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

STARBUCKS CORPORATION

and Cases 12–CA–321037

WORKERS UNITED,
SOUTHERN REGIONAL JOINT BOARD

John F. King, Esq., for the General Counsel.
Ethan Balsam, Esq. and *Ashley Farris, Esq.*, for Respondent.
Michael Schoenfeld, Esq., for the Charging Party.

DECISION

STATEMENT OF THE CASE

KIMBERLY SORG-GRAVES, Administrative Law Judge. By mutual agreement of the parties, I opened the hearing in the above-captioned case via videoconference on August 5, 2024, to handle subpoena issues, and heard the remainder of the case in Jacksonville, Florida, on August 7 and 8, 2024. On June 30, 2023, Workers United, Southern Regionals Joint Board (Union) filed the charge Case 12–CA–321037, and subsequently amended the charge, with Region 12 (Region) of the National Labor Relations Board (Board) alleging violations of the National Labor Relations Act (Act) by Respondent, Starbucks Corporation (Respondent or Starbucks). The Region issued a complaint (complaint) on April 30, 2024, and later in response to a motion filed by Respondent, the Region amended the complaint, removing the allegation alleging that Respondent's maintenance of its dress code violated the Act. Respondent filed timely answers to the complaint and its amendment.[1]

The remaining allegations of the complaint assert that Respondent violated Section 8(a)(1) of the Act by interrogating employees about their protected activity, making coercive statements, maintaining overly broad dress code provisions, and threatening discipline for violations of the dress code provisions; and violated Section 8(a)(5) and (1) of the Act by unilaterally changing the store hours/employee work hours without giving the Union notice and opportunity to bargain.

[1] This decision does not address Respondent's various constitutional and due process arguments raised in its answer and posthearing brief. I am bound to issue a decision on the issues pursuant to current Board and Supreme Court precedent which does not support these arguments of Respondent. Therefore, Respondent's constitutional and due process arguments, if properly preserved, may be pursued on appeal.

On the entire record, including my assessment of witness demeanor and the briefs filed by the Respondent and the counsel for the Acting General Counsel (General Counsel), I make the following

FINDINGS OF FACT AND LEGAL ANALYSIS

JURISDICTION

The Respondent, a corporation, with an office and place of business in Seattle, Washington, and various locations throughout the United States including its store located at 11441 San Jose Blvd., Jacksonville, Florida has been engaged in the retail operation of stores offering coffee and quick-service food. Annually, the Respondent, in conducting its business operations, derives gross revenues in excess of $500,000, and purchases and receives at its San Jose Blvd. store products, goods, and materials valued in excess of $50,000 directly from points outside the State of Florida. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act. (GC Exh. 1(g), 1(o).)[2]

Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction over this case.

BACKGROUND

The Union filed a petition for election for employees working at store #21922 located at 11441 San Jose Blvd., Jacksonville, Florida, referred to as the "Ricky Drive store," on February 16, 2022, and the election was held May 10, 2022. (Tr. 57; GC Exh. 15; Jt. Exh. 6.) On May 20, 2022, the Union was certified as the exclusive bargaining representative of the following unit:

> All full-time and regular part-time baristas and shift supervisors employed by the Employer at its coffee shop located at 11441 San Jose Blvd., Jacksonville, Florida, 32223 (Store 21922); excluding: all store managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act. (Jt. Exh. 1.)

Union activity continued at the store even after the election. As discussed below, employees continued to wear union buttons and T-shirts at work. In about October and November 2022, and November 2023, some of the Ricky Drive store employees engaged in a strike at the store in support of initial contract negotiations. (Tr. 372, 373, 395.)

Starting in April 2023, District Manager Kelly oversaw the Ricky Drive store. (Tr. 57, Jt. Exh. 6.) The daily functioning of the store was supervised by Store Manager Peterson from July

[2] Abbreviations used in this decision are as follows: "Tr." for the Transcript, "Jt. Exh." for joint exhibits, "GC Exh." for the General Counsel's exhibits, "GC Br." for General Counsel's posthearing brief, "R. Exh." for Respondent's exhibits, and "R. Br." for Respondent's posthearing brief. Specific citations to the transcript and exhibits are included where appropriate to aid review and are not necessarily exclusive or exhaustive. My findings and conclusions are not based solely on the record citations contained in this decision but rather are based upon my consideration of the entire record for this case.

of 2022 to February of 2023. (Tr. 56, Jt. Exh. 6.) Store Manager Guzman preceded Peterson. (Tr. 176.)

CREDIBILITY

My credibility analysis relies upon a variety of factors, including, but not limited to, the witness's demeanor, the context of the witness testimony, the weight of the respective evidence, established or admitted facts, inherent probabilities, and reasonable inferences that may be drawn from the entire record. See *Double D Construction Group*, 339 NLRB 303, 303–305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001) (citing *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996)), enfd. 56 Fed.Appx. 516 (D.C. Cir. 2003). Foremost, I look for consistency between testimony and related documents, including recordings and pictures, in evidence. Weight is also given to generally consistent testimony amongst witnesses with understanding that people's account of even a short event is seldom identical. With regards to demeanor, I consider, numerous factors, including but not limited to witnesses' general ability to recall, tone while testifying, body language, and physical presentation, or any changes in these factors in connection with the questions asked and by whom. Depending upon the testimony, I may believe that a witness testified credibly regarding one fact but not on another. *Daikichi Sushi*, 335 NLRB at 622.

