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

BOOKHOLDERS, LLC

and

RILEY DEHORITY — Case 05-CA-303788
An Individual

and

HANNAH STEINCAMP — Case 05-CA-304595
An Individual

and

ANNA PLETCH — Case 05-CA-304623
An Individual

Kevin P. Hendley, Esq.
for the General Counsel.
Stephen M. Silvestri and Blaine Taylor, Esqs. (Jackson Lewis, P.C., Baltimore, Maryland)
for the Respondent.
Grace Anzalone, Esq. (Murphy Anderson, PLLC, Washington, D.C.)
for the Charging Parties.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Richmond, Virginia on January 28, 2025. The 3 Charging Parties filed charges on September 19 and October 4, 2022, respectively. The General Counsel issued the complaint on September 26, 2024. The General Counsel alleges that Respondent violated Section 8(a)(1) of the Act by:

Discharging Charging Party Riley Dehority on July 9, 2022.
Maintaining unlawful rules.

Requiring employees to submit any dispute to arbitration and prohibiting employees from seeking redress in any court or forum.[1]

Jurisdiction

Respondent operates a used bookstore in Blacksburg, Virginia. In the 12 months prior to August 31, 2024, it derived gross revenues in excess of $500,000. During this period, Respondent sold and shipped goods valued in excess of $5,000 directly to points outside of Virginia. Respondent is an employer within the meaning of the Act.

Statement of facts[2]

Respondent's business is primarily taking used textbooks on consignment from one student and selling them to another student. It also distributes Hostess products and sells or distributes other items, such as Virginia Tech paraphernalia. Respondent appears to be a 1-person operation run by John Verde. In addition to the store in this case, located near the Virginia Tech campus, he has stores in Richmond and Towsend, Maryland. However, he spends 90% of his time at the Blacksburg store.

In operating his Blacksburg business, Verde employs many students. This allows him to pay 85% of the Virginia minimum wage. He is also allowed to pay employees in their training period 75% of the Virginia minimum wage. In 2022, employees started earning $9 per hour instead of the $11 state minimum wage.

Riley Dehority worked for Respondent at the Blacksburg store from May 23, 2022, until John Verde terminated her on July 9, 2022. Upon hiring, Dehority was required to sign an employee arbitration agreement, G.C. Exh. 2. That agreement stated that arbitration would be the exclusive means of resolving any dispute arising out of her employment and that no other action could be brought by employees in any court or forum. Dehority was hired at $9 per hour and never received a wage increase.

Dehority testified that on her first day at work and on subsequent occasions, she discussed with Verde the fact that she was being hired at less than the Virginia minimum wage, Tr. 88. Verde denied that Dehority asked him questions about the rate of pay, Tr. 28. At Tr. 184, Verde testified that the only employee to question their pay rate was Anna Pletch and that

[1] The General Counsel withdrew the following allegations on March 24, 2025:

Engaging in surveillance of employees to observe their concerted activities.

Creating the impression of such surveillance.

Interfering with or preventing employees from engaging in protected concerted activity.

Calling Charging Party Dehority on July 5, 2022, and instructing her to perform unnecessary work in an unusual manner.

Removing employee Bianca David from Respondent's employee messaging system in retaliation for her protected concerted complaints about wages.

[2] I have read and considered the post-trial briefs filed by the General Counsel and Respondent.

he did not believe anyone else did so. I deem who is being truthful in this instance to be relatively unimportant because I infer a direct connection between Dehority's discharge on July 9, Pletch's resignation on July 7 and Verde's observation of Dehority talking to Pletch and other employees on July 5.

The Blacksburg store was under constant video surveillance. The store cameras did not have audio capability. Employees were aware of the cameras, and that John Verde spent some time watching the video feeds, Tr. 79-80. On July 5, 2022, Verde, who was in Maryland, observed Dehority on camera. The video introduced at hearing R. Exhs 2a and 2b show Dehority for slightly less than 9 minutes. However, Respondent recorded Dehority for longer than that. There is a gap in the videos that has not been satisfactorily explained.

