UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH OFFICE

GROW OP FARMS, LLC

and **Cases 19-CA-309512**
19-CA-314248
19-CA-315895
19-RC-312623

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 3000, affiliated with the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO

Ryan E. Connolly Esq. and *Molly G. Sykes, Esq.,* for the General Counsel.

Joel R. White, Esq. (Fox Rothschild LLP), for the Respondent.

Troy Thorton, Esq. (Streepy Law PLLC), for the Charging Party.

DECISION

STATEMENT OF THE CASE

DICKIE MONTEMAYOR, Administrative Law Judge. This case was tried before me on November 28–29, 2023, in Spokane, Washington. Charging Party (Union) filed charges alleging violations by Respondent, Grow Op Farms of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended (the Act). A complaint was issued on July 20, 2023. On that same date an order further consolidating cases was issued which added issues related to challenged ballots and election objections filed by both Charging Party and Respondent. An amended complaint was thereafter issued on November 9, 2023. Respondent filed answers to the initial complaint on August 3, 2023, and the amended complaint on November 24, 2023, Respondent in its answers denied that it violated the Act.

FINDINGS OF FACT

I. JURISDICTION

1. The complaints allege, and I find that:

(a) The initial charge in Case 19–CA–309512 was filed by the Union on December 27, 2022, and a copy was served on Respondent by U.S. mail on about the same date.

(b) The first amended charge in Case 19–CA–309512 was filed by the Union on July 3, 2023, and a copy was served on Respondent by U.S. mail on about July 5, 2023.

(c) The initial charge in Case 19–CA–314248 was filed by the Union on March 16, 2023, and a copy was served on Respondent by U.S. mail on about March 17, 2023.

(d) The first amended charge in Case 19–CA–314248 was filed by the Union on July 3, 2023, and a copy was served on Respondent by U.S. mail on about July 5, 2023.

(e) The initial charge in Case 19–CA–315895 was filed by the Union on April 11, 2023, and a copy was served on Respondent by U.S. mail on about the same date.

(f) The first amended charge in Case 19–CA–315895 was filed by the Union on July 3, 2023, and a copy was served on Respondent by U.S. mail on about July 5, 2023.

2.

(a) At all material times, Respondent has been a limited liability corporation with offices and places of business located at 2611 North Woodruff Road, Spokane Valley, Washington (the "Woodruff Road facility"), and 9919 East Montgomery Road, Spokane Valley, Washington (the "East Montgomery Road facility"), where it is engaged in the business of processing and manufacturing cannabis and cannabis related products.

(b) In conducting its operations described above in paragraph 2(a) during the past 12 months, which period is representative of all material times, Respondent received gross revenues in excess of $500,000.

(c) In conducting its operations described above in paragraph 2(a) during the past 12 months, which period is representative of all material times, Respondent purchased and received goods valued in excess of $50,000 in the State of Washington directly from points located outside the State of Washington.

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

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

4. At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act and/or agents of Respondent within the meaning of § 2(13) of the Act, acting on Respondent's behalf:

Katrina McKinley, Chief Executive Officer
Tyler Miller, Director of Facilities
Sean Taylor, Purchasing Manager
Jim Allen, Labor Consultant
Jennifer Galvani, ESS Supervisor
Phillip Brannan, Warehouse Supervisor

5. On or about February 21, 2023, the Union filed a petition seeking to represent certain employees at the facility and, on April 12, 2023, an election was held to determine whether a unit of Respondent's employees wished to be represented by the union for purposes of collective bargaining.

6. The voting unit consisted of:

All full-time and regular part-time Environmental Support Specialists ("ESS"), IT Technicians, Purchasing Agents, Inventory Clerks, Warehouse Clerks, Indoor Warehouse Administrative Assistant, and Maintenance Crew Members employed by the Employer at the Employer's facility located at 2611 N. Woodruff Rd., Suite A, Spokane Valley, Washington 99206; excluding all other employees, office clerical employees, managers, and guards and supervisors as defined by the Act.

7. Of the 27 eligible voters 8 were cast in favor and 12 were cast against with 6 challenged ballots and objections to conduct affecting the results of the election. (GC Ex. 1(0).)

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

This case involves allegations that centered around events that occurred at Respondent's facility. Respondent is in the business of manufacturing and processing cannabis and cannabis related products. In mid-2022, employees began a union organizing campaign involving the United Food and Commercial Workers Local 3000. During the organizing campaign, Jim Allen, a Labor Consultant, was hired by Grow Op Farms to assist it with its efforts to oppose unionization and was on site for the campaign.

1. Tyler Miller the Director of Facilities created the impression of surveillance of employee union activities

The evidence established that Morgan Combs, was initially hired in June of 2021, as an environmental support specialist. He in fact was the employee that "reached out" to the Union to inquire about starting up an organizing campaign at Respondent's facility.
In support of the unionization efforts, he "talked extensively" about it to people. (Tr. 99.) His conversations focused on, "the benefits and what would change about the job." (Tr. 99.) He also "tried to get as many people to sign union cards as possible." (Tr. 99.)

In December of 2022, in the context of his organizing efforts, Combs spoke to Phillip Brennan. Combs described the conversation as follows:

> Q Okay. So you were outside. And describe what was said, if anything.
>
> A I was trying to get his phone number. He actually did give me his phone number, and I was—wanted to give him more information than what I could tell him outside. I was pretty busy out there. But I just wanted to get his phone number so I could talk to him, you know, outside of work and just be able to give him more information about organizing. (Tr. 102.)

Combs further testified that he discussed nonwork topics "all the time," "everyday," and "every hour," and was never told not to do so. (Tr. 102.)

Shortly after speaking to Brennan, he was called into the office by Tyler Miller who proceeded to tell him that "his attendance was above the allowed limit" and then told him "not to talk about organizing on the job." (Tr. 103). Combs agreed and then left the meeting. (Tr. 102).

(a) Respondent's statements to Combs were unlawful.