Here, General counsel called three employees and one former employee as witnesses. Respondent did not call any witnesses to refute their testimony. The employee witnesses testified to their store managers' nonexistent enforcement of Starbucks' dress code policy's prohibition on wearing non-Starbucks approved graphic T-shirts while working before June 22, 2023. The employees' ability to recall specific incidents varied. For example, barista Boykin testified about regular practice of wearing graphic T-shirt, while barista Smith was able to recall specific incidents and comments made by Store Manager Peterson about a graphic T-shirt she wore frequently. Also, baristas Smith and Crabill were better able to recall specific incidents of Peterson greeting other employees wearing non-approved graphic T-shirts arriving at work.

Boykin admitted an inability to recall specific details of employees breaking the policy versus a more generalized recollection of events. Therefore, I credit Boykin's testimony as to general practices as being consistent with other evidence. I do not credit one aspect of Boykin's testimony, because it is inconsistent with Boykin's own testimony, the testimony of the other witness, and other documentary evidence, as is discussed further below. Despite some variations in the testimony, I credit the employees' testimony as being consistent in the important aspects and consistent with the lack of written discipline subject to the dress code prohibition on non-approved graphic T-shirts prior to July 2023.

THE FACTS

Enforcement of the dress code before June 2023

Each new employee is required to sign documentation of receipt of the Starbucks' Partner Guide which contains the dress code. (Tr. 213, 338, 339, 341, 396; R. Exh. 7 and 11.) In contending that Respondent unlawfully enforced its dress code at the Ricky Drive store, General Counsel focuses on the following portions of the dress code:

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Shirts, Sweaters and Jackets
[. . .]

Shirts may have a small manufacturer's logo, but must not have other logos, writings or graphics. The basic shirt color must be within the color palette (black, gray, navy blue, brown, khaki or white). These same colors may be the base color for a subdued, muted pattern. Starbucks® - issued promotional shirts may be worn for events or when still relevant for product marketing.

Solid color sweaters or jacket within the color palette may be worn. Other than a small manufacturers logo, outerwear must not have logos or writings. (GC Br. at 13.) (Jt. Exh. 2.)

In making its arguments concerning the enforcement of the dress code, Starbucks emphasizes the following aspects of the dress code found in the partner guide and its allowance of one union pin, which the employees verified they were allowed to wear. (Tr. 216.)

The Dress Code explains that "[p]artners are the face of our brand, connecting with our customers every day. All partners are expected to follow these standards during the workday." The Dress Code further provides, "[p]artners who come to work inappropriately dressed or with unacceptable appearance may not be permitted to start their shifts. Failure to adhere to the Dress Code may result in corrective action, including separation from employment." Per the Dress Code, "[s]hirts may have a small manufacturer's logo, but must not have other logos, writings or graphics." The policy permits "one reasonably sized and placed button or pin that identifies a particular labor organization or partner's support for that organization, except if it interferes with safety or threatens to harm customer relations or otherwise unreasonably interferes with Starbucks' public image." (R. Br. at 1, citing Jt. Exh. 2.)

Barista Boykin transferred to the Ricky Drive store in October 2021 and worked as a shift supervisor. (Tr. 55, 56, 95.) While Boykin worked at the store, employees were issued Starbucks graphic T-shirts containing large graphic lettering stating: Whoa Nitro, a new type of cold brewed drink; Black Lives Matter; and Starbucks' 50th Anniversary. (Tr. 61, 62.) Employees continued to wear these shirts to work years after they were issued. (Tr. 146.)

Before the Union was elected in May 2022 up through May 2023 Boykin wore T-shirts with large round graphic Union logos that were visible above the required Starbucks apron. (GC Exh. 7; Tr. 69, 70, 148.) The design of the shirt was not like any Starbucks issued shirt that Boykin had seen in 5 years of work. (Tr. 148.) During most shifts that Boykin worked while the store manager was present for most of the shift. (Tr. 58, 102, 152, 152, 153, 170, 171.) Boykin was required to remove the apron when taking out the trash or attending shift supervisor meetings, allowing the full union insignia to be visible. (Tr. 58, 72, 224.) Boykin witnessed seven other employees wearing T-shirts with Union insignia to work. (Tr. 59, 231, 232.) Store

Manager Peterson spent time doing administrative tasks but most of the time worked with the baristas.

Boykin and the witnesses were unaware of anything that would have prevented Peterson from seeing what they saw, including employees wearing shirts with union and other non-Starbucks issued graphic logos on a regular basis. (Tr. 170–172, 352, 392, 445.)

Barista Negron transferred to the Ricky Drive store in 2021 and was promoted to a shift supervisor shortly thereafter and remained in that position until voluntarily resigning in 2024. (Tr. 176.) Negron regularly wore a T-shirt with a large circular Union graphic logo on the front, starting before the election and continuing through May 2023. (GC Exhs. 6 and 7; Tr. 174–179.) Store Manager Peterson greeted Negron when she reported to work wearing the shirt and not her apron. She then wore it while working under her apron and during breaks and shift meeting, without her work apron in front of Peterson. (Tr. 178, 179–180, 217.) When wearing the Starbucks issued apron, the union logo was not visible. (Tr. 220.) Negron witnessed four other employees entering work wearing the union shirts and working with and without their aprons on in front of Peterson. (Tr. 180–181, 229–237, 312–314, 319.)

Other employees frequently wore non-Starbuck issued and nonunion graphic T-shirts, such as anime graphic designs, to work. (GC Exh. 8; Tr. 181–186, 239–241, 247, 441, 442, 444.) Many of the shirts had a graphic design on the front and/or the back of the shirt, which was visible when the employees were working wearing their aprons. (Tr. 183, 388–391.) Negron was not aware of Peterson, or Store Manager Guzman before him, ever telling employees that they could not wear graphic T-shirts while working, reprimanded employees for doing so, or discussed the issued during a shift supervisor meeting. (Tr. 184, 189, 209–211.)