Respondent's cameras retain video for about 60 days. In the videos R-Exh 2 a and b, Dehority is seen standing at the customer service counter talking to Anna Pletch and another employee named Heather. Pletch and Heather were performing their work duties at least for part of the recorded video time; Dehority was not. Verde called Dehority on the phone and told her to get to work; she did so.[3]

On July 7, Anna Pletch informed Verde that she had found another job and that she was resigning due to Respondent's failure to adequately compensate her, G.C. Exh. 8, Tr. 139-141. Contrary to the General Counsel's brief at page 10, the record only contains evidence that Verde complained to Pletch that she let Dehority and other employees take pictures of the computer, not that Pletch said Verde complained that Pletch allowed Dehority to take pictures of timesheets, Tr. 140-41, 164. Verde denied discussing employees photographing computer screens with Pletch or anyone else, Tr. 188-89, 221. Neither Dehority nor Pletch testified that Dehority was taking photographs, both testified that other employees were photographing their timesheets, Tr. 96-98, 137. Respondent's video exhibits do not show Dehority taking photographs. However, those exhibits contain a gap in which Dehority's activities are not recorded.

I watched R. Exhs. 2a and 2b, Respondent's video from July 5 several times. The videos show Pletch with what appears to be an I-phone, photographing something and then holding it to her ear, while talking to Dehority. At the end of R. Exh. 2a, employee Kate Jorgensen enters the video, while Dehority is present, pulls out an I-phone, approaches the computer and appears to take a photograph. [1] At about 6:20-6:21 of R-Exh-2a, Heather appears to be photographing something in front of her with an I-phone.

There is a time period between R. Exhs 2a and 2b that was either not preserved, deleted, or simply not introduced or produced pursuant to the General Counsel's subpoena, Tr. 198-202.[4]

[3] Pletch testified that Dehority was encouraging her to file a complaint with VADOLI. There is no evidence, however, that Verde could hear what they were discussing.

[4] Verde testified that he preserved the videos on or about July 9, 2022. He testified that he preserved only the portion he used for his evaluation of Dehority, Tr. 200. He recognized the significance of the video evidence before it would have been automatically deleted, Tr. 235. Verde either did not preserve, deleted, or failed to produce material evidence. Dehority is visible at the end of exhibit R-2a and throughout R-2b. From this I conclude that she would be visible in a video for the period that is missing between the 2 segments of video.

This time period may be very significant in that in may show more of what Pletch and Heather and Jorgenson, the latter of whom do not appear to have any business reasons for using their I-phones in this location, were doing. In R. Exh 2b, Dehority is standing behind Heather talking to her for a while. Respondent has not provided a satisfactory explanation for its failure to produce the video of the entire time Dehority was at the computer station. From this, I draw an adverse inference that the entire video, particularly the gap would show more clearly what Pletch, Jorgenson and maybe others were doing with their phones, and that the gap would show them taking photographs of the computer area.[5] Such evidence would be adverse to Respondent in that Jorgensen, at least, had no business reason for photographing the computer area. Employees were able to access their timesheets from these computers, Tr. 199. Further, I glean that viewing all the relevant video from July 5, would have led Verde to conclude that there was a relationship between Pletch's abrupt resignation and Dehority's conduct at the customer counter on July 5.

John Verde testified that Pletch was holding a store phone and that the video shows Pletch checking on book values and Heather processing orders, Tr. 195-199.[6] Verde testified to the business reasons for Pletch, as head clerk, to take photographs with her cell phone Tr. 177-78. He also testified that there was normally no business reason for other clerks to take any photos with a cell phone. From the videos, I find that Verde knew that Pletch and Jorgensen and Heather were photographing the computer area in Dehority's presence. He also knew that neither Jorgenson nor Heather had any business reason to do so.

There is no evidence from either side as to why Verde would be concerned with Pletch photographing the computer. However, if Verde thought Pletch was taking photographs of the computer for business reasons, he would have no reason to chastise Pletch for letting Dehority photograph the computer. I credit Pletch's testimony that on July 5, she photographed her timesheets at Dehority's suggestion, Tr. 136-137.

On July 9, 2022, Verde terminated Dehority's employment via email, G.C. Exh. 9. Until she received this email, Dehority was expecting to continue working for Respondent. As of July 9, Verde was aware that Anna Pletch had resigned due to issues with compensation. Verde's testimony also indicates that he had other conversations with Pletch about the minimum wage, Tr. 184-85.

