Starbucks Corporation *and* Workers United. Cases 07–CA–293742, 07–CA–293748

April 25, 2024

DECISION AND ORDER

BY CHAIRMAN MCFERRAN AND MEMBERS PROUTY AND WILCOX

On February 9, 2023, Administrative Law Judge Christal J. Key issued the attached decision. The General Counsel and the Respondent each filed exceptions and supporting briefs, the General Counsel filed an answering brief, and the Respondent filed a reply brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.[1]

The Board has considered the decision and the record in light of the exceptions[2] and briefs and has decided to affirm the judge's rulings, findings,[3] and conclusions and to adopt the recommended Orders as modified and set forth in full below.[4]

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[1] The Respondent asserts that Members Prouty and Wilcox should recuse themselves based on their "past, present, and perceived relationships with the Service Employees International Union (SEIU), SEIU Local Unions, and their affiliates, including Charging Party Workers United." Members Prouty and Wilcox have determined, in consultation with the Board's Designated Agency Ethics Official, that there is no basis to recuse themselves from the adjudication of this case.

[2] No exceptions were filed to the judge's dismissal of the allegations that the Respondent violated Sec. 8(a)(1) by promising to have the sink and the oven looked at, by creating an impression of surveillance of employees' union and protected concerted activities, and by soliciting grievances from employees at its Zeeb Road store and promising to remedy them.

[3] We affirm, for the reasons stated in her decision, the judge's finding that the Respondent violated Sec. 8(a)(1) of the Act by soliciting grievances from employees at its Clinton Township store and promising to remedy them. In so doing, we decline the General Counsel's request to overrule *Wal-Mart Stores, Inc.*, 339 NLRB 1187 (2003), as the facts of this case do not present an occasion to reconsider that precedent.

Member Prouty agrees with his colleagues that *Wal-Mart Stores, Inc.*, supra, is factually distinguishable. In *Wal-Mart*, the Board majority found that "the occurrence of soliciting and remedying grievances during the critical period was substantially consistent with past practice." Id. at 1188. Here, in contrast, district manager Gambone met one-on-one with employee Coakley for an extended period of time whereas Gambone had only spoken to Coakley in passing before. Nevertheless, Member Prouty would be open to reconsidering *Wal-Mart Stores* in a future appropriate case.

We also affirm the judge's finding that the Respondent violated Sec. 8(a)(1) when the Respondent's district manager, Paige Schmehl, threatened employees at its Zeeb Road store with reduced benefits and hours and the withdrawal of supervisory assistance if they were to select the Union as their bargaining representative. Because Schmehl's statements are distinguishable from the lawful statements in *Tri-Cast, Inc.*, 274 NLRB 377 (1985), we decline the General Counsel's request to overrule *Tri-Cast* in this case. We are willing, however, to reexamine *Tri-Cast* in a future appropriate case.

Further, in affirming the judge's finding that the Respondent violated Sec. 8(a)(1) by discriminatorily removing and prohibiting the posting of union materials on the community board, we observe that no party contends that the Board's discrimination standard set forth in *Register Guard*, 351 NLRB 1110, 1118 (2007), enfd. in part 571 F.3d 53 (D.C. Cir. 2009), does not apply here.

Member Prouty agrees with his colleagues that the Respondent, by Schmehl, unlawfully removed union materials from its community board during and after a Union-organized "sip-in," at which the Union encouraged customers to post comments supporting the Union on the board. The Board has previously found that this incident "supports an inference of unlawful motivation by the Respondent" in *Starbucks Corp.*, 372 NLRB No. 122, slip op. at 3 (2023). Moreover, Schmehl chose to remove only those materials from the bulletin board which supported the union, despite the fact that no provision of the Respondent's posting policy prohibited postings of that type. Such obvious discrimination against the posting of prounion materials is unlawful. In these circumstances, Member Prouty finds it unnecessary to rely on the judge's comparison of union material on the Respondent's bulletin boards to those of "book clubs, art fairs and volunteer requests." While Member Prouty agrees with his colleagues that the Respondent's actions constituted discrimination under the *Register Guard* standard, he adheres to his position that the Board should overrule *Register Guard* in a future appropriate case. See *T-Mobile USA, Inc.*, 371 NLRB No. 163, slip op. at 4 fn. 8 (2022), enfd. 2023 WL 7272204 (D.C. Cir. 2023).

In affirming the judge's findings, we do not rely on her citations to *Divi Carina Bay Resort*, 356 NLRB 316 (2010), enfd. 451 Fed.Appx 143 (3d Cir. 2011), or *Mi Pueblo Foods*, 360 NLRB 988 (2014), because in those cases no exceptions were filed to the judge's pertinent findings. In addition, we do not rely on the judge's inadvertent citation to the dissent in *Mid-Mountain Foods*, 332 NLRB 229 (2000), enfd. 269 F.3d 1075 (D.C. Cir. 2001).

[4] We shall modify the judge's recommended Orders to conform to the Board's standard remedial language (including combining the judge's separate Orders into a single Order) and in accordance with our decision in *Paragon Systems, Inc.*, 371 NLRB No. 104 (2022). We shall substitute new notices to conform to the Order as modified.

The General Counsel excepts to the judge's refusal to use this case as an opportunity to modify the Board's standard remedies. The General Counsel urges the Board to order (1) a notice reading; (2) an express requirement to post a notice by a text message, a social media page, and an internal smartphone app; (3) an electronic distribution of a notice whenever an employer is capable of communicating with its employees in that manner, not just when an employer "customarily" communicates by such means; (4) an express Board agent right of access to the employer's property to verify notice-posting compliance; and (5) the Board's Explanation of Employee Rights posted for at least 1 year. We believe that extant standard remedies are sufficient to address the Respondent's unfair labor practices in this case, and we decline to modify our standard remedies here.