Barista Smith wore graphic T-shirts to work for about three-fourths of her shifts for the year and a half leading up to July 2023. Peterson was often working in the café or back room when Smith arrived at work. Peterson commented on her graphic T-shirts about 5 or 6 times. (GC Exh. 4; Tr. 329, 330, 342, 414–416.) Smith was photographed on one of the store's iPads wearing a "Killer Clowns from Outer Space" graphic T-Shirt. (Tr. 232.) The T-shirt was one that Peterson had seen Smith wearing while working and commented about. (Tr. 233.) Prior to Smith receiving a write-up on July 25, 2023, for wearing a graphic T-shirt for work, Smith had no knowledge of the prohibition on the wearing of non-Starbucks issued graphic T-shirts while working ever being enforced. (Tr. 327–328, 333–334, 351, 419.)

Barista Crabill, a shift manager at the Ricky Drive store, also wore union pins and union graphic T-shirts during the organizing drive and after. (Tr. 362–365, 367, 374; GC Exh. 10 and 13.) Crabill reported to work in the union T-shirt without wearing her apron and was often greeted by Peterson. Her work apron did not cover all the union logo on the T-shirt and Crabill sometimes worked beside Peterson. (Tr. 368.) Crabill wore union T-shirts 3 to 5 times per week. Prior to June 2023, management never said anything to Crabill about wearing the union shirts. (Tr. 374, 375.)

The screen saver on the Ricky Drive store's iPad used by management and employees displayed an employee wearing a T-shirt with graphic lettering showing above the employee's

Starbucks issued apron. (Tr. 63–67.) Also, Boykin took pictures on the store's iPad of Barista Washington wearing two different non-Starbucks issued graphic T-shirts that Washington wore at work multiple times. (GC Exh. 8; Tr. 78, 79, 185–187.) Both pictures were saved as the iPad's lock screen for a period. (Tr. 80.) Managers use the store iPad multiple times per shift. (Tr. 80.)

After the election, Boykin and at least 6 other employees continued to wear T-shirts with large graphic union logos through May 2023. Again, Boykin wore the union T-shirts in the presence of Store Manager Patterson. (GC Exhs. 6 and 7; Tr. 62, 63, 68, 70, 71.) Boykin took a selfie at work with Barista Tavalas in the background wearing a T-shirt where the graphic design can be seen above and to the side of the apron. (GC Exh. 9; Tr. 72, 73, 76, 112–114.) Boykin had seen Tavalas wear the T-shirt while working multiple times. (Tr. 78.) Employees continued to wear other types of graphic T-shirts to work as had been the practice at the Ricky Drive store.

Stricter enforcement of the dress code starting June 2023

On June 22, 2023, Barista Negron was working when District manager Kelly came to the store. (Tr. 189.) Baristas Danny and Negron were wearing union T-shirts, but Negron's was not visible under her apron. (GC Exh. 7; Tr. 190.) Kelly asked Negron as the shift manager/play caller to get a copy of the dress code and read it aloud. (Tr. 191.) After Negron read the portion about prohibiting graphic designs, Kelly asked why Barista Danny was allowed to come to work out of dress code. (Tr. 192.) Barista Destiny asked if Danny could wear her hoodie instead, but Kelly said that hoodies also were not allowed. When Destiny asked if she could give Danny a ride home since he was a minor without a license, Kelly said he was not speaking to Destiny and asked Negron to go speak somewhere more private. Once alone, Kelly asked what Negron was going to do about Danny being out of dress code. Negron explained that the NLRB poster in the back room stated that employees could wear union shirts, but Kelly insisted that it was still in violation with Starbucks' dress code. Kelly told him that she did not have enough coverage to send him home, so she would have him keep his apron on to cover the union insignia, which Kelly allowed. (GC Exh. 5; Tr. 194, 261–267, 284–287, 277–297.)

Later that same day, Barista Negron spoke with Store Manager Peterson who told her that they would be realigning with the dress code, and that Kelly would be present at the shift supervisor meeting the next day to discuss it. (Tr. 196, 275, 276.)

On June 23, 2023, during the weekly shift supervisor huddle/meeting in the early afternoon, store manager Peterson and District Manager Kelly met with four shift supervisors. (Tr. 87, 197, 277–283.) After discussing typical topics, Peterson handed out the shirts and jackets portion of the dress code and read it to them. (Tr. 88, 125, 197, 379, 432.) Boykin asked if they were going to enforce the dress code which had not been enforced at the store since Boykin started working there. (Tr. 88, 199, 379, 432.) Peterson said that they were realigning with the dress code and stopped speaking. (Tr. 88, 198.) Boykin pulled up a picture of the NLRB labor rights poster displayed in the back of the store and asked Kelly if he could explain the portion stating that employees could wear union shirts to work. (GC Exh. 5; Tr. 89, 150, 199.) Kelly replied that it was not his job to interpret federal law and that it was his job to enforce Starbucks'

dress code. (Tr. 90, 199, 382.) Boykin then asked why the dress code did not consider federal law to which there was not a clear response.

The shift managers perceived Kelly's body language and actions as hostile. (Tr. 90, 435–436.) He told barista Boykin, "Since you own Starbucks Coffee Company, let's let you make the rules." (Tr. 90.) Boykin denied wanting to make the rules but wanted it in writing that they could not wear union T-shirts. (Tr. 91.) Boykin went into the store to get tissues because the employees had started crying. (Tr. 91, 201.) Barista Crabill also asked Kelly to verify that they would be enforcing the dress code when they had not before, and Kelly affirmed. (Tr. 380.) Crabill also ask if they were not going to abide by federal law, to which Kelly did not respond. (Tr. 433.) Another barista asked why Kelly was getting so hostile to which Kelly responded that he did not remember throwing chairs at, being hostile to, or threatening them. (Tr. 91, 203, 381, 382, 383, 437.) Boykin, who had clocked out, went to the other side of the building and called the Union. (Tr. 91.)