On July 5, Verde watched Dehority speak to Pletch, Heather and Jorgensen. I conclude that he drew a connection between Dehority's conversation with Pletch on July 5 and Pletch's resignation on July 7. I find that his decision to terminate Dehority was motivated by his knowledge or suspicion that Pletch's resignation was related to her July 5 conversation with Dehority. I also find that he knew or suspected that the July 5 conversation between Pletch and Dehority was about employees' wages. I infer that in discharging Dehority, Verde was motivated also by a desire to prevent Dehority from further influencing employees regarding their wages.

Verde testified that after reviewing the videos of July 5, he decided to terminate Dehority. I discredit his testimony and conclude that he decided to fire Dehority after Pletch resigned. The

[5] See the General Counsel's post-trial brief at page 17, fn. 4.

videos would have provided him no more basis for discharging Dehority than his real time observation of her. If he was discharging Dehority for not performing her duties on July 5, I find that he would have done so immediately.

Verde testified that Dehority may have violated company rule 13. "Any slacking off or not devoting full time to the project given will not be tolerated. These include using cell phones or having (sic) a private conversation that impedes work. This will be grounds for dismissal." If Verde thought Dehority violated this rule in a manner worthy to merit her discharge, he had all the information he needed to discharge her on July 5. There is no evidence that Dehority engaged in any other misconduct while working for Respondent.

On July 12, 2022, Dehority went to the Blacksburg store and asked Verde to reconsider terminating her and dock her pay instead. He refused. The only evidence Respondent produced at hearing regarding the termination of any other employee concerned an employe who was terminated in 2020 from the Bookholders store in Richmond. That employee failed to complete her duties and repeatedly did not show up to work, R. Exh. 4. As a result, I find that Respondent had prior to July 9, 2022, never terminated any employee for reasons similar to those for which it terminated Dehority. Moreover, the discharge of the Richmond employee establishes that Respondent did not have a practice or policy of discharging an employee for a first-time single offense.

On July 13, 2002, Verde sent Dehority a letter threatening to sue her if she did not withdraw a complaint she had filed with the Virginia Department of Labor and Industry about her wages, G.C. Exh. 10. His letter asserted that the sole means of resolving her claim was via the employee arbitration agreement she signed when hired. There is no non-hearsay evidence that establishes when Ms. Dehority filed a complaint with VADOLI or when Verde became aware of Dehority's complaint to VADOLI, but it was obviously before July 13. Fairly reliable hearsay evidence indicates that VADOLI may have contacted Verde by July 6, G.C.Exh.-13, pp 7-8, 9-10.[7]

Verde sent similar letters to Anna Pletch and Hannah Steincamp on August 2, 2022.[8] Both had signed an employee arbitration agreement when Bookholders hired them, G.C. Exhs. 3 & 4.

Pletch worked for Respondent from January 2022 until July 7, 2022, when she resigned. At the end of her tenure, Pletch was the head clerk at the Blacksburg store. She had greater responsibilities than other employees and was paid more.

[7] GC Exh. 13 consists of text message on a web-messaging application called Clerk Gang. There is no evidence that John Verde had access to this application or was aware of the content of messages exchanged on this application by employees. Respondent maintained an application called Group Me for business-related communications.

[8] Paragraph 14 of the General Counsel's subpoena requested "documents regarding communications between the Virginia Department of Labor and Industry and any Respondent supervisor or agent regarding wage and hour claims between Jun 27, 2020, and June 27, 2023." While the record contains evidence as to when VADOLI contacted Respondent about Steincamp, there is no such evidence regarding Dehority, other than G.C. 10, Verde's July 13, 2022, email.

Pletch was off work from May 15-June 27, 2022. On June 23, Pletch emailed Verde, telling him she could work 40 hours a week and inquired about her hourly wage, G.C. Ex. 19. On July 7, Pletch informed Verde that she had found a job elsewhere. She testified that Verde became very upset.

Pletch sent Verde an email afterwards in which she said she was resigning due to his failure to adequately compensate her. Verde responded to Pletch in an email, G.C. Exh. 8, expressing his displeasure. In that email he stated, "You've lost any recommendation with the no notice, no show at Bookholders. Any state or federal job you apply will send the request for your record (even if you don't list it on your resume, they will find it by your W2) and will report a no show, notice which could damage your ability to get the job you want."

Pletch testified that Verde refused to give her the last paycheck unless she signed a separation agreement. He then mailed the paycheck to her with a no trespass order. Verde did not contradict this testimony. I thus credit it.

