UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

STARBUCKS CORPORATION

and Case 19–CA–312644

WORKERS UNITED LABOR UNION INTERNATIONAL, AFFILIATED WITH SERVICE EMPLOYEES INTERNATIONAL UNION

Rachel Cherem, Esq., and Tyler Powell, Esq.,
for the General Counsel.
Thomas Lucas, Esq., Daniel Srsic, Esq., and
Shaun Bennett, Esq. (Littler Mendelson, PC),
for the Respondent Company.
Abby Lawlor, Esq. (Barnard Iglitzin & Lavitt LLP),
for the Charging Party Union.

DECISION

JEFFREY D. WEDEKIND, Administrative Law Judge. This is another among a multitude of cases over the past few years involving the efforts of employees at Starbucks stores around the country to secure union representation. The Starbucks store involved in this case is the Sehome Village store in Bellingham, Washington.[1] On October 17, 2022, Workers United filed a petition with the NLRB for an election to represent the approximately 27 baristas and so-called "shift supervisors" at the store. The election was held about six weeks later, on December 1, and a majority of the ballots were cast for the Union. The Union was therefore certified as the employees' collective-bargaining representative on December 9, 2022.

The General Counsel's complaint alleges that Starbucks committed several unfair labor practices at the store beginning shortly after the petition was filed and continuing through and after the election. Specifically, it alleges that Starbucks solicited the employees' grievances, threatened that they would lose their direct relationship with management, announced that the attendance policy would be more strictly enforced against them, and interrogated, disciplined, denied available financial assistance to, and ultimately discharged a leading union activist, Gwen Williamson, in violation of Section 8(a)(1), (3), and (5) of the National Labor Relations Act.

[1] The address of the Sehome store (#03290) is sometimes described in the record as 222 36th Street, and other times as S. Samish Way & 36th Street.

A hearing to litigate these allegations was held on October 22–24, 2024 in Bellingham. Each of the parties, the General Counsel, Starbucks, and the Union, subsequently filed briefs on December 19.[2] As discussed below, all but a few of the allegations are supported by a preponderance of the record evidence under well-established law, including the allegations regarding Williamson's discipline and discharge.[3]

I. The Alleged Preelection ULPs

A. *Soliciting Employee Grievances*

The General Counsel alleges that in mid-to-late October 2022, shortly after the union election petition was filed, Bellingham District Manager Romalie Murphy solicited the store employees' grievances in violation of Section 8(a)(1) of the Act.

The allegation is well supported. An employer's solicitation of employee grievances during a union campaign inherently includes an implied promise to remedy them. It is therefore unlawful unless the employer establishes that it had a practice of soliciting grievances in a like manner prior to the campaign or that it made clear to the employees that it was not making any promises. See *Starbucks Corp.*, 373 NLRB No. 45, slip op. at 9 (2024) (finding that Starbucks unlawfully solicited grievances from its employees at a store in Mililani, Hawaii after the election petition was filed there). See also *Shamrock Foods Co.*, 366 NLRB No. 117, slip op. at 10 (2018), enfd. 779 F. Appx. 752 (D.C. Cir. 2019); and *Mandalay Bay Resort & Casino*, 355 NLRB 529, 529–530 (2010). As discussed below, a preponderance of the evidence shows both

[2] The NLRB's jurisdiction is undisputed and established by the record. There is also no dispute that the baristas and shift supervisors were employees within the meaning of the Act. Unless otherwise indicated, there is likewise no dispute that the named individuals who allegedly committed the violations were supervisors and/or agents of the Company within the meaning of the Act. See Jt. Exh. 2. With respect to gendering, there are several instances in the transcript and exhibits where a witness or document used "they" in referring to an individual, but the referenced individual testified that "she/her" pronouns should be used. There are also instances in the transcript where witnesses used different pronouns in referring to an individual who did not appear and testify which pronouns should be used. In the former situation, if a pronoun has been used in this decision, it is the pronoun the referenced individual testified should be used. See *Starbucks Corp*, 372 NLRB No. 93, slip op. at 1 n. 1 (2023) ("It is the Board's practice to refer to individuals by the personal pronouns that they indicate they use."). In the latter situation, to avoid misgendering, the individual is referenced in the decision without using pronouns.

[3] Specific record citations are included to aid review and are not necessarily exclusive or exhaustive. In evaluating witness testimony, all relevant credibility factors have been considered, including the interests and demeanor of the witnesses; whether their testimony is corroborated or consistent with the documentary evidence and/or the established or admitted facts; inherent probabilities; and reasonable inferences that may be drawn from the record as a whole. See, e.g., *Daikichi Corp*., 335 NLRB 622, 623 (2001), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003); and *New Breed Leasing Corp. v. NLRB,* 111 F.3d 1460, 1465 (9th Cir.), cert. denied 522 U.S. 948 (1997).

that Murphy solicited employee grievances after the petition was filed and that she did so in a different and more direct manner than usual without disavowing the implied promise to remedy them.

The Bellingham district manager oversees 10–12 stores, including Sehome. Murphy started in that position on August 8, 2022, after serving as manager of districts in Buffalo, New York and Marysville, Washington. Over the following nine weeks, before the union petition was filed, Murphy visited the Sehome store at least once. Like the previous district manager, Murphy did so primarily to meet with the store manager, Lynne Sterritt; she only casually greeted and made small talk with the shift supervisors and baristas.

Murphy continued to visit the store after the petition was filed on October 17. By that time, there was a new store manager, Amber Gonzales, who began working at the Sehome store the same day. There was some overlap, however: Sterritt continued to work at the store for two more days, on October 18 and 19.[4] As in the past, Murphy met with one or the other (or both) during the visits. However, unlike in the past, Murphy also spent a significant amount of time, at least 15–20 minutes, speaking with employees individually or in small groups to hear about their "pain points," "what was on their minds," and their "specific ideas" on how to improve things.

During one of those visits, Murphy asked Williamson to meet with her and an operations manager/consultant, March King, in the lobby shortly before the end of the shift. Williamson was a shift supervisor who had worked at the store since the fall of 2021. And, as indicated above, she was a leader of the union campaign at the store. Her organizing activities were covert in the beginning, but she openly supported the Union once the petition was filed on October 17. She was the first of 15 signatories on an open letter to Starbucks' top leadership announcing the union campaign at the store, which was posted on Twitter the same day. And Murphy had seen the letter.

Murphy and King asked Williamson how the store was doing and what she wanted improved. Williamson responded that the store could use more supplies and a more effective layout. Murphy asked what else could be improved. Williamson replied that the staff was struggling to keep up with the volume of customers, and that there might be a need for additional staffing. Murphy said she would look into that, but it might just be a deployment issue. Murphy and King then ended the meeting, saying, "Isn't it nice how we could have direct communication with each other?"

During the same or another visit, Murphy had a similar conversation with a group of about five to seven employees, including Ryn McQueen, a barista who had worked at the store since mid-July 2022 and had also signed the October 17 open letter to Starbucks' leadership. Murphy asked the employees if they had any grievances or complaints; whether there was

[4] Although Sterritt testified that her last day at Sehome was October 17 (Tr. 463), clock-in/out records show that both Sterritt and Gonzales worked on October 18, and that only Sterritt worked on October 19 (Jt. Exh. 4).

anything they wanted changed, things that she or Starbucks could do. The employees raised various concerns in response, particularly about scheduling and staffing.[5]

Based on the above facts, I find that Murphy visited the Sehome store and solicited the employees' complaints and concerns after the petition was filed. I also find that Murphy and Starbucks' previous Bellingham district managers did not have a past practice of doing so. Rather, the record indicates that when Starbucks had previously sought feedback from Sehome employees, it did so electronically during training, or by circulating a questionnaire when a district manager held a large formal meeting with everyone in the store.[6] Further, there is no evidence that Murphy disavowed the implied promise to address the employees' complaints and concerns; on the contrary, Murphy said she would look into Williamson's concerns about staffing. Cf. *Majestic Star Casino, LLC*, 335 NLRB 407, 408 n. 4 (2001) (finding an unlawful solicitation of grievances in similar circumstances). Accordingly, Murphy's post-petition solicitation of the Sehome employees' complaints and concerns violated Section 8(a)(1) of the Act as alleged.

