

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

GRINDR LLC

and

**Cases 31-CA-323349,
31-CA-331167,
31-CA-331809,
31-CA-333543,
31-CA-334802, and
31-CA-347408**

**COMMUNICATIONS WORKERS OF AMERICA,
DISTRICT 9, AFL-CIO**

**ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT, AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 31-CA-323349, 31-CA-331167, 31-CA-331809, 31-CA-333543, 31-CA-334802, and 31-CA-347408, which are based on charges filed by Communications Workers of America, District 9, AFL-CIO (the Union), against Grindr LLC, a California Limited Liability Company, whose correct name is Grindr LLC (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. The charges in the above cases were filed by the Union, as set forth in the following table, and served upon the Respondent on the dates indicated by U.S. mail:

<i>Case No.</i>	<i>Date Filed</i>	<i>Date Served</i>
31-CA-323349	8/4/2023	8/8/2023
31-CA-331167	12/1/2023	12/4/2023
31-CA-331809	12/12/2023	12/13/2023
31-CA-333543	1/11/2024	1/16/2024
31-CA-334802	1/26/2024	1/31/2024
31-CA-347408	7/31/2024	8/1/2024

2. (a) At all material times, Respondent has been a limited liability corporation with an office and place of business in West Hollywood, California (Respondent’s facility), and has been engaged in the operation of a social networking and online application for gay, bi, trans, and queer people.

(b) In conducting its operations during the 12-month period ending August 14, 2023, a representative period, the Employer, in conducting its operations described above, derived gross revenues in excess of \$1,000,000.

(c) During the period of time described above in paragraph 2(b), Respondent performed services valued in excess of \$5,000 directly to customers located in States other than the State of California.

3. 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.

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

5. (a) At all material times, [6,7(C)] held the position of Respondent’s [6,7(C)] and has been [6,7(C)] of Respondent within the meaning of Section 2(11) of the Act and/or an agent of Respondent within the meaning of Section 2(13) of the Act.

(b) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of Section 2(13) of the Act:

6,7(C)

6. About December 1, 2023, Respondent presented employees with a severance agreement with the following provisions:

(a) 6. Cooperation

7(A)

(b) 8. Propriety Information

7(A)

7(A)

7(A)

7. (a) On about August 3, 2023, Respondent, in writing and at an all-hands meeting held via Zoom , implemented a return to office plan.

(b) By the conduct described above in paragraph 7(a), between about 6,7(C) 2023 and 6,7(C) 2023, Respondent caused the termination of about 83 of its employees and an unknown number of J. Doe employees whose identities are not currently known to the General Counsel, but within the knowledge of Respondent. A list of known terminated employees is attached to this Complaint as Appendix A.

(c) Respondent engaged in the conduct described above in paragraphs 7(a) and 7(b) because the employees of Respondent joined the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

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

Included: All full time and regular part-time employees of the Employer in the following classifications: Account Manager; AdOps Specialist/AdOps Trafficker; Ads Outreach Representative; Engineer (Android, IOS, Backend, Web); Brand Partnerships Associate; Brand Partnerships Executive; Community Advocate; Content Moderation Operations Manager; Cybersecurity Engineer; Data Analyst; Data Analytics Engineer; Data Engineer; Data Scientist, Analytics; Digital Media Producer; Equality Outreach Manager; Escalations Specialist; HR Specialist; IT Engineer; IT Specialist; Knowledge Specialist; Machine Learning Engineer; Marketing Program Manager; Principal Data Scientist; Principal Product Designer; Principal Product Manager; Principal Software Engineer (Android, IOS, Backend, Web); Privacy Program Manager; Product Designer; Product Manager; Product Marketing Manager; QA Analyst; Recruiter; Recruiting Coordinator; Revenue Operations Manager; Sales Systems Manager; SDET; Security Engineer; Senior Engineer (Android, IOS, Backend, Web); Senior Brand Partnerships Executive; Senior Business Recruiter; Senior Copywriter; Senior Cybersecurity Engineer; Senior Data Analyst; Senior Data Analytics Engineer; Senior Data Engineer; Senior Data Scientist, Analytics; Senior Machine Learning Engineer; Senior Product Designer; Senior Product Manager; Senior QA Analyst; Senior SDET; Senior

Security Engineer; Senior Site Reliability Engineer; Senior Software Engineer (Android, IOS, Backend, Web); Senior Technical Recruiter; Senior Technical Sourcer; Senior User Researcher; Site Reliability Engineer; Social Media Coordinator; Software Engineer (Android, IOS, Backend, Web); Staff Data Scientist; Staff Site Reliability Engineer; Staff Software Engineer (Android, IOS, Backend, Web); Technical Program Manager; User Researcher.

Excluded: All office clerical employees, guards, professional employees, supervisors as defined by the Act, and all employees in the following classification: Accountant; Accounting Manager; Art Director; Brand Sales Director – Supervisor; Business Affairs Associate; Chief Accounting Officer – Supervisor; Chief Executive Officer – Supervisor; Chief Financial Officer – Supervisor; Chief of Staff – Supervisor; Chief Privacy Officer – Supervisor; Chief Product Officer – Supervisor; Commercial Counsel; Director of Engineering – Supervisor; Director of SEC Reporting & Accounting Policy – Supervisor; Director of Partnerships; Director, FP&A – Supervisor; Engineering Director – Supervisor; Engineering Manager, Mobile Platform – Supervisor; Escalations Supervisor – Supervisor; Executive Assistant; Executive Assistant, Office of the CEO; G4E, Global Impact – Supervisor; Information IT & Security Manager – Supervisor; Interim Head of Recruiting – Supervisor; Marketing Director – Supervisor; Product Director – Supervisor; Revenue Operations Senior Director – Supervisor; Senior Accountant; Senior Data Engineering Manager – Supervisor; Senior Director, Product Design – Supervisor; Senior Engineering Manager, Backend – Supervisor; Senior Engineering Manager, Web – Supervisor; Senior Financial Analyst; Senior Manager, Customer Support – Supervisor; Senior Vice President, Engineering – Supervisor; Site Reliability Director – Supervisor; Software Engineering Manager – Supervisor; Staff Cybersecurity Engineer – Supervisor; Staff Full Stack Engineer – Supervisor; Talent Acquisition Manager – Supervisor; Talent Acquisition Program Manager – Supervisor; VP of Business & Legal Affairs – Supervisor; VP of Customer Experience – Supervisor; VP of Finance – Supervisor; VP of Product - Core Experience – Supervisor; VP, Brand Marketing – Supervisor; VP, Engineering & Chief Architect – Supervisor; VP, Partnerships, Corporate Development, & Strategy – Supervisor.