For the reasons stated in his concurrence in *CP Anchorage 2 d/b/a Hilton Anchorage*, 371 NLRB No. 151, slip op. at 9–15 (2022), Member Prouty would make a reading of the notice to employees at a group meeting, accompanied by the distribution of the notice at the meeting, a part of the remedy in this case and a standard remedy for all unfair labor practices found by the Board. Member Prouty further notes the insufficiency of the current practice of restricting notice reading to so-called "serious" or "egregious" violations of the Act. The purpose of all Board notice remedies is to redress the unfair labor practices the Board has found by alerting employees to the rights that the Act pro-

ORDER

The National Labor Relations Board orders that

A. The Respondent, Starbucks Corporation, Ann Arbor, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discriminatorily removing or prohibiting the posting of union materials on its community boards.

(b) Threatening employees with the loss of benefits or hours or the withdrawal of supervisory assistance if they select the Union as their bargaining representative.

(c) In any like or related 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) Post at its Zeeb Road store in Ann Arbor, Michigan, copies of the attached notice marked "Appendix A."[5] Copies of the notice, on forms provided by the Regional Director for Region 7, 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, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, 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 March 1, 2022.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

B. The Respondent, Starbucks Corporation, Clinton Township, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Soliciting grievances from employees and promising to remedy them in order to discourage employees from supporting the Union.

(b) In any like or related 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) Post at its store in Clinton Township, Michigan, copies of the attached notice marked "Appendix B."[6] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Re-

vides to them, and by providing reassurance to them that the respondent will—and in fact is legally bound to—honor those rights. There is no reason why employees whose legal rights have been violated "X" times or in "Y" ways will receive the amplified benefit and assurance of a notice reading, while employees whose rights have only been violated "X minus one" times or in "Y minus one" ways will not. The remedial imperative of ensuring that the notice is effectively conveyed to employees is present in every case where a respondent has been found to have violated the Act. Our remedial scheme should provide that notice reading—which is indisputably a more effective means of communicating with employees than notice posting—be used to remedy all violations of the Act. Put another way, notice reading has the restorative goal of ensuring that employees protected by the Act are more effectively informed that their rights have been violated (and that, they should expect, their rights will not be so violated again). The Board should seek to achieve this goal in every case, rather than limiting it to cases where the respondent has behaved really, really, badly.

[5] If the Ann Arbor facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[6] If the Clinton Township facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

spondent'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, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, 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 February 1, 2022.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. April 25, 2024

_____
Lauren McFerran, Chairman

_____
David M. Prouty, Member

_____
Gwynne A. Wilcox, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX A

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 representatives 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 discriminatorily remove or prohibit the posting of union materials on our community boards.

WE WILL NOT threaten you with the loss of benefits or hours or the withdrawal of supervisory assistance if you select the Union as your bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

STARBUCKS CORPORATION

The Board's decision can be found at https://www.nlrb.gov/case/07-CA-293742 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.

APPENDIX B

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 representatives 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 solicit grievances from you and promise to remedy them in order to discourage you from supporting the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

STARBUCKS CORPORATION

The Board's decision can be found at https://www.nlrb.gov/case/07-CA-293742 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.

Larry A. Smith, Esq., for the General Counsel.
Marilyn Yousif, Esq., for the General Counsel.
Kevin M. Kraham, Esq., for the Respondent.
Alex Frondorf, Esq., for the Respondent.
Laura V. Spector, Esq., for the Respondent.

DECISION

STATEMENT OF THE CASE

Christal J. Key, Administrative Law Judge. This case was tried in Detroit, Michigan on November 7 and 8, 2022. After Workers United (Union) filed charges, the consolidated complaint in this case was issued on September 13, 2022. It alleges that Starbucks Corporation (Starbucks or Respondent) violated Section 8(a)(1) of the National Labor Relations Act (NLRA or the Act) by its district and store managers making unlawful statements and removing union literature during organizing drives at three of its stores[1]. After the conclusion of the trial, General Counsel and Respondent filed briefs, which I have carefully read and considered.

Based on the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following:

[1] The General Counsel maintains that the Board should overrule its decisions in *Tri-Cast, Inc.,* 274 NLRB 377 (1985), and *Wal-Mart Stores Inc.,* 339 NLRB 1187 (2003) (GC Brief pp. 28–32). I am bound to follow the Board's current precedent and leave the General Counsel's request for revisiting that precedent to the Board should this decision be appealed.

FINDINGS OF FACT

I. JURISDICTION

Respondent is a nationwide corporation, which operates public restaurants selling food and beverages. This case involves three of its stores known as the Zeeb Road, Main Street, and Clinton Township stores. Respondent annually derives revenue in excess of $500,000 from each of these three stores. It annually purchases and receives at each of these stores goods valued in excess of $50,000 directly from points outside the state of Michigan. Respondent admits, and I find, that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Respondent also admits, and I find, that Workers United has been a labor organization within the meaning of Section 2(5) of the Act. Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

1. Respondent's employees and managers

Respondent groups its stores into districts. This case involves stores in District 366 which covers 10 stores in the Ann Arbor area, which includes the Zeeb Road and Main Street stores, and District 305 which covers 11 stores in Metro Detroit East including the Clinton Township store. Between December 13, 2021, and February 3, 2022, Holly Ayers served as a district manager for District 366 (Tr. 273, 275). On about February 7, 2022[2], Paige Schmehl took over as the district manager of District 366. Since 2016, Jennifer Gambone has been the district manager of District 305 (Tr. 239). In February and March, Erin Lind served as a dual store manager of the Main Street store as well as another store within District 366 (Tr. 223-225). In January, Tim Lowery was the store manager of the Zeeb Road store (Tr. 58–59, 275).

The statements at issue in this case were allegedly made to shift supervisors Bennett Proegler and Alyssa Coakley.[3] Respondent refers to its employees as "partners." Respondent hired Bennett Proegler as a barista in August 2020 and promoted him to a shift supervisor in May of 2021. Respondent hired Alyssa Coakley as a barista in May 2016 and promoted her to a shift supervisor in October 2018 (Tr. 135–136).

