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

STARBUCKS CORPORATION

and **Cases 14-CA-334485**

CHICAGO AND MIDWEST REGIONAL JOINT BOARD OF WORKERS UNITED/SERVICE EMPLOYEES INTERNATIONAL UNION

Abby Schneider and William Komos, Esq.,
for the General Counsel,[1]
Michael Gotzler and Jason Hartzell, Esqs.,
for Respondent
Alex M. Tillet-Saks, Esq.,
for Union

DECISION

STATEMENT OF THE CASE[2]

ANDREW S. GOLLIN, ADMINISTRATIVE LAW JUDGE. This hearing was held on December 10-11, and 18, 2024, in St. Louis, Missouri,[3] over allegations that the Starbucks Corporation ("Respondent") violated Sections 8(a)(1) and (5) of the National Labor Relations Act ("the Act") in response to a union organizing campaign at its 955 NW Plaza Drive, Saint Ann, Missouri store ("Saint Ann store").

On December 7, 2023, the Chicago and Midwest Regional Joint Board of Workers United/Service Employees International Union ("Union") filed a petition to represent all full-time and regular part-time baristas and shift supervisors employed by Respondent at its Saint Ann store, excluding store managers, assistant store managers, professional employees, office clerical employees, guards, and supervisors as defined by the Act ("Unit employees"). That same day, a group of employees conducted a "March on the Boss" in which they presented store manager Vicky Ledwon with a letter addressed to Respondent's CEO stating that a majority of the Unit employees had designated the Union as their bargaining representative, and based upon that majority support they were now requesting that Respondent recognize and bargain with the Union over their terms and conditions of employment. Respondent declined this request. An election was held over the Union's petition on January 22, 2024, which the Union narrowly lost.

---

[1] On February 3, 2025, President Donald J. Trump appointed William B. Cowan to be Acting General Counsel of the National Labor Relations Board. For ease and consistency, I will refer to the Acting General Counsel, the former General Counsel, and Counsels for the General Counsel collectively as the General Counsel.

[2] Abbreviations used in this decision are as follows: Transcript citations are "Tr. ___"; Joint Exhibits are "Jt. Exh. ____"; General Counsel Exhibits are "GC Exh. __"; Respondent's Exhibits are "R Exh._", and Rejected Respondent's Exhibits are "Rej. R. Exh. __." Although I have included citations to the record to highlight particular testimony or exhibits, my findings and conclusions are based on my consideration of the entire record.

[3] The final day of hearing was conducted via video conferencing with the agreement of the parties.

Thereafter, the Union filed the original and amended charges in this case, alleging that Respondent committed violations of the Act during the critical period between the filing of the petition and the election. Based on those charges, the Regional Director for Region 14, on behalf of the General Counsel, issued a Complaint and Notice of Hearing on August 29, 2024. The Complaint alleges that Respondent, through Ledwon, violated Section 8(a)(1) of the Act when she: (1) prohibited employees from posting literature about unions and employees' rights; (2) enforced Respondent's Soliciting/Distributing Notices policy selectively and disparately against employees who formed, joined, or assisted the Union, and prohibited union solicitations and distributions while at the same time permitting nonunion solicitations and distributions; (3) threatened employees with unspecified reprisals if they engaged in union and/or protected concerted activities, and threatened employees that their union and/or protected concerted activities were causing division in the store; and (4) prohibited employees from recording a conversation under Respondent's Video Recording, Audio Recording and Photography policy. The Complaint further alleges that Respondent violated Section 8(a)(5) of the Act when it refused to recognize and bargain with the Union after being presented with evidence of the Union's majority support among the Unit employees and then committed the above violations. As part of the remedy for these violations, the General Counsel seeks a bargaining order pursuant to *Cemex Construction Materials Pacific, LLC*, 372 NLRB No. 130 (2023). Respondent filed its original answer on September 12, 2024, and its amended answers on November 25 and December 6, 2024, denying these alleged violations and raising various affirmative defenses.

The primary issues are: (1) whether Respondent committed the alleged violations; and (2) if so, whether those violations warrant the issuance of a *Cemex* bargaining order. For the reasons discussed below, I conclude that Respondent's violation in this case was so minimal and isolated that it is virtually impossible to conclude that it affected the results of the election. I, therefore, decline to recommend the issuance of a *Cemex* bargaining order in this case.

FINDINGS OF FACT[4]

A. Jurisdiction and Labor Organization

Respondent, a Washington corporation, is engaged in the retail sale of food and beverages at stores throughout the United States, including at its Saint Ann store. In conducting its operations during the 12-month period ending July 31, 2024, Respondent derived gross revenues in excess of $500,000 and purchased and received goods valued in excess of $50,000 at its Saint Ann store directly from points outside the State of Missouri. Respondent admits, and I find, that it has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and the Union has been a labor organization within the meaning of Section 2(5) of the Act. (GC Exh. 1)(Jt. Exh. 11). Based on the foregoing, I find this dispute affects commerce and that the National Labor Relations Board ("Board") has jurisdiction pursuant to Section 10(a) of the Act.

[4] To the extent testimony contradicts with the Findings of Fact, such testimony has been discredited, either as in conflict with credited evidence or it was incredible and unworthy of belief. In assessing credibility, I primarily relied upon witness demeanor. I also have considered the context of their testimony, the quality of their recollections, testimonial consistency, the presence or absence of corroboration, the weight of the respective evidence, established or admitted facts, inherent probabilities, and reasonable inferences that may be drawn from the record as a whole. See *Double D Construction Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001) (citing *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996)), enfd. sub nom., 56 Fed. Appx. 516 (D.C. Cir. 2003). Specific credibility findings are set forth below.

B. Alleged Unfair Labor Practices

1. Hierarchy and Store Layout

Respondent's organizational hierarchy includes (in order) regional managers, district managers, store managers, shift supervisors, and baristas. Employees who work in Respondent's stores are called "partners." In late 2023, there were approximately 21 baristas and shift supervisors working at the Saint Ann store. As stated, the store manager is Vicky Ledwon, who has held that position since June 2021. (Tr. 402). She reports to district manager Meredith Chasteen. (Tr. 357).

The Saint Ann store is in a stand-alone building. The inside of the store is divided between the public, front-of-house area and the private, back-of-house area, which are separated by a swinging door. The front-of-house area contains the entrance doors, product displays, the service counter with registers, equipment, and the food case, and the café with tables and chairs. The back-of-house area contains the storage shelves, the compartment sinks, an ice machine, a dishwasher, four refrigerators/freezers, and a manager's desk. Employees enter and exit the back-of-house area repeatedly throughout their shifts to get supplies or to perform various tasks. Given that the store does not have a dedicated break area, employees use the back-of-house area to take their breaks, and they may use the refrigerators to store their personal food and beverages.