B. *Threat of Losing Direct Relationship with Management*

The General Counsel also alleges that Murphy's statement to Williamson at the post-petition meeting about having direct communication between employees and managers

[5] See GC Exh. 2; and Tr. 16–18, 20–23, 34–35, 44, 58–60 (McQueen), 71–82, 151, 154, 169–173, 191–195, 228 (Williamson), 272–273 (Gonzales), 409, 414, 417 (Sterritt), 474, 477–479, 499–507, 522, 531–533 (Murphy). I do not credit Murphy's testimony to the extent it indicates that the meetings or conversations occurred on August 9 or 10 and September 29, before the petition was filed, rather than shortly after the petition was filed on October 17 as testified by Williamson and McQueen. Murphy's testimony in this regard was not corroborated by any other witness or evidence. Although Starbucks called Sterritt to testify, it did not question her about the matter. And its failure to do so warrants an adverse inference. See, e.g., *Flexteel Industries*, 316 NLRB 745, 757–758 (1995), affd. mem. 83 F.3d 419 (5th Cir. 1996). (Starbucks also failed to call King to testify, but it is unclear if King was still employed by Starbucks at the time of hearing, and it is improper to draw an adverse inference for failing to call a former manager or supervisor. See *Starbucks Corp*., 374 NLRB No. 14, slip op. at 6 n. 20 (2024). See also *Heart and Weight Institute*, 366 NLRB No. 53, slip op. at 1 n. 1 (2018), enfd. 827 F. Appx. 724 (9th Cir. 2020); *Reno Hilton Resorts*, 326 NLRB 1421, n. 1 (1998), affd. 196 F.3d 1275, 1284 (D.C. Cir. 1999); and *Goldsmith Motors Corp*., 310 NLRB 1279 n. 1 (1993).) Further, clock-in/out records show that Sterritt did not work on September 29, the day Murphy testified she and King returned to the store and again spoke with Sterritt and the employees. See Jt. Exh. 4. As for Gonzales, who as indicated above began working at the store on October 17, she testified that she never saw Murphy sit down with an employee (Tr. 378–379). However, Gonzales admitted that she was not always working when Murphy visited (Tr. 391). And clock-in/out records confirm that she was not working on October 19, when both Williamson and McQueen were working. See Jt. Exh. 4, which shows that Williamson worked from 4:35 am to 12:18 pm and McQueen from 7 am to 3:03 pm, and that Sterritt rather than Gonzales worked as store manager, from 8 am–4:30 pm, that day).

[6] Tr. 21, 79.

independently violated Section 8(a)(1) of the Act because it impliedly threatened that there would no longer be such a relationship if employees voted for the Union. As the GC acknowledges, however, such implied threats were categorically lawful under Board precedent at that time, specifically *Tri-Cast, Inc*., 274 NLRB 377 (1985) and its progeny. And while the Board recently overruled that precedent and rejected such a categorical rule, it did so only prospectively. See *Starbucks*, 373 NLRB No. 135 (2024). Accordingly, this allegation will be dismissed.

II. The Alleged Postelection ULPs

A. *Announcing Stricter Enforcement of Attendance Policy*

The General Counsel alleges that, on December 9, 2022, a week after the ballots were counted showing the Union won the election,[7] Store Manager Gonzales unlawfully announced that Starbucks' would be more strictly enforcing the attendance policy at the store, particularly with respect to tardiness.[8] The GC alleges that the announcement was unlawful both because it was made in response to and retaliation for the employees' support of the Union in violation of Section 8(a)(1) of the Act,[9] and because it was made unilaterally without providing the Union with prior notice and an opportunity to bargain over the decision and/or its effects in violation of Section 8(a)(5) of the Act. As discussed below, the allegations are well supported.

1. The 8(a)(1) allegation

Prior to the relevant events here, Starbucks provided each store employee with a "Partner Guide" setting forth various "General Policies and Standards." With respect to "Attendance and Punctuality," the guide stated that employees must give as much advance notice as possible if they cannot report to work or will be late, and also arrange for a substitute unless the absence is unplanned or the employee will be using paid sick leave. The guide also provided several "examples" of unacceptable conduct, including "irregular attendance, one or more instances of failing to provide advance notice of an absence or late arrival, or one or more instances of tardiness." The guide stated that such conduct "may result in corrective action, up to and including separation from employment."[10]

A preponderance of the evidence indicates that Gonzales did, in fact, announce on December 9 that Starbucks would be enforcing the attendance policy more strictly at the store.

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[7] I take administrative notice, based on the Agency's electronic file in the representation case (19–RC–305402), that the signed tally of ballots issued on December 2.

[8] Although the complaint alleges that Murphy announced that the attendance policy would be more strictly enforced, the General Counsel's brief (p. 46) argues that it was the tardiness policy in particular that Murphy announced would be more strictly enforced. I have therefore focused on the tardiness policy in addressing the allegation.

[9] The General Counsel also alleges that the announcement violated Section 8(a)(3) of the Act; however, for reasons discussed later that allegation will be addressed separately with respect to Williamson's discipline and discharge.

[10] GC Exh. 3, p. 27; Tr. 24–26.

First, Williamson testified that Gonzales did so; that Gonzales met with her on December 9 and said, "Corporate was going to start cracking down on attendance policy," and "anything between—anything like over two minutes late . . . would constitute a strike against your attendance." And while Gonzales herself did not admit to those exact words, she acknowledged saying that she was "looking at" attendance and that being over three minutes late would be subject to discipline.[11]

Second, there is no dispute that Gonzales gave Williamson a "corrective action form" at the December 9 meeting for violating Starbucks' attendance policy. The corrective action form indicated that Williamson was being issued a "documented coaching," the first of three disciplinary options listed on the form,[12] for being "more than three minutes late" on 15 dates, and "calling out" (not reporting for work as scheduled) without sufficient available sick time on 2 other dates, from October 26 through December 3. The form did not indicate precisely how many minutes late Williamson was on the 15 dates or what percentage those dates were of the total days she worked during the period. However, the schedules and "punch" (clock in/out) records introduced at the hearing show that Williamson was three to seven minutes late on those dates,[13] and that they were 62 percent of the 24 days she worked from October 23, the beginning of Gonzales' second week as store manager, through December 3, the day before the corrective action form was typed up.[14]

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[11] See Tr. 83 (Williamson), and 295, 381–382 (Gonzales). See also McQueen's testimony, Tr. 28, 43–44, 59–60 (Gonzales informed employees in the winter of 2022 that a three-minute rule/grace period for clocking in would be enforced from then on). Although McQueen testified that the three-minute rule/grace period is in the Partner Guide (Tr. 61), the copy submitted into evidence does not include any grace period. And District Manager Murphy testified that there is no official grace period (Tr. 493–494).

[12] The other two options were a written warning and a final written warning. Gonzales initially testified on direct examination that a documented coaching was "just" a "conversation on paper." However, she later acknowledged during cross-examination that it was considered discipline. (Tr. 288, 362.)

[13] It is not clear why the corrective action form included a date (Nov. 4) when Williamson was three minutes late rather than "over three minutes late." (The clock-in/out records do not include seconds.) The fact that it is included lends some support to Williamson's testimony that Gonzales said anything over two minutes late would be subject to discipline. Alternatively, the inclusion of the Nov. 4 date may have been a mistake; another date where Williamson was also three minutes late (Nov. 30) was not listed on the form. Or the omission of the Nov. 30 date may have been a mistake. See GC Exh. 5, Williamson's subsequent, February 17, 2023 termination notice, which likewise listed a date (Jan. 13) when she was late by three minutes. But I would reach the same conclusions here regardless.

[14] GC Exh. 4 (corrective action form); Jt. Exh. 3 (schedules), Jt. Exh. 4 (clock-in/out records); Tr. 290–295, 325. Williamson signed the corrective action form without comment. The record indicates that a corrective action form was also typed up on December 4 for another employee, MJ Dizon, who had likewise signed the October 17 open letter to Starbucks' leadership about the union campaign. The corrective action form issued Dizon a documented coaching for being "late by more than 3 minutes" on four dates, and calling out on five other

Third, the record establishes that Williamson's December 9 documented coaching constituted stricter enforcement of the attendance policy. The Sehome store had a history of lax enforcement of the attendance policy before December 9. Sterritt, the previous store manager from mid-May to mid-October 2022, had a chronic problem with shift supervisors and baristas being tardy or absent. In late July, Sterritt prepared an operational plan, which she sent to Murphy, indicating that she intended to address the attendance issues. And Murphy encouraged her to do so. Nevertheless, Sterritt never disciplined any employee who was less than 13 minutes late during her entire five-month tenure.[15]

Further, Sterritt never issued a corrective action to Williamson for being late. Sterritt testified at the hearing that she didn't do so because Williamson typically arrived on time during her tenure. However, the truth is Williamson was just as late then as she was from October 23 through December 3 when Gonzales was the store manager. For example, during a comparable period beginning May 22 (likewise the start of Sterritt's second week as store manager), the store's schedules and clock-in/out records show that Williamson was over three minutes late 14 (58 percent) of the 24 days she worked—17 (71 percent) if the days she was three minutes late are also counted.[16]

Moreover, Gonzales, Sterritt's replacement, never issued a corrective action to *any* employee for being late from October 17, when she began, until she issued the documented coaching to Williamson on December 9. Gonzales offered various explanations for this at the

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dates, from October 19 through November 29. Again, the form did not indicate precisely how late Dizon was on the four listed dates (Nov. 11, 12, 14, and 22). However, the schedules and clock-in/out records show that Dizon was late from 4 to 16 minutes on those dates. Gonzales gave the corrective action form to Dizon on December 7. See GC Exh. 10; and 287–288.