About 30 minutes later, Store Manager Peterson spoke to barista Negron in the back room. He apologized for how Kelly spoke during the meeting and said that they would realign completely with the dress code. (Tr. 205, 299.) Peterson also required the shift supervisors to be in full compliance with the dress code even if they were reporting only for the shift supervisor meeting, which also was a departure from the past. (Tr. 218.)

Boykin and Negron received copies of the dress code before and was aware that it prohibited wearing graphic T-shirts other than those sanctioned by Starbucks.[3] (Tr. 106, 107.) The policy allowed employees to wear one pin supporting a union. (Tr. 108.) Shift supervisors were responsible for reminding employees to comply with Starbucks policy including the dress code. Boykin and Negron had followed the lead of the store manager in not enforcing the prohibition on wearing T-shirts with logos before the June 23 meeting. They continued that practice after the meeting with regards to union T-shirts due to believing that the prohibition on wearing Union T-shirts was unlawful. (Tr. 97–100, 208, 213, 453.) There was no established place for shift supervisors to note a dress code or policy violation except for attendance in the daily record keeping book/log. (Tr. 156, 157.) Boykin was never told to record or directly report dress code violations, nor did Boykin see record of other shift supervisors reporting dress code violations. (Tr. 167, 169.) Before June 23, 2023, Boykin and Negron not aware of the prohibition against wearing non-Starbucks T-shirts with graphic designs ever being enforced at the Ricky Drive store. (Tr. 169, 211.)

[3] Boykin testified to having received a copy of the dress code, which is signed and dated 4/13/23. (R. Exh. 2; Tr. 126–127, 154.) Boykin said that upon receiving the document there was discussing of realigning with the policy, but that did not happen at that time. (Tr. 127.) Negron testified that their new manager gave them the policy and asked them to sign for it in April 2024 (R. Exh. 5; Tr. 303.) Based upon the witnesses' testimony that the prohibition against graphic designs on T-shirts was not enforced by managers Guzman and then Peterson until after the June 2023 shift supervisor meeting with Kelly, and the failure of Respondent to refute this evidence. I find no documentary evidence or witness testimony of the prohibition being enforced before June 22, 2023. Therefore, I find by the weight of the evidence that Boykin either misdated the document when signing it or Peterson failed to enforce the policy even after Boykin was asked to sign the document.

Discipline issued pursuant to the dress code

After the June 23 meeting, employees were required to change their shirts or were issued write-ups for wearing Union T-shirts to work. (Tr. 92, 135.) On July 19, 2023, Barista Crabill reported to work wearing a union shirt. After clocking in and putting her apron on she went to the work area behind the bar. Then Peterson questioned why she was wearing the shirt. She responded that it was her right to wear it. Peterson warned her that doing so could lead to discipline. On July 29, Peterson issued a written warning to Barista Crabill for wearing the union t-shirt on July 19. Crabill tried again to argue that federal law protected her right to wear the shirt to which Peterson reiterated that she was not allowed to wear graphic shirts to work. (Jt. Exh. 4; GC Exhs. 5 and 13; Tr. 383–388, 440.)

On July 20, barista Negron was at work when barista Magdaline wore a union T-shirt to work. (GC Exh. 7; Tr. 205.) Peterson stopped Magdaline from clocking in and required her to change into a different shirt before clocking in. (Tr. 206, 302.)

On July 25, 2023, barista Smith wore a T-shirt with a large round Union logo on the front in rainbow colors. (GC Exh. 7, Tr. 334, 346.) After she clocked-in, store manager Peterson said that she was not allowed to wear a graphic T-shirt at work. Smith replied that it was her federal right to wear a union shirt. Peterson responded that she would have to wear her sweater over the shirt while working or go home. Smith clocked out and left. (Tr. 335.) Peterson prepared a documented coaching for Barista Smith on July 29 for wearing a non-Starbucks graphic T-shirt on July 25, but did not issue it until August 4, 2023. (Jt. Exh. 5; Tr. 336.)

Starbucks submitted only two other corrective action forms for wearing unapproved graphic designs and/or colors on T-shirts. These disciplines were issued in August 2022 by store managers at two other stores in the district overseen by District Manager Kelly. One of the stores was engaged in a union campaign while the other was not when the disciplines were issued. (R. Exhs. 9 and 10; Tr. 357–360.) Starbucks submitted two written disciplines issued to barista Crabill noting that she was tardy to work. Two other written disciplines not that Crabill called out one day and was late another day. These writeups also stated that "being on time and in dress code is essential to the Starbucks (sic) experience." This appears to be form language because Crabill could not have been out of dress code on the day that she was absent, and Crabill could not recall being told she was out of dress code. (R. Exhs. 14, 15, 16, and 17; Tr. 409–413, 447–448, 451.)

Starbucks also submitted evidence to bolster its argument that the enforcement of the policy was not driven by antiunion animus including evidence that Crabill was given a performance award, that Crabill did not receive a written warning for making her own drink on June 22, 2023, when District Manager Kelly asked her about doing so. (R. Exh. 18; Tr. 422–425.) Similarly, Peterson coached her about wearing two union pins, but did not give her a written warning. (Tr. 426.)

General Counsel did not provide any evidence that those wearing other non-union graphic T-shirts were treated any differently before or after the June 23rd meeting. The record

contains no evidence that employees wore nonunion, non-Starbucks' approved graphic T-shirts after the June 23rd meeting and did not receive any discipline.