2. Partner Guide and Relevant Policies

Respondent maintains a handbook called the Partner Guide containing various policies. One of the policies is entitled "Soliciting/Distributing Notices." It reads, in relevant part, as follows:

> Partners are prohibited from distributing or posting in any work areas any printed materials such as notices, posters or leaflets. Partners are further prohibited from soliciting other partners or non-partners in stores or on company premises during working time or the working time of the partner being solicited. The only exception that may apply is when a partner is engaged in distribution or solicitation related to a Starbucks-sponsored event or activity.
> …

(R Exh. 5).

Respondent also has a document entitled "Understanding Solicitation & Distribution Quick Reference Guide." It provides definitions and other information for partners and non-partners to refer to in determining if such activity is permitted. (R. Exh. 6).

Another policy is entitled "Video Recording, Audio Recording and Photography." It reads as follows:

> Personal video recording, audio recording or photographing by partners of customers or other partners without their consent, either inside or outside of the store, is not allowed except as protected under federal labor laws.

> Starbucks installs security cameras in the stores for partner and customer safety and to monitor activities involving cash. Partners should be aware that these security cameras will capture video recordings.

(R. Exh. 10).[5]

3. "Bulletin Boards"

There are no bulletin boards in the back of house. As a result, Ledwon posts information for store partners to read on the outside doors to the refrigerators/freezers. (Tr. 381). Examples of posted items include the weekly work schedules, sign-up sheets to work additional shifts, information about store promotions, notices about company-sponsored activities, employee acknowledgements and awards, etc. (R. Exh. 7). Prior to December 2023, there is no evidence that partners posted nonwork-related materials on the refrigerator/freezer doors or anywhere else in the back of house.

4. Organizing Campaign and Digital Authorization Cards

In around November 2023, partners at the Saint Ann store began a union organizing effort. Store partners Storm Victor, Paris Jackson, and Megan See formed the organizing committee. The three worked with Union organizer Celestial "CC" Clark. The committee's goal was to get signed Union authorization cards from at least 14 of the 21 partners. Victor, Jackson, and See divided up who they would speak to about organizing based on which partners each knew best, was closest to, or worked with the most. They spoke with those partners one-on-one about the issues they were having at the store and the benefits of organizing. If after the discussion the partner expressed interest in having the Union represent them, Victor, Jackson, or See each followed the same practice. They would open an app on their cell phone and click a link to the Union's digital authorization card. They would then hand the phone to the partner to electronically fill out, sign, and submit the digital authorization card.[6] After the coworker submitted a completed and signed card through the app, there would be an acknowledgement message displayed on the phone congratulating the partner on submitting the card. And while Victor, Jackson, and See each testified they did not "hover over" the partner, this acknowledgement message would be displayed each time the partner returned the phone. In addition, the partner who submitted a signed card received an email confirming receipt. It stated, "Congratulations on joining the Starbucks Workers United campaign and signing a union authorization card with Workers United." It included the date and time their authorization card was submitted. Clark also received a copy of these email confirmations, along with the partner's completed authorization card. She retained copies of both, and they were introduced into the record. As of December 7, 2023, Victor, Jackson, See, and Clark collected signed authorization cards from 18 of the 21 baristas and

[5] The record does not reflect, and the parties did not raise, whether managers are considered "partners" for the purposes of the Partner Guide policies.

[6] The top of the digital authorization card has a green banner with the Union's logo and title "UNION AUTHORIZATION CARD WORKERS UNITED." Under the banner, the card reads, "Count me in! My partners and I deserve a union at Starbucks. I hereby authorize Workers United to be our exclusive representative for collective bargaining." Below that are blank boxes for the partner to type in their first and last names, pronouns, store number, job position, personal email, cell phone number, and address. On the next page, there was a box to check stating, "I understand that my Union may use this Authorization for Representation to have a Union election conducted by the NLRB or a private party or to obtain voluntary recognition from my employer without an election." Below that was an area for the partner to manually sign their name and then submit.

shift supervisors working at the Saint Ann store. (GC Exhs. 3 and 5).[7] At the hearing, they authenticated each of the cards they individually solicited and gathered through this process.[8]

[7] The parties stipulated to a list of 21 baristas and shift supervisors who worked at the Saint Ann store as of December 7, 2023 (petition date). (Jt. Exh. 12). The parties also stipulated to a list of 20 baristas and shift supervisors who worked at the Saint Ann store as of January 22, 2024 (election date). (Jt. Exh. 13). Two partners (Alexandria" Rhys" Wagner and Gabby Loomis) who signed cards later resigned prior to the election, reducing the number to 16.

At the hearing, Respondent sought to present evidence regarding two other partners (Isiah Rapplean and Lizbeth Oliveros) who it contends were "borrowed" to the Saint Ann store for enough hours to qualify as dual-function employees, and, therefore, should be added to the total number of Unit employees. The proposed exhibits were screenshots of "Timecard Statements" for the two partners covering the payroll periods from October 30, 2023 to November 19, 2023, showing the shifts and total hours each worked at the Saint Ann store. When Respondent's counsel questioned Chasteen about these two partnera he presented her with the screenshots and questioned her about them. (Tr. 365-368). The General Counsel objected, contending that the Timecard Statements should have been produced pursuant to the Geneal Counsel's subpoena duces tecum to Respondent's custodian of record, which sought, in relevant part, all "[p]ayroll records demonstrating all full-time and regular part-time baristas and shift supervisors employed at Respondent's Saint Ann Store on December 7 2023" and all "[p]ayroll records demonstrating all full-time and regular part-time baristas and shift supervisors employed at Respondent's St. Ann Store on January 22, 2024." (GC Exh. 19). I denied Respondent's petition to revoke those paragraphs and ordered that all responsive documents be produced. "Documents" are defined in the subpoena as "any existing printed, typewritten or otherwise recorded material of whatever character, records stored on computer or electronically …, including without limitation, … computer hard drives, discs and/or files and all data contained therein, computer printouts, …" In response to the objection, Respondent argued the Timesheet Statements were not existing documents, rather they were created when a manager generates a query from a live database. And unless or until the query is made, the documents do not exist, and, therefore, Respondent was under no obligation to produce them pursuant to the subpoena. I questioned Chasteen about the documents and how they were used, and she confirmed, based on her knowledge, that Respondent relies upon the entries into the system -- which is material that existed -- in pulling together payroll information. I concluded from her responses that the documents at issue should have been produced, particularly when Respondent intended to offer and rely upon them as documentary evidence of the hours worked. They were not. As such, I partially granted the General Counsel's request for evidentiary sanctions for Respondent's non-compliance with the subpoena and my instruction to produce, specifically I rejected the proffered documents and struck Chasteen's testimony about the hours worked by the two partners. (Tr. 365-374) (Rej. R Exhs.3-4). I maintain my ruling.