[15] Tr. 26–28, 38–43, 61–64, 412–414, 429–433, 479–483, 490–491, R. Exhs. 6, 9–13, 15, 16; Jt. Exhs. 3, 4. Sterritt issued only six corrective actions to a total of four employees for being late: (1) a documented coaching to one employee for being 20 minutes late on June 5 and for calling out for several shifts without using sick time and calling out sick on another shift with only four minutes notice; (2) a written warning to another employee for being 21 minutes late on July 6 and missing several shifts (and for insubordination); (3) a final written warning to the same employee for being 42 minutes late on August 3; (4) a documented coaching to another employee for being 13 minutes late on August 6 and over an hour late on June 20 and July 5; (5) a written warning to another employee for being an hour late on August 14 (and for making inappropriate comments about a manager based on her age and race); and (6) a final written warning to the same employee for being 15 minutes late on August 23. With respect to (3) above, the corrective action form does not indicate how late the employee was on August 3, and Sterritt could not recall (Tr. 457–459). However, the store's schedules and clock-in/out records indicate that the employee traded shifts with another employee who was scheduled to start at 1 pm on that date, but did not clock in until 1:42 pm.

[16] Tr. 465–466; Jt. Exhs. 3, 4. The same records show that during Sterritt's entire tenure from mid-May to mid-October, Williamson was over three minutes late on 33 (46 percent) of the 72 days she worked—43 (60 percent) if the days she was three minutes late are also counted. Like from October 23 through December 3, Williamson was never more than seven minutes late during Sterritt's tenure.

hearing: that she did not monitor tardiness when she began; that she did not want to be "balls to the wall" right away and lose "half my team" over attendance issues; and that she was on leave from on or about October 30 to November 15. (Clock-in/out records confirm that Gonzales did not work on October 30 or thereafter until returning to work on November 14.) However, Gonzales testified that, on the day she returned, the substitute manager, Kaelen Jurek, emailed her a list of "quite a few" employees who were "constantly late" and appeared to have been "taking advantage of the situation," during her absence. And she called and spoke to Jurek about it. Yet, she did not issue any corrective actions to any of the employees over the following three weeks.[17]

A preponderance of the evidence also indicates that the announcement was made in response to and retaliation for the employees' support for the Union. Although there is no direct evidence of an antiunion motive, no such evidence is required. Under the Board's analytical framework in *Wright Line*, 251 NLRB 1083 (1980),[18] the General Counsel may establish an

[17] Jt. Exhs. 3, 4; Tr. 277–281, 284–285, 288–289, 347–349, 381. Starbucks did not produce Jurek's email or attached list in response to the General Counsel's subpoena duces tecum. At the hearing, Starbucks' counsel asserted that Jurek, who still works at a Bellingham store, searched his computer email and drives for an hour using broad search terms, including anything with Gonzales' name on it, but could not locate them (Tr. 354, 403–406). Starbucks' counsel also asserted that an examination was conducted of the laptop Gonzales used before leaving the Company in September 2024, but the email and attachment was not found there either. Nor was the complete list of employee tardies and callouts that Gonzales testified she updated and maintained throughout her tenure and was still on the laptop when she left the Company. (Tr. 372–375, 387–390, 470–471.) The General Counsel argued at the hearing, and again argues on brief, that Starbucks counsel's assertions were vague and otherwise insufficient under the circumstances to establish that a reasonably thorough search was conducted to determine if the documents exist. The GC therefore requests that adverse inferences be drawn against Starbucks.

Given Gonzales' testimony and Jurek's continued employment with Starbucks, I agree it is "implausible" (GC Br. 35) that the subject email and related documents could not have been located if reasonable and appropriate preservation and search and recovery steps had been taken. I therefore also agree that Starbucks counsel's assertions at the hearing were insufficient. They were not only vague and unsupported by sworn testimony or affidavits from Jurek or the custodian(s) of records, but they provided no information whatsoever regarding Starbucks' data preservation policies and procedures, what if any steps Starbucks took to preserve relevant information after the related ULP charges were filed in February and March 2023 (GC Exh. 1(b), (c)), and what if any steps were taken to recover the documents from electronic backup files. Starbucks also does not further address the issue in its posthearing brief. However, the underlying data regarding tardiness (employee schedules and clock-in times) was produced by Starbucks and entered into the hearing record as Joint Exhibits 3 and 4. And as discussed herein, a review of that data, along with the other evidence in the record, is sufficient to establish the related violations alleged by the General Counsel. Accordingly, it is unnecessary to determine whether adverse inferences are appropriate under FRCP 37(e) and court and Board decisions.

[18] Enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Mgt. Corp*., 462 U.S. 393 (1983).

employer's antiunion motivation solely by circumstantial evidence. Such evidence may include, among other circumstances, the employer's knowledge of the union activity, the timing of the employer's action in relation to the union activity, and the employer's other unfair labor practices in response to union activity. If the GC does so, the burden shifts to the employer to show that it would have taken the same action even absent the union activity. See *Intertape Polymer Corp*., 372 NLRB No. 133, slip op. at 6–7 (2023), enfd. mem. 2024 WL 2764160 (6th Cir. 2024). See also *Starbucks Corp*., 374 NLRB No. 10, slip op. at 5, 107 (2024) (applying the *Wright Line* analytical framework to Starbucks' alleged stricter application of work rules at its Buffalo area stores).

Here, there is no dispute that Starbucks knew of the union campaign and Williamson's prominent role in it before Gonzales' December 9 announcement. As previously discussed, the Union had filed the election petition on October 17. And Williamson was the first signatory listed on the open letter to Starbucks about the campaign that was posted on Twitter the same day. Williamson also continued to openly demonstrate her leading role in the campaign thereafter. She was one of the leaders of a strike event held outside the store in November. And she was the union's representative/observer during the December 1 election. Thus, Gonzales must have known before December 9 that Williamson was a leader of the union campaign. And Gonzales' testimony indicates that she knew.[19]

Further, Gonzales made the announcement just a week after the December 2 ballot count showing the Union won the election. Cf. *Bannum Place of Saginaw, LLC*, 370 NLRB No. 117, slip op. at 5 (2021) (inferring antiunion animus and motive where the employer terminated an employee for attendance-related issues two weeks after the union won the election), enfd. 41 F.4th 518 (6th Cir. 2022); and *United Scrap Metal PA*, 372 NLRB No. 49, slip op. at 3 (2023) (same, where employer changed its employees' schedule an hour after learning that the union had prevailed in the election), enfd. 116 F.4th 194 (3d Cir. 2024).

Moreover, Starbucks had a history of committing unfair labor practices in response to union activity. As discussed above, District Manager Murphy unlawfully solicited the employees' grievances and impliedly promised to remedy them shortly after the Union's October 17 election petition. The Board and its administrative law judges have found that Starbucks managers also committed unfair labor practices at numerous other stores around the country in response to similar union campaigns. These include two stores in other districts where Murphy was found to have committed unfair labor practices before being assigned to Bellingham. See *Starbucks Corp*., above, slip op. at 66, 106–107, where the Board affirmed the ALJ's finding that Murphy more strictly enforced Starbucks' dress code and prohibited employees from wearing more than one pin at a Buffalo, New York-area store while she was serving as district manager there between September 2021 and January 2022; and *Starbucks Corp.*, 19–CA–296261, JD(SF)–01–24, 2024 WL 162869 (Jan. 12, 2024), exceptions filed March 1, 2024, where the ALJ found that Murphy more strictly enforced the dress code at a Marysville, Washington store while

[19] Tr. 82, 127, 173, 355–358.

serving as the district manager there in May 2022.[20] They also include two stores in the Bellingham, Washington district. See *Starbucks Corp*., 19–CA–297282, JD(SF)–27–24, 2024 WL 4350980 (Sept. 30, 2024), exceptions filed Dec. 27, 2024, where the ALJ found that other Starbucks managers committed various unfair labor practices at Bellingham's Guide Meridian and Iowa St. stores between March and June 2022 in response to union campaigns there. The GC argues (Br. 47), and I find, that the Board and ALJ decisions (if ultimately adopted or affirmed by the Board) likewise support a finding of animus and an unlawful motive in this case. See generally *New York Paving*, 371 NLRB No. 139, slip op. at 5 (2022), enfd. per curiam 2023 WL 7544999 (D.C. Cir. 2023).[21]

Finally, Starbucks has failed to establish that the December 9 announcement would have been made at that time for legitimate business reasons even absent the employees' support for the Union. Starbucks' posthearing brief (pp. 14–16) does not even offer any such a reason for the announcement; rather it only argues, contrary to the overwhelming weight of the evidence discussed above, that no such announcement was made.