General Counsel alleged that the conduct of Respondent constituted three separate violations of the Act, the creation of the impression that its' employees' protected activities were under surveillance, talking about organizing on the job was not permitted and the implied threat of discharge. The evidence supports this conclusion. An employer unlawfully creates an impression of

surveillance if the "employee would reasonably assume from the action in question that their union activities had been placed under surveillance." *Tres Estrellas de Oro*, 329 NLRB 50 (1999). Any employee who was called into the office after speaking with another regarding unionization and threatened with termination for "attendance" and told not to talk about organizing on the job would reasonably assume that their activities were under surveillance. I also find that the breadth of the prohibition was in and of itself unlawful because, as noted by General Counsel, it contained no limitations, and presumably included any discussions regarding the union including discussions taking place during periods of the employees own time. See *Our Way, Inc*., 268 NLRB 394 (1983), see also *G.C. Murphy Co*., 171 NLRB 370 (1968). I also find that given the fact that employees were free to discuss any non-union matter at any time during the workday any direction to not engage in union discussions was on its face discriminatory and unlawful. *Pioneer Hotel v. NLRB,* 182 F. 3d 939 (D.C. Cir. 1999), *Reno Hilton Resorts*, 320 NLRB 197, 208 (1995), *Frazier Industrial* Co., 328 NLRB 717 (1999) enfd. 213 F.3d 750 (D.C. Cir. 2000), *Teksid Aluminum Foundry,* 311 NLRB 711 (1993).

The implicit threat to discharge Combs was clear and unequivocal. When combined with the unlawful impression of surveillance, and the direction to "not talk about organizing on the job" are independent evidence that Miller harbored antiunion animus. Nevertheless, motive is not required to prove an 8(a)(1) violation. What is required is that the employer engaged in conduct that it may reasonably said tends to interfere with the free exercise of employee rights. *Westwood Healthcare,* 330 NLRB 935 (2000). An implicit threat of termination without question is aimed at and indeed does interfere with the free exercise of employee rights.

The facts of this case are like those presented in In Re *Golden State Foods Corp.,* 340 NLRB 382 (2003), wherein the Board found that the convergence of the impression of surveillance and unlawful threats of discharge constituted separate violations of the Act. Similar reasoning is applicable in this case. I therefore find that the conduct of Respondent regarding this single incident constituted three separate violations of Section 8(a)(1) of the Act.

(b) Miller and Allen's removal of union materials from the employee breakroom.

Section 7 of the Act provides that "employees shall have the right to self–organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection." Section 8(a)(1) provides that it is an unfair labor practice to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed by Section 7. The Board has set forth an objective test to determine if "the employer engaged in conduct which would reasonably have a tendency to interfere with the free exercise of employee rights under the Act." Santa Barbara News–Press, 357 NLRB 452, 476 (2011); Multi–Ad Services, 331 NLRB 1226, 1227–1228 (2000). The test "does not turn on the employer's motive or on whether the coercion succeeded or failed." American Tissue Corp., 336 NLRB 435, 441 (2001), citing NLRB v. Illinois Tool Works, 153 F.2d 811, 814 (7th Cir. 1946).

Morgan Combs testified that he would regularly sometimes twice a day place union literature in the breakrooms. He also testified that he put the most materials in the breakroom designated as the "A side breakroom." He testified that he personally witnessed Miller and Allen removing union posters that he had placed in the break room. What he witnessed first-hand was Miller and Allen "silently grabbed a bunch of posters and walked back." (Tr. 109.) He further testified that the actions took place within 5 to 10 minutes of him placing the posters in the break room. (Tr. 109.) Paragraph (f) of the amended complaint alleged that on or about April 25, 2023, Respondent, by Miller and Allen at the Woodruff Road Facility, removed union literature from its employee's breakroom. In its answer Respondent, "admitted that Miller and Allen cleaned the employee breakroom consistent with Respondent's usual practice." (R. Answer. p. 2). At trial, Miller didn't deny that in fact he did remove the items but claimed that it was done in the ordinary course of routine cleaning. I find highly probative that Respondent admitted in its answer that Allen, the labor consultant participated in the "cleaning." Allen was not hired to perform janitorial functions. When the labor consultant hired to oppose the unionization of the facility participates in "cleaning" which involves the removal of union materials within minutes of their placement it is reasonable to infer that the removal is not done as part of routine cleaning but rather done to thwart unionization. Moreover, I do not fine credible the assertion that the "cleaning" was routine. Miller was a high-level manager who supervised 25 employees including employees whose job duties were specifically janitorial. A similar issue was addressed in *New Process Co.*, 290 NLRB 704 (1988), which held that supervisors engaged in unusual and not routine conduct by performing clean-up work which was in fact part of a company effort to minimize, wherever possible, communication between the Union and the employees. *Photo-Sonics, Inc.*, 254 NLRB 567 (1981), enfd. 678 F.2d 121 (9th Cir. 1982). See also *Jennie-O Foods,* 301 NLRB 305 (1991). The conduct of Miller and Allen was intended to and did unlawfully interfere in the free exercise of employee rights. I therefore find that the removal of union literature violated Section 8(a) (1) of the Act.

(c) Respondent's unequal standards regarding union materials.

On or about March 11, the following message was sent to employees:

> Please note, that destruction and removal of company property no matter what it is, is a fireable offense. This includes defaming company property, such as graffiti in the bathrooms, writing on signs, removing company posted signs, are a few examples! We have noticed that this has been an issue, it has and will, result in termination. (GC Exh. 5.)

