Union as the exclusive collective-bargaining representative of the employees in the unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

iv. At the request of the Union, bargain in good faith with the Union for a minimum of 24 hours a month until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining; and prepare written bargaining progress reports every 15

days and submit them to the Regional Director and also serve the reports on the Union to provide the Union with an opportunity to reply.

v. At the request of the Union, rescind new work rules pertaining to employee uniforms, accepting tips, progressive discipline, and attendance points.

vi. Rescind the new policy limiting paid sick leave to only 8 hours and reinstate the original policy providing 40 hours of paid sick leave.

vii. Upon request of the Union, bargain over the discipline or discharge of unit employees.

viii. Within 15 days of the Board's Order, provide full and complete responses to the Union's outstanding information requests.

ix. Reimburse the Union for all bargaining and negotiating expenses incurred by it from December 5, 2024 to present.

(b) Within the time period set forth below of service by the Region:

i. Make Jasmine Knox, Matthew Shober, Brandon Johnson, Kayla Grable, and Kayli Gunckel whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, by payment to them in the amount set forth opposite their respective names:

	Backpay	Interest	Excess Tax	Expenses	Frontpay	Total
Jasmine Knox	$16,445	$1,145	$195	$735	$18,720	$37,240
Matthew Shober	$10,200	$735	$105	$0	$10,000	$21,040
Brandon Johnson	$4,388	$451	$65	$1,440	$10,000	$16,344
Kayla Grable	$23,422	$1,280	$218	$833	$10,000	$35,753
Kayli Gunckel	$31,051	$1,337	$228	$1,581	$10,000	$44,198

ii. In order to effectuate the above, the Respondent will pay Jasmine Knox, Matthew Shober, Brandon Johnson, Kayla Grable, and Kayli Gunckel in three payments over a 90-day

period by payment to them in the amount set forth opposite their respective names:

Jasmine Knox	$12,414	$12,413	$12,413
Matthew Shober	$7,014	$7,013	$7,013
Brandon Johnson	$5,448	$5,448	$5,448
Kayla Grable	$11,918	$11,918	$11,917
Kayli Gunckel	$14,733	$14,733	$14,732

iii. Compensate Jasmine Knox, Matthew Shober, Brandon Johnson, Kayla Grable, and Kayli Gunckel for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 9, no later than September 15, 2026, a report allocating the backpay award to the appropriate calendar years.

iv. Compensate Jasmine Knox, Matthew Shober, Brandon Johnson, Kayla Grable, and Kayli Gunckel for their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings.

v. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, and 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.

vi. Within 14 days from the date of this Order, remove from its files all references to the discharges of Jasmine Knox, Matthew Shober, Brandon Johnson, Kayla Grable, and Kayli Gunckel and, within 3 days thereafter, notify them in writing that this has been done and that their discharges will not be used against them in any way.

vii. File with the Regional Director for Region 9, no later than September 15, 2026 or the date the amount of backpay is fixed or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W-2 form(s) reflecting the backpay award.

viii. Within 14 days after service by the Region, the Respondent shall submit one signed and Sworn Certification of Compliance, Part 1 form certifying that it has complied with this Settlement Stipulation by providing the dates and specific locations (e.g., break room bulletin board) where the Respondent posted the notice at its 1910 Wayne Avenue, Dayton, Ohio location and the dates the Respondent emailed and mailed the notice to its employees employed at its 1910 Wayne Avenue, Dayton, Ohio location at any time since January 1, 2024.

Dated, Washington, D.C., November 3, 2026.

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David M. Prouty Member

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Scott A. Mayer Member

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James R. Macy Member

(SEAL) **NATIONAL LABOR RELATIONS BOARD**

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

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.