2. Union organizing campaign at the Zeeb Road, Main Street and Clinton Township stores

In October 2021, Proegler began organizing baristas and shift supervisors at three stores within District 366, Zeeb Road, South University and Church, and State and Liberty (Tr. 55). His organizing activities continued for several months (Tr. 55). On January 28, Proegler gave Tim Lowrey, the store manager of the Zeeb Road store, a copy of a letter addressed to then Chief Executive Officer (CEO) Kevin Johnson (Tr. 59). The letter asked Respondent to recognize the Union and contained

[2] All dates hereinafter are 2022, unless otherwise stated.

[3] "Shift supervisors" were included in the petitioned-for unit and in the directed bargaining unit, and there is no dispute that they are employees protected by the Act. (GC Exhs. 3, 5 p. 34).

Proegler's name along with the names of 10 other Zeeb Road partners (GC Exh. 9). When Proegler gave Lowrey the letter, Lowrey asked him how long the union organizing had been going on (Tr. 61). Proegler responded it had been going on for months (Tr. 61). The same day, Proegler sent CEO Johnson the same letter via email (Tr. 56, GC Exh. 9). On January 28, every partner at the Zeeb Road store wore a prounion button to work (Tr. 58). On February 8, the Union filed a petition seeking to represent full-time and regular part-time baristas and shift supervisors at the Zeeb Road and Main Street stores (GC Exhs. 3 and 4). In February, the Union also filed petitions seeking to represent employees at the South University and Church, and State and Liberty locations where Proegler had organized employees (Tr. 34, GC Exh 5).[4]

In January, Alyssa Coakley started organizing for the Union. She talked to her coworkers, formed an organizing committee with partners at the Clinton Township store, organized union meetings and posted union information (Tr. 137). On January 29, Coakley sent then CEO Johnson a letter from employees at the Clinton Township store (GC Exh. 8, Tr. 138–139). The letter stated that over 75 percent of the partners at the Clinton Township store supported the Union and asked Respondent to voluntarily recognize the Union (GC Exh. 8). Coakley and eight other employees signed the letter along with "other partners who wish to stay anonymous." On January 31, the Union filed a petition seeking to represent all full-time and regular part-time baristas and shift supervisors at the Clinton Township store (GC Exh. 2).

Mail ballot elections were conducted in May and June (GC Exh. 5). The Union won the elections at the Zeeb Road, Main Street, and Clinton Township stores (Tr. 108, 256).

From August 1 to 4, Judge Geoffrey Carter held a hearing involving and allegation that Respondent had discharged an employee, who worked in District 366, at the Main Street store, in violation of Sections 8(a)(3) and (4) of the Act. On October 7, he issued a decision finding that on April 11, Respondent violated 8(a)(3) and (4) of the Act by discharging and employee *Starbucks Corp.,* 2022 NLRB LEXIS 468 (2022).

B. Facts Relevant to the 8(a)(1) Allegations

1. Gambone's meetings with partners at the Clinton Township store

In early February, a few days after Coakley sent a letter to then CEO Johnson and the Union filed its petition, Gambone visited the Clinton Township store (Tr. 141). During her visit, Gambone spoke to Coakley in a one-on-one conversation in the lobby of the store (Tr. 141). Gambone said she wanted to get to know partners that she doesn't see that often better (Tr. 142). They talked about what Coakley likes to do in her free time and Gambone talked about her son (Tr. 142). Gambone then asked Coakley what she wanted fixed at the store (Tr. 142). Coakley responded that she wanted social distancing stickers on the floor and a sign on the door asking customers to wear masks (Tr. 142). Gambone responded that she would do that for Coakley (Tr. 142). Coakley also told Gambone that a sink in their bar area had been broken for about 2 years and an oven was broken (Tr. 143). Gambone said she would have them looked at (Tr. 143). While Gambone was at the store she talked to everyone who was working that day (Tr. 144).

I credit Coakley's testimony about the meeting. I found Coakley to be a credible witness based on her calm demeanor, her clear recollection, and the fact that as a current employee she was testifying against her economic interest. I note that Coakley had a much clearer recollection of the conversation than Gambone. Gambone did not contradict Coakley's testimony. Gambone testified that she did speak to Coakley but could not recall for certain what they discussed (Tr 252, 253, 255, 258). Gambone recalled that someone raised an issue regarding the sink and that she contacted Respondent's facilities manager, Scott Pelkey who advised her that a vendor had previously been sent to fix it and he would look into the matter (Tr. 255).

Gambone visits each store within her district at least 16 times per year, six for planning visits, six for promotional setups and four for performance conversations with the store managers (Tr. 242–243).[5] When Gambone visited the Clinton Township store, she typically met with the store manager and assistant manager (Tr. 140). When Gambone visited stores in her district, she also attempted to connect with partners by visiting with them and asking about their interests, such as writing screen plays, playing video games and attending college (Tr. 246–247). During their meeting in early February, Gambone spoke to Coakley for about 20 minutes (Tr. 141). During prior visits to the Clinton Township store, Gambone had only spoken to Coakley in passing (Tr. 140).

Within a few days after Gambone and Coakley's meeting, Gambone and the Regional Director Bridgette Jackson came to the Clinton Township store and put a sign on the door asking customers to wear masks, someone came and fixed the sink that had very little hot water coming out of it for 2 years, and someone also came and attempted to fix the oven that had not been cooking food all the way through for a few months (Tr. 142-145, 155).

2. Lind's conversation with a partner at the Main Street store

In February, Erin Lind was the interim manager of the Main Street store. Proegler visited the store to pick up some product (Tr 64). While at the store, he had a conversation with Lind next to the pastry case near the entrance to the back of the store[6] (Tr 65, 226–227, 229–230, 232). Partners Hannah Whit-

[4] In the Decision and Direction of election the three stores are referred to as Zeeb Road, 222 South State, and 1214 South University (GC Exh. 5).