ANALYSIS

Allegation that the Stricter Enforcement of the Dress Code violates Section 8(a)(5) and (1) of the Act

It is well established that unless an employer has a valid defense excusing it from its bargaining obligation, the employer violates Section 8(a)(5)'s duty to bargain under the unilateral change theory when they make a material, substantial, and significant change to mandatory subjects of bargaining without bargaining with the Union. See *NLRB v. Katz*, 369 U.S. 736, 747 (1962) ("Unilateral action by an employer without prior discussion with the union does amount to a refusal to negotiate about the affected conditions of employment under negotiation, and must of necessity obstruct bargaining . . ."); *C&S Industries*, 158 NLRB 454, 456–459 (1966); *Mead Corp*., 318 NLRB 201, 202 (1995); *Toledo Blade Co.*, 343 NLRB 385 (2004); *Flambeau Airmold Corp.*, 334 NLRB 165 (2001).

Recently, the Board reaffirmed its longstanding principle "that an employer may not defend a unilateral change in terms and condition of employment that would otherwise violate Section 8(a)(5) by citing a past practice of such changes *before* its employees were represented by a union and thus before the employer had a statutory duty to bargain with the union." *Wendt Corp.*, 372 NLRB No. 135, slip op. at 1 (2023). See also, In re *Mackie Automotive Systems*, 336 NLRB 347, 349 (2001); *Porta-King Building Systems*, 310 NLRB 539, 543 (1993), enfd. 14 F.3d 1258 (8th Cir. 1994); ((employer's past practices prior to the union certification do not relieve it obligation to bargain over changes in wages, hours, and other terms and conditions of employment). The Board in *Wendt Corp.*, also found that "[l]egions of Board and court cases have applied the Supreme Court's instructions in *Katz* and rejected an employer's unilateral change defense during bargaining where the changes are not part of a longstanding practice, and second, where the changes are informed by a large measure of discretion, with the result being that it cannot be said that 'in effect,' the alleged changes 'were a mere continuation of the status quo.'" 372 NLRB No. 135, slip op. at 6 (2023), quoting *Katz*, supra at 746. "An employer's practices . . . which are regular and long-standing, rather than random or intermittent, become terms and conditions of unit employees' employment . . . A past practice must occur with such regularity and frequency that employees could reasonably expect the 'practice' to continue or reoccur on a regular and consistent basis." *Sunoco, Inc.*, 349 NLRB 240, 244 (2007) (citations omitted). See also, *Mackie Auto Systems*, 336 NLRB 347, 349 (2001) (employer obligated to refrain from making unilateral changes during bargaining for a first contract); *Porta-King Building Systems*, 310 NLRB 539, 543 (1993), enfd. 14 F.3d 1258 (8th Cir. 1994 ((employer's past practices prior to the union certification do not relieve it obligation to bargain over changes in wages, hours, and other terms and conditions of employment); cf. *KDEN Broadcasting Co.*, 225 NLRB 25, 35 (1976) (schedule and hour changes consistent with employer's past practice lawful).

A unilateral change in a mandatory subject of bargaining is unlawful only if it is material, substantial, and significant. *Flambeau Airmold Corp.*, supra at 166. In *Ferguson Enterprises, Inc.*, 349 NLRB 617, 618 (2007), the Board held that where a unilateral change is accompanied by the threat or imposition of discipline, a violation will be found regardless of whether the

change is otherwise material, substantial, or significant. *King Soopers, Inc.*, 340 NLRB 628 (2003). See *Postal Service*, 341 NLRB 684, 687 (2004) (employer's contention that unilaterally implemented policy was not material was "belied by the threat of discipline" for violating that policy); *Flambeau Airmold Corp.*, 334 NLRB 165, 166 (2001) (threat to impose discipline on employees who failed to follow new sick leave policy was sufficient to show that employer considered the policy to be significant). The Board has regularly found that enforcing a previously unenforced policy can support a unilateral change finding. *Beverly Health and Rehabilitation Services, Inc.*, 346 NLRB 1319, 1327 (2006); *Flambeau Airmold Corp.*, 334 NLRB at 166; *Advertiser's Mfg. Co.*, 280 NLRB 1185, 1190–1191 (1986). Moreover, a new policy of stricter enforcement of extant work rules is subject to notice and bargaining. *St. John's Community Services-New Jersey*, 355 NLRB 414 (2010).

General Counsel contends that the stricter enforcement of the dress code's prohibition on the wearing of non-approved graphic designs is an unlawful unilateral change and that discipline pursuant to that change also violates Section 8(a)(5) and (1) of the Act. Starbucks contends that it did not have a duty to give the Union notice and opportunity to bargain, because it simply enforced its long-established dress code policy.

Despite the language of the dress code, the unrefuted evidence is that the long-term practice at the Ricky Drive store before and for more than a year after the Union won the May 10, 2022 election was to allow employees to wear union and other non-approved graphic T-shirts. Therefore, I find that the long-standing practice at the Ricky Drive store was to allow the wearing of graphic T-shirts and that the strict enforcement of the portion of the dress policy prohibiting the wearing of such graphic T-shirts constituted a change from that past practice.

Once the employees elected a bargaining representative on May 10, Starbucks had the duty to maintain the status quo with regards to mandatory subjects of bargaining at the Ricky Drive store even if that status quo was out of line with the strict enforcement of its written policies. "Employee work rules and particularly those that can lead to disciplinary actions constitute mandatory subjects of bargaining." *Flambeau Airmold Corp.*, 334 NLRB at 173, quoting *Randolph Children's Home*, 309 NLRB 341, 343 at fn. 3 (1992). Because Starbucks issued discipline pursuant to its stricter enforcement of the dress code policy when it previously had not, I find that the stricter enforcement of the prohibition on wearing unapproved graphic designs was a material, substantial, and significant change in a mandatory subject of bargaining.