United Food and Commercial Workers International Union, Local 75 (the Union) is the exclusive collective bargaining representative of our employees in the following unit (the unit):

> All full time and regular part-time Patient Care Assistants employed by the employer at the facility located at 1910 Wayne Avenue, Dayton, Ohio 45410 but excluding all managers including store managers and all office clerical employees, professional employees, guards and supervisors as defined under the Act.

WE WILL NOT engage in bad-faith surface bargaining with no intention of entering into a collective-bargaining agreement with the Union.

WE WILL NOT refuse to meet and bargain with the Union at reasonable times and at reasonable intervals.

WE WILL NOT engage in bad faith surface bargaining by making regressive proposals.

WE WILL NOT engage in direct dealing with employees in the unit.

WE WILL NOT implement new policies that relate to wages, hours, and other terms and conditions of employment of the above unit without first bargaining with the Union until either a collective bargaining agreement or a good faith overall impasse is reached.

WE WILL NOT grant unscheduled pay raises to employees in the unit without first bargaining with the Union until either a collective- bargaining agreement or a good faith overall impasse is reached.

WE WILL NOT provide coffee and snacks to bargaining unit employees without first bargaining with the Union until either a collective-bargaining agreement or a good faith overall impasse is reached.

WE WILL NOT, upon request of the Union, refuse to bargain over the discipline or discharge of unit employees.

WE WILL NOT refuse to provide or unreasonably delay in providing the Union with information that is relevant and necessary to its role as the collective bargaining representative of the unit.

WE WILL NOT promise employees health benefits, higher wages, or the ability to accept tips in exchange for rejecting the Union as their bargaining representative.

WE WILL NOT threaten employees by telling them that it would be futile to select the Union as their bargaining representative.

WE WILL NOT promise employees increased benefits or improved conditions of employment if they reject the Union as their representative by soliciting their complaints and grievances.

WE WILL NOT solicit employees to decertify the Union.

WE WILL NOT provide more than ministerial assistance to employees in helping them get rid of the Union.

WE WILL NOT watch, photograph, monitor, videotape, or otherwise surveil employees' activities in support of the Union.

WE WILL NOT create the impression that employees' union activities are under surveillance.

WE WILL NOT interrogate employees about their union activities and the union activities of other employees.

WE WILL NOT discharge employees because they support the Union or any other union or because they engage in union activity.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed by Section 7 of the Act.

WE WILL bargain in good faith with the Union, as the exclusive collective-bargaining representative of our unit employees, at reasonable times and places, with respect to wages, hours and other terms and conditions of employment until a complete collective-bargaining agreement or a bona fide impasse in bargaining is reached, and if an understanding is reached, **WE WILL** embody the understanding in a signed written agreement with the Union.

WE WILL bargain on request with the Union for a minimum of 24 hours a month until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining.

WE WILL prepare written bargaining progress reports every 15 days and submit them to the Regional Director and also serve the reports on the Union to provide the Union with an opportunity to reply.

WE WILL reimburse the Union for all bargaining and negotiating expenses incurred by it from December 5, 2024 to present.

WE WILL, upon request of the Union, bargain over the discipline or discharge of employees in the unit.

WE WILL provide the Union with the information that it requested on July 2, 2024.

WE WILL provide the Union with the information that it requested on February 21, 2025.

WE WILL provide the Union with the information it requested on April 7, 2025.

WE WILL, on request by the Union, rescind any changes to work rules pertaining to employee uniforms, accepting tips, progressive discipline, and attendance points that were unilaterally implemented.

WE WILL rescind the changes to our sick leave policy limiting paid sick leave to only 8 hours and reinstate the original policy providing for 40 hours of sick leave.

WE WILL pay Jasmine Knox for the wages and other benefits she lost, plus interest, because we unlawfully discharged her.

WE WILL no later than September 15, 2026, or such additional time as the Regional Director may allow for good cause shown, file with the Regional Director of Region 9 a copy of Jasmine Knox's corresponding W-2 form reflecting the backpay award.