[8] Respondent presented Rhys Wagner to testify about the circumstances surrounding her signing her digital authorization card, which Jackson presented to her. Respondent's counsel, who spoke to Wagner by telephone prior to her testifying, asked her, in reference to their telephone conversation, "Do you recall me asking you whether the person who solicited your card told you that the card would only be used to gather more information, and you answering that the solicitor did, in fact, tell you that?" Wagner responded, "I believe so. I was at work during that call [with Respondent's counsel], so there was a lot of things that were going on, but I'm pretty sure that was said, yes." (Tr. 477). On cross examination, rather than asking leading questions, the General Counsel asked Wagner to testify, to the best of her recollection, exactly what Jackson said to her about the card and its purpose. Wagner responded, "I think she handed me the card, and she said that it was a card to – they were gaining votes to do an election for the union. I don't remember exactly what she said, but I think that was the gist of it." (Tr. 480). Moments later, the General Counsel asked Wagner again what was said, and Wagner gave essentially the same response. In her responses, however, Wagner acknowledged she was not entirely certain what was said because it had happened over a year ago, and it was something that, until recently, she had forgotten about. (Tr. 481).

Respondent argues that Wagner's card was invalid because it was obtained by misrepresentation by Jackson regarding its purpose. I reject this argument. In *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 606-607 (1969), the Supreme Court, in considering the validity of authorization cards, held that "[e]mployees should be

On December 7, 2023, the Union filed its petition in Case 14-RC-331483 seeking to represent the Unit employees. (Jt. Exh. 1). That same day, a group of 10 Saint Ann store partners conducted a "March on the Boss" in which they presented Ledwon with a two-page letter addressed to Respondent's CEO Laxman Narasimhan (referred to as the "Dear Laxman" letter). (Jt. Exh. 5). The letter contained reasons why the partners were organizing, including issues with pay, staffing, scheduling, and training. The letter states, in relevant part:

> We hereby demand recognition of the Union as bargaining representative for all full-time and regular part-time baristas and shift supervisors employed by Starbucks at its [Saint Ann store]. The undersigned support the Union and constitute a majority of the employees at this facility. We demand that Starbucks immediately begin bargaining with the Union over terms and conditions of employment. Please advise us as to your availability to begin bargaining at [Clark's email address] as soon as possible.

The letter concluded "In solidarity" with the names of 10 store partners and "many others who wish to remain anonymous." (Jt. Exh. 5).[9]

5. Posting of Materials

bound by the clear language of what they sign unless that language is deliberately and clearly canceled by a union adherent with words calculated to direct the signer to disregard and forget the language above [their] signature." The Board has clarified that cards which seek both majority status and seek representation must, of necessity, express the intent to be represented by a particular labor organization. *Levi Strauss & Co.*, 172 NLRB 732, 733 (1968). Thus, "the fact that employees are told in the course of solicitation that an election is contemplated, or that a purpose of the card is to make an election possible, provides . . . insufficient basis in itself for vitiating unambiguously worded authorization cards on the theory of misrepresentation." Id. Absent evidence of such representation, inquiry into the subjective motives or understanding of the signatory to determine his or her intentions toward usage of the card is irrelevant. See *Sunrise Healthcare Corp.*, 320 NLRB 510, 524 (1995).

As set forth, the card Wagner and the others signed was an unambiguous, dual-purpose card. *Gissel*, 395 U.S. 606, 609. It could be used to demand recognition or to seek an election, and Wagner, when allowed to testify based on her recollection, as opposed to in response to leading questions, testified that Jackson referenced its use to hold an election. However, Wagner did not testify that Jackson told her the card would only be used for that purpose. Thus, the card is valid. See *Evergreen America Corp.*, 348 NLRB 178, (2006).

Following Wagner's testimony, Respondent's counsel sought to subpoena all the card signers to testify about the circumstances surrounding the signing of their cards. I asked what, if any, other evidence they had that would call into question the circumstances surrounding the signing of their cards suggesting misrepresentation or inducements. Counsel admitted they did not have any evidence. They stated that until the hearing Respondent did not know who the card signers were, and that because most of them were still current employees, it was perilous to question them. If Respondent had a good-faith doubt regarding the Union's majority support, Board law allows them to conduct a poll in accordance with *Struksnes Construction Co.*, 165 NLRB 1062 (1967). See *Gissel*, 395 U.S., at 608-610. Although it is unclear whether this option remains viable following *Cemex*. Nonetheless, and for the reasons I stated on the record, I concluded that there was an insufficient basis to further delay the hearing to subpoena the other card signers. I maintain that ruling.

[9] On December 21, 2023, Respondent refused to grant the Union's request for recognition by filing a petition in Case 14-RM-332374, which was then placed in abeyance. (Jt. Exhs. 2 and 7).

There is no evidence that partners at the Saint Ann store posted nonwork-related materials prior to the Union organizing effort.[10] The first evidence of this occurring was on December 2, 2023, when Victor posted an invitation to a Hannukah party she was hosting at her home. She posted it in the back of house, on the top right corner of the refrigerator/freezer door closest to the manager's desk.[11] At the time, the door also contained the partners' weekly work schedules and a sign-up sheet for those who wanted to work additional shifts over the holidays. (GC Exh. 11). Ledwon posted these documents.

On about December 5, Ledwon posted on that same door the sign-up sheet for the store's annual "Secret Siren" holiday gift exchange. (Tr. 144-145) (GC Exh. 12). The exchange has been held each year since Ledwon became the store manager. Those wanting to participate signed up with their name and the gift they wanted. Ledwon would then draw names, match up participants, and the participants would purchase the gift to give to their assigned person. The purchase was at the partners own expense, and Respondent made no financial contribution toward the exchange.[12]

On December 7, following the March on the Boss, Jackson posted a copy of the Dear Laxman letter on the same refrigerator/freezer doors as these other postings. Later that afternoon, when Victor arrived for work, the letter was no longer there. Victor posted another copy of the letter right below her Hannukah invitation. She then took a photograph of the entire door. (GC Exh. 10). Ledwon testified she removed multiple copies of the Dear Laxman letter from the refrigerator/freezer at issue. In its place, she posted a copy of Respondent's "Understanding Solicitation & Distribution Quick Reference Guide." (R. Exh. 14).