[5] Coakley testified that Gambone visited the Clinton Township store once every month or 2 for about 1 hour. I do not discredit Coakley's testimony regarding the number of times Gambone visited the store in a year. I attribute the difference in testimony to the fact that Coakley was clearly not scheduled to work at all times the store was open and thus she was not at the store during all of Gambone's visits.

[6] During the hearing, Respondent's attorneys repeatedly made hearsay objections to General Counsel's questions to Proegler and Coakley regarding statements supervisors made to them which are alleged to have violated 8(a)(1). I overruled each objection. Under Rule 801(d)(2) of the Federal Rules of Evidence, the statements were not hearsay, because they were made by persons that Respondent admitted were supervisors and agents, they were made within the scope of their em-

beck and Scott Crews were nearby, but were having their own conversation (Tr. 65). Proegler and Lind exchanged pleasantries about their personal lives and Lind laughed and said, "we've been told to watch out for you" (Tr. 65–67). Lind testified that on February 11, she and Proegler had a conversation by the pastry case in the Main Street store that lasted less than a minute (Tr. 232). She testified all she could remember about the conversation was asking Proegler how his day was going and telling him it was nice to see him (Tr. 227, 232). Lind denied telling Proegler that she had been told to watch out for him (Tr. 228). I credit Proegler's testimony that Lind said, "we've been told to watch out for you." I base my credibility determination on his demeanor, the fact that his testimony remained consistent under intense cross examination. Further, as a former employee who resigned on good terms, he had no economic motive to provide false testimony. Finally, I found him credible because he willingly acknowledged occasions when he could not recall certain relevant information.

3. Ayers conversation with a partner at the Zeeb Road store

Between December 13, 2021, and February 3, 2022, Holly Ayers served as a district manager for District 366 which included the Zeeb Road store (Tr. 273, 275). On February 7, Paige Schmehl took over as the manager for District 366 (Tr. 179). Proegler testified that he had a conversation with Ayers, he wasn't certain of the date, but he thought it was at the end of February (Tr. 68). He placed the conversation on the Thursday prior to Paige Schmehl taking over as district manager (Tr. 68). Based on all the evidence, I find the conversation took place on February 3, which was the Thursday before Schmehl took over. Proegler initially testified that the conversation began by Proegler telling Ayers that he had trouble with Tim Lowrey's style of leadership, and he told Ayers it was not "the Starbucks way" (Tr. 70). Ayers responded that she would pass the concerns along to Paige Schmehl and they would work with Lowrey before Ayers left (Tr. 70). Next, Proegler testified that Ayers asked Proegler if there were any problems within the store that she could help fix or pass along to the new district manager (Tr. 69). Proegler said none that he could think of. (Tr. 69-70). Next, General Counsel asked Proegler "what you said about [the] store manager Tim if anything." Proegler responded, "I recall having issues with his style of leadership and it not being, in quotes, the Starbucks way, but I don't recall exactly what I told her that date" (Tr 70). Ayers testified that she recalled having a few conversations with Proegler (Tr. 280). She testified the last conversation took place in January, but she could not recall the exact date (Tr. 280). Ayers said as best she could recall, she asked him how he liked working at Starbucks and he responded, "I like it, it's great." She then asked if there was anything else he wanted to share with her and he responded no everything is great here (Tr. 281).

General Counsel carries the burden of proving the unfair labor practices alleged in the consolidated complaint. Evaluating Proegler and Ayers testimony as a whole, I do not find that General Counsel proved that during the conversation, which took place on about February 3, that Proegler and Ayers discussed Proegler's complaints about Tim Lowrey's management style. Proegler could not recall when it was discussed (Tr. 70). While I credit Proegler's testimony, I find all that General Counsel proved was discussed during the February 3 conversation, is that Ayers asked Proegler if there were any problems within the store that she could help fix or pass along to the new district manager (Tr. 69). Proegler responded, none that he could think of. (Tr. 69–70). Further, Proegler's testimony is essentially consistent with Ayers version of the conversation which I also credit. Proegler's inability to recall when he and Ayers discussed Proegler's displeasure with Lowrey is important for two reasons. First, because the evidence does not establish whether Ayers and Proegler discussed it in the same conversation when Ayers asked if there were any problems in the store she could help fix. Second, prior to January 28, there is no evidence to establish that Respondent knew about the union organizing among employees at the Zeeb Road store. Ayers last day at the Zeeb Road store was February 3, thus if the conversation regarding Lowrey did not take place between those dates there is no evidence that the promise to address Proegler's concerns were related to union organizing.

4. Schmehl's meetings with partners at the Zeeb Road store

In mid-March, Schmehl visited the Zeeb Road store. Proegler testified Schmehl told the partners she wanted to have a conversation with each of them before they left (Tr. 81). Proegler and barista Faith Watkins were leaving work at the same time, so they spoke to Schmehl together in the back of the store near the storage area (Tr. 81–82). Schmehl referenced a flyer that was posted on the refrigerator. Proegler testified Schmehl told them during the election period the company is required to maintain the status quo (Tr. 123). She further said if a union were voted in, Starbucks and the Union would be obligated under the NLRA to bargain in good faith on any terms and conditions of employment (Tr. 123–124). Proegler further testified, that Schmehl told them that their insurance would probably get worse, they would likely not be able to accrue any more paid time off, it would be unlikely they would be able to pick up shifts at other locations and it would be unlikely that store managers would be allowed to help partners on the floor in times that they were short staffed if we chose to vote yes on a union (Tr. 82, 124, 125, 126–127).