On August 2, 2022, the Virginia Department of Labor and Industry informed Verde that he violated the state wage law and owed Steincamp $4.36 and would be assessed a $400 civil penalty, G.C. Exh. 2. Prior to this, VDOLI had notified Verde on January 22, 2022, that he owed Anne Gilbody $713, and that Respondent was being assessed a $700 civil penalty.

Analysis

Mandatory Arbitration/allegedly illegal rules

Respondent's mandatory arbitration agreement is illegal, *U-Haul Co. of California,* 347 NLRB 375, 378 fn.10 (2006), enfd. 255 Fed. Appx. 527 (D.C. Cir. 2007). On its face the agreement extends to the filing of unfair labor practice charges.

> This arbitration shall be the exclusive means of resolving any dispute arising out of employment or termination from employment by Employer or You, and no other action can be brought by employees in any court or forum.

The agreement does not contain an exception for filing and pursuing an unfair labor practice charge. Contrary to Respondent's suggestion, an arbitration agreement need not explicitly forbid the filing of unfair labor practice charges to violate the Act. *CBRE, Inc.,* No. 152. slip op. at 3 (2019); *Prime Healthcare Paradise Valley,* 368 NLRB No. 10, slip op. at 6-7 (2019). Moreover, Respondent in this case took action to enforce the terms of its arbitration agreements. A reasonable employee would likely be deterred from filing an unfair labor practice charge by the terms of the agreement and Respondent's history of attempting to enforce it in other contexts. Although the charging parties no longer worked for Respondent when Verde took steps to enforce the arbitration agreement, the agreement coerced and coerces the employees who remain.

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Respondent's arbitration agreements are overbroad and illegal under either the test in *Boeing* or *Stericycle.* [9]

Respondent's Rule # 20 (G.C. Exh. 5) violates Section 8(a)(1) of the Act.

Respondent's employee rule # 20 provides:

> Social media groups (including two or more employees) must be approved. Any creation or joining of unauthorized groups is strictly prohibited.

Any rule that requires employees to obtain their employer's permission before engaging in protected conduct during non-work areas and during non-work time, as does Rule 20, violates Section 8(a)(1), *Brunswick Corp.*, 282 NLRB 794, 795 (1987). The mere existence of such an overly broad rule tends to restrain and interfere with employees' Section 7 rights even if the rule is not enforced.

Respondent submits that Rule 20, read with appropriate context, simply suggests that employees are not allowed to create social media groups that speak on the company's behalf. I reject this argument because that is not what the rule states on its face. An employee, acting reasonably, would be inhibited from joining any non-approved social media group by this rule. I find that Rule 20 violates the Act under either the *Stericycle* or *Boeing* tests.

Respondent's rule 14 (G.C. Exh. 5) does not violate the Act

Rule 14 states: Communication with your manager at Bookholders about all problems and questions is required for success at Bookholders.

Rule 14 does not state or suggest that an employee is prohibited from discussing problems and questions with other employees or anyone else other than their manager. Respondent's rules do not reasonably suggest that an employee may be subject to discipline if they fail to discuss problems with their manager or ask the manager questions. I find that Rule 14 does not violate the Act under either the *Stericycle* or *Boeing* tests.

Discharge of Riley Dehority

In order to establish a violation of Section 8(a) (3) and/or (1), the Board generally requires the General Counsel to make an initial showing sufficient to support an inference that the alleged discriminatee's protected conduct was a 'motivating factor' in the employer's decision. Then the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of protected conduct, *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 889 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393, 399-403 (1983); *American Gardens Management Co.*, 338 NLRB 644 (2002); *General Motors*, 369 NLRB No. 127 (2022).

[9] *Boeing* 365 No. 154 (2017); Stericycle, 372 NLRB No. 113 (2023).

This burden normally requires that the General Counsel establish that the discriminatee engaged in protected concerted activity, that the Respondent was aware of the activity and its concerted nature, that Respondent bore animus towards the discriminatee as a result of this awareness and was motivated by this animus in discharging or otherwise discriminating against the employee.

The record is replete with evidence of Dehority's protected concerted activity, such as the messages in a chat group, Clerk Gang and Respondent's July 5 videos. However, there is no direct evidence, which I have credited, that John Verde was aware of any of this activity, and/or that it constituted protected concerted activity, prior to receiving notices from the VADOLI in August 2022.