Accordingly, the December 9 announcement violated Section 8(a)(1) of the Act as alleged.[22]

2. The 8(a)(5) allegation

It is well established that an employer must provide an elected and certified union notice and an opportunity to bargain before announcing changes in the employees' terms and conditions of employment, *UPS Supply Chain Solutions, Inc*., 364 NLRB 25 n. 5 (2016), and that this

[20] There is no direct evidence that Gonzales communicated with Murphy before December 9 about more strictly enforcing the tardiness policy and disciplining Williamson for violating it. Gonzales testified that she could not remember if she did so (Tr. 363), and Murphy was never specifically asked. However, Murphy was Gonzales' direct supervisor, and one of her priorities as district manager was to "level set" and "return" Sehome and other Bellingham stores "to standard" with respect to attendance and other Company policies. See Tr. 365, 499–500; and R. Exh. 42. Further, Gonzales testified that she usually called Murphy to ask what to do when she was considering disciplinary action as she had only recently become manager of the store (Tr. 359–360, 364–365). Thus, it is likely that Gonzales did so in this instance.

[21] However, I would reach the same conclusions here even without relying on Starbucks' unfair labor practices at other stores.

[22] As previously noted, the General Counsel alleges that Gonzales' December 9 announcement also violated Section 8(a)(3) of the Act because Gonzales did, in fact, more strictly enforce the policy against Williamson by issuing her the documented coaching and later terminating her for attendance violations. See the complaint, GC Exh. 1(i), pars. 9, 12; and GC Br. 46–47, 52–54. However, Williamson's documented coaching and termination are alleged as separate 8(a)(3) violations in the complaint. And the GC does not allege that the attendance policy was more strictly enforced against any employee other than Williamson or seek a remedy for any employee other than Williamson. See GC Br. at 1 n. 1, and 20 n. 16; Tr. 266–267. Therefore, the 8(a)(3)-enforcement allegation will be addressed separately below with respect to Williamson's alleged 8(a)(3) documented coaching and termination.

obligation runs from the date of the election, *Livingston Pipe & Tube, Inc.,* 303 NLRB 873, 878–879 (1991), enfd. 987 F.2d 422, 428 (7th Cir. 1992). It is also well established that an employer's attendance and punctuality policies are mandatory subjects of bargaining. *Chino Valley Medical Center,* 362 NLRB 283, 285 n. 1 (2015), enfd. in relevant part 871 F.3d 767 (9th Cir. 2017). Finally, it is well established that a union has no duty to request bargaining over a unilateral change that has already been announced to employees as a fait accompli. *Bell Atlantic Corp.*, 336 NLRB 1076, 1087 (2001); and *Roll and Hold Warehouse and Distribution Corp.*, 325 NLRB 41, 42-43 (1997), enfd. 162 F.3d 513 (7th Cir. 1998). See also *NLRB v. Pepsi Cola Bottling Co. of Fayetteville*, 24 F. Appx. 104, 114-115 (4th Cir. 2001).

As discussed above, Gonzales announced that Starbucks would be enforcing the attendance policy more strictly a week after the election and tally of ballots and the day of the Union's certification. Further, the announced change was clearly a fait accompli as Gonzales immediately disciplined Williamson consistent with the announcement. And Starbucks stipulated that the Union was not given notice or an opportunity to bargain before Gonzales did so.[23] Accordingly, the announcement violated Section 8(a)(5) of the Act as alleged.

B. *Williamson's December 9 Documented Coaching*

The General Counsel also alleges that Williamson's above-described December 9 documented coaching violated both Section 8(a)(3) and Section 8(a)(5) of the Act. These allegations are likewise well supported.

1. The 8(a)(3) allegation

As previously discussed, it is undisputed that Williamson was a leading supporter of the union, and that Gonzales knew it, at the time of the disciplinary action. There is also substantial evidence of Starbucks' antiunion animus and motive for the discipline. The documented coaching was typed up on December 4, just two days after the election ballots were counted. And Starbucks had previously demonstrated its animus by unlawfully soliciting employee grievances with an implied promise to remedy them at the Sehome store, and by also committing various unfair labor practices at numerous other stores around the country. Further, Gonzales issued Williamson the documented coaching contemporaneously with and pursuant to her unlawful announcement that the attendance policy would be more strictly enforced. Cf. *Dynamics Corp. of America*, 286 NLRB 920, 921 (1987) (finding that the employer's issuance of disciplinary warnings to employees violated Section 8(a)(3) as they were issued pursuant to the employer's stricter enforcement of its attendance and punctuality policy in violation of Section 8(a)(1)), enfd. 928 F.2d 609 (2d Cir. 1991).

Finally, Starbucks failed to show that it would have issued the documented coaching to Williamson even absent her union activity. Starbucks mere assertion that Williamson had a pattern of noncompliance with the attendance policy (Br. 19) is plainly insufficient to make such a showing given Starbucks' prior non-enforcement of that attendance policy against similar

[23] See Jt. Exh. 2.

noncompliance. "[I]t is well established that an employer cannot meet its burden merely by showing that it had a legitimate reason for the action, but must persuade . . . that it would have taken the same action even in the absence of the employee's protected conduct." *Starbucks Corp*., 374 NLRB No. 8, slip op. at 4 (2024) (finding that Starbucks failed to satisfy this burden, and therefore violated Section 8(a)(3) as alleged, by disciplining and discharging an open and active union supporter at one of its Albany, New York stores a month after the Union won the election there). See also *Starbucks Corp*., 374 NLRB No. 10, slip op. at 5–6 (rejecting, for this reason, Starbucks' similar argument that it was simply addressing deficiencies by more strictly enforcing work rules and disciplining employees for infractions at its Buffalo-area stores).[24]

Accordingly, the December 9 documented coaching violated Section 8(a)(3) of the Act as alleged.

2. The 8(a)(5) allegation

As found above, Gonzales' announcement that Starbucks' attendance policy would be more strictly enforced violated Section 8(a)(5) of the Act. Thus, Gonzales' issuance of the documented coaching to Williamson contemporaneously with and pursuant to that announcement violated Section 8(a)(5) as well. See, e.g., *Starbucks Corp*., 374 NLRB No. 10, slip op. at 2 n. 6, 118; *Chino Valley Medical Center*, above; and *Flambeau Airmold Corp*., 334 NLRB 165, 166 (2001).

C. *Interrogation of Williamson*

The General Counsel alleges that Gonzales also unlawfully interrogated Williamson about her union activities at the December 9 meeting by asking, "You're part of the Union, right?" A preponderance of the evidence, however, indicates this likely occurred during a quarterly one-on-one "partner development" meeting Gonzales held with Williamson a month later, on January 11, 2023, rather than at their December 9 meeting about attendance as Williamson testified.[25] In any event, regardless of whether it occurred on December 9 or January 11, the question was not unlawful under the circumstances.

Although it is generally unlawful for an employer to question employees about their union sympathies and activities, it is not always so. It depends on all the circumstances, including but not limited to whether the questioner has managerial or supervisory authority over the employees, whether the employees have not previously revealed their union sympathies or activities, whether the question seeks information that is not already known about the scope of the employees' union support or activities, whether the question was asked in a formal setting or manner, and whether the employer has committed other unfair labor practices that would increase the likelihood that the question would reasonably tend to restrain or coerce employees in the exercise of their statutory rights. See *Starbucks Corp*., 373 NLRB No. 33, slip op. at 1 n. 2,

[24] Starbucks does not argue or cite any evidence that Williamson would have been issued the documented coaching regardless of the 15 instances she was tardy, i.e., solely because of the two instances that she called out without sufficient sick leave.

[25] See Tr. 83, 85–86, 305–312; and R. Exh. 26.

and 6 (2024) (applying such factors and finding that the store manager at one of Starbucks' stores in Los Angeles unlawfully interrogated an employee during a one-on-one meeting in late May 2022, after the election petition was filed, by telling the employee she wished she knew who started the union campaign), and cases cited there.

Here, there are some factors that support the allegation. Gonzales was the Sehome store manager and asked the question during a formal one-on-one meeting with Williamson. In addition, as discussed above, Starbucks had committed unfair labor practices both at that store and other stores. However, there are also several factors that do not. Williamson had been open about her leading role in the union campaign for months by then, and Gonzales only asked her to confirm this and nothing more. Further, Williamson testified that Gonzales did so while informing her about one or more coworker complaints that she was creating a hostile or toxic work environment by talking about the Union. The GC does not allege that Gonzales violated the Act by speaking to Williamson about the coworker complaints. Moreover, Williamson testified that, after she confirmed her support for the Union but denied creating a hostile work environment, Gonzales agreed and said no action would be taken regarding the complaints.[26]

Given these latter circumstances, unlike the store manager's question in the Los Angeles Starbucks case, Gonzales' question would not have had a reasonably tendency to restrain or coerce in violation of Section 8(a)(1) of the Act. Cf. *Heritage Lakeside,* 369 NLRB No. 54, slip op. at 2–3 (2020) (finding no unlawful interrogation where the employee was an open and active union supporter, the employer's administrator asked only a single question while investigating whether she had threatened a coworker with termination if the coworker did not join the union, and the administrator assured her that he believed her denial).[27] See also *Fresh and Easy Neighborhood Market, Inc.*, 361 NLRB 151, 159 (2014), and *Bridgestone Firestone South Carolina*, 350 NLRB 526, 528–529 (2007), likewise finding no unlawful interrogations where the employers questioned employees during investigations into their reported improper conduct. Accordingly, the allegation will be dismissed.