(b) From about July 16, 2023, to about July 20, 2023, a majority of the Unit designated the Union as their exclusive collective-bargaining representative.

(c) About July 20, 2023, the Union, by a letter sent through e-mail, requested that Respondent recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

(d) On July 20, 2023, the Union filed a petition under Section 9(c) of the Act in Case 31-RC-322155 seeking to represent the employees in the Unit.

(e) A mail ballot election was conducted on November 22, 2023 in Case 31-RC-322155 pursuant to a Decision and Direction of Election.

(f) On February 8, 2024, a revised tally of ballots issued in Case 31-RC-322155, which established that the remaining undetermined challenged ballots were sufficient to affect the results of the election.

(g) The serious and substantial unfair labor practice conduct described above in paragraph 7 is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair rerun election in Case 31-RC-322155. Furthermore, this conduct has undermined the validity of the election process conducted pursuant to the petition in Case 31-RC-322155. Therefore, on balance, the employees' sentiments regarding representation, having been expressed through authorization cards, would be protected better by issuance of a bargaining order.

(h) The allegations described above in paragraph 8(g) requesting the issuance of a bargaining order are supported by, among other things:

- (i) 6,7(C) is 6,7(C) 6,7(C) and/or agent of Respondent who announced and is responsible for the discriminatory conduct described above in paragraph 7;
- (ii) the conduct described above in paragraph 7 has not been retracted;
- (iii) there are approximately 119 employees in the Unit described above in paragraph 8(a);

- (iv) the conduct described above in paragraph 7 was immediately directed at the majority of Unit employees;
- (v) almost all employees learned or were likely to learn of the conduct described above in paragraph 7;
- (vi) the conduct described above in paragraph 7 followed immediately on the heels of Respondent's knowledge of the Union's campaign, the Union's demand for recognition, and the filing the petition in Case 31-RC-322155; and
- (vii) the Union, prior to Respondent's conduct described above in paragraph 7, enjoyed the support among a majority of employees in the Unit.

(i) At all times since July 20, 2023, based on Section 9(a) of the Act and/or the facts described above in paragraphs 8(a) through 8(h), the Union has been the exclusive collective-bargaining representative of the Unit.

9. Since about July 20, 2023, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

10. (a) The subject set forth above in paragraph 7(a) relates to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(b) Respondent engaged in the conduct described above in paragraph 7(a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

(c) As a result of Respondent's conduct described above in paragraph 7(a), between about **6,7(C)** 2023 and **6,7(C)** 2023, Respondent constructively discharged its employees as described above in paragraph 7(b).

11. By the conduct described above in paragraph 6, 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.

12. By the conduct described above in paragraph 7, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

13. By the conduct described above in paragraph 7(a), 9, and 10(b), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an order requiring that Respondent:

(a) recognize the Union as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive representative of the Unit, starting from July 20, 2023, and continuing until the parties reach an agreement or a good faith impasse, pursuant to *Cemex Construction Materials Pacific, LLC*, 372 NLRB No. 130 (2023), or alternatively, pursuant to *NLRB v. Gissel Packing Co.*, 395 U.S. 575 (1969);

(b) hold a meeting or meetings scheduled to ensure the widest possible attendance, at which Respondent's representative **6,7(C)** reads the notice to the employees in English on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and/or agents identified above in paragraph 5. Each employee present at any meeting at which the Notice is to be read shall be provided a copy of the Notice in English;

(c) post in all its offices the Notice to Employees for one year;

(d) post the Board's Explanation of Employee Rights poster for one year to ensure that employees fully understand their rights under the Act;

(e) publish the Notice to Employees in online publications and websites maintained by Respondent, e.g., grindr.com (careers page), including all social media accounts, chosen by the Regional Director and paid for by Respondent, so as to reach all current and former affected employees, as well as future potential hires; and

(f) within 60 days of the issuance of a Board Order, permit a Board Agent to conduct a training on the National Labor Relations Act and unfair labor practices for all management officials and supervisors employed by Respondent. This training will take place either in person or via a videoconference platform, at the General Counsel's discretion. The date, time, and manner of the training must be approved by the General Counsel. The General Counsel will determine the curriculum for the training.

The General Counsel further seeks a broad cease-and-desist order requiring Respondent to cease and desist "in any manner" from interfering with, restraining, or coercing employees in

the exercise of their Section 7 rights. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint. The answer must be **received by this office on or before November 18, 2024, or postmarked on or before November 17.**

Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on

each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **March 25, 2025, 9 a.m. at 11500 W. Olympic Blvd., Suite 600, Los Angeles, CA 90064, in an available hearing room**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: November 1, 2024



DANIELLE PIERCE
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 31
11500 West Olympic Boulevard, Suite 600
Los Angeles, CA 90064

Attachments

APPENDIX A

List of Discriminatees

6,7(C)