Schmehl testified that on about March 7 or 8, she spoke to Proegler. She testified, that during their meeting, she would have reviewed the Notice of Petition (Tr. 206–207, 210). She testified that she would have let partners know that during the union process it was status quo so benefits could not be increased or reduced, but they would need to stay the same (Tr. 207). If employees were to vote in the union, there would be a collective-bargaining process during which all the terms and conditions of employment would be negotiated (Tr. 207). Negotiations could include benefits, how they interact on the floor

ployment and offered against Respondent (GC Exh. 1(o)). *Ferguson Enterprises, Inc*., 355 NLRB 1121 fn. 2 (2010), citing *U.S. Ecology Corp*., 331 NLRB 223, 225 (2000), enfd. mem. 26 Fed.Appx. 435 (6th Cir. 2001). Further, the statements were not offered for the truth of the matter asserted, because General Counsel does not need to establish that alleged statements are true in order to prove they violated Section 8(a)(1) of the Act *Oklahoma Installation Co.,* 309 NLRB 776, 779 (1992), citing *Woody's Truck Stops,* 258 NLRB 705, 706 (1981).

with their manager, whether or not they are able to transfer in and out of the store, pick up shifts, but it would all have to be determined based on the collective-bargaining process (Tr 207, 214) Schmehl testified she told Proegler that during the collective-bargaining process things like taking out the trash might be regulated to a barista job description and a store manager may or may not be allowed to do such tasks because that is considered part of the barista's job (Tr. 213). Schmehl testified that she told Proegler that during the collective bargaining process things can get better, get worse or stay the same (Tr. 211).

I credit Proegler's testimony regarding this conversation and discredit Schmehl's testimony. As discussed earlier in this decision, I found Proegler to be a credible witness, he willingly acknowledged occasions when he could not recall some relevant facts. However, regarding this conversation, Respondent's attorney repeatedly questioned Proegler about his memory of the conversation. Proegler remained consistent and repeatedly testified that Schmehl said benefits would likely get worse during negotiations, it would be unlikely employees could pickups shifts at other stores and that managers likely would not be able to help employees (Tr. 82, 124–127). In response to leading questions seeking a negative response, Schmehl denied, for example, threatening employees that management would no longer be able to help employees if they supported or voted for a union (Tr. 207, 212). Further, during her testimony, Schmehl repeatedly testified about a general recollection about what she would have said to partners as opposed to what she did say to Proegler. For example, Schmehl testified, "I would have reviewed the Notice of Petition" and "I would have . . . let partners know that during the union process that it's status quo. . . " (Tr. 206–207, 210). Thus, based on demeanor, Proegler's stronger recollection, Schmehl's vague testimony about what she would have said to partners and her denials in response to leading questions, I credit Proegler's testimony regarding the conversation over Schmehl's testimony.

5. Schmehl's removal of union notes from the Zeeb Road community board

There is a community chalkboard located in the café area of the Zeeb Road store. The public is allowed to post information on the community board (Tr. 41–42). Typically, but not always, the information is posted after a store manager approves the material (Tr. 42).

As part of its organizing campaign, the Union held an event called a "sip-in" at the Zeeb Road store on March 20, between 12 p.m. and 3 p.m. (Tr. 43–44). Using posters displayed around Ann Arbor, and postings on Twitter, the Union encouraged customers to visit the Zeeb Road store and support the Union by ordering a "Union strong" coffee, wearing union attire, and leaving notes on the community board (GC Exhs. 13 and 14). The Union's advertisements said, "We need your help to show both Management and our Partners that the community has our backs!"

Proegler worked at the Zeeb Road store on the day of the sip in. At the beginning of the sip in, a union organizer by the name of Will, wore a sign around his neck showing he was with Starbucks Workers United and a union pin. He set up materials inside the Zeeb Road store (Tr. 76, 198). Store Manager Shae Shafer told the organizer to pick up his materials and leave the store (Tr. 76). The Union organizer moved outside (Tr. 76). Schmehl was present during most of the time that the Zeeb Road sip in was taking place (Tr. 44). When customers approached the Union organizer, he handed them sticky notes with supportive union messages written on them, such as Union Strong (Tr. 76, 115). Some customers took the notes from the organizer and put them up on the community board inside the store (Tr. 47, 76). Schmehl admitted at the beginning of the sip-in, and again after it concluded, she removed all the pro-union notes that customers had posted on the community board (Tr. 48, 77). Included in the notes that Schmehl removed was a customer note that read Starbucks Workers United and "Union Strong" and a letter of support from the EPA Local 8907 (Tr. 115–116). The content of the other notes that customers posted is not visible in the photograph introduced by the General Counsel (GC Exh. 15).

Sometime prior to March 20, someone had posted a flyer, on the Zeeb Road community board, advertising an art exposition for Michigan prisoners (Tr. 50). On March 20, when Schmehl took down the pro-union notes posted by customers, she left the art exposition flyer posted on the community board (Tr. 50). She testified that she left the flyer up because it was related to the University of Michigan's Art School which is a non-profit organization (Tr. 194). Schmehl testified that the purpose of the community board is to provide a space for non-profit events and local Starbucks events to be posted for its customers and employees (Tr. 185). Schmehl testified Respondent's policy allows customers to post content for nonprofit neighborhood community programs and initiatives, such as volunteer requests, or announcements about community events, including, art fairs and book clubs (Tr. 187, 194, R. Exh. 2). She testified that Respondent's operations manual contains a policy regarding what is an is not allowed on Respondent's community boards (Tr. 189, R. Exh. 2). The policy states:

> There are three categories of content that may be displayed on Starbucks Community Boards
>
> > Starbucks *enterprise* community programs and initiatives—post information about nonprofit organizations and community events sponsored by Starbucks or disaster response initiatives at a national level.
> >
> > Starbucks *local* community programs and initiatives – post photos and other materials that demonstrate how we make a difference in local neighborhoods.
> >
> > Neighborhood community programs and initiatives – post events shared by customers regarding upcoming community programs.
>
> Contents should be refreshed at least on a weekly basis. Store managers are empowered to remove items that are not part of the Approved Content List. Items under Unapproved content list are examples of things that can be removed by the store manager, but it is not a complete or comprehensive list.
>
> APPROVED CONTENT
>
> Starbucks content

Starbucks may provide details on community programs and initiatives with promotional signage as indicated in the Siren's Eye or through specific Action Items, such as disaster response posters

Store-specific content

Details about community programs and initiatives, including photos from service projects; thank you letters from nonprofit organizations with whom your store has partnered; awards and recognition from the community or details about upcoming community events can be communicated on the community board.