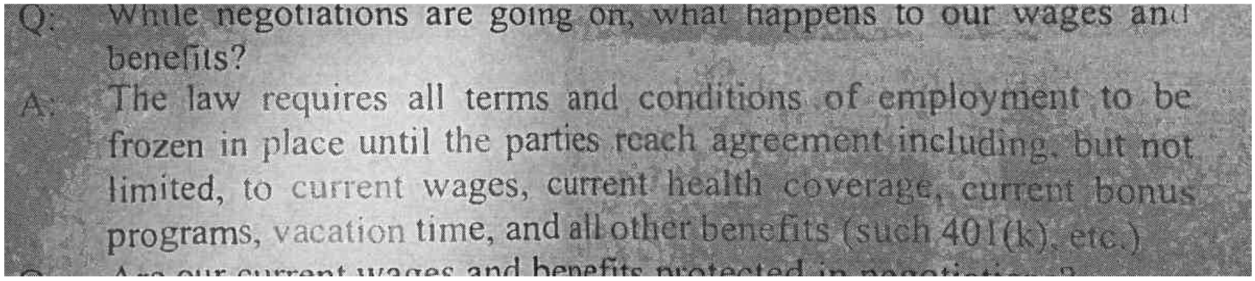
It is undisputed that Miller nor Allen were ever counseled or disciplined for unlawfully removing union literature. Although removing company posted signs was characterized as "a fireable offense," the removal of union materials was characterized as "cleaning." The disparate treatment regarding the distribution of union materials is plainly evident from the undisputed evidence of record. See Seton Co., 332 NLRB 979 (2000). Thus, I find that removing and destroying union materials with impunity while threatening employees with termination for removing company posters constituted unlawful disparate treatment of union material distribution and violated Section 8(a)(1) of the Act.

(d) Respondent's March 14, 2023, message to employees

The undisputed evidence of record is that on March 14, 2023, CEO Mckinley sent a message regarding communications and unionization which stated, "You are free to appropriately engage your coworkers on NON-worktime in an appropriate way with whatever opinion you may hold." (GC Exh. 6.) It is undisputed that employees were not forbidden from discussing nonwork-related subjects at work. Indeed, as noted above, Combs testified that he discussed non-work topics "all the time," "everyday," and "every hour," and was never told not to do so. It is well established that an employer may not discriminatorily allow free discussion of nonwork subjects and at the same time prohibit employees from discussing the union or unionization during work time. See Frazier Industrial Co., 328 NLRB 717 (1999), enfd. 213 F.3d 750 (D.C, Cir 2000). Teskid Aluminum Foundry, 311 NLRB 711 (1993). In promulgating, maintaining and enforcing the disparate March 14 rule Respondent violated Section 8(a)(1) of the Act.

2. Respondent's did you know? What happens when a union wins?" flyer.

Respondent in response to unionization efforts posted a flyer which contained the following language set forth below:


Q: While negotiations are going on, what happens to our wages and benefits?
A: The law requires all terms and conditions of employment to be frozen in place until the parties reach agreement including, but not limited, to current wages, current health coverage, current bonus programs, vacation time, and all other benefits (such 401(k), etc.)

(a) Respondent's message that all terms and conditions will be "frozen in place" was unlawful.

A similar issue regarding similar language was addressed by the Board. In *Jensen Enterprises, Inc.,* 339 NLRB 877 (2003), the Board addressed the issue of the stated freezing of benefits noting:

> It is settled law that when employees are represented by a labor organization their employer may not make unilateral changes in their terms and conditions of employment. See *NLRB v. Katz*, 369 U.S. 736, 747 (1962). This duty to maintain the status quo imposes an obligation upon the employer not only to maintain what it has already given its employees, but also to implement benefits that have become conditions of employment by virtue of prior commitment or practice. *Alpha Cellulose Corp.*, 265 NLRB 177, 178 fn. 1 (1982), enfd. mem. 718 F.2d 1088 (4th Cir. 1983).

> Periodic wage increases become conditions of employment if they are "an established practice … regularly expected by the employees." *Daily News of Los Angeles*, 315 NLRB 1236 (1994), enfd. 73 F.3d 406 (D.C. Cir 1996) … Hence, an employer's statement that wages will be frozen until a collective-bargaining agreement is signed violates Section 8(a)(1) of the Act if the employer has a past practice of granting periodic wage increases. See, e.g., *Illiana Transit Warehouse Corp.*, 323 NLRB 111, 113–114 (1997); *299 Lincoln Street, Inc.*, 292 NLRB 172, 174 (1988); *More Truck Lines*, 336 NLRB 772, 773–775 (2001), enfd. 324 F.3d 735 (D.C. Cir. 2003). Such an announcement suggests to employees that the employer intends to unilaterally take away benefits and require the union to negotiate to get them back.

It is undisputed in the record that Respondent had past practices of increasing vacation benefits automatically and similarly wage increases could be granted "at any time they are deemed warranted." (R. Exh. 4, 17, 18.) I concur with General Counsel's assertion that a reasonable employee could view the statement to mean that although a person might otherwise become eligible to receive an increase from 24 hours of vacation time to 40 hours, that eligibility for increase would be taken away and "frozen" if they voted for the union. The similarities between the facts underlying these allegations and *Jensen* are readily apparent. Relying on the Board's reasoning and rationale as more fully set forth in *Jensen,* I therefore find that the statements in the flyer violated Section 8 (a)(1) of the Act.

3. The interrogation of Jones

An unlawful interrogation is one which reasonably tends to restrain, coerce, or interfere with rights guaranteed by the Act, under the totality of the circumstances. Rossmore House, 269 NLRB 1176, 1178 fn. 20 (1984), affd. sub nom Hotel & Restaurant Employees Local 11 v. NLRB, 760 F.2d 1006 (9th Cir. 1985). The test is an objective one that does not rely on the subjective aspect of whether the employee was, in fact, intimidated. Multi-Ad Services, 331 NLRB 1226, 1227–1228 (2000), enfd. 255 F.3d 363 (7th Cir. 2001). A nonexhaustive list of factors to consider includes the background between the employer and union; the nature of the information sought; the identity of the questioner; the place and method of interrogation; the truthfulness of the employee's reply; and whether the employee was an open and active union supporter. Westwood Health Care Center, 330 NLRB 935, 939–940 (2000); Bourne v. NLRB, 332 F.2d 47 (2nd Cir. 1964). These factors are not to be applied mechanically but rather be viewed as possible areas of inquiry when evaluating the totality of the circumstances. Rossmore House, supra at 1178 fn. 20. The Board has found violations where the employer showed no legitimate purpose for its questions. Royal Manor Convalescent Hospital, 322 NLRB 354, 362 (1996) (interrogation coercive where there was no purpose for the supervisor's questions other than to determine the employee's sentiments about the union).