[26] Tr. 85–86, 174. Gonzales denied telling Williamson that employees had complained about her. She testified that she just told Williamson that it was important for employees to treat each other with respect and ensure a nontoxic workplace regardless of whether there is a union or not. However, Gonzales admitted that she had been given information that there was a lot of tension in the store between those who supported the Union and those who did not. (Tr. 311–312.) She also later specifically admitted on cross-examination that a particular employee told her that Williamson purposely left her out of things and wouldn't talk to her because of their disagreement about the union vote (Tr. 355–358). Further, Gonzales never specifically denied asking Williamson during their conversation to confirm that she supported the Union. And Starbucks' posthearing brief does not dispute that Gonzales asked Williamson to do so.

[27] The Board in *Heritage Lakeside* also relied on the absence of other unfair labor practices. Thus, it differs from this case in that respect. However, the presence of other unfair labor practices does not necessarily convert an otherwise noncoercive and lawful question into a coercive and unlawful interrogation. See, e.g., *Alladin Gaming, LLC*, 345 NLRB 585, 600 (2005) (finding no unlawful interrogation notwithstanding the employer's numerous other unfair labor practices), review on other grounds denied 515 F.3d 942 (9th Cir. 2008). And I find it did not do so here.

D. *Williamson's January 24 Final Written Warning*

The General Counsel also alleges that about 6 weeks later, on January 24, Gonzales unlawfully issued Williamson a final written warning for not properly securing cash in October and late December when she was a cash controller or counting tips. Again, the GC alleges that the final written warning violated both Section 8(a)(3) and Section 8(a)(5) of the Act. As discussed below, the 8(a)(3) allegation, but not the 8(a)(5) allegation, is well supported by the evidence under current Board law.

1. The 8(a)(3) allegation

One of the duties of shift supervisors was to handle cash; whichever shift supervisor was the designated "keyholder" on a shift had access to the safe and cash drop boxes for deposits, change orders, and storing tips. Therefore, as Williamson served as a keyholder on many of her shifts, she frequently had cash-handling responsibilities.[28]

All shift supervisors, including Williamson, were also authorized to count and divide tips based on the number of hours each employee worked. Several baristas were trained to do so as well. The tips were typically done on Tuesday of each week and after special holidays such as Christmas. The task was rotated depending on who was working, and Williamson therefore did the tips about once a month. The usual process was that the keyholder would open the safe and give the tips to whoever was doing them. That person then counted and divided up the tips on a table in the back room, which was separated from the rest of the store by a swinging door with a small window. The divided tips were then placed in each employee's individual tip bag and returned to the safe.[29]

The protocols for cash handling included ensuring the safe was locked and that registers were not left open.[30] The protocols for doing the tips included not leaving the tips in the back room unsecured or unsupervised by the store manager, another shift supervisor, or a trained barista. For example, because doing the tips could take 2–3 hours, it was common for the tip-counter to take a break to use the bathroom, etc. In those circumstances, the tip-counter was supposed to make sure that one of the foregoing individuals would supervise the tips during that time. If there was no one else in the back room who was authorized to supervise the tips, and the tip-counter did not have a headset, the tip-counter would have to look or step out the backroom door to find a store manager or someone else who was authorized to supervise the tips.[31]

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[28] Tr. 168; Jt. Exh. 3.

[29] Tr. 30–31, 45–50, 55, 104, 196, 229–231, 297–298, 516.

[30] Tr. 104–105, 168, 326–329, 475; R. Exh. 1 (job description); R. Exh. 28 (safety and security manual).

[31] Tr. 30–32, 50–55, 66, 104, 201–205, 302; R. Exh. 41. McQueen testified that the store manager is not supposed to do the tips, but the store manager will watch the tips or make sure no one goes into the back room if the store is short-staffed and no one else is available to watch the tips.

On January 16, 2023, Gonzales prepared a corrective action form issuing a final written warning to Williamson for two incidents related to her cash handling and tip counting. The first was for leaving the safe open in October 2022 in violation of the Safety and Security Manual. The second was for leaving tips unsecured when she did the tips on December 27, 2022. The form specifically described the "situation," i.e., "the violation or performance deficiency and the relevant policy," as follows:

> [Williamson] has failed to maintain cash handling responsibility when [she is] the cash controller or doing tips. Earlier in October, [Williamson] had left the safe open and was talked to immediately about how that is not what should be done and that we must keep all cash secure. We had no issues up until 12/27/2022 when [Williamson] was doing tips in the backroom. [Williamson] went on break and was getting something to drink when Skyler [Roberts], another [shift supervisor], saw where [Williamson] was and asked if tips had been completed. [Williamson] stated that they were not done yet, but that [she] was on break. [Williamson] left all the cash money tips unsecure in the back of house while another barista was sitting back there on break. [Roberts] talked to [Williamson] about the importance of not leaving money unsecure and [Williamson] then sat back there with the money.
>
> "The safe should be kept closed and always locked at all times. The safe must not be left open and unattended by the cash controller. No other partner may be asked to watch or guard an open safe. Locking the door of the safe, but leaving the outer door open, is considered leaving the safe open" (Page 113 in Safety and Security Manual.[32]

Partner Relations approved the final written warning the same day. And Gonzales met with and gave it to Williamson a week later, on January 24.[33]

As indicated by the General Counsel, there are a number of circumstances indicating that Starbucks unlawfully issued Williamson the final written warning because she appeared to be a leader of the union campaign. First, as found above, Starbucks had unlawfully issued Williamson the December 9 documented coaching regarding attendance for this reason.

Second, there are significant problems with the final written warning's reliance on the open-safe incident. The alleged incident had occurred three months earlier, on an unspecified date in October 2022. Further, the record indicates that it was not considered a serious incident at the time. It was not documented in any way (no documentation was introduced). And

[32] GC Exh. 9; Tr. 321–324.

[33] Tr. 187–188, 323–325. The delay in issuing the final written warning to Williamson is unexplained. Gonzales testified that it was because she did not work with Williamson again until January 23 (Tr. 326). However, clock-in/out records show that they worked together on January 19, 20, and 21 (Jt. Exh. 4).

Williamson testified that she had no memory of it.[34] Moreover, Gonzales (who testified she personally noticed the open safe and immediately spoke to Williamson about it), and Murphy (who testified Gonzales asked her whether Williamson should be disciplined for it), admitted that they both concluded discipline was unwarranted. Specifically, they testified that, after consulting a "virtual coach" software program and partner resources, they concluded that Williamson should not be disciplined because she and the other shift supervisors had not had any recent safety and security training regarding cash handling and the safe.[35] Williamson was provided training shortly thereafter, on October 26.[36] And the incident was not repeated thereafter.

There is no apparent explanation why the October incident was included in the January 24 final written warning in these circumstances. And Starbucks offers none.[37] The fact that the incident was cited as a basis for the final written warning is therefore significant circumstantial evidence of Starbucks' unlawful motive. Cf. *Metro-West Ambulance Service, Inc*., 360 NLRB 1029, 1029–1030 (2014) (finding that a corrective action plan issued to an employee was unlawfully motivated where there was a 6-week delay in issuing it and the company failed to provide a credible explanation for the delay).

Third, there are likewise significant problems with the final written warning's reliance on the alleged December 27 unsupervised-tips incident. Unlike the October open-safe incident, the December 27 incident is documented. A fellow shift supervisor, Skylar Roberts, told Gonzales about it on January 3, after Gonzales returned from vacation. And on January 11, at Murphy's direction, Gonzales obtained a written statement from Roberts repeating what Roberts had previously told her.[38] However, according to Murphy, she directed Gonzales to also get a written statement from Williamson. But Gonzales never did so. Nor did Gonzales question Williamson about it during their January 11 partner development meeting, even though cash handling was

[34] See Tr. 105 (testifying on direct examination that the incident possibly occurred but she had no memory of it).

[35] Tr. 302–303, 518–522. The virtual coach was a tool used to determine appropriate corrective action in response to various employee situations. Screenshots from it relating to safety and security and attendance and punctuality are in the record as Respondent Exhibits 41 and 43.

[36] Tr. 316–317. See also R. Exh. 29, Williamson's training schedule, which shows she received training on "creating a culture of loss prevention" on October 26. Gonzales testified that the October 26 training had already been scheduled by the time she and Murphy decided not to discipline Williamson because she had not had recent training. So, it was unnecessary to schedule her for additional training.

[37] Starbucks' posthearing brief (p. 9) simply omits any reference to the October open-safe incident, implying that the final written warning was issued solely for the December unsupervised-tips incident. However, the corrective action form itself indicated that the October incident was a basis for the final written warning. It even cited a policy provision from the safety and security manual about keeping the safe closed and locked at all times. In fact, that was the only provision it cited.