Board precedent holds that even absent evidence of implementation, an announcement of unilateral action violates Section 8(a)(5) and (1). *Troy Grove*, 372 NLRB No. 94 (2023). When an employer unilaterally institutes, announces, enforces, and maintains in effect new work rules, it violates Section 8(a)(5) and (1). *Underwood Hair Adaption Process, Inc.*, 242 NLRB 1017, 1020 (1979).

Accordingly, I find that Starbucks violated Section 8(a)(5) and (1), by Peterson's and Kelly's announcement of the stricter enforcement of the policy at the June 23, 2023 shift meeting and Peterson's conversations with employees about the stricter enforcement of the policy on June 22 and 23, and July 19 and 20, 2023, and by issuing discipline pursuant to the stricter enforcement of the policy.

Allegations that Respondent Retaliated Against Employees Union Activity

The complaint alleges that Respondent violated Section 8(a)(1) and (3) of the Act by interrogating employees about, threatening them with discipline, and issuing them discipline for wearing union T-shirts. Starbucks contends that its managers simply enforced its long-term dress code which prohibits the wearing of T-shirts with any graphic designs larger than a small manufacturer's label unless they were issued by Starbucks and that General Counsel withdrew the allegation that the dress code was unlawful and failed to meet its burden to prove a violation of Section 8(a)(1) or (3) under *Wright Line, a Division of Wright Line, Inc*., 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982).

Shortly before the hearing, General Counsel withdrew the allegation that the dress code's prohibition on wearing graphic designs is unlawful in response to Respondent's motion arguing that the issue should not be relitigated because it has been litigated in other cases. General Counsel asserts that I should find Respondent threatened and disciplined the employees in response to an overly broad rule even though it withdrew the allegation that the rule was unlawful. General Counsel notes that other administrative law judge decisions have found the portion of Starbuck's Dress Code policy prohibiting graphic designs unlawful, but absent a Board decision, there is no binding precedent on the matter.

I am only charged with issuing a recommended decision on the allegations litigated before me in each separate case, and those recommendations are bound by Board and Supreme Court precedent. General Counsel could have chosen to litigate the lawfulness of the policy based upon the circumstances specific to the Ricky Drive store, but it chose, likely for expediency reasons, not to do so. The withdrawal of the allegation precluded the full litigation of the issue. Therefore, I decline to recommend a finding of any violation that is premised in whole or in part of a finding that the dress codes restrictions on graphic designs are unlawful including through a finding that the actions were unlawful because they were taken based upon an overly broad rule in violation of Section 8(a)(1).

Even when a rule is lawful, an employer's enforcement or stricter enforcement of it can be a violation of Section 8(a)(1) and (3) of the Act, if the impetus for the enforcement of the rule is to retaliate against or prevent protected activities. When assessing the lawfulness of an adverse employment action that turns on employer motivation, the Board applies the analytical framework set forth in *Wright Line.* See also, *NLRB v. Transportation Management Corp*., 462 U.S. 393, 399–403 (1983). To sustain a finding of discrimination, the General Counsel must show that the employee's protected activity was a motivating factor in the employer's decision by establishing that: (1) the employee engaged in protected activity, (2) the employer knew of that activity, and (3) the employer had animus against the protected activity, which must be proven with evidence sufficient to establish a causal relationship between the protected activity and the adverse action. *Sigfrid Properties, Ltd*., 368 NLRB No. 120, slip op. at 6, 8 (2019). See also *Mondelez Global, LLC*, 369 NLRB No. 46, slip op. at 1–2 (2020). Animus toward the protected activity can be shown through direct or circumstantial evidence, including evidence the employer's stated reasons for the adverse action are pretext. This may include suspicious timing, false or shifting reasons given in defense, failure to adequately investigate alleged misconduct,

departures from past practices, tolerance of behavior for which the employee was allegedly fired, and disparate treatment of the discharged employee. See *Shamrock Foods Co*., 366 NLRB No. 117 (2018); *Lucky Cab Co*., 360 NLRB 271, 274–275 (2014); *Medic One, Inc*., 331 NLRB 464, 475 (2000). It is not until these factors are established does the burden shift to the employer to show it would have taken the same action in the absence of the employee protected activity. *Wright Line*, 251 NLRB at 1089.

The Board considers circumstantial as well as direct evidence to infer discriminatory motive or animus, such as: (1) timing or proximity in time between the protected activity and adverse action; (2) delay in implementation of the discipline; (3) departure from established discipline procedures; (3) disparate treatment in implementation of discipline; (4) inappropriate or excessive penalty; and (4) employer's shifting or inconsistent reasons for discipline. *CNN American, Inc.*, 361 NLRB 439 (2014) (citing *W. F. Bolin Co. v. NLRB*, 70 F.3d 863, 871 (6th Cir. 1995); *Camaco Lorain Mfg. Plant*, 356 NLRB 1182, 1185 (2011).

I find that General Counsel established that Respondent was aware that employees had been wearing union T-shirts while working. Respondent, including Peterson and Kelly, was aware of the employees' protected activity electing the union in 2022 and that they had a practice of wearing union T-shirts. As discussed above, Respondent presented no evidence that Peterson could not see what the employees and Kelly saw on his first visit to the store—the employees wore union T-shirts and other graphic T-shirts while working at the Ricky Drive store. Store Manager Peterson and his predecessor simply did not enforce the provision of the dress code forbidding graphic designs. Because General Counsel withdrew the allegation that the dress code policy contained unlawful provisions the issue of whether wearing union T-shirts was not litigated, and therefore, it was not established that doing so was protected activity.