The basic facts of the interrogation are undisputed. Jones was asked by her direct supervisor, Purchasing Manager Taylor to speak with him and labor consultant Allen. The labor consultant's questions of Jones went straight to the issue of unionization under the guise of asking whether she had done her research regarding public and private unions. Taylor then directly asked whether her research had swayed Jone's vote. These facts on their face demonstrate the coercive nature of the interrogation.

Jones was cornered and singled out by her direct supervisor and a labor consultant and then "double teamed" with questions regarding unionization that had no legitimate purpose other than to determine union sentiments and\or coerce her to vote against. The conduct of both Taylor and Allen when viewed in its totality reasonably tended to restrain, coerce or interfere with rights guaranteed under the Act and therefore violated Section 8(A) (1) of the Act.

4. The termination of Nathan Howell

Nathan Howell was hired into and held the position of facilities technician. He began his employment in November of 2021 and held the same position throughout his tenure. He typically worked the day shift from 7 a.m. to 4 p.m. His immediate supervisor was Christopher Eckholm the maintenance supervisor /maintenance foreman. Howell was a previous member of UFCW 1439 while employed at another job at Safeway. He began organizing directly at Respondent's facility in August of 2022. In his role as an organizer, he conferred with workers speaking with them about the benefits of joining the union and expressing his beliefs surrounding why he thought representation by a union would be a "good idea for them." (Tr. 25.) He actively attempted to get employees "verified support via union cards." (Tr. 26.) During the time he was employed he estimated that he talked to between 20 and 50 employees in all departments. These discussions included with supervisors and lead employees and included the following individuals:

Christopher Eckholm, Maintenance Supervisor/Foreman
Jayden Hartley, Maintenance Lead
Nicholas Sellers, Maintenance Plumbing Manager
Bryan Muza, Facilities Administrative Assistant
Dustin Olamo, Electrician Manager
Phillip Brannan, Warehouse Supervisor
Brian Karns, IT Manager
Kyle Cushing, ESS S0upervisor
Jaime Flenner, Kitchen Supervisor

On December 22, 2022, a call went out over the radio from Warehouse Supervisor Phillip Brannan. On the radio call, he requested that someone from maintenance come out to assist a worker in the parking lot. Initially, Howell did not respond to the call because he was busy with other tasks. Since no one else fielded the call, Howell responded, and Brannan told him that the employee needed help in the parking lot. This information was directly corroborated by Brannan 7 months later in an email message dated July 10, 2023. Wherein he stated the following:

"From what I recall, am employee stopped me in the parking lot asking for help with his vehicle. I was currently running forklift and so I proceed to call maintenance asking if "anyone could help," since this employee's car was in the way." (GC Exh. 7).

Howell proceeded to the parking lot and discovered that Cassie Swartz-Fox' vehicle was disabled and had a flat tire that was separated from the rim. He asked if the occupants had a spare tire and found out they did. Since Brannan, a supervisor was the person who requested the assistance, Howell believed he was authorized to assist, and he proceeded to do so. Because the vehicle owners did not have their own jack he retrieved a company jack from the maintenance department. To access

the jack, he had to first have the maintenance door opened. This was accomplished by Bryan Muzza. Upon doing so Muzza asked what it was for, and Howell told him. During the entire process a member of the security team accompanied Howell. Howell thereafter used the floor jack to change the tire. He removed the damaged tire and rim and replaced it with the spare tire and tightened down the lug nuts. Then he, "decided that it would not be safe to send them out without properly checking the lug nuts for torque to make sure they were—fastened down thoroughly enough so they would not fall off during travel." (Tr.32.)

He went back into the maintenance workshop looking for a torque wrench, but he had trouble locating one and so he asked other members of maintenance for help. His supervisor, Chris Eckholm helped him locate one. Bryan Muzza then asked what was going on and then proceeded to inform him that it was against company policy to work on noncompany owned vehicles on the premises while on the clock for liability reasons. He told Bryan that he didn't agree with that and that "the only way he would be putting anyone at risk now would be by not torquing the lug nuts on the wheels. He further indicated that if it was a liability issue, he himself would draft a liability waiver to ensure that the company assumed no liability whatsoever. (Tr. 33.) He then went outside using the torque wrench to properly tighten the lug nuts. He testified that he was glad he took the extra step to ensure their safety because "they were nowhere near tight enough and they would have been at risk of being in danger when they went back along the road before using that tool." (Tr. 33.) Thereafter he returned the jack and torque wrench.

About 15–30 minutes later Howell was called into a meeting with Tyler Miller and Chris Eckholm. Miller asked Howell to explain what transpired and he recounted the events as outlined above. Miller then told him that there was a policy in effect but that since he wasn't advised of the policy until after he completed the tire change itself, he wasn't in any trouble.

On the day after Christmas, December 26, 2022, 4 days after the incident and near the end of his shift Howell was called into a meeting with Tyler Miller. During this meeting he was informed that he was being terminated effective immediately and handed a termination letter. The letter asserted that he was being terminated because he indicated that he was not informed of the policy when "it was confirmed that you did receive this direction prior to making the vehicle repair by a third-party witness who was present in the maintenance area of the facility when the direction was supplied." (GC Exh. 2.) During the trial Miller testified that Howell was terminated because "he was supplied with the policy that we have in place. He was informed of a policy that we had in place, and he decided to state he didn't care and did it anyways." (Tr. 205.)