[38] R. Exh. 4; Tr. 296–300. See also Jt. Exh. 4, showing that Gonzales worked with Roberts on January 3.

one of the topics discussed and Gonzales knew about Roberts' account and had discussed it with Murphy before the meeting.[39]

When asked about this at the hearing, Gonzales testified that she "believed" she had already questioned Williamson "lightly" about it "in passing" when Williamson was clocking in, sometime before January 11, and that Williamson admitted she went on break and Roberts told her not to leave the tips unsecured. However, Williamson credibly testified, without any qualification, that Gonzales never asked her about the December 27 incident before giving her the final written warning on January 24. And Williamson likely would have given a different account of it had Gonzales done so. Williamson testified that, in fact, there was no one else in the back room while she was doing the tips; that she left the back room during a prescheduled break to find someone to watch the tips while she made a drink; that she asked Roberts to do so and Roberts agreed; that she returned to the back room with her drink within a few minutes after; that there was no conflict or drama with Roberts; and that their interaction was no different than the other times she had asked other shift supervisors to watch the tips while she took a break.[40]

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[39] Tr. 305–311, 512–513; R. Exh. 26.

[40] Tr. 106–108, 195, 201–208, 300–301. There are some reasons to question Williamson's testimony about the event. For example, as with the documented coaching, Williamson signed the corrective action form without comment. And Williamson acknowledged on cross-examination that it was "possible" Roberts told her that she should not leave the tips unattended (Tr. 209–211). However, the corrective action form states, directly above the employee signature line, "*I understand that my signature does not necessarily imply agreement, but acknowledges receipt of this form*." And the final written warning provided insufficient designated space to readily add any detailed comments. As for Williamson's acknowledgement on cross-examination, this does not necessarily mean that her initial testimony about the event was inaccurate from her perspective. Roberts was not a manager or actual supervisor and could have misinterpreted the situation. Further, Starbucks' counsel did not identify any statements in the affidavit Williamson gave the NLRB in March 2023, within three months of the incident, that were otherwise inconsistent with her initial testimony about it. Cf. *Red Rock Casino Resort Spa*, 373 NLRB No. 67, slip op. at 62 (2024) (crediting uncorroborated testimony by employee where employer did not attempt to impeach the testimony based on the employee's prehearing statements), and cases cited there.

The General Counsel's posthearing brief argues that an adverse inference should be taken because of Starbucks unexplained failure to call Roberts to testify about the event, citing *Equinox Holdings, Inc*., 364 NLRB 1519 n. 1 (2016) (employer's failure to call the employees who allegedly reported the purported objectionable preelection conduct to manager warranted an adverse inference); and *Desert Springs Hospital*, 363 NLRB 1824, 1829 (2016) (employer's failure to call an employee warranted an adverse inference where the employee's purported complaint to management was one of the reasons the alleged discriminatee was terminated). However, there are two problems with this argument. First, the cases cited by the GC are distinguishable. In both cases there was an issue whether the employees had actually made a report to management; no evidence of this was presented in either case other than a manager's testimony. Here, Gonzales' testimony that Roberts' made a report is corroborated by Roberts' written report (R. Exh. 4), which was received into evidence without objection solely for that

There is also no evidence that Gonzales ever spoke to or obtained a statement from the named barista that Roberts reported was in the back room while Williamson was gone. Nor is there any evidence whether the named barista was trained and qualified to supervise tips. Roberts' report did not mention it. Rather, it stated that Roberts told Williamson that she must either lock the tips in the safe, secure the back room so no one can enter, or ask another shift supervisor to stay with the tips. Roberts did not mention that one of the trained baristas could also supervise the tips in her absence.

Thus, the record indicates that Starbucks documented only Roberts' account. And it made no attempt whatsoever to solicit Williamson's or the named barista's accounts, either verbally or in writing, before preparing and issuing the final written warning. Such a one-sided and incomplete investigation in response to an isolated complaint is significant circumstantial evidence of an unlawful motive. See *NLRB v. Esco Elevators, Inc*., 736 F.2d 295, 299 n. 5 (5th Cir. 1984) ("A one-sided investigation into employee misconduct supplies significant evidence that disciplinary action was triggered by an unlawful motive."); and *Inova Health System v. NLRB*, 795 F.3d 68 (D.C. Cir. 2015) (affirming the Board's finding that the company unlawfully fired an employee for concertedly raising workplace concerns in part because the company "failed to explain why, if [the employee's] behavior was legitimately at issue, it conducted such a one-sided investigation into the isolated complaints about her behavior.").

Moreover, as with the October incident, Gonzales had good reason to believe Williamson lacked sufficient training on tip handling before the December 27 incident. There is no evidence that Williamson had been trained on tip handling since starting at the Sehome store in the fall of 2021. Williamson testified that her tip training had been at a different store prior to being laid off in the spring of 2020 due to the COVID-19 Pandemic. And Gonzales testified that the training Williamson received on October 26, 2022, after the October open-safe incident, was just "very basic" loss-prevention training about "cash handling"—"why it's important not to have other people on your register" and "to secure money." Further, Gonzales testified that she decided before her January 11 partner development meeting with Williamson to give "everyone" training "again" on handling cash; that the new training would include handling tips to ensure that they had "accurate training" on the subject; and that she told Williamson this at the meeting. Gonzales and Murphy offered no explanation why, unlike after the October incident, Williamson was then disciplined on January 24 for the December 27 unsupervised-tips incident in the absence of such training. Although both testified that they again consulted the virtual coach, they did not specify what information they provided it. Nor did they testify what the virtual coach recommended absent recent training on tip handling.[41]

Finally, Starbucks failed to show it would have issued Williamson the final written warning for the two incidents regardless of her support for the Union. Although it presented

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purpose. Second, it ultimately does not matter whether Gonzales' version or Roberts' version of the event is more accurate or credible. The primary issue presented here is not what happened, but whether Starbucks disciplined Williamson based on Roberts' written report about what happened because of its antiunion animus. And for the reasons discussed, the record evidence is sufficient to conclude that it did.

[41] Tr. 71–72, 104, 299–300, 307, 311, 317, 512–513.

some evidence indicating that the failure to secure store funds could warrant a final written warning, the record as a whole indicates that it ultimately depends on the circumstances in each case. And this includes whether the employee has had recent training.[42] Moreover, as discussed above, there is strong circumstantial evidence that the alleged October and December open-safe and unsupervised-tips offenses were mere pretexts for disciplining Williamson and eventually ridding itself of a leading union supporter. Thus, by definition, Starbucks could not establish that it would have disciplined Williamson for those alleged offenses in the absence of her union support. See *Intertape Polymer,* 372 NLRB No. 133, slip op. at 7, and cases cited there.

Accordingly, the January 24 final written warning violated Section 8(a)(3) of the Act as alleged.

2. The 8(a)(5) allegation

As indicated above, the General Counsel also alleges that the January 24 final written warning was issued to Williamson unilaterally, without providing the Union with prior notice and an opportunity to bargain over the discipline and its effects, in violation of Section 8(a)(5) of the Act. And Starbucks stipulated that no such opportunity was provided the Union. However, unlike with respect to the previous documented coaching for violating the attendance policy, the GC has not alleged, and I have not found, that the final written warning was issued pursuant to an unlawful unilateral decision to more strictly enforce the cash and tip handling policies. The GC concedes that, in the absence of such a unilateral change, finding the 8(a)(5) violation will require retroactively overruling Board precedent, specifically *Care One at New Milford*, 369 NLRB No. 109 (2020). As administrative law judges have no authority to overrule Board law,

[42] As previously noted, a screenshot of the "Safety and Security" section of the virtual coach is in the record as Respondent Exhibit 41. At the top it states that Starbucks "does not have progressive discipline but administers the appropriate level of discipline based on the situation." It also states that the virtual coach "is intended to complement, not replace, guidance provided by the next-level leader, Partner Resources, Ethics & Compliance, or legal counsel." Below this it lists four potential corrective actions: Documented Coaching, Written Warning, Final Written Warning, and Separation. It also shows the drop-down box for "Final Written Warning," which lists various offenses, including "Leaving store funds unsecured (i.e. deposit or change order)." However, the record indicates that the virtual coach's recommended discipline ultimately depends on the particular facts and circumstances that are inputted into the program in response to a series of questions, one of which is whether the employee has been trained on the policy. It also indicates, consistent with the virtual coach's statement above, that partner relations should be consulted even if the virtual coach ultimately indicates a final written warning is appropriate. See Tr. 359–362, 519, 549–550; and R. Exh. 43. Finally, it indicates that no employee at the store had ever previously been issued a final written warning (or any other discipline) for failing to follow cash and tip handling protocols. Starbucks did not offer any such examples into evidence. Nor did it produce any in response to the General Counsel's subpoena. See Tr. 164–165, discussing Starbucks response to General Counsel's subpoena duces tecum, GC Exh. 18, par. 16, which requested "[d]ocuments and communications showing any disciplinary action, including but not limited to documented coaching, issued to employees for leaving funds unattended at the Sehome Village store."

the 8(a)(5) allegation will therefore be dismissed. Arguments for overruling *Care One* may be raised with the Board on exceptions to this decision. See, e.g., *Starbucks Corp*., 373 NLRB No. 115, slip op. at 1 (2024) (severing and retaining for further consideration a similar 8(a)(5)-discipline allegation involving an employee at a Starbucks store in Los Angeles, California).