Neighborhood content

Information about nonprofit neighborhood community programs and initiatives, such as notices for needed volunteers or announcements about community events can be shared.

UNAPPROVED CONTENT

The Community Board may not be used to post the following (including but not limited to):

- For Rent or For Sale notices
- Advertisements
- Business Cards
- Personal Ads
- Notices or Announcements that are political or religious in nature
- Notices that disparage Starbucks
- Any material that could be deemed offensive, insulting, or derogatory
- Regulatory signage such as hand-washing notices or "no smoking" signs (Tr. 189, R. Exh. 2).

Schmehl testified that she has applied the company's policy since she began working for Starbucks in 2014. She removes offending postings on the community board "very often, almost every time I'm inside the location" (Tr. 217). It is not entirely clear which location or locations Schmehl was talking about, however, I understood her to say that almost every time she visits one of the stores in her District, she removes unapproved content from the community boards. General Counsel did not present any testimony to contradict Schmehl's testimony.

III. ANALYSIS

Paragraph 8 of the complaint alleges, that during a February meeting with and employee, Gambone violated 8(a)(1) of the Act by impliedly promising its employees increased benefits and improved terms and conditions of employment by soliciting employee complaints and grievances.

The record shows that Gambone met with Coakley at the Clinton Township store in early February. The meeting took place about a week after Coakley sent a January 29 letter to Johnson, seeking union recognition and the Union filed its January 31 petition, seeking to represent employees at the Clinton Township store (GC Exhs. 2, 8, Tr. 138–139). Gambone's visit was unusual because she normally spent her time in the store meeting with the store manager and assistant manager, but during this visit she met with every partner and spoke to Coakley one on one for 20 minutes (Tr. 140, 142, 144, 242–243). Prior to this conversation, Gambone and Coakley had only engaged in brief conversations in passing during the 5 plus years Coakley had worked for Respondent (Tr. 140). During the conversation, Gambone asked Coakley what she wanted fixed at the store (Tr. 142). Coakley responded she wanted social distancing stickers on the floor and a sign on the door asking customers to wear masks (Tr. 142). Gambone responded that she would do that for Coakley (Tr. 142). Coakley also told Gambone that a sink in their bar area had been broken for about 2 years and an oven was broken (Tr. 143). Gambone said she would have them looked at (Tr. 143). Following the conversation, Gambone and the regional director Bridgette Jackson came to the Clinton Township store and put a sign on the door asking customers to wear masks, someone came and fixed the sink, and attempted to fix the oven (Tr. 142–145, 155).

Section 8(a)(1) of the Act makes it an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their rights to engage in protected union and concerted activity. Where a solicitation of grievances is alleged as a promise of benefit, the ultimate question is whether there has been a promise of benefits in order to influence employees to vote against a union *MacDonald Machinery Co.*, 335 NLRB 319, 320 (2001). The Board applies the objective standard of whether the remark would reasonably tend to interfere with the free exercise of employee NLRA rights, and does not look at the motivation behind the remark, or rely on the success or failure of such coercion. *Midwest Terminals of Toledo*, 365 NLRB No. 158, slip op. at 21 (2017), enfd. 783 Fed.Appx. 1 (D.C. Cir. 2019); *Divi Carina Bay Resort*, 356 NLRB 316, 320 (2010), enfd. 451 Fed. Appx. 143 (3d Cir. 2011); *Joy Recovery Technology Corp.*, 320 NLRB 356, 365 (1995), enfd. 134 F.3d 1307 (7th Cir. 1998); *Miami Systems Corp.,* 320 NLRB 71, 71 fn. 4 (1995), affd. in relevant part 111 F.3d 1284 (6th Cir. 1997). When applying this standard, the Board considers the totality of the relevant circumstances. *Mediplex of Danbury*, 314 NLRB 470, 471 (1994).

I conclude that during the early February meeting with Coakley, Gambone unlawfully solicited and promised to remedy Coakley's grievances in order to discourage union activity. The conversation took place close in time to the employees' union activities. While Gambone had previously attempted to connect with partners while visiting stores in her district, such conversations had previously focused on talking to them about their interests outside of work (Tr. 246–247). Conversely, during this conversation, Gambone solicited Coakley's grievances and promised to remedy them. The impact of COVID-19 was one of the reasons employees sought union representation and Gambone knew employees were concerned about COVID-19 (Tr. 154, 257). Given the nature of the health risks Respondent's employees faced in January and February, related to COVID-19, working in a confined space in close proximity to each other and customers, Gambone's promise to put up a sign asking customers to wear masks would reasonably be viewed as a promise of benefit to discourage union activity.

Conversely, the promise to have the sink and the oven looked at did not violate Section 8(a)(1) because it was not a promise of a benefit calculated to impact the outcome of the election. *Wal-Mart Stores, Inc.*, 352 NLRB 815, 834 (2008),

citing *United Airlines Services Corp.,* 290 NLRB 954 (1988). Respondent had previously sent someone to fix the sink and attempted to fix the oven (Tr. 155). Thus, the totality of the evidence establishes Respondent promised to have the oven and the sink looked at or repaired as part of its routine process in operating a food service outlet. Further, objectively employees would not view the repair or maintenance of a sink and an oven as a "benefit" *Wal-Mart Stores, Inc.,* supra.

I conclude that Gambone, during her early February meeting with Coakley, solicited and promised to remedy Coakley's grievances for the purpose of discouraging union support in violation of Section 8(a)(1).

In paragraph nine of the complaint, General Counsel alleges that during a February 13, conversation, Lind violated 8(a)(1) of the Act by creating an impression among its employees that their union and protected concerted activities were under surveillance.