(a) Howell's discharge was unlawful

The General Counsel bears the initial burden of establishing that an employee's union or other protected activity was a motivating factor in the employer's adverse employment action. The General Counsel meets this burden by proving that (1) the employee engaged in union or other protected activity, (2) the employer knew of that activity, and (3) the employer bore animus against union or other protected activity. An employer's motivation is a question of fact that may be inferred from both direct and circumstantial evidence on the record as a whole. Circumstantial evidence of discriminatory motive may include, among other factors, the timing of the action in relation to the union or other protected conduct; contemporaneous unfair labor practices; shifting, false, or exaggerated reasons offered for the

action; failure to conduct a meaningful investigation; departures from past practices; and disparate treatment of the employee. Starbucks, 372 NLRB No. 122 (2023). In determining whether circumstantial evidence supports a reasonable inference of discriminatory motive, the Board does not follow a rote formula and has relied on many different combinations of factors. See, e.g., United Scrap Metal PA, LLC, 372 NLRB No. 49, slip op. at 3 (2023); Cintas Corp. No. 2, 372 NLRB No. 34, slip op. at 6–7 (2022); Security Walls, LLC, 371 NLRB No. 74, slip op. at 4 (2022); BS&B Safety Systems, LLC, 370 NLRB No. 90, slip op. at 1–2 (2021); Mondelez Global, LLC, 369 NLRB No. 46, slip op. at 2–3 & fn. 6 (2020), enfd. 5 F.4th 759 (7th Cir. 2021); Tschiggfrie Properties, 368 NLRB No. 120, supra, slip op. at 4, 8; Kitsap Tenant Support Services, 366 NLRB No. 98, slip op. at 12 (2018); Embassy Vacation Resorts, 340 NLRB 846, 848 (2003). Once the General Counsel sustains her initial burden under Wright Line, the burden shifts to the employer to show that it would have taken the same action even in the absence of the protected activity.

I find that the General Counsel has met her burden in this case. Howell was an open and active union supporter. He spoke to not only employees but also supervisors and leads openly conveying his support for the union. His open support included soliciting authorization cards. Respondent had in place a hired labor consultant whose entire job was to assist with antiunionization efforts. Miller's testimony that he was unaware of Howell's union activity is simply not credible. It defies common sense that Miller who had previously displayed antiunion animus by threatening an employee with termination and who had worked hand in hand with the labor consultant removing union literature from the breakroom was unaware of the union activity of Howell. The very person who was openly talking to employees and managers and soliciting authorization cards. The assertion is simply unbelievable, and casts doubt on the credibility of Miller's other assertions regarding the termination.

There exists in this record ample evidence of antiunion animus as outlined above in the threat of termination, the removal of union literature, the unlawful messaging, the unlawful interrogation. More evidence is found in the false reasons concocted by Respondent for Howell's termination. The credible evidence established that Howell was directed by a supervisor to assist the employee. He operated under the color of authority of supervisor Branan. At no time was he made aware of any policy until the tire had already been affixed to the vehicle. He did not lie to Miller, he told him the truth.[1] Any assertion to the contrary is simply false. He had completed the tire install and it was only when he wanted to ensure that the lug nuts were safely tightened that he was made aware of the policy. The direct implication from Respondent's asserted reasons is that Howell should have stopped all activity upon being informed of the policy and leave the wheel installed in an unsafe manner. This logic defies common sense and is strongly indicative of pretext. If the intent of the policy was in place to avoid liability requiring Howell to cease all repair efforts after the tire was installed and the lug nuts were not properly tightened would presumably increase the potential for liability and expose the vehicle occupants to unnecessary danger. Respondent knew this to be the case and knew it wouldn't make

[1] Respondent offered as evidence to bolster its case documentary evidence of the termination of an employee who lied about his COVID-19 status. (R. Exh. 11.) I am not persuaded by this evidence because unlike the comparator case, in this case the person terminated was not the person who lied rather the person who told the truth.

sense to terminate Howell for performing the repair in a safe manner, so it concocted the false assertion that Howell lied. A reasonable inference to be drawn from this evidence is that the reason for Howell's discharge was not the true reason but merely a pretext to mask prohibited anti-union discrimination.

I also find that Respondent failed to rebut General Counsel's prima facie case. This finding is mandated by the pretextual nature of Respondent's actions. See Stevens Creek Chrysler Jeep Dodge, Inc., 357 NLRB 633, 637 (2011). Accordingly, I find that Respondent's discipline of Howell violated Section 8(a)(3) and (1) of the Act

(b) The termination of Matthew Holz

Mattheew Holz was hired into an environmental support services position ESS in February of 2021. He described his duties as being the "trash guy." (Tr. 60.) He typically went around emptying garbage cans and green waste cans and disposing it by tossing the green waste and regular trash into separate dumpsters. Sometimes, when necessary, he also would assist with catering lunch meals for employees helping set up the serving station and providing employees with meals as they passed through the catering line. Holz was approached by a co-worker and asked if he was interested in unionization and upon investigation signed a representation consent form on the website. (Tr. 66.) He thereafter began participating in organizing efforts including participating in Skype calls and meetings. (Tr. 66.)

In March of 2023, Holz showed up for work and while in the changing room noticed a posting on the wall. The posting was the "Did You Know" posting discussed above which referenced the requirement that benefits be "frozen in place." (GC Exh. 3.) After reading the poster he testified that "based off of [his] reading of fair labor laws, it was something that they were not legally allowed to post." (Tr. 68.) So, he took it down from the changing room. He continued his day and while on his ordinary trash run noticed other identical posters posted around the facility. As he encountered them on his trash run, he removed them. That same day he was approached by a manager who asked if he had removed the posters. He admitted to removing them and advised the manager that they weren't laminated. Holz told him, "They are not supposed to be up, and they're also not laminated." (Tr. 69.) Holz understood that paper postings were all required to be laminated. This understanding came from a direction given by Miller to ESS employees. (Tr. 70.)