E. *January 24 Denial of Williamson's Request for Financial Assistance*

The General Counsel also alleges that, on the same day Starbucks unlawfully issued Williamson the final written warning, it also denied Williamson's request for financial assistance through the Starbucks CUP (Caring Unites Partners) Fund in violation of Section 8(a)(3) of the Act.[43] The allegation is well supported.

The Starbucks CUP Fund provides grants to employees who experience significant financial hardship due to catastrophic circumstances beyond their control. It is funded mostly by employee donations. Any current employee who meets certain eligibility criteria may apply for a grant. One of those criteria, which is set forth in the fund guidelines, is that the employee must currently be in "good standing with Starbucks," which is defined as "adhering to company policy, meeting expectations of the position as determined by [the employee's] current manager, and no recent written corrective actions."[44]

On December 28, 2022, Williamson's apartment was flooded due to a leak in the ceiling and she was forced to find temporary housing. Williamson informed Gonzales of this sometime during the following week. On January 6, 2023, she also texted and spoke to Gonzales about the possibility of getting financial assistance from the CUP Fund to help deal with her housing situation. Gonzalez emailed Williamson the fund guidelines later that day.[45]

About 10 days later, on January 17, Williamson submitted an application to the fund. The same day, partner resources emailed Gonzales asking her to indicate whether Williamson was in good standing or not. At some point thereafter, Gonzales advised partner resources that Williamson was not in good standing. And on January 24, a CUP Fund specialist emailed Williamson to inform her of this—that "your manager has stated you are not in good standing at this time" —and that, as a result, the fund could not move forward with her application under the fund guidelines.[46]

Williamson emailed Gonzales the same day notifying her of the fund's response and asking if she could help. However, Gonzales did not respond until she met with Williamson later

[43] The complaint also alleges that the denial of Williamson's request for financial assistance violated Section 8(a)(5). However, this allegation is not addressed by any of the parties in their posthearing briefs. Nor, unlike the other 8(a)(5) allegations, is it addressed in the parties' stipulation of facts (Jt. Exh. 2). Therefore, it appears to have been abandoned.

[44] R. Exh. 2; Tr. 30.

[45] R. Exh. 2; GC Exhs. 6, 7; Tr. 97–100, 179–180, 186, 340–342 .

[46] R. Exh. 37; GC Exhs. 7, 8; Tr. 185–186, 344.

that day to give her the corrective action form containing the final written warning. Gonzales told Williamson that she was not in good standing because of the reasons listed on the form.[47]

As found above, a preponderance of the evidence indicates that the reasons listed on the corrective action form for the final written warning were mere pretexts, and that the warning was actually issued to Williamson because she was a leading supporter of the Union, in violation of Section 8(a)(3) of the Act. Thus, as the only basis for denying Williamson's CUP Fund request was unlawful, so was the denial of the request. See *NLRB v. Relco Locomotive, Inc*., 734 F.3d 764, 787 (8th Cir. 2013) ("An adverse employment decision is unlawful if it relies upon and results from a previous unlawful action.").

F. *Williamson's February 17 Termination*

Finally, the General Counsel alleges that Starbucks violated Section 8(a)(3) and Section 8(a)(5) of the Act by terminating Williamson's employment on February 17. These allegations are also well supported.

1. The 8(a)(3) allegation

On February 17, shortly after Williamson clocked in, Gonzales gave her a Notice of Separation stating that she was being terminated "for continued violation of the Starbucks Attendance and Punctuality Policy." The notice summarized Williamson's prior corrective actions, stating that she had already "received one documented coaching for violation of the Starbucks Attendance and Punctuality Policy on 12/9/2022" and had "also received one final written warning on 1/24/23 for safety and security—cash handling." It then listed three dates (Jan. 13 and 20 and Feb. 7) when Williamson was "late" clocking in by 3 to 5 minutes, and seven dates (Dec. 23–31, Jan. 6, and Feb. 3, 15 and 16) when she "called out."[48]

It is clear on the face of the notice, as well as from Gonzales' testimony[49] and the record as a whole, that the termination was based on the prior unlawful decision to more strictly enforce the attendance policy with respect to tardiness, the related unlawful documented coaching, and the unlawful final written warning. Accordingly, the termination was likewise unlawful. See *Starbucks Corp.,* 374 NLRB No. 8, slip op. at 8 and n. 39, citing *Kitsap Tenant Support Services, Inc.*, 366 NLRB No. 98, slip op. at 20 (2018) ("It is well settled that, where a respondent disciplines an employee based on prior discipline that was unlawful, any further and progressive discipline based in whole or in part thereon must itself be unlawful.") (citation and internal quotation marks omitted), enfd. per curiam 2019 WL 12276113 (D.C. Cir. Ap. 30, 2019).

[47] R. Exh. 3; Tr. 101–104, 186–187, 200–201, 345.

[48] GC Exh. 5; Tr. 111–112, 338. A store manager from another store was also present during the meeting. Williamson refused to sign the separation notice, but as with the final written warning, she did not add any written comments.

[49] See Tr. 337 (partner resources "told me to move forward with separation due to the final written warning for cash handling, and then this attendance issue that was already discussed back on December 4th" [when the prior documented coaching was prepared]).

2. The 8(a)(5) allegation

As found above, Gonzales' unilateral announcement that Starbucks' attendance policy would be more strictly enforced and the related documented coaching issued to Williamson violated Section 8(a)(5) as well as Section 8(a)(3). Thus, as Williamson's termination was based in substantial part on those unlawful unilateral actions, the termination likewise violated Section 8(a)(5). See, e.g., *Starbucks Corp.*, 374 NLRB No. 10, slip op. at 2 n. 6, 118.

Conclusions of Law

1. In October 2022, Starbucks solicited grievances from the Sehome store employees with an implied promise to remedy them in violation of Section 8(a)(1) of the Act.

2. On December 9, 2022, Starbucks announced that the attendance policy would be more strictly enforced against the store's employees with respect to tardiness in violation of Section 8(a)(1) of the Act.

3. Starbucks' December 9 announcement also violated Section 8(a)(5) and (1) of the Act.[50]

4. The same day, Starbucks more strictly enforced the attendance policy by issuing employee Gwen Williamson a documented coaching in violation of Section 8(a)(3) and (1) of the Act.

5. The documented coaching also violated Section 8(a)(5) and (1) of the Act.

6. On January 24, 2023, Starbucks issued Williamson a final written warning in violation of Section 8(a)(3) and (1) of the Act.

7. The same day, Starbucks denied Williamson's January 17, 2023 application to the CUP Fund for emergency financial assistance in violation of Section 8(a)(3) and (1) of the Act.

8. On February 17, 2023, Starbucks terminated Williamson's employment in violation of Section 8(a)(3) and (1) of the Act.

9. The termination also violated Section 8(a)(5) and (1) of the Act.

10. The foregoing unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

11. Starbucks did not otherwise violate the Act as alleged in the complaint.

[50] Violations of Section 8(a)(3) and Section 8(a)(5) are derivative violations of Section 8(a)(1). See *Zeigler Ford of North Riverside*, 370 NLRB No. 41, slip op. at 1 n. 2 (2020).

Remedy

Starbucks will be ordered to cease and desist from the foregoing or any like or related unlawful conduct and to take other affirmative action consistent with the Board's standard remedies for such violations.

Specifically with respect to Williamson, Starbucks will be required to remove from its files any reference to the unlawful December 9, 2022 documented coaching, January 24, 2023 final written warning, and February 17, 2023 separation notice it issued to her, and notify Williamson that this has been done and that they will not be used against her in any way.[51]

Starbucks will also be required to offer Williamson reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

In addition, Starbucks will be required to make Williamson whole for any loss of earnings and other benefits suffered as a result of her unlawful termination. Backpay shall be computed in accordance with *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).

Starbucks will also be required to make Williamson whole for any loss of earnings and/or benefits resulting from the unlawful denial of her January 17, 2023 application to the Starbucks CUP Fund for emergency financial assistance. Backpay shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest at the rate prescribed in *New Horizons*, compounded daily as prescribed in *Kentucky River Medical Center*.

In accordance with *Thryv, Inc.*, 372 NLRB No. 22 (2022),[52] Starbucks will also be required to compensate Williamson for any other direct or foreseeable pecuniary harms incurred

[51] As previously noted (fn. 22), the General Counsel stated at the hearing, and repeats in the posthearing brief, that there is no allegation the attendance policy was more strictly enforced against any employee other than Williamson, and that no rescission or other remedies are being sought with respect to any corrective actions issued to other store employees for violating the attendance policy. See also the GC's proposed affirmative order (Br. 63–64). The Union also does not seek any such remedies. Therefore, the standard remedies in cases where discriminatory and/or unilateral changes were alleged and found to have been applied to or enforced against employees generally will not be ordered in this case. Compare, for example, *Livingston Pipe & Tube*, 303 NLRB at 873 n. 4 (employer unilaterally implemented a revised absenteeism and tardiness program in violation of Section 8(a)(5)); and *Grand Rapids Press*, 325 NLRB 915, 915–916 (1998) (employers changed their referral systems for hiring substitute employees in violation of Section 8(a)(3) and (5)), enfd. 208 F.3d 214 (6th Cir. 2000).