In determining whether an employer has violated 8(a)(1) of the Act by creating an impression of surveillance, the Board looks at whether employees would reasonably assume from the statement in question that their union activities have been place under surveillance. *Waste Stream Management Inc.,* 315 NLRB 1099, 1124 (1994), citing *United Charter Service,* 306 NLRB 150 (1992)*; South Shore Hospital,* 229 NLRB 363 (1977)*;* and *Schrementi Bros.,* 179 NLRB 853 (1969).

The record does not support the allegation that Lind created an impression that Respondent was engaging in surveillance of Proegler's union activities. On about February 11, Proegler visited the Main Street store to pick up some product (Tr 64). While at the store, he had a conversation with Lind. The two exchanged pleasantries about their personal lives and Lind laughed and said, "we've been told to watch out for you" (Tr. 65-67). Based on the totality of the circumstances, a reasonable employee would not have assumed Lind's statement created the impression that Proegler's union activities were under surveillance. Lind was not Proegler's direct supervisor. Proegler worked at the Zeeb Road store and at the time of the conversation Lind was the dual manager of the Main Street and South University stores. Neither Lind nor Proegler testified that the issue of the union was discussed in any manner during their conversation. Lind and Proegler described their relationship as a friendly and joking relationship (Tr. 102, 228-229). When asked what conclusion he drew from the conversation, Proegler testified, "I really didn't make too many conclusions based off that singular conversation" (Tr. 103). Further, Respondent had no need to engage in surveillance of Proegler's union activities because prior to the conversation, Proegler had been very open about his union activities. For example, on January 28, Proegler wore a union button, handed his store manager, Tim Lowrey a letter addressed to then CEO Johnson asking Respondent to recognize the Union. Proegler emailed Johnson the same letter (Tr. 59, GC Exh. 9).

General Counsel argues that Lind's statement is unlawful when combined with the fact that the first time Proegler ever met his new district manager Paige Schmehl, she said to him she had heard a lot about him. General Counsel did not allege Schmehl's statement as unlawful. I find Schmehl's comment so vague that a reasonable person would not attribute the comment as related to Proegler's union activities. Thus, even considering Lind and Schmehl's comments to Proegler in combination, no reasonable employee would assume that Respondent was engaged in surveillance of Proegler's union activities or that Respondent was watching Proegler more carefully because of his union activities.

I conclude that Lind, during her February 11, conversation with Proegler did not create an impression among its employees that their union or protected concerted activities were under surveillance in violation of Section 8(a)(1).

In paragraph 10 of the complaint, General Counsel alleges that during a February 14 meeting, Ayers violated 8(a)(1) of the Act by impliedly promising its employees increased benefits and improved terms and conditions of employment by soliciting employee complaints and grievances.

The record shows on about February 3, Ayers met with Proegler in the lobby of the Zeeb Road store (Tr. 68). Ayers asked Proegler if there were any problems within the store that she could help fix or pass along to the new district manager (Tr. 69). Proegler responded, none that he could think of (Tr. 69-70). Where Proegler failed to raise any issues related to employees' terms or conditions of employment, I find General Counsel failed to establish that Ayers promised employees increased benefits and improved terms and conditions of employment in order to influence employees to vote against a union *MacDonald Machinery Co.*, 335 NLRB 319, 320 (2001). I recognize that the conversation took place just a few days after January 28, when Proegler provided store manager Lowrey and CEO Johnson a letter seeking union recognition (Tr. 59-61). However, considering all the circumstances, Ayers statement would not reasonably tend to interfere with the free exercise of employee NLRA rights *Midwest Terminals of Toledo*, supra.

I conclude that Ayers, during her February 3, meeting with Proegler did not solicit and promise to remedy Proegler's grievances for the purpose of discouraging union support in violation of Section 8(a)(1).

In paragraph 11 of the complaint, General Counsel alleges that during a March 22, meeting, Schmehl violated 8(a)(1) of the Act by threatening to reduce benefits for employees and threatening that management would no longer be able to help employees if they supported or voted for a Union.

In mid-March, Schmehl visited the Zeeb Road store and told everyone working that she wanted to have a conversation with them before they left (Tr. 81). Schmehl met with Proegler and Faith Watkins, a barista (Tr. 81–82). Schmehl referenced a flyer that was posted on the refrigerator and said during the election period the company was required to maintain the status quo (Tr. 123). She further said if a union were voted in, Starbucks and the Union would be obligated under the NLRA to bargain in good faith on any terms and conditions of employment (Tr. 123–124). Schmehl told them if they chose to vote yes on a union that their insurance would probably get worse, they would likely not be able to accrue any more paid time off, it would be unlikely they would be able to pick up shifts at other locations and it would be unlikely that store managers would be able to help them on the floor in times that they were short staffed (Tr. 82, 124, 125–127).

Respondent argues Schmehl's comments were not unlawful because Proegler only testified that "our insurance would ***probably*** get worse, we would ***likely*** not be able to accrue any more paid time off as well as it would be ***unlikely*** for us to be able to pick up shifts at other locations…" and "[i]t would be ***unlikely*** that store managers would be willing—would be able to help on the floor if need be" (R. Br. p. 17). However, the Board has regularly found such comments to violate the Act where they are not based on any reasonably calculated objective facts. *Mi Pueblo Foods,* 360 NLRB 988, 992 (2014). In *Mi Pueblo,* the Board found an 8(a)(1) violation where the employer said an employee would likely not be promoted if the Union came in because of the Union's seniority standards. Id. See also *Presidential Riverboat Casinos*, 329 NLRB 77 (1999) (statements that wages might possibly be decreased if the union were elected would reasonably be understood as a threat that the employer might retaliate by reducing wages); *Ed Chandler Ford*, 254 NLRB 851, 852, 858 (1981), enfd. in pertinent part 718 F.2d 892 (9th Cir. 1983) (statements that collective bargaining would probably result in loss of bonuses, not based on objective fact, constituted a threat of loss of bonuses if the union won election).