Later that day, he was called into the office of Miller who was present with the security guard. Miller asked who told him to take the posters down. Holz responded that "there wasn't a person that told me to take them down" and that due to his "understanding of law and requirements on the company side of things." (Tr. 73.) He specifically mentioned that the posting wasn't laminated and not in compliance with Miller's own directive. Miller's only response was that lamination "was for health reasons." (Tr. 73.) It is important to note that Miller was not the decision maker behind the termination, he merely delivered the termination letter to Holz. The termination letter was signed by Jennifer Morasch the HR Director who did not testify at the hearing.

I find that General Counsel has met her initial burden under Wright Line with respect to the termination of Holz. It is undisputed that he engaged in union activity by removing anti-union posters that he believed were unlawful to post and didn't comply with company posting requirements. It is undisputed that the employer was aware of this activity. It is also apparent that the employer bore

animus. Evidence of animus can be found in the myriad of unfair labor practices found and discussed herein. Other evidence of animus existed when the level of discipline was elevated to a termination without any acknowledgement of two critical factors 1) that part of Holz job duties were to remove trash and 2) the postings didn't comply with Respondent's own requirements for postings. Indeed, even if one were to ignore Miller's direction regarding lamination of postings, the termination letter itself clearly delineates the requirement that "all notices must include a stamped and dated approval before posting." (GC Exh. 4.) The postings that Holz removed lacked both the stamp and dated approval thus according to Respondent's own policies set forth within its own termination letter were improperly posted and properly subject to removal. (GC Exh. 3.) The termination letter identified the posters as "company owned" however there was no way for Holz to determine this since the posters didn't contain the necessary company stamp of approval. (GC Exh. 4.) Evidence of animus is found in the deviation from past practices and disparate treatment of Holz. There is no evidence that others have been disciplined for removing posters that did not comport to the Respondent's own policies. Holz testified that in fact he had in the past posted a note that wasn't laminated and not in compliance and it resulted in a general direction by Miller to all ESS employees to laminate. In that instance, the failure to follow posting procedures was not elevated to termination there was merely an oral direction to all ESS members to, in the future, laminate postings. Respondent suffered no irreparable harm by Holz' actions. It could merely have followed its own procedures and properly stamped, annotated and laminated the postings and reposted them and thus Holz and others would know that the posters were official company postings and not the posting of some random overzealous employee. Instead, it took the extreme step of terminating Holz. The difference between the two actions is obvious. One was driven by union activity and animus. Animus directed at the employee in furtherance of Respondent's unlawful attempts with the posting to interfere and coerce employees in the free exercise of their rights as discussed above. It deserves mention that unlike Miller and Allen, Holz' job was actually trash removal and the removal of items not in conformance with the employer's policies on its face would seemingly conform to the employer's stated policy.

I find that Respondent failed in its burden to show that it would have taken the same action even in the absence of the protected activity. In the first instance, there is no evidence that others were disciplined for the same offense. Secondly, the decision maker didn't testify so there exists only a termination letter that establishes that the termination directly conflicted with respondent's own policies regarding postings. The failure of the decision maker to testify warrants the imposition of an adverse inference. See United Parcel Service Inc., 372 NLRB No. 158 (2023), Sparks Restaurant, 366 NLRB No. 97 (2018), Dayton Newspapers, Inc., 339 NLRB 650 (2002). Thus, I find that had Morash testified it would have reflected unfavorably upon Respondent's claims. I also find that given the obvious conflict with respondent's own policies the reasons given for the termination were mere pretext to conceal its unlawful actions. See Stevens Creek Chrysler Jeep Dodge, Inc., 357 NLRB 633, 637 (2011). Accordingly, I find that Respondent's termination of Holz violated Section 8(a)(3) and (1) of the Act.

5. The election objections

Both Respondent and the union tendered objections to the election that was conducted. In view of my findings, the objections need not be addressed herein as the proper remedy for the unfair labor practices as set forth above is a rerun of the election. This is necessarily the case because the Board has long held that, "conduct violative of Section 8(a)(1) is, a fortiori, conduct which interferes with the

exercise of a free and untrammeled choice in an election. This is so because the test of conduct which may interfere with the "laboratory conditions" for an election is considerably more restrictive than the test of conduct which amounts to interference, restraint, or coercion which violates Section 8(a)(1)." *Dal-Tex Optical Co., Inc*., 137 NLRB 1782, 1786–1787 (1962). In view of the myriad of unfair labor practices found to have occurred, relying on longstanding Board precedent, a rerun of the election is the proper remedy regardless of any other election objections and or alleged interference with "laboratory conditions."

6. Respondent's *Hoffman Plastic Compounds, Inc*.,[2] defense

Respondent asserted that, **"**the issuance of remedies applied to Cannabis employees, including reinstatement and backpay, would enmesh the Board into a business that operates in violation of federal law. Just like in *Hoffman*, ordering the Employer to reinstate and pay backpay to employees would encourage and condone violations of federal drug laws. Instead of working around the periphery, and simply exercising jurisdiction over a cannabis business or overseeing an election, a reinstatement and backpay order would directly involve the Board, a federal agency, in the operations of a cannabis business by directing the Employer to employ and pay specific individuals in the manufacture, possession, use, and distribution of a Schedule 1 controlled substance under the Controlled Substances Act. This sort of remedial effort that would force a party to engage in conduct unlawful under federal law is precisely the action that the Supreme Court prohibited in *Hoffman Plastic* and that other courts of have struck down." (R. Pre Trial-Brief at 4-5). The question of whether employees are stripped of the rights ordinarily guaranteed them under the National Labor Relations Act by virtue of the nature of Respondent's business is a question that is more appropriately addressed in the first instance by the Board and secondarily during the compliance proceedings in the matter. I therefore decline to address the issue and instead defer the question to the Board and the exercise of its sound discretion.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. The Respondent violated Section 8(a)(1) of the Act by threatening employees with loss of benefits.