On December 8, Ledwon texted Chasteen asking her what she should do about the sign-up sheet for the Secret Siren gift exchange and the invitation to the Hannukah party posted on the refrigerator/freezer door. Chasteen instructed Ledwon to leave them up, stating "we are status quo." (R. Exh. 9). Chasteen testified that her understanding at the time was that once the Union's representation petition is filed, everything had to remain "frozen." Since the petition had been filed the day before, she believed Respondent was required to maintain the status quo, which meant anything

---

[10] Jackson testified the prior store manager had photos of her family on the side of the refrigerator/freezer closest to the manager's desk. (Tr. 283). If correct, these photos would have been facing the desk, as opposed to on the refrigerator/freezer doors where Respondent posted documents for partners to read. Additionally, Jackson's observation were at least 2.5 years prior to the events at issue, because they were before Ledwon was the store manager. Neither suggests Respondent allowed partners to post nonwork-related materials on the refrigerator/freezer doors at or around the time of the events at issue.

[11] According to Victor, on about December 2, 2023, she asked Ledwon where she could post the Hannukah invitation. Ledwon told her to post it on the refrigerator/freezer door closest to the manager's desk, because "that was kind of [the employees'] area" and that would be "a good place to put it." According to Victor, Ledwon also was present when she then posted the invitation. (Tr. 142-143). Ledwon denies this. She testified she was not asked for, and did not give, permission to post the invitation. (Tr. 412-413).

I credit Ledwon over Victor. I found Ledwon to have a more candid and straightforward demeanor in responding to questions than Victor. Along with demeanor, I also credit Ledwon's denial based on context. As stated, this was the first time a partner posted a nonwork-related item in the store. Ledwon and Chasteen both testified that Ledwon's usual practice when confronted with an issue for the first time is to contact Chasteen for guidance, which she did not do. It would have been an unexplained departure from that practice for her to give Victor permission on-the-spot, without first consulting with Chasteen. As discussed below, the first time Ledwon and Chasteen discussed the invitation was about a week later, after the Dear Laxman letter was posted.

[12] Although Ledwon could not recall when she first saw the Hannukah party invitation, presumably it would have been by about December 5, when she posted the Secret Siren sign-up sheet, which, according to the photos, was about six inches or less from the invitation.

that was posted had to remain up. Chasteen later discovered her understanding, at least as it related to the postings, was incorrect, and that consistent with Respondent's Soliciting/Distributing Notices policy, the invitation needed to be removed because it was nonwork related. (Tr. 386-389).

On about December 10, Victor posted on that same refrigerator/freezer door a document from the Board's website entitled, "Interfering with employees' rights (Section 7 and 8(a)(1))." (GC Exh. 13). It described employees' Section 7 rights and conduct that interfered with those rights. At the time she posted this document, the door contained the weekly work schedule, the sign-up sheet for shifts for the holidays, the sign-up sheet for the Secret Siren gift exchange, the Understanding Solicitation & Distribution Quick Reference Guide, and the invitation to the Hannukah party. According to the photographs in evidence, the invitation to the Hannukah party was removed on about December 11. The information Victor posted from the Board website was later taken down, along with the Hannukah party invitation. The invitation was removed by a shift supervisor.

At some point in December, barista Moriah Cassada posted a holiday card with a photo of her family on this same refrigerator/freezer door. (Tr. 263; 320). See testified she did not remember when Cassada first posted the card, but she thought it was sometime after the Dear Laxman letter. See initially testified the card was posted for "at least a couple weeks" but then testified she did not know for sure how long it was up. She later testified she believed it was up "at least a week." (Tr. 322). Ledwon confirmed that she saw Cassada's holiday card and removed it, because it did not comply with Respondent's Soliciting/Distributing Notices policy. Ledwon also recalled a second holiday card that was posted around this time. She removed that card as well for the same reason. She estimated the card was removed in less than a day. (Tr. 418).

6. Conversations Between Ledwon and Victor about Partner Postings

On December 11, 2023, Victor was in the back of house washing dishes when Ledwon came back. According to Victor, Ledwon stated that she did not know who had been posting the materials on the refrigerator/freezer door, but she did not want a divided store and took them down. (Tr. 146). Ledwon also stated that she had put up the Understanding Solicitation & Distribution Quick Reference Guide, so that partners were aware of the policy. (Tr. 150). According to Victor, Ledwon also stated during this conversation that as long as the postings stopped, they were good. But if it continued, she was "going to have to do something about it." (Tr. 146-147; 205-206).[13] Victor testified she interpreted Ledwon's statement as a threat because Respondent has surveillance cameras in the back of house, and Ledwon had, at some unidentified time in the past, mentioned to Victor that she had to review footage from the cameras to investigate another partner. Victor concluded from the combination of those statements that Ledwon may be implying that if the postings continued, she would look at the surveillance video from the back of house and whoever was posting the materials would get in trouble.

[13] See, who was in the general area at the time of this conversation, heard Ledwon tell Victor that she took the Dear Laxman letters down, but See did not recall what, if anything, else was said. (Tr. 322-323)

(Tr. 151-152). Ledwon denied making the "going to have to do something about it" statement, [14] but was not asked about the "divided store" comment. [15] (Tr. 423-424).

7. Statements about Recording Conversation

In late December 2023, Ledwon posted anti-Union materials on the doors to the refrigerators/freezers in the back of house. (GC Exh. 15). She received the materials from corporate and was directed to post them. On December 31, 2023, when Victor arrived for work, she saw and read the materials that Ledwon had posted. As Victor was reading, Ledwon came into the back of house. Victor looked upset, and Ledwon asked if she was okay. Victor responded she was not, and that she was upset by the materials that Ledwon had posted. Ledwon began discussing the effect unionizing has had at other stores and might have at the Saint Ann store. She stated that the partners should wait to see what happens with the contract negotiations at the other stores that unionized, to see what might happen. She further stated that once a store unionizes, the existing terms and conditions of employment must be maintained while the parties negotiate toward an agreement. She referred specifically to credit card tipping, and she suggested stores that unionized had to wait to receive those benefits until they negotiated a contract. As Ledwon spoke, Victor secretly used her cellphone to begin recording. Victor testified she began recording because she believed Lednow was making threats if partners unionized, and she wanted to have evidence of that. (Tr. 154-155). When Ledwon realized Victor was recording her, she told her to stop, stating she did not give her consent to record. Victor refused to stop recording. Ledwon referred to Respondent's Video Recording, Audio Recording and Photography policy, and accused Victor of violating it. They continued these exchanges until Ledwon ended the conversation and walked away.[16] The following day, Ledwon approached Victor in the back