I conclude that Schmehl, during a mid-March, meeting with Proegler violated Section 8(a)(1) of the Act by threatening employees with reduced benefits and hours and the withdrawal of supervisory assistance, for the purpose of inducing employees not to vote for the Union.

In paragraph 12 of the complaint, General Counsel alleges that on March 20, Schmehl, violated 8(a)(1) of the Act by removing union information from a blackboard in the Zeeb Road store while leaving non-union information posted.

As part of its organizing campaign, the Union asked customers to come to the Zeeb Road store during a March 20, sip in and leave notes on the community board ". . .to show both Management and our Partners that the community has our backs!" (GC Exh. 13).

The community board is in the public area of the Zeeb Road store (Tr 41). During and after a March 20 sip-in, Schmehl removed union content consisting of numerous sticky notes with messages supportive of the union posted by customers, while leaving a flyer advertising an art exhibition at the University of Michigan's Art School (Tr 50, 77, 190–191, 194, GC Exh. 15) Respondent's policy allows customers to post content regarding neighborhood community programs and initiatives, such as volunteer requests, or announcements about community events, such as, art fairs, art exhibitions, or book clubs (Tr. 187, 194, R. Exh. 2). Schmehl regularly removes unapproved content from the community boards in her district, but she leaves approved content (Tr. 194–195, 217).

The Board has held that "it is not unlawful for an employer *to reserve to itself the exclusive use* of its bulletin boards and to bar any postings by employees" *Mid-Mountain Foods, Inc*., 332 NLRB 229, 233 (2000), quoting *Sprint/United Management Co.*, 326 NLRB 397, 399 (1998) (emphasis added). However, where Respondent has ceded its community board space to the public to use for posting notices of a similar nature to the union content, i.e., book clubs, art fairs and volunteer requests, it cannot discriminate against the use of its board for posting union content. Id. and *Mek Arden, LLC d/b/a Arden Post Acute Rehab*, 365 NLRB No. 109, slip op. 1, fn. 3 (2017) enfd. 755 Fed.Appx 12 (D.C. Cir. 2018). While the case law regarding bulletin boards has generally focused on what employees or their union representatives can post, the rationale for prohibiting discrimination of union content posted by employees is equally applicable to prohibiting discrimination of union content posted by customers.

I conclude that on March 20, Schmehl violated Section 8(a)(1) of the Act by discriminatorily removing union content from the community board in the Zeeb Road store.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. Respondent by Jennifer Gambone violated Section 8(a)(1) by soliciting employee complaints and grievances and promising better conditions of employment in order to discourage employees from supporting a union.
4. Respondent by Paige Schmehl violated Section 8(a)(1) by threatening employees with reduced benefits and hours and the withdrawal of supervisory assistance, for the purpose of inducing employees not to vote for or support the Union.
5. Respondent by Paige Schmehl violated Section 8(a)(1) by discriminatorily removing and prohibiting the posting of union materials on a community board.
6. The unfair labor practices stated in conclusions of law 3–5, above, affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative actions designed to effectuate the policies of the Act. [7]

ORDER (ZEEB ROAD STORE)

Respondent, Starbucks Corporation its officers, agents, successors, and assigns shall:

1. Cease and desist from

[7] General Counsel argues that the Board should use this case as an opportunity to update its standard notice remedies. First, it urges the Board to adopt a notice-reading requirement as a standard remedy in all cases. Second, it asks the Board to modernize its approach to remedial notice postings by expressly including text messaging, posting on a social media page, and distribution through an internal smartphone app used by employees, as standard forms of electronic notice distribution. Third, it states the Board should amend its standard remedial language by explicitly requiring respondents to grant Board agents reasonable access to its property to verify compliance with the Board's order. Fourth, it contends the Board should expand Explanation of Rights postings beyond cases involving egregious and pervasive unfair labor practices and supplement the ordinary remedial notice with a broader Explanation of Rights. Finally, it argues the Board should not limit the posting period for such to 60 days, but instead should require the Explanation of Rights to be posted for at least 1 year or longer. As I am bound by the Board's current remedies, I will leave the General Counsel to make these arguments to the Board.

a. Discriminatorily removing or prohibiting the posting of union materials on our community boards.

b. Threatening employees with the loss of benefits or hours, or the withdrawal of supervisory assistance if you choose to be represented by or support a union.

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

a. Within 14 days after service by the Region, post at its Zeeb Road store in Ann Arbor, Michigan, a copy of the attached notice marked "Appendix A."[8] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by Respondent's authorized representative, shall be posted by 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 notices shall be distributed 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 notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at the facility at any time since March 1, 2022.

b. Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

ORDER (CLINTON TOWNSHIP STORE)

Respondent, Starbucks Corporation its officers, agents, successors, and assigns shall:

1. Cease and desist from

Soliciting employee grievances and promising better conditions of employment in order to discourage employees from supporting a union.

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

a. Within 14 days after service by the Region, post at its store in Clinton Township, Michigan a copy of the attached notice marked "Appendix B."[9] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by Respondent's authorized representative, shall be posted by 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 notices shall be distributed 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 notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at the facility at any time since February 1, 2022.

b. Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., February 9, 2023.

APPENDIX A (TO BE POSTED AT THE ZEEB ROAD STORE)

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

SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT, A 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 interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT discriminatorily remove or prohibit the posting of union materials on our community boards.

WE WILL NOT threaten employees with the loss of benefits or hours, or the withdrawal of supervisory assistance if they choose to be represented by or support a union.

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

STARBUCKS CORPORATION

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-293742 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.

[8] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[9] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX B (TO BE POSTED AT THE CLINTON TOWNSHIP STORE)

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

SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT, A 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 interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT solicit employee grievances and promise better conditions of employment in order to discourage employees from supporting a union.

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

STARBUCKS CORPORATION

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-293742 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.