There is no question, but that Riley Dehority engaged in protected concerted activity by discussing wage concerns with other employees. The Clerk Gang texts establish that. As to the element of knowledge, John Verde was well aware that employee compensation was a concern of several employees, not just Dehority, by the time he discharged Dehority on July 9. I infer that he was aware of, or suspected that Dehority and Pletch had discussed employee wage issues when Pletch resigned on July 7. The Board and courts have long held that the knowledge element of the General Counsel's burden is satisfied by evidence sufficient to show that the Respondent suspected that the discriminatee's activities were protected and concerted, *Respond First Aid*, 299 NLRB 167, 169 fn. 13 (1990) enfd. mem. sub nom NLRB v Pouffe & Stuff, Inc., 940 F. 2d 661 (6th Cir. 1991).[10] I also infer that Verde was motivated by animus towards this activity in discharging Dehority on July 9 and threatening all 3 discriminatees with a lawsuit.

I find that the reason that Verde gives for discharging Riley Dehority is pretextual[11]. If a respondent's reasons are pretextual--either false or not actually relied on--the respondent fails by definition to meet its burden of showing it would have taken the action for those reasons absent the protected or union activity. See *Pro-Spec Painting, Inc.*, 339 NLRB 946, 949 (2003). Moreover, a showing of pretext also supports the initial showing of animus and discrimination. See *Wright Line*, supra, 251 NLRB at 1088 n. 12, citing *Shattuck Denn Mining Corp. v. NLRB* 362 F.2d 466, 470 (9th Cir. 1966).

Verde had never discharged any other employee for chatting with coworkers for 10 minutes or less, or for any similar first-time offense. The record also establishes that Verde treated Dehority disparately compared to a Richmond Bookholders employee who was discharged only after repeated misconduct. There is also no evidence that any other employee

[10] Circumstantial evidence is often the basis for a finding of discrimination, including knowledge of protected activity, *BMD Sportswear Corp*., 283 NLRB 142 (1987); *Montgomery Ward & Co*. 316 NLRB 1248, 1253 (1995).

[11] One basis for this conclusion is Respondent's failure to explain why there is a gap between Exhs. R-2a and R-2b. I infer that the video of this unrecorded time period would undermine Respondent's case. The General Counsel's subpoena, G.C. Exh -16, was served on Respondent on December 30, 2024. Request 18 is for "All sounds, images, or other information captured by and/or generated using any transmissions from electronic surveillance devices at Respondent's facility on July 5, 2022." This clearly covers all video from that date. Respondent did not comply with this request and has not offered any credible explanation why all the video footage or at least all segments showing the period relevant to Dehority's discharge was not produced. Respondent did not assert that this footage did not exist, Tr. 235.

was subjected to an evaluation of their conduct such as that Verde claims he performed with respect to Dehority. Verde's resistance to some lesser form of discipline given the circumstances also convinces me that he had an ulterior motive in discharging Dehority and that his reliance on her not performing her duties on July 5, is pretextual.

Verde knew Bookholders' wages was a concern for employees other than Dehority from the VADOLI complaint he received in January 2022. There is no direct evidence that I have credited that Verde knew that Dehority was discussing this issue with coworkers or that any of them was preparing to file a complaint with VADOLI. However, I find that Verde either knew or suspected that employees, including Dehority, were discussing this issue and taking steps to file a complaint with VADOLI. I infer this from his observing Dehority, Pletch, Heather and Jorgensen on July 5, Pletch's resignation on July 7 and the absence of any evidence that Verde had decided to terminate Dehority before July 7.

Additionally, upon receipt of Anna Pletch's July 7 resignation email, Verde was reminded that compensation was an issue for employees other than Dehority. He was aware of this when he discharged Dehority on July 9 and drew a connection between Dehority's interaction with Pletch on July 5 and Pletch's resignation on July 7. His decision to terminate Dehority was motivated by this supposition. I find that the General Counsel met its burden of proving that Respondent violated Section8(a)(1) in discharging Dehority. I also find that due to the pretextual reasons advanced by Respondent for the discharge it did not meet its burden of proving that it would have discharged Dehority in the absence of her protected concerted activity.

CONCLUSIONS OF LAW

Respondent violated the Act with respect to the following complaint allegations and with respect to no others:

Terminating Riley Dehority on July 9, 2023.