[14] I again credit Ledwon. On cross-examination, Victor was presented with text message she sent to Clark and Jackson shortly after her conversation with Ledwon. (Tr. 193). In those messages, Victor discussed this conversation with Victor, which tell a very different story. The initial text reads, "Vicky talked to me this morning after she took down the NLRB thing. No threats or anything just that she's going to keep taking them down. So I guess that is a lost cause." (R. Exh. 2, pg. 7). Victor also texted that Ledwon stated that unionized stores are very divided, and she (Ledwon) did not want that to happen at the Saint Ann store. Finally, Victor texted that Ledwon "did not know who put the sign up but just wants everyone to know her taking it down isn't personal she's just trying to follow Starbucks policy because this is bigger than she is." (R. Exh. 2, pgs 7-8). Victor was asked to explain why she testified on direct examination that she viewed Lednow's statement as a threat, but she stated in her texts that there were no threats. Victor responded that "time and context changes things." (Tr. 193). She stated that the "combination of everything else makes it pretty clear" that it was a threat. (Tr. 193-194). Victor, however, failed to explain what else lead her to conclude that Lednow's alleged statements were threats. Additionally, on direct examination, Lednow testified that she and the others stopped posting materials in the back of house out of concern they would be disciplined. (Tr. 151-152). But, as noted, in her text message she stated that Lednow told her she would take the postings down, so Victor viewed continuing to post to be a "lost cause." It is these types of unexplained inconsistencies and contradictions, along with her general demeanor, that led me to conclude that Victor was not a credible witness.

[15] Ledwon was asked about, and did acknowledge, posting a letter to partners in the back of house a few days prior to the election, in which she wrote it "has felt like the union has divided our work family." (R. Exh. 12) (Tr. 420-421). There are no allegations in the Complaint regarding that letter.

[16] The recording and transcript of the December 31 conversation between Ledwon and Victor were both received into evidence. Their conversation, in relevant part, was as follows:

> Ledwon: I know everything have to be status quo so which can be two years ago is status quo so whatever the benefit at that time they have to lock it in at that time so you can see [unionized store]. those partners they don't get uh credit card tipping.
>
> …

of house and told her, "You can't record me and you were breaking policy." Victor apologized. No further action was taken against Victor. The record does not reflect that Victor spoke with anyone about either of these exchanges with Ledwon.

8. Subsequent Postings by Partners Removed

On around January 17, 2024, a partner at the Saint Ann store taped a handwritten sign that read, "Petition for 2nd Drink Shelf." There are several partners' signatures on the document. This was a petition to have another shelve installed in the back of house for partners to place items, including their own beverage cups. Ledwon later saw and texted Chasteen a photo of the petition. Chasteen responded an hour later instructing Ledwon to take the sign down. (R. Exh. 8). Ledwon then removed the sign.

9. Election and Results

The representation election was held on January 22, 2024. The Union lost 8 to 11, with no challenged ballots. (Jt. Exh. 2). On January 29, 2024, the Union filed objections surrounding the conduct of the election, which it subsequently amended. On September 13, 2024, the Regional Director dismissed both the RC and RM petitions, and she dismissed the Union's objections based on the Complaint seeking a *Cemex* remedial bargaining order. (Jt. Exhs. 7 and 8).[17]

LEGAL ANALYSIS

A. Section 8(a)(1) Allegations

The Complaint alleges that Respondent, through Ledwon, violated Section 8(a)(1) of the Act: (1) since about December 7, 2023, when she prohibited employees from posting literature about unions and employees' rights, and enforced Respondent's Soliciting/Distributing Notices policy selectively

Victor: Which was found to be illegal.
Ledwon: Because that's the status quo.
Victor: No. it's because Starbucks is breaking labor laws.
Ledwon: [speaking at the same times as Victor] Uh huh.
Victor: They have been sued and they have lost and now they should be getting credit card tipping cause you're not allowed to punish stores who have unionized.
Ledwon: That's not punishing [interrupted]
Victor: [speaking over Ledwon] It is punishment, Vicky.
Ledwon: Everything have to stay the same
[interrupted] Victor: No, that's not true.
…
Ledwon: Until, because, we need to negotiate, right? [interrupted]
Victor: [speaking at the same time as Ledwon] No.
Ledwon: [speaking at the same time as Victor] So
Victor: You're not supposed to negotiate things that make the stores better,
Ledwon: Uh huh.
Victor: which is why Starbucks is the worst labor law violator in modern day history.
Ledwon: Mhmm.
Victor: They have over two-hundred lawsuits. They have lost basically all of them for that exact thing because that is retaliation [interrupted]

[17] Both dismissals contained a right to request review with the Board. The record does not reflect whether any party filed a request.

and disparately against employees who formed, joined, or assisted the Union, and prohibited union solicitations and distributions while at the same time permitting nonunion solicitations and distributions; (2) on about December 11, 2023, when she threatened employees with unspecified reprisals if they engaged in union and/or protected concerted activities, and threatened employees that their union and/or protected concerted activities were causing division in the store; and (3) on about December 31, 2023, when she prohibited employees from recording a conversation under Respondent's Video Recording, Audio Recording and Photography policy.[18]

Section 8(a)(1) of the Act makes it an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their rights guaranteed by Section 7 of the Act. Section 7 of the Act affords employees the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

1. Removal of Postings and Selective Application of Soliciting/Distributing Notices Policy

The first allegations concern the posting and removal of materials from the refrigerator/freezer doors in the back of house. Section 7 affords employees the right to engage in union solicitation/distribution during non-work time and in non-work areas, absent a showing of "special circumstances" necessary for the employer to "maintain production or discipline." *Republic Aviation Corp. v. NLRB,* 324 U.S. 793, 797, 801, 805 (1945). An employer may not selectively or disparately enforce a facially permissible no-solicitation or no-distribution policy to prohibit the dissemination of union-related materials while allowing the same for other materials. See, *Intertape Polymer Corp*., 360 NLRB 957, 958 (2014); *Ozburn-Hessey Logistics, LLC*, 357 NLRB 1632, fn. 5, 1638 (2011).