2. The Respondent violated Section 8(a)(1) of the Act by creating the impression that its employees' protected activities were under surveillance.

3. The Respondent violated Section 8(a)(1) of the Act by telling employees that they could not engage in union of other protected activity on Respondent's property.

[2] *Hoffman Plastic Compounds, Inc., v. NLRB*, 535 U.S. 137 (2002).

4. The Respondent violated Section 8(a) (1) of the Act by threatening its employees with discharge for engaging in Union or other protected activities.

5. The Respondent violated Section 8(a) (1) of the Act by selectively and disparately prohibiting union solicitations while permitting nonunion solicitations.

6. The Respondent violated Section 8(a)(1) of the Act by removing union literature from the employees' breakroom.

7. The Respondent violated Section 8(a)(1) of the Act by interrogating employees regarding their Union or other protected activity.

8. The Respondent violated Section 8(a)(1) of the Act by unlawfully threatening to freeze employees' wages or other benefits if they voted for the Union.

9. The Respondent violated Section 8(a)(3) and (1) of the Act by terminating Nathan Howell.

10. The Respondent violated Section 8(a)(3) and (1) of the act by terminating Mattew Holz.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[3]

ORDER

Respondent, Grow Op Farms, LLC, its officers, agents, successors, and assigns, is hereby ORDERED, with respect to its facilities located at 2611 North Woodruff Road and 9919 East Montgomery Road, Spokane Valley, Washington, to:

1. Cease and desist from

- Watching its employees or creating the impression that its employees' protected activities are under surveillance by Respondent;
- Instructing its employees that they could not organize while at work;
- Instructing its employees that they could not talk about their support for UFCW Local 3000 (Union), or any other union, or engage in any other protected activities on Respondent's property;
- Impliedly threatening its employees with discipline, discharge, or any other adverse action for engaging in union or other protected activities on Respondent's property;

[3] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

- Selectively and disparately enforcing its no-solicitation and/or no-distribution policies by prohibiting union solicitations and distributions while permitting antiunion solicitations and distributions;

- Telling its employees that they may not talk about the Union while on worktime despite Respondent permitting other nonwork conversations;

- Disciplining or firing its employees because of their union membership or support or because they engaged in any other protected activities, or to discourage other employees from engaging in such activities;

- Telling its employees that their wages and benefits would be frozen if they select the Union as their collective-bargaining representative;

- Removing union literature from nonwork areas, including its employees' breakrooms; and

- Interrogating its employees about their support for the Union or their other protected activities.

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

(a) Within 14 days from the date of this Order, offer Nathan Howell (Howell) full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges he previously enjoyed.

(b) Within 14 days from the date of this Order, make Howell whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, including for all consequential damages incurred; as this violation involves a cessation of employment, the make whole remedy shall be computed on a quarterly basis, less any interim earnings, as prescribed in F. W. Woolworth Co., 90 NLRB 289 (1950), with interest at the rate prescribed in New Horizons, 283 NLRB 1173 (1987), compounded daily as prescribed in Kentucky River Medical Center, 356 NLRB 6 (2010). In accordance with Don Chavas, LLC d/b/a Tortillas Don Chavas, 361 NLRB 101 (2014), Respondent shall compensate them for the adverse tax consequences, if any, of receiving a lump-sum backpay award. In addition, in accordance with AdvoServ of New Jersey, Inc., 363 NLRB 1324 (2016), Respondent shall, within 21 days of the date the amount of backpay is fixed either by agreement or Board order, submit and file with the Regional Director for Region 19 a report allocating the backpay award to the appropriate calendar year for each said employee, and pursuant to Cascades Container Board, 370 NLRB No. 76 (2021), provide a copy of the corresponding W-2 form(s) for Howell reflecting the backpay awards. The Regional Director will then assume responsibility for transmission of the report to the Social Security Administration at the appropriate time and in the appropriate manner. In accordance with Thryv, Inc., 372 NLRB No. 22 (2022), Respondent shall compensate Howell for any direct or foreseeable pecuniary harms suffered as a result of the unlawful actions. Such calculations should be made separately from net backpay with interest and at the rate prescribed in New Horizons, supra, compounded daily as prescribed in Kentucky River Medical Center, supra.

(c) Compensate Howell for any search-for-work and work-related expenses, regardless of whether Howell received interim earnings in excess of those expenses, or at all, during any given quarter, or during the overall backpay period; in accordance with King Soopers, Inc., 364 NLRB 1153 (2016), the Respondent shall also compensate Howell for search-for-work and interim employment expenses regardless of whether those expenses exceed his interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in New Horizons, supra, compounded daily as prescribed in Kentucky River Medical Center, supra

(d) Within 14 days from the date of this Order, compensate Howell for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and (1) file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters, and (2) provide a copy if the IRS form W-2 for wages earned in the current calendar year.

(e) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharge of Howell and, within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

(f) Within 14 days from the date of this Order, provide Howell a letter notifying him that it will take the necessary steps to ensure that the rights of all employees to engage in union and protected, concerted activities are respected.

(g) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay, if any, under the terms of this Order.

(h) Within 14 days from the date of this Order, offer Matthew Holz (Holz) full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges he previously enjoyed.