Maintaining employee rule 20 requiring employees to obtain the Employer's permission to create or join any social media group.

Maintaining and attempting to enforce its mandatory arbitration agreement which employees could reasonably interpret to prohibit filing of unfair labor practice charges with the Board.

REMEDY

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

The Respondent, having discriminatorily discharged an employee, must offer her reinstatement and make her whole for any loss of earnings and other benefits. 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 No. 8 (2010). Respondent shall also compensate Riley Dehority for any reasonable search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above.

Respondent shall reimburse the discriminatee in amounts equal to the difference in taxes owed upon receipt of a lump-sum backpay award and taxes that would have been owed had there been no discrimination. Respondent shall also take whatever steps are necessary to ensure that the Social Security Administration credits the discriminatee's backpay to the proper quarters on her Social Security earnings record. To this end, Respondent shall file with the Regional Director for Region 5, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[12]

ORDER

The Respondent, Bookholders, LLC, its officers, agents, successors, and assigns, shall

1. Cease and desist from

   a. Terminating employees because it knew or suspected that they engaged in protected concerted activity.
   b. Maintaining overbroad rules that require Employer approval to join or create social media groups.
   c. Maintaining and attempting to enforce mandatory arbitration agreements that are reasonably likely to deter employees from filing unfair labor practice charges with the NLRB.
   d. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

   a. Within 14 days from the date of the Board's Order, offer Riley Dehority 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 or privileges previously enjoyed.

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

b. Make Riley Dehority whole for any loss of earnings and other benefits suffered as a result of the discrimination against her, in the manner set forth in the remedy section of the decision. Compensate Riley Dehority for her search-for-work and interim employment expenses regardless of whether those expenses exceed her interim earnings.

c. Compensate Riley Dehority for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 5, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years

d. Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharge and within 3 days thereafter notify Riley Dehority in writing that this has been done and that the discharge will not be used against her in any way.

e. Rescind or revise its illegally overbroad rules and arbitration agreements.

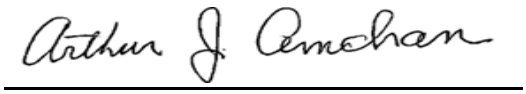
f. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other 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.

g. Within 14 days after service by the Region, post at its facilities in Blacksburg and Richmond, Virginia and Towsend, Maryland, copies of the attached notice marked "Appendix."[13] Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on **Group Me** and any other intranet or an internet site, and/or other electronic means, that Respondent customarily communicates with its employees. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent since July 9, 2022.

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

[13] 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."

Dated, Washington, D.C. March 31, 2025



Arthur J. Amchan
Administrative Law Judge

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 maintain or attempt to enforce our overly broad rules that require our approval for you to create or join a social media group.

WE WILL NOT maintain or enforce mandatory arbitration agreements that could reasonably be read to prohibit you from filing an unfair labor practice charge with the National Labor Relations Board.

WE WILL NOT discharge or otherwise discriminate against any of you for engaging or planning to engage in protected concerted activity.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL revise or rescind our overly broad rules and arbitration agreements.

WE WILL, within 14 days from the date of the Order, offer Riley Dehority 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 or privileges previously enjoyed.

WE WILL make Riley Dehority whole for any loss of earnings and other benefits resulting from her discharge, less any net interim earnings, plus interest compounded daily.

WE WILL compensate Riley Dehority for the adverse tax consequences, if any, of receiving a lump-sum backpay award and WE WILL file a report with the Regional Director for Region 5 allocating the backpay award to the appropriate calendar quarters.

WE WILL Compensate Riley Dehority for her search-for-work and interim employment expenses regardless of whether those expenses exceed her interim earnings.

WE WILL, within 14 days of this Order, remove from our files any reference to the unlawful discharge of Riley Dehority. WE WILL, within 3 days thereafter notify Riley Dehority in writing that this has been done and that the discharge will not be used against her in any way.

WE WILL file with the Regional Director for Region 5, within 21 days of the date that the amount of backpay is fixed, either by agreement or board order or such additional time as the Regional Director may allow for good cause shown, a copy of the W-2 form for Riley Dehority reflecting the backpay award.

Bookholders, LLC
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. 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. National Labor Relations Board, Region 5, 101 West Lombard St, Ste. 700, Baltimore, MD 21201. (410) 962-2822, 2785 Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/05-CA-303788 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, (410) 962-2864.