The Board, however, draws a distinction between solicitation/distribution and posting, equating it to a comparison of "apples to oranges." *St. Francis Medical Ctr.*, 347 NLRB 368, 370 (2006). Unlike with solicitation/distribution, an employer may prohibit employees from posting materials anytime and anywhere in its facility, so long as it does not apply the ban in a discriminatory manner. See *Flamingo Hilton*, 330 NLRB 287, 293 (1999). Similarly, the Board has held that there is no statutory right of employees or a union to use an employer's bulletin board. *Honeywell, Inc*., 262 NLRB 1402 (1982), enfd. 722 F.2d 405 (1983). But if an employer allows its employees to post nonwork-related items on its bulletin boards, it cannot legally disallow employees from also posting union items. See also *Axelson, Inc*., 257 NLRB 576, 579 (1981); *Continental Kitchen Corp*., 246 NLRB 611, 613 (1979); *Vincent's Steak House, Inc*., 216 NLRB 647 (1975). As explained, the back of house at the Saint Ann store is a mixed-use area because it is where partners perform work and take their breaks, and the refrigerator/freezer doors are used as a bulletin board for management to post materials for partners to read.

The General Counsel argues that Ledwon violated Section 8(a)(1) when she began enforcing the Soliciting/Distributing Notices policy in response to the Union organizing effort, and that she selectively and disparately applied the policy to prohibit partners from posting the "Dear Laxman" letters, the "Interfering with employees' rights (Section 7 and 8(a)(1))" information, and the "Petition for a 2nd Shelf" sheet, while allowing partners to post the Hannukah party invitation, the two holiday cards, and the Secret Siren sign-up sheet. Respondent denies these allegations and contends it has

[18] The Complaint does not allege Respondent violated Sec. 8(a)(1) by implementing or maintaining either the Soliciting/Distributing Notices policy or the Video Recording, Audio Recording and Photography policy.

consistently and lawfully applied its Soliciting/Distributing Notices policy to prohibit partners from posting nonwork-related materials in the store.

As noted, there is no evidence that partners posted nonwork-related materials prior to the Union organizing effort. The first of the postings occurred in December 2023. I credit that except for the Hannukah party invitation and the Secret Siren sign-up sheet, Ledwon removed each of the postings promptly upon seeing them. The issue, therefore, is whether those two postings are sufficient to establish selective or disparate enforcement of Respondent's policy. I conclude the Secret Siren sign-up sheet is distinguishable. Respondent's policy bars partners from posting printed materials except when it is "related to a Starbucks-sponsored event or activity." It is unclear whether Ledwon, as a manager, is covered by the policy, but regardless I find the sign-up sheet is excepted because it relates to a Starbucks-sponsored event or activity. Although, as the General Counsel points out, Respondent does not contribute financially to the gift exchange, and partners must purchase the gift they give using their own money, the exchange has been organized and run by Ledwon for Saint Ann store partners every year since she became the store manager in 2021.

That leaves the Hannukah party invitation. Ledwon could not recall when she first saw the invitation. On December 8, the day after the Dear Laxman letter was posted, Ledwon asked Chasteen whether to remove the Hannukah party invitation, along with the other materials. Chasteen told her that Respondent was required to keep it posted because the store was obligated to maintain the status quo once the Union filed its representation petition, which Chasteen later learned was incorrect. The result is that the invitation remained up from December 2 to December 11.

The Board has repeatedly held that single or isolated deviations from an otherwise consistently applied policy is insufficient to establish a violation for selective or disparate enforcement. See generally, *Wal-Mart Stores, Inc*., 350 NLRB 879, 881 (2007); *Avondale Industries*, 329 NLRB 1064, 1231 (1999); *Summitville Tiles, Inc*., 300 NLRB 64 (1990); *Albertsons, Inc.*, 289 NLRB 177, 178 fn. 5 (1988); *Kendall Co.*, 267 NLRB 963, 965 (1983); and *Uniflite, Inc*., 233 NLRB 1108, 1111 (1977). As stated, the General Counsel presented no other examples prior to or during the organizing campaign of Respondent allowing a partner to post nonwork-related materials anywhere in the store.

The General Counsel next argues Respondent violated Section 8(a)(1) when Ledwon discriminatorily enforced the Soliciting/Distributing Notices policy by removing the Union materials or information about employees' statutory rights and replacing them with anti-Union materials. Section 8(c) of the Act permits an employer and its agents to express their views or opinions on unionization, as long as they do not contain proscribed threats or promises. *NLRB v. Gissel Packing Co*., 395 U.S. 575, 618-619 (1969); *Summitville Tiles*, supra at 66.[19] Absent evidence that a union does not have sufficient means to communicate with employees, an employer is under no obligation to permit employees to use its "bulletin boards" to post union materials or literature, even where the employer uses the same "bulletin boards" to post its own anti-union materials or literature. See *NLRB v. Steelworkers (Nutone, Inc*.), 357 U.S. 357, 363-364 (1958). *Fairfax Hospital*, 310 NLRB 299, 299 fn. 3, 312 (1993), enfd. 14 F.3d 594 (4th Cir. 1993). See also *St. Francis Hospital*, supra at 835; *Honeywell, Inc*. supra at 1402. Here, there is no dispute that Ledwon posted the anti-Union materials on the refrigerator/freezer doors, and she did so at the direction of Respondent's corporate office.

[19] There is no allegation in the Complaint, or argument from the General Counsel, that any of the anti-Union materials Ledwon posted contained proscribed threats or promises.

Based on the foregoing, I conclude the General Counsel failed to establish that Respondent violated Section 8(a)(1) when it, through Ledwon, enforced its Soliciting/Distributing Notices policy and prohibited partners from posting Union materials and information about employees' statutory rights. I, therefore, recommend dismissing these allegations.

2. Threats

The next allegation concerns the conversation between Ledwon and Victor on December 11, 2023, in the back of house, in which Ledwon allegedly made threats about employees' union and/or protected concerted activities. The Board's standard for analyzing statements alleged to violate Section 8(a)(1) is whether it has a reasonable tendency to coerce employees in the exercise of their Section 7 rights, regardless of the employer's intent. *KSM Industries, Inc*., 336 NLRB 133, 133 (2001). The Board considers the totality of the circumstances surrounding the alleged threat from the viewpoint of its impact on an employees' exercise of their rights under the Act. Id. See also *American Tissue Corp*., 336 NLRB 435, 441-442 (2001). Whether the employee changes their behavior in response to the statement is not dispositive, nor is the employee's subjective interpretation of the statement. See *Boar's Head Provisions Co.*, 370 NLRB No. 124, slip op. at 16 (2021); *Sunnyside Home Care Project*, 308 NLRB 346, 346 fn. 1 (1992).