Furthermore, I find insufficient evidence that the stricter enforcement of the prohibition against unapproved graphic T-shirts was in response to antiunion animus. The record is clear that it was not until Kelly became the district manager and saw employees wearing T-shirts with unapproved graphic designs that the stricter enforcement started. During Kelly's first interaction with employees on this issue, he was asked if an employee could wear a hoodie over the T-shirt, to which Kelly responded that hoodies were also against the dress code. Thus, compliance with the dress code appeared to be Kelly's main concern. The employees also testified that Kelly and Peterson said they were "realigning" with the policy that prohibited all unauthorized graphic designs, including union logos. Other than enforcing the dress code there is no evidence of statements or actions in relation to the employees union activities.

The record contains no evidence that union and other graphic designs were treated differently from each other either before or after Kelly required the stricter enforcement of policy. Just because the first graphic design that Kelly confronted was a union logo, does not establish that the message of the graphic design was the motivation to enforce the provision. While the evidence contains only disciplines issued for wearing union logos at the Ricky Drive store, there is no evidence that Respondent allowed other prohibited graphic designs to be worn without issuing discipline. General Counsel presented no other evidence of union animus other than statements consistent with the enforcement and the actual enforcement of the dress code. Therefore, I find insufficient evidence that animus towards protected

activity was the proximate cause of the stricter enforcement of the dress code and that General Counsel failed to meet its burden under the *Wright Line* analysis.[4]

I recommend the dismissal of the 8(a)(3) and (1) allegations of the complaint.[5]

CONCLUSIONS OF LAW

Based upon the forgoing, I recommend finding the following conclusions of law:

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. The Respondent violated Section 8(a)(5) and (1) of the Act by:

(a) Failing and refusing to bargain collectively with the Workers United, Southern Regionals Joint Board (Union), the designated exclusive collective-bargaining representative of Respondent's employees at store #21922 located at 11441 San Jose Blvd., Jacksonville, Florida, commonly referred to as the "Ricky Drive store" in the following appropriate collective-bargaining unit:

> All full-time and regular part-time baristas and shift supervisors employed by the Employer at its coffee shop located at 11441 San Jose Blvd., Jacksonville, Florida, 32223 (Store #21922); excluding: all store managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act.

(b) Announcing to its employees that it will unilaterally change the enforcement of its dress code policy by mores strictly enforcing the prohibition against the wearing of graphic T-shirts.

(c) Threatening employees with discipline pursuant to its unilaterally implemented stricter enforcement of its dress code policy's prohibition against the wearing of graphic T-shirts.

(d) Making a material change in the enforcement of the Dress Code Policy and enforcing those changes against employees in a bargaining unit represented by the Union without first notifying the Union and giving it an opportunity to bargain.

(e) Disciplining employees pursuant to its unilaterally implemented stricter enforcement of its dress code policy's prohibition against the wearing of graphic T-shirts.

4. That the complaint be dismissed insofar as it alleges violations of the Act that I have not specifically found.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I recommend that Respondent be ordered to cease and desist therefrom and to take certain affirmative actions designed to effectuate the policies of the Act.

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[4] Because I did not find a violation of Sec. 8(a)(1) and (3), I do not address General Counsel's assertions that Respondent had a duty to bargain concerning discipline in that context. Furthermore, because I found that the stricter enforcement of the policy constituted a violation of Sec. 8(a)(5) and (1), the remedies for a finding of 8(a)(1) and (3) violations would be duplicative.

[5] Therefore, I do not address General Counsel's assertion that the Board should return to its holding in *Total Security Management Illinois 1, LLC*, 364 NLRB 1532 (2016).

The Respondent, having discharged any employee as a result of its stricter enforcement of the Dress Code policy must offer them reinstatement to their former jobs or, if their jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed and make them 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 6 (2010).

The Respondent shall also make any unit employees, who were not discharged but were otherwise affected by its unlawful its stricter enforcement of the Dress Code policy, whole for any loss of earnings and other benefits. This make-whole remedy shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest at the rate prescribed in *New Horizons*, compounded daily as prescribed in *Kentucky River Medical Center*.

In accordance with the Board's decision in *Thryv Inc.*, 372 NLRB No. 22 (2022), Respondent shall also compensate affected employees for any other direct or foreseeable pecuniary harms incurred as a result of the unfair labor practices found herein. Compensation for these harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, compounded daily as prescribed in *Kentucky River Medical Center*. To the extent Respondent's backpay obligations result in adverse tax consequences for affected employees due to their receiving lump-sum payments, Respondent is ordered to compensate those employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 12, 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, in accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). In accordance with the Board's decision in *Cascades Containerboard Packaging—Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021), the Respondent shall also be required to file with the Regional Director for Region 12 a copy of each backpay recipient's corresponding W-2 form reflecting the backpay award.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[6]

ORDER

Starbucks Corporation, at its store #21922 located at 11441 San Jose Blvd., Jacksonville, Florida, by its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively with the Workers United, Southern Regionals Joint Board (Union), the designated exclusive collective-bargaining representative of Respondent's employees at store #21922 located at 11441 San Jose Blvd., Jacksonville, Florida,

[6] 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.

commonly referred to as the "Ricky Drive store" in the following appropriate collective-bargaining unit:

> All full-time and regular part-time baristas and shift supervisors employed by the Employer at its coffee shop located at 11441 San Jose Blvd., Jacksonville, Florida, 32223 (Store #21922); excluding: all store managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act.

(b) Announcing to its employees that it will unilaterally change the enforcement of its dress code policy by more strictly enforcing the prohibition against the wearing of graphic T-shirts.

(c) Threatening employees with discipline pursuant to its unilaterally implemented stricter enforcement of its dress code policy's prohibition against the wearing of graphic T-shirts.