WE WILL compensate Jasmine Knox for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 9, no later than September 15, 2026, a report allocating the backpay award to the appropriate calendar quarters for Knox.

WE HAVE OFFERED Jasmine Knox immediate and full reinstatement to her former job without prejudice to her seniority or any other rights and/or privileges previously enjoyed, which offer she has declined.

WE WILL remove any mention of Jasmine Knox's discharge from our files, and **WE WILL** notify her in writing that this has been done and the discharge will not be used against her in any way.

WE WILL pay Kayla Grable for the wages and other benefits she lost, plus interest, because we unlawfully discharged her.

WE WILL no later than September 15, 2026, or such additional time as the Regional Director may allow for good cause shown, file with the Regional Director of Region 9 a copy of Kayla Grable's corresponding W-2 form reflecting the backpay award.

WE WILL compensate Kayla Grable for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 9, no later than September 15, 2026, a report allocating the backpay award to the appropriate calendar quarters for Grable.

WE HAVE OFFERED Kayla Grable immediate and full reinstatement to her former job without prejudice to her seniority or any other rights and/or privileges previously enjoyed, which offer she has declined.

WE WILL remove any mention of Kayla Grable's discharge from our files, and **WE WILL** notify her in writing that this has been done and the discharge will not be used against her in any way.

WE WILL pay Kayli Gunckel for the wages and other benefits she lost, plus interest, because we unlawfully discharged her.

WE WILL no later than September 15, 2026, or such additional time as the Regional Director may allow for good cause shown, file with the Regional Director of Region 9 a copy of Kayli Gunckel's corresponding W-2 form reflecting the backpay award.

WE WILL compensate Kayli Gunckel for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 9, no later than September 15, 2026, a report allocating the backpay award to the appropriate calendar quarters for Gunckel.

WE HAVE OFFERED Kayli Gunckel immediate and full reinstatement to her former job without prejudice to her seniority or any other rights and/or privileges previously enjoyed, which offer she has declined.

WE WILL remove any mention of Kayli Gunckel's discharge from our files, and **WE WILL** notify her in writing that this has been done and the discharge will not be used against her in any way.

WE WILL pay Matthew Shober for the wages and other benefits he lost, plus interest, because we unlawfully discharged him.

WE WILL no later than September 15, 2026, or such additional time as the Regional Director may allow for good cause shown, file with the Regional Director of Region 9 a copy of Matthew Shober's corresponding W-2 form reflecting the backpay award.

WE WILL compensate Matthew Shober for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 9, no later than September 15, 2026, a report allocating the backpay award to the appropriate calendar quarters for Shober.

WE HAVE OFFERED Matthew Shober immediate and full reinstatement to his former job without prejudice to his seniority or any other rights and/or privileges previously enjoyed, which offer he has declined.

WE WILL remove any mention of Matthew Shober's discharge from our files, and **WE WILL** notify him in writing that this has been done and the discharge will not be used against him in any way.

WE WILL pay Brandon Johnson for the wages and other benefits he lost, plus interest, because we unlawfully discharged him.

WE WILL no later than September 15, 2026, or such additional time as the Regional Director may allow for good cause shown, file with the Regional Director of Region 9 a copy of Brandon Johnson's corresponding W-2 form reflecting the backpay award.

WE WILL compensate Brandon Johnson for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 9, no later than September 15, 2026, a report allocating the backpay award to the appropriate calendar quarters for Johnson.

WE HAVE OFFERED Brandon Johnson immediate and full reinstatement to his former job without prejudice to his seniority or any other rights and/or privileges previously enjoyed, which offer he has declined.

WE WILL remove any mention of Brandon Johnson's discharge from our files, and **WE WILL** notify him in writing that this has been done and the discharge will not be used against him in any way.

GUARANTEED INVESTMENTS OH, LLC
d/b/a GUARANTEED DISPENSARY

The Board's decision can be found at https://www.nlrb.gov/case/ 09-CA-359348 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