The General Counsel argues that during this conversation Ledwon threatened Victor and the other partners regarding their posting of the union and related materials on the refrigerator/freezer door. Ledwon acknowledged that she had removed the materials because she did not want the store to be divided, and she later stated things would be fine if the postings stopped, but if they continued, she was "going to have to do something about it." As stated, I do not credit Victor. However, I will analyze the allegations.

The General Counsel first contends the statement about the posting activity causing division in the store would reasonably tend to interfere with, restrain, or coerce employees in engaging in Section 7 activity, and cites to *Westwood Health Care Ctr.*, 330 NLRB 995 (2000); *Sea Breeze Health Care Ctr*., 331 NLRB 1131, 1132 (2000); and *HarperCollins San Francisco v. NLRB*, 79 F.3d 1324, 1330 (2d Cir. 1996) for support. After reviewing these cases, I find they are distinguishable. Each involved employer statements, in the context of other violations, indicating that employees who supported the union had exhibited disloyalty or betrayed the employer's trust, and there were express or implied statements that such behavior could result in adverse consequences. No such statements -- express or implied -- were made here. According to Victor's text messages to Clark and Jackson following her conversation with Ledwon, which I credit over her testimony, Victor reported that Ledwon commented that the partners at the unionized stores were very divided. There is no evidence of what, if anything, else she stated to explain or expound on that comment.

The General Counsel next argues Ledwon threatened Victor with unspecified reprisals when she stated things would be fine if the postings stopped, but if they continued, she was "going to have to do something about it." I reject this argument. In reviewing the totality of the circumstances, the entire context of this exchange is Ledwon's removal of the materials posted on the refrigerator/freezer door, and the only action Ledwon mentioned was removing and continuing to remove the postings. Victor testified that she believed that Ledwon's statement was a threat to review footage from the surveillance cameras in the back of house to determine who was posting the materials and to then act against them. Victor, however, offered nothing Ledwon allegedly said or did during this conversation to support her conclusion, and I find none. Ledwon was stating that if the postings continued, she would continue to remove them. Although the Board applies an objective standard, it is telling that

Victor texted Clark and Jackson following her conversation with Ledwon reporting that, "Vicky talked to me this morning after she took down the NLRB thing. No threats or anything just that she's going to keep taking them down. So I guess that is a lost cause." Victor also texted Clark and Jackson that Ledwon said, "she did not know who put the sign up but just wants everyone to know her taking it down isn't personal she's just trying to follow Starbucks policy because this is bigger than she is."

Finally, I conclude that assuming arguendo Ledwon had threatened to discipline Victor and any other partner who continued to post materials on the refrigerator/freezer doors, such a threat would not violate the Act, because, as stated, an employer is not required to permit employees to post materials on its "bulletin Boards" if it has and consistently enforces a rule or policy prohibiting all nonwork-related postings. As explained, based on the evidence presented, I find Respondent has and consistently enforced its policy against such postings.

As a result, based on the evidence presented, I conclude the General Counsel failed to establish that Respondent violated Section 8(a)(1) by Ledwon's statements. I, therefore, recommend dismissing these allegations as well.

3. *Prohibition on Recording Conversation under Respondent's No Recording Policy*

The final allegation concerns the conversation between Ledwon and Victor on December 31, 2023, in which Ledwon prohibited Victor from using her cellphone to record her, stating that Respondent's Video Recording, Audio Recording and Photography policy prohibits Victor from recording without Ledwon's consent. An employer violates Section 8(a)(1) when it applies its facially neutral rules in "a manner that restrict protected Section 7 activity." *Starbucks Corp.*, 372 NLRB No. 50, slip op. at 5 (2023). Audio and video recordings are protected by Section 7 if employees are acting in concert for their mutual aid and protection and no overriding employer interest is present. *Whole Foods Market, Inc.*, 363 NLRB 800, 802 (2015), enfd. 691 Fed. Appx. 49 (2nd Cir. 2017). The Board has held that "any act of recording by a single employee that forms part of, or is undertaken in furtherance of, a course of group action constitutes concerted activity within the meaning of Sec. 7." Id. at fn. 9. Such activity may include, for example, documenting and publicizing discussions about terms and conditions of employment, documenting inconsistent application of employer rules, or recording evidence to preserve it for later use in administrative or judicial forums in employment-related actions. Id., citing *White Oak Manor*, 353 NLRB 795, 795 fn. 2 (2009), reaffirmed and incorporated by reference at 355 NLRB 1280 (2010). Also, such recordings are protected concerted activity when they are made to document meetings or conversations held by an employer regarding unionization and to collect and compare information a union needs to respond to regarding arguments advanced by the employer about unionization. See *ADT, LLC*, 369 NLRB No. 23, slip op. at 1 fn. 3, 7-8 (2020).

The General Counsel argues that Ledwon's invocation of Respondent's Video Recording, Audio Recording and Photography policy to prohibit Victor from recording their conversation without her consent violated Section 8(a)(1). The argument is that Victor was engaged in protected concerted activity when she recorded the conversation because she was attempting to document and preserve for later use what Ledwon was saying, because she was discussing the organizing effort at the Saint Ann Store, the organizing efforts at other stores, the effect it was having on their benefits, and her opinions on whether and when employees at the Saint Ann store should unionize.[20] And Respondent failed to

[20] Aside from her comments about recording their conversation, the Complaint does not allege any of the statements Ledwon made during her exchange with Victor on December 31 violated Sec. 8(a)(1).

identify an overriding interest in prohibiting Victor from recording their conversation over topics that related to partners' union and protected concerted activities.

Respondent contends this allegation fails because Ledwon did not prohibit Victor from recording the conversation. She asked Victor if she was recording, told her she could not record without her consent under Respondent's policy, and then told her stop. When Victor refused, Ledwon stated that was the end of the conversation and walked away. Victor was not disciplined or threatened with discipline for recording the conversation. Nor is there any evidence Ledwon asked Victor to stop recording based on the content of the conversation.

In reviewing the evidence, I conclude Victor's recording of the meeting with Ledwon was protected activity because Ledwon was, as stated, commenting about the organizing effort and its potential effect on partners' terms and conditions of employment, and she wanted to collect and preserve that evidence of potential violations for future use, as well as to present it to the Union for it to respond to Ledwon's statements regarding the claimed effect unionization would have on partners' terms and conditions of employment. Contrary to Respondent's claims, I conclude Ledwon prohibited Victor from engaging in this protected conduct, citing to Respondent's policy, which does not provide a safe harbor for employees, like Victor, from engaging in this type of protected activity. Additionally, Ledwon followed up the next day to again tell Victor that recording her without her consent violated company policy. These statements sufficiently conveyed that this type of protected recording was broadly prohibited.