[52] Enf. denied on other grounds 102 F.4th 727 (5th Cir. 2024). The Board's *Thryv* remedy was recently rejected by the Third Circuit in *Starbucks Corp*., --- F.4th --- , 2024 WL 5231549

as a result of her termination and the prior denial of her request for emergency financial assistance from the CUP Fund. With respect to the termination, this will include reasonable search-for-work and interim employment expenses, if any, regardless of whether the expenses exceed interim earnings. Compensation for these harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, compounded daily as prescribed in *Kentucky River Medical Center*.

Starbucks will also be required to compensate Williamson for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and shall file with the Regional Director for Region 19, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award(s) to the appropriate calendar years. See *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). In addition to the backpay allocation report, the Respondent shall file with the Regional Director for Region 19 a copy of Williamson's corresponding W-2 forms reflecting the backpay award. See *Cascades Containerboard Packaging—Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021).

The General Counsel also requests certain nonstandard or "special" remedies, including broad cease and desist language and additional affirmative provisions requiring Starbucks to read the Board's official notice to employees, issue Williamson a letter of apology, and schedule a training session with the NLRB Regional Office regarding employee rights. However, such special remedies do not appear warranted in the circumstances of this case. Compare *Starbucks Corp*., 374 NLRB No. 10, slip op. at 14 (Dec. 16, 2024) (granting special remedies), with *Starbucks Corp*., 374 NLRB No. 9, slip op. at 1 n. 4 (Dec. 16, 2024) (denying special remedies).

ORDER[53]

The Respondent, Starbucks Corp., Bellingham, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(Dec. 27, 2024) (holding that the remedy exceeded the Board's authority under the NLRA), denying enf. in part of 372 NLRB No. 50 (2023), reconsideration denied 372 NLRB No. 102 (2023). However, the Board's *Thryv* decision remains valid precedent under the Board's long-standing policy of nonacquiescence in adverse appellate court decisions. See *Airgas USA, LLC*, 373 NLRB No. 102, slip op. at 1 n. 2 (2024), and cases cited there explaining the reasons for the policy. And, as previously indicated, administrative law judge's must follow and apply Board precedent unless and until it is overturned by the Supreme Court or the Board itself. See, e.g., *Western Cab Co*., 365 NLRB No. 78, slip op. at 1 n. 4 (2017); and *Pathmark Stores, Inc*., 342 NLRB 378 n. 1 (2004).

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

(a) Soliciting grievances from employees with an express or implied promise to remedy them in order to discourage employees from selecting union representation.

(b) Announcing that workplace rules or policies will be more strictly enforced because of employees' support for the Union.

(c) More strictly enforcing workplace rules or policies because of employees' support for the Union.

(d) Disciplining or discharging employees because of their support for and activities on behalf of the Union.

(e) Denying employees financial assistance through the CUP Fund because of their support for and activities on behalf of the Union.

(f) Unilaterally announcing and enforcing, including through discipline and discharge, changes affecting Union-represented employees' wages, hours, and other terms and conditions of employment without first notifying the Union and providing it an opportunity to bargain.

(g) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

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

(a) Rescind the change in its enforcement of the attendance policy that it discriminatorily and unilaterally announced and implemented against Gwen Williamson on December 9, 2022.

(b) Rescind the unlawful December 9, 2022 documented coaching, January 24, 2023 final written warning, and February 17, 2023 separation notice issued to Williamson.

(c) Within 14 days of the Board's order, remove from its files any reference to the unlawful documented coaching, final written warning, and separation notice issued to Williamson, and within 3 days thereafter notify her that this has been done and that they will not be used against her in any way.

(d) Within 14 days of the Board's order, offer Williamson full reinstatement to her former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and privileges previously enjoyed.

(e) Make whole Williamson for any loss of earnings and other benefits suffered as a result of the unlawful termination of her employment, with interest, in the manner set forth in the remedy section of this decision.

(f) Make whole Williamson for any other direct or foreseeable pecuniary harms suffered as a result of her unlawful termination, with interest, in the manner set forth in the remedy section of this decision.

(g) Make whole Williamson for any loss of earnings and/or benefits resulting from the unlawful denial of her January 17, 2023 application to the CUP Fund for emergency financial assistance, with interest, in the manner set forth in the remedy section of this decision.

(h) Compensate Williamson for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 19, within 21 days of the date the backpay amount is fixed by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

(i) File with the Regional Director for Region 19, within 21 days of the date the backpay amount is fixed by agreement or Board order, or such additional time as the Regional Director may allow for good cause shown, a copy of Williamson's W-2 forms reflecting the backpay award.

(j) 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 due under the terms of this Order.

(k) Notify and, on request, bargain with Workers United Labor Union before announcing and/or implementing any changes in wages, hours, or other terms and conditions of employment of employees in the following bargaining unit: All full-time and regular part-time baristas and shift supervisors employed by Respondent at its store located at 222 36th St., Bellingham, WA; but excluding store managers, assistant store managers, office clerical employees, and guards and supervisors as defined in the Act.

(l) Post at its Sehome store in Bellingham Washington copies of the attached notice marked "Appendix."[54] Copies of the notice, on forms provided by the Regional Director for

[54] 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." If the facility involved in this proceeding is open and staffed by a substantial complement of employees, the notice must be posted within 14 days after service by the Region. In accordance with current Board policy, if the facility involved in this proceeding is temporarily closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted at that facility 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, Respondent is communicating with its employees by electronic means, the notice

Region 19, 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 this proceeding, 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 any time since October 17, 2022.

(m) Within 21 days after service by the Region, file with the Regional Director for Region 19 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

It is further ordered that the alleged unfair labor practices not found herein are dismissed.

Dated, Washington, D.C., January 10, 2025

Jeffrey D. Wedekind
Administrative Law Judge

must also be posted by such electronic means within 14 days after service by the Region. If the notice 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]." See, e.g., *Starbucks Corp.,* 374 NLRB No. 9, slip op. at 6 n. 8.

APPENDIX

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 with an express or implied promise to remedy them in order to discourage you from selecting union representation.

WE WILL NOT announce that attendance or other workplace rules or policies will be more strictly enforced because of your support for Workers United Labor Union.

WE WILL NOT more strictly enforce attendance or other workplace rules or policies because of your support for the Union.

WE WILL NOT discipline or discharge you because of your support for and activities on behalf of the Union.

WE WILL NOT deny you financial assistance through the CUP Fund because of your support for and activities on behalf of the Union.

WE WILL NOT unilaterally announce and enforce, including through discipline and discharge, changes affecting Union-represented employees wages, hours, and other terms and conditions of employment without first notifying the Union and providing it an opportunity to bargain.

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

WE WILL rescind the change in our enforcement of the attendance policy that we unlawfully announced and implemented against Gwen Williamson on December 9, 2022.

WE WILL rescind the December 9, 2022 documented coaching, January 24, 2023 final written warning, and February 17, 2023 separation notice we unlawfully issued to Williamson.

WE WILL, within 14 days of the Board's order, remove from our files any reference to the unlawful documented coaching, final written warning, and separation notice we issued to Williamson, and within 3 days thereafter notify her that this has been done and that they will not be used against her in any way.

WE WILL, within 14 days of the Board's order, offer Williamson full reinstatement to her former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and privileges previously enjoyed.

WE WILL make whole Williamson for any loss of earnings and other benefits suffered as a result of our unlawful termination of her employment, with interest.

WE WILL also make whole Williamson for any other direct or foreseeable pecuniary harms suffered as a result of her unlawful termination, with interest.

WE WILL make whole Williamson for any loss of earnings and/or benefits resulting from our unlawful denial of her January 17, 2023 application to the CUP Fund for emergency financial assistance, with interest.

WE WILL compensate Williamson for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 19, within 21 days of the date the backpay amount is fixed by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

WE WILL file with the Regional Director for Region 19, within 21 days of the date the backpay amount is fixed by agreement or Board order, or such additional time as the Regional Director may allow for good cause shown, a copy of Williamson's W-2 forms reflecting the backpay award.

WE WILL notify and, on request, bargain with Workers United Labor Union before announcing and/or implementing any changes in wages, hours, or other terms and conditions of employment of employees in the following bargaining unit: All full-time and regular part-time baristas and shift supervisors employed by us at our store located at 222 36th St., Bellingham, WA; but excluding store managers, assistant store managers, office clerical employees, and guards and supervisors as defined in the Act.

STARBUCKS CORP.

_____

(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. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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. You may also obtain information from the Board's website: www.nlrb.gov.

915 2nd Avenue, Room 2948, Seattle, WA 98174-1078
(206) 220-6300, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/19-CA-312644, 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) 220-6284.