(d) Making a material change in the enforcement of the Dress Code Policy and enforcing those changes against employees in a bargaining unit represented by the Union without first notifying the Union and giving it an opportunity to bargain.

(e) Disciplining employees pursuant to its unilaterally implemented stricter enforcement of its dress code policy's prohibition against the wearing of graphic T-shirts.

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

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

(a) Before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following bargaining unit.

> All full-time and regular part-time baristas and shift supervisors employed by the Employer at its coffee shop located at 11441 San Jose Blvd., Jacksonville, Florida, 32223 (Store 21922); excluding: all store managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act.

(b) On request, restore to unit employees the terms and conditions of employment that were applicable prior to June 22, 2023, and continue them in effect until the parties either reach an agreement or a good-faith impasse in bargaining.

(c) Make whole the unit employees for any losses suffered by reasons of the unlawful unilateral change in the enforcement of the Dress Code policy at the Ricky Drive store on or after June 22, 2023, plus interest, and for any other direct or foreseeable pecuniary harms suffered as a result of that unlawful unilateral change, in the manner set forth in the remedy section of this decision.

(d) Within 14 days from the date of this Order, offer full reinstatement to any employees, who were discharged pursuant to the unlawful unilateral change in the enforcement of the Dress Code policy at the Ricky Drive store to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed.

(e) Within 14 days from the date of this Order, remove from all files any reference to the

any discipline or discharge issued pursuant to the unlawful unilateral change in the enforcement of the Dress Code policy at the Ricky Drive store and within three days thereafter notify the employees in writing that this has been done and that those occurrences will not be used against them in any way.

(f) Compensate affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 12, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating backpay awards to the appropriate calendar year(s) for each employee.

(g) File with the Regional Director for Region 12, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W-2 form(s) reflecting the backpay award.

(h) 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.

(i) Within 14 days after service by the Region, post at stores located at 11441 San Jose Blvd., Jacksonville, Florida, 32223 (Store #21922), (referred to as the Ricky Drive store) the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by Starbucks Corporation's authorized representative, shall be posted by Starbucks Corporation and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to the 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 the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 22, 2023.

(j) During this 60-day posting period, Respondent shall permit a duly appointed Board

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

agent to enter its facilities at reasonable times and in a manner not to unduly interfere with its operations, for the limited purpose of determining whether it is following the notice posting, distribution, and mailing requirements.

I recommend that the complaint be dismissed insofar as it alleges violations of the Act that I have not specifically found.

Dated, Washington, D.C., April 16, 2025

Kimberly Sorg-Graves

Kimberly Sorg-Graves
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES
POSTED AND MAILED 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 fail and refuse to bargain collectively with the Workers United, Southern Regionals Joint Board (Union), the designated exclusive collective-bargaining representative of Respondent's employees at store #21922 located at 11441 San Jose Blvd., Jacksonville, Florida, commonly referred to as the "Ricky Drive store" in the following appropriate collective bargaining unit:

> All full-time and regular part-time baristas and shift supervisors employed by the Employer at its coffee shop located at 11441 San Jose Blvd., Jacksonville, Florida, 32223 (Store #21922); excluding: all store managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act.

WE WILL NOT announce to employees that we will unilaterally change the enforcement of our dress code policy by more strictly enforcing the prohibition against the wearing of graphic T-shirts.

WE WILL NOT threaten employees with discipline pursuant to its unilaterally implemented stricter enforcement of its dress code policy's prohibition against the wearing of graphic T-shirts.

WE WILL NOT make a material change in the enforcement of the Dress Code Policy and enforce those changes against employees in a bargaining unit represented by the Union without first notifying the Union and giving it an opportunity to bargain.

WE WILL NOT discipline employees because we unilaterally implemented stricter enforcement of our dress code policy's prohibition against the wearing of graphic T-shirts.

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

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union, the designated exclusive collective-bargaining representative of Respondent's employees at store #21922

located at 11441 San Jose Blvd., Jacksonville, Florida, referred to as the "Ricky Drive store," in the following appropriate collective bargaining unit:

> All full-time and regular part-time baristas and shift supervisors employed by the Employer at its coffee shop located at 11441 San Jose Blvd., Jacksonville, Florida, 32223 (Store #21922); excluding: all store managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act.

WE WILL, on request of the Union, restore to the Ricky Drive store Unit employees the terms and conditions of employment that were applicable prior to June 22, 2023, and continue them in effect until we and the Union either reach an agreement or a good-faith impasse in bargaining.

WE WILL, within 14 days from the date of this Order, offer any employee discharged as a result of unlawful unilateral change in enforcement of the Dress Code policy, full reinstatement to their former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to their seniority or any other rights and privileges previously enjoyed.

WE WILL make the affected employees whole for any loss of earnings and other benefits resulting from the unlawful unilateral change in enforcement of the Dress Code policy, plus interest, and we will also make such employees whole for any other direct or foreseeable pecuniary harms suffered as a result of the unlawful unilateral change, plus interest.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful disciplines and/or discharges resulting from the unlawful unilateral change in enforcement of the Dress Code policy and within 3 days thereafter notify the employees in writing that this has been done and that the discipline and discharges will not be used against them in any way.

WE WILL compensate affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and we will file with the Regional Director for Region 12, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award(s) to the appropriate calendar year(s) for each employee.

WE WILL file with the Regional Director for Region 12, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W-2 form(s) reflecting the backpay award.

WE WILL 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.

Starbucks Company
(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

NLRB Region 12
201 E Kennedy Blvd, Ste 530,
Tampa, FL 33602–5824
Telephone: (813) 228–2641
Hours of operation: 8:00 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/12-CA-321037 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 (813) 228-2641.