For these reasons, I conclude that Respondent violated Section 8(a)(1) when Ledwon prohibited Victor from recording their conversation in which Ledwon was discussing the organizing effort and its potential effect on employees' terms and conditions of employment by asserting such recording violated Respondent's Video Recording, Audio Recording and Photography policy.

B. Section 8(a)(5) Allegations and Remedial Bargaining Order

The final allegation is that Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit employees after it was designated as such through authorization cards signed by a majority of those employees and then by engaging in serious and substantial unfair labor practices.

In *Cemex Construction Materials Pacific, LLC*, 372 NLRB No. 130 (2023), the Board adopted a new standard for determining whether a bargaining order is appropriate. Under the new standard, an employer violates Section 8(a)(5) and (1) of the Act by refusing to recognize, upon request, a representative designated for the purposes of collective bargaining, within the meaning of Section 9(a), by a majority of employees in an appropriate unit, unless the employer promptly files a petition pursuant to Section 9(c)(1)(B) (an RM petition), or unless the union files a petition pursuant to Section 9(c)(1)(A) (an RC petition). An employer may lawfully test the union's claim of majority support and/or challenge the appropriateness of the unit by filing its own RM petition or may await the processing of an RC petition filed by the union. However, if, during the pendency of such a petition, the employer commits an unfair labor practice that requires setting aside the election under the Board's extant standards, the petition (whether filed by the employer or the union) will be dismissed. In that situation, the Board will instead rely on the prior designation of a representative by the majority of employees by nonelection means, as expressly permitted by Section 9(a), and will issue an order requiring the employer to recognize and bargain with the union from the date that the union requested recognition from the employer. Id., slip op. at 25-26.

As for this final factor, the Board held that even a single violation of the Act by an employer during the critical period that interferes with employee free choice and undermines the reliability of an election will result in a remedial bargaining order. See *Cemex*, supra slip op. at 26 fn. 142 and at 35 fn.188. The underlying rationale is that "if the employer commits unfair labor practices that invalidate the election, then the election necessarily fails to reflect the uncoerced choice of a majority of employees. In that situation, the Board will, instead, rely on the prior designation of a representative by the majority of employees by nonelection means, as expressly permitted by Section 9(a), and will issue an order requiring the employer to recognize and bargain with the union, from the date that the union demanded recognition from the employer." Id. at 26.

Under Board law, violations of Section 8(a)(1) during the critical period is, a fortiori, conduct which interferes with employee free choice and undermines the reliability of an election, unless the "violations … are so minimal or isolated that it is virtually impossible to conclude that the misconduct could have affected the election results." *Longs Drug Stores California*, 347 NLRB 500, 502 (2006). See also *Clark Equipment Co*., 278 NLRB 498, 505 (1986)); *Super Thrift Markets*, Inc., 233 NLRB 409, 409 (1977). In making this determination, the Board considers several factors, including: the number of violations, their severity, the extent of the dissemination, the size of the unit, the closeness of the election, the proximity of the conduct to the election date, and the number of unit employees affected. See *Bon Appetit Management Co*., 334 NLRB 1042, 1044 (2001). See also *Iris USA, Inc*., 336 NLRB 1013,1013 (2001)

In applying these factors, I conclude that Ledwon prohibiting Victor from recording their December 31 conversation was both isolated and minimal. As explained, this was a single, non-severe violation, which occurred during a one-on-one conversation involving the store manager and a vocal Union supporter, for which there is no evidence of dissemination to any other partner at any time in the three weeks prior to the election.[21] Granted, this was a close election in a relatively small unit. But, without more, I conclude it is virtually impossible to conclude the violation could have affected the election results.

As a result, I conclude the General Counsel has failed to establish a violation of Section 8(a)(5) and (1) of the Act. I, therefore, recommend dismissing the allegation and the related demand for a remedial bargaining order.

I. CONCLUSIONS OF LAW

1. Starbucks Corporation ("Respondent") is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Chicago and Midwest Reginal Joint Board of Workers United/Service Employees International Union ("Union") is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) of the Act on about December 31, 2023, when Store Manager Vicky Ledwon prohibited employees from recording conversations with her discussing the union organizing effort and its potential effect on employees' terms and conditions of employment by asserting such recording violates Respondent' s Video Recording, Audio Recording and Photography policy

[21] Dissemination must be established and is not presumed. *Crown Bolt, Inc.*, 343 NLRB 776, 778-779 (2004).

4. The above unfair labor practice affects commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent engaged in an unfair labor practice, I shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Respondent also shall also post the attached notice at its Saint Ann, Missouri store in accordance with *J. Picini Flooring*, 356 NLRB 11 (2010), and *Durham School Services*, 360 NLRB 694 (2014). In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means.[22]

ORDER[23]

The Respondent, its officers, agents, successor, and assigns, shall:

1. Cease and desist from

(a) By prohibiting employees from recording conversations with management while the manager is discussing the union organizing effort and its potential effect on employees' terms and conditions of employment by asserting such recording violates Respondent's Video Recording, Audio Recording and Photography policy.

(b) In any like or related manner interfering with, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Post at its Saint Ann, Missouri store copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by an authorized representative of Respondent, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If Respondent has gone out of business or closed the facility involved in these proceedings,

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

[23] 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."

Respondent shall duplicate and mail a copy of the notice to all current employees and former employees employed by Respondent at any time since December 7, 2023.[24]

(b) Within 21 days after service by the Region, file with the Regional Director for Region 14 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Dated, Washington, D.C. March 17, 2025

Andrew S. Gollin
Administrative Law Judge

[24] If the facilities involved in these proceedings are open and staffed by a substantial complement of employees, the notice must be posted and read within 14 days after service by the Region. If the facilities involved in these proceedings are closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted and read within 14 days after the facilities reopen 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 must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]."

NOTICE TO EMPLOYEES

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

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

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

WE WILL NOT prohibit employees from recording conversations with management while the manager is discussing the union organizing effort and its potential effect on employees' terms and conditions of employment by asserting such recording violates Respondent's Video Recording, Audio Recording and Photography policy.

WE WILL NOT in any like or related manner interfering with, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL allow employees to record conversations with management in which the manager is discussing the union organizing effort and its potential effect on employees' terms and conditions of employment.

STARBUCKS CORPORATION

_____

(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

1222 Spruce Street, Room 8.302, St. Louis, MO 63103-2829

(314) 539-7770, Hours: 8:00 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/14-CA-334485 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 (314)449-7493