(i) Within 14 days from the date of this Order, make Holz whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, including for all consequential damages incurred; as this violation involves a cessation of employment, the make whole remedy shall be computed on a quarterly basis, less any interim earnings, as prescribed in F. W. Woolworth Co., 90 NLRB 289 (1950), with interest at the rate prescribed in New Horizons, 283 NLRB 1173 (1987), compounded daily as prescribed in Kentucky River Medical Center, 356 NLRB 6 (2010). In accordance with Don Chavas, LLC d/b/a Tortillas Don Chavas, 361 NLRB 101 (2014), Respondent shall compensate them for the adverse tax consequences, if any, of receiving a lump-sum backpay award. In addition, in accordance with AdvoServ of New Jersey, Inc., 363 NLRB 1324 (2016), Respondent shall, within 21 days of the date the amount of backpay is fixed either by agreement or Board order, submit and file with the Regional Director for Region 19 a report allocating the backpay award to the appropriate calendar year for each said employee, and pursuant to Cascades Container Board, 370 NLRB No. 76 (2021), provide a copy of the corresponding W-2 form(s) for Howell reflecting the backpay awards. The Regional Director will then assume responsibility for transmission of the report to the Social Security Administration at

the appropriate time and in the appropriate manner. In accordance with Thryv, Inc., 372 NLRB No. 22 (2022), Respondent shall compensate Holz for any direct or foreseeable pecuniary harms suffered as a result of the unlawful actions. Such calculations should be made separately from net backpay with interest and at the rate prescribed in New Horizons, supra, compounded daily as prescribed in Kentucky River Medical Center, supra.

(j) Compensate Holz for any search-for-work and work-related expenses, regardless of whether Holz received interim earnings in excess of those expenses, or at all, during any given quarter, or during the overall backpay period; in accordance with King Soopers, Inc., 364 NLRB 1153 (2016), the Respondent shall also compensate Holz for search-for-work and interim employment expenses regardless of whether those expenses exceed his interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in New Horizons, supra, compounded daily as prescribed in Kentucky River Medical Center, supra. Within 14 days from the date of this Order, compensate Holz for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and (1) file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters, and (2) provide a copy if the IRS form W-2 for wages earned in the current calendar year.

(k) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharge of Holz and, within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

(l) Within 14 days from the date of this Order, provide Holz a letter notifying him that it will take the necessary steps to ensure that the rights of all employees to engage in union and protected, concerted activities are respected.

(m) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay, if any, under the terms of this Order.

(n) Within 14 days of service by the Region, post at the Respondent's facility, copies of the attached Notice to Employees. Copies of the Notice, on forms provided by the Regional Director for Region 19 after being signed by the Respondent's authorized representative, shall be posted by Respondent and maintained for at least 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 text message, email, posting on social media websites, and posting on internal applications, including BaseCamp, 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, the Respondent has 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 Store since January 1, 2022.

(o) Within 14 days after service by the Region, post at the Store, copies of "Employee Rights Under the NLRA" poster in prominent places around its facility, including all places where Respondent normally posts notices to employees. This notice is available for download at the following web address: https://www.nlrb.gov/news- publications/publications/employees-rights-notice-posting. In the event that, during the pendency of these proceedings, the Respondent has 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 Store since January 1, 2022.

(p) Schedule a mandatory 45-minute training session for supervisory personnel responsible for managing Respondent's facility, to be conducted via Zoom or similar platform by an Agent of the National Labor Relations Board, covering employee rights protected under the National Labor Relations Act.

(q) Grant Board agents access to its facilities and produce records so that the Board agents can determine whether it has complied with posting, distribution, and mailing requirements.

Within 21 days after service by the Region, file with the Regional Director 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 Case 19–RC–312623 be severed from Cases 19–CA–309512, 19–CA–314248, and 19–CA–315895 and remanded to the Regional Director for Region 19 for action consistent with the Direction below.

IT IS DIRECTED that, due to Respondent's objectionable conduct that interfered with the employees' exercise of a free and reasoned choice during the election in Case 19–RC–312623, the election shall be set aside, and a rerun election shall be conducted at such time as the Regional Director deems appropriate. The rerun election notice shall state that the election is being rerun due to Respondent's objectionable conduct that interfered with the employees' exercise of a free and reasoned choice during the initial election and shall affirm that all eligible voters have the right to cast their ballots as they see fit, free from Respondent's interference.

Dated, Washington, D.C. May 24, 2024

Dickie Montemayor
Administrative Law Judge

APPENDIX

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to talk about your support for UFCW Local 3000 (Union), or any other labor organization, on our property.

WE WILL NOT give you the impression that we are watching your union activity.

WE WILL NOT tell you that you cannot do any union organizing while at work.

WE WILL NOT imply that you will be fired if you continue organizing while at work.

WE WILL NOT threaten to freeze your wages or other benefits if you vote for the Union.

WE WILL NOT disparately enforce our no-solicitation/no-distribution policy to discriminate against pro union content.

WE WILL NOT tell you that you cannot talk about the Union on working time.

WE WILL NOT tell you that you cannot solicit each other in support of the Union when we permit employees to solicit one another for other nonwork-related causes.

WE WILL NOT remove union literature from the breakroom or lunchroom.

WE WILL NOT ask you how you feel about the union election.

WE WILL NOT ask you how you are going to vote in the union election.

WE WILL NOT fire you because of your support for the Union.

WE WILL offer Nathan Howell and Matt Holz immediate and full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed.

WE WILL pay Nathan Howell and Matt Holz for the wages and other benefits they lost, including any consequential damages incurred, because we fired them.

WE WILL remove from our files all references to the discharges of Nathan Howell and Matt Holz and **WE WILL** notify them in writing that that this has been done and that the discharges will not be used against them in any way.

WE WILL permit representatives from the National Labor Relations Board to conduct training sessions via videoconference for managers and supervisors who manage or supervise employees at the facilities located at 2611 North Woodruff Road and 9919 East Montgomery Road, Spokane Valley, Washington. The National Labor Relations Board will create the content of the training and the goal of that content will be to educate managers and supervisors on employee rights under the Act, with specific regard to the violations listed in this Notice to Employees.

WE WILL rerun the election in Case 19–RC–312623 because we engaged in objectionable conduct that interfered with the employees' exercise of a free and reasoned choice during the election. All eligible voters have the right to cast their ballots as they see fit free from our interference.

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

Grow OP Farms, LLC

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

915 2nd Ave Ste 2948
Seattle, WA 98174-1006
Telephone: (206)220-6300
Hours of Operation: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/ 19-CA-309512 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.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (206) 220-6340.