

STATE OF CALIFORNIA

AGRICULTURAL LABOR RELATIONS BOARD

CYMA ORCHIDS)	Case No.	2023-CE-016
CORPORATION,)		(51 ALRB No. 2)
)		
Respondent,)		
and)		
)		
VERONICA GONZALEZ,)	ORDER APPROVING FORMAL	
)	BILATERAL SETTLEMENT	
Charging Party.)	AGREEMENT	
)		
)	Admin. Order No.	2026-07
)	(June 10, 2026)	

On June 2, 2025, the Board issued a decision finding that CYMA Orchids Corp. (“CYMA” or “Respondent”) engaged in unfair labor practices and ordering remedies as set forth in the decision. (*CYMA Orchids Corp.* (2025) 51 ALRB No. 2, pp. 4-7.) On July 21, 2025, the matter was released for compliance. The Regional Director of Region I of the Agricultural Labor Relations Board (“ALRB” or “Board”) issued a specification, which determined the Charging Party and the other affected employee in the matter (collectively, the “Discriminatees”) were cumulatively owed \$29,598 in backpay. On November 26, 2025, the Administrative Law Judge (“ALJ”) issued an order adopting the amounts set forth in the specification.

On May 29, 2026, the Regional Director submitted a proposed formal bilateral settlement agreement (the “Agreement”) along with a statement in support of the Agreement. In support of the Agreement, the Regional Director states that: 1) As of July 2025, Respondent

has dissolved, is permanently out of business, and has no employees; 2) Due to Respondent's closure, it is no longer possible for the reinstatement, cease and desist, notice posting, notice reading, and new hire notice remedies to be effectuated; 3) Respondent has supplied information requested by the Region, signed the Notice to Employees and, is cooperating with effectuating the notice mailing remedy; 4) The Agreement requires Respondent pay the entire backpay amount calculated by the Region and ordered by the ALJ over a series of ten monthly payments; 5) Approval of the Agreement would avoid the expenditure of resources in further litigation and delays in securing the backpay amounts owed to the Discriminatees.

Board regulation section 20298, subdivision (d)(2), states that "a formal settlement agreement may be used to adjust a charge, complaint, specification, notice of hearing without specification, or previous Board order." Board regulation section 20298, subdivision (f)(1)(A), requires formal settlement agreements entered into after issuance of an administrative law judge's decision "be submitted directly to the Board together with a full statement submitted on behalf of the General Counsel in support of the agreement."

While the Board encourages voluntary settlements of labor disputes, the Board only will approve such settlements that are consistent with, and further, the policies of the ALRA. As the Board explained in *Hess Collection Winery* (2009) 35 ALRB No. 3, p. 9, "the Board's jurisdiction over settlement agreements requires it to enforce public interests, not private rights, and to reject settlement agreements that are repugnant to the Act." (Citing *Independent Stave Co., Inc.* (1987) 287 NLRB 740, 741, and *NLRB v. Hiney Printing Co.* (6th Cir. 1984) 733 F.2d 1170, 1171 [noting the NLRB "is charged with serving the public interest to enforce labor relations rights which are public, not private rights"].)

In deciding whether a settlement effectuates the purposes and policies of the Act, the Board considers “such factors as the risks involved in protracted litigation which may be lost in whole or in part, the early restoration of industrial harmony by making concessions, and the conservation of the Board’s resources.” (*Independent Stave Co., Inc., supra*, 287 NLRB 740, 741.) The Board additionally considers “whether the parties to the dispute and the employees affected by the dispute have agreed to the settlement, whether the settlement was the product of a grievance-arbitration mechanism, and whether the agreement was entered into voluntarily by the parties, without fraud or coercion.” (*Ibid.*) One additional factor stressed by the Board is that a settlement agreement should be given effect “only where the unfair labor practices are ‘substantially remedied’ by the agreement.” (*Id.* at pp. 741-742, citing *Robinson Freight Lines* (1957) 117 NLRB 1483, 1485.)

The Board has considered the record and the Regional Director’s statement in support of the Agreement and finds that approval of the Agreement is warranted under the legal standards described above.¹ The Board notes in particular that the Agreement requires Respondent to pay the entire amount of the backpay owed to the Discriminatees.² While

¹ The Board notes that in her initial complaint the General Counsel requested civil penalties pursuant to Labor Code sections 1160.10(a)(1) and 1160.10(a)(2) as a remedy for the alleged unfair labor practices. The Regional Director subsequently filed a Request for Hearing and Backpay Specification noting the civil penalties would be added pursuant to a Board Order. The Respondent did not file a response to the backpay specification and the ALJ subsequently approved the backpay specification as proposed. Neither party excepted to the ALJ’s Order. The proposed settlement does not include a mention of the penalties the General Counsel initially requested. In future settlements, the Board urges the General Counsel to note specifically if penalties were addressed as part of the settlement agreement.

² The Board appreciates the Region’s efforts to ensure the Discriminatees receive their full backpay amount. The Board notes there does not appear to be any deposit or

Respondent's closure precludes effectuation of most of the noticing remedies ordered by the Board, the Region is effectuating the notice mailing remedy with Respondent's cooperation. The Charging Party has approved and signed the Agreement.

ORDER

PLEASE TAKE NOTICE that the Board APPROVES the formal bilateral settlement agreement submitted by the Regional Director.

DATED: June 10, 2026

Victoria Hassid, Chair

Isadore Hall, III, Member

Barry Broad, Member

Ralph Lightstone, Member

collateral provided for in the settlement to ensure the Respondent fully satisfies the settlement agreement. The Board encourages the Region to utilize mechanisms to ensure the backpay is paid and to take swift action to collect what is owed should Respondent start to violate the terms of the settlement.