JD(SF)–19–25
Seattle, WA

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

STARBUCKS CORPORATION

and Case 19–CA–295396

WORKERS UNITED

Angelie Chong, Esq.,
for the Acting General Counsel.
Ethan Balsam, Esq.,
Emily Carpapella, Esq,
for the Respondent.

DECISION

STATEMENT OF THE CASE

Eleanor Laws, Administrative Law Judge. This case was tried in Seattle, Washington on June 24, 2025. Workers United (the Charging Party or Union) filed the charge on May 6, 2022,[1] and the General Counsel issued the complaint on August 16, 2022. The parties filed a Joint Motion and Stipulation of Facts (joint motion) with the National Labor Relations Board (the Board) on November 8, 2022. The Board granted the joint motion on January 13, 2023, and the parties filed briefs. On October 30, 2024, the Board issued an order revoking its prior order granting the joint motion, stating it was "improvidently accepted," and remanding the case for a hearing before an administrative law judge.[2]

The complaint alleges the Respondent violated Section 8(a)(1) of the National Labor Relations Act (the Act) by issuing "Hi Partner" letters to employees threatening them by stating:

- Negotiations can often take more than a year – if a contract is reached at all;
- If a union is certified, benefits and wages will essentially be frozen while the parties negotiate the contract.

[1] All dates are in 2022 unless otherwise indicated.

[2] The Respondent requested reconsideration of the Board's October 30, 2024 order, but subsequently withdrew it.

The Respondent filed a timely answer denying all material allegations.

On the entire record, and after considering the briefs filed by the Acting General Counsel, the Respondent, and the Charging Party, I make the following findings, conclusions of law, and recommendations.

JURISDICTION

The Respondent is a Washington State corporation engaged in operating restaurants selling food and drink items with facilities located in the States of Washington and Oregon, among other locations. At all relevant times, the Respondent annually derived gross revenues in excess of $500,000 and purchased and received goods valued at more than $5,000 from points outside the States of Washington and Oregon. 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.

ALLEGED UNFAIR LABOR PRACTICES

Starbucks operates stores at the following locations: 1115 Valley River Drive, Eugene, Oregon, 97401 (the Valley River store); 505 5th Avenue S., Seattle, Washington, 98104 (the Union Station store); and 1600 E. Olive Way, Seattle, Washington 98102 (the Olive Way store). The Union filed representation petitions on the following dates:

- Valley River store: March 1, 2022
- Union Station store: March 16, 2022
- Olive Way store: March 29, 2022

The Regional Director approved stipulated election agreements setting mail ballot elections on the following dates:

- Valley River store: Stipulated election agreement April 1, 2022, mail ballot election April 14.
- Union Station store: Stipulated election agreement April 4, 2022, mail ballot election May 6.
- Olive Way store: Stipulated election agreement April 8, 2022, mail ballot election May 17.

The Union prevailed at all three stores.

Each store has a store manager, who manages the employees, referred to as "partners," in their store. Each store is part of a larger district, overseen by a district manager. [3] Johnna Turvin was the district manager overseeing the Olive Way store. Turvin sent a message to the partners at the Olive Way store on April 5, 2022, informing them of the petition and explaining the process

[3] There is no dispute that the store managers and district managers are statutory supervisors under the Act.

that would ensue, including voter eligibility and voting. The letter encouraged employees to ask management questions and get all the facts on unionization. Turvin's message noted that employees would not always agree with each other and encouraged kindness and respect. Turvin noted that anyone who felt pressured or harassed could reach out to their leaders or contact the NLRB.[4] Turvin encouraged everyone to vote, and closed by thanking the team and offering to work with them to make sure their experience was everything it should be. (R Exh. 7.)[5]

On April 11, 2022, Turvin signed a "Hi Partners" letter that was posted in the Olive Way store's breakroom for a couple of months. The letter started out by referencing the upcoming union election, and then specified what would occur over the next month:

> 1. There are a few meetings added to the schedule over the next few weeks to support you, answer questions and ensure you know how to vote. These are, as always, paid meetings. I encourage you to attend and look forward to connecting with you and answering any questions you have.
>
> 2. Eligible partners will have ballots mailed to them on May 17, and must return those ballots so the NLRB receives them in the Region 19 office by 1**:00 p.m. PDT on Tuesday, June 7, 2022**. If you have not received your ballot by May 24, 2022, you should contact the NLRB at (206) 220-6300 for a replacement ballot.
>
> 3. We want to let you know that on April 12, 2022, **we are legally required to give Workers United your name and the personal contact information we have on file for you**, and we will do so. You will likely hear from the union. Please know you have the right to treat a union organizer like you would anyone else - you are free to talk to them, but you aren't obligated to talk to anyone if you don't want.
>
> 4. **VOTE**! It's your voice. It's also a secret ballot. Nobody knows how you will vote unless you tell them. If you don't vote, the partners who do vote will decide for you and every future partner at our store. **There is no opt out if the majority of partners who submit their ballots enter a yes vote**. Generally speaking, if the union gets the votes needed to represent you, good faith negotiations can often take **more than a year** - if a contract is reached at all. If a union is certified, benefits and wages will essentially be frozen while the parties negotiate the contract.
>
> We will continue to share information, including how to vote by mail, over the next few weeks. **I hope you'll consider voting no**. I value the direct relationships I have built with each of you. Please reach out if you have any questions. We are all here for you, just as we always have been.

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[4] For reasons unexplained, the phone number provided in the April 5 message, 808-541-2814, is the NLRB's Honolulu office.

[5] Abbreviations used in this decision are as follows: "Tr." for transcript; "R Exh." for Respondent's exhibit; "GC Exh." for General Counsel's exhibit; "Jt. Exh" for joint exhibit; "GC Br." for General Counsel's brief; and "R Br." for the Respondent's brief. Although I have included several citations to the record to highlight particular testimony or exhibits, I emphasize that my findings and conclusions are based not solely on the evidence specifically cited but rather are based my review and consideration of the entire record.

(Jt. Exh. 3, emphasis in original.)

Nathaniel Iven-Diemer worked as a barista and shift supervisor at the Olive Way store in 2021–2022. He saw Turvin's letter posted in the break room for a month or two. He was very angry when he read the letter. Iven-Diemer was asked to explain to coworkers at his store what certain provisions meant and had to point out what was not true. He found it suspicious and "a little coercive"[6] that certain provisions were in bold print. Iven-Diemer also found the language, partially bolded, that good-faith negotiations could take more than a year if a contract was reached at all to be a little threatening. He took issue with the statement, "If a union is certified, benefits and wages will essentially be frozen while the parties negotiate the contract" because he believed it was untrue and illegal. Finally, Iven-Diemer believed the statement, in bold, "I hope you will consider voting no" to be completely unnecessary, and an opinion and attempt to sway the argument a certain way, which did not belong in the type of document the letter purported to be. The letter did not change Iven-Diemer's view on how to vote.

Anthony Cortez was the store manager at the Valley River store. Cortez issued a "Hi Partners" letter dated April 11, 2022. It was posted at the back of the store. Its language is essentially identical to Turvin's letter, set forth above.[7] (Jt. Exhs. 1, 2.)

Kayla Woodard was the district manager at the Union Station store. Woodard sent employees a message on March 24, 2022, informing employees of the petition and explaining what would ensue, that is identical to Turvin's April 5 message, described above. (R Exh. 2.) On April 13, she posted a flyer describing the voting process and instructed employees to read it. (R Exhs. 3–5.) Woodard issued a "Hi Partners" letter dated April 13, 2022. Its language is essentially identical to Turvin's letter, set forth above.[8] The letter was posted in the employee break room at the Union Station store. (Jt. Exh. 4.)

Erin Bray[9] was a shift supervisor at the Union Station store in 2021 and 2022. Bray took a photograph of the "Hi Partners" letter and talked with their store manager, Evan Weaver, about it on April 14. Bray told Weaver that some of the partners were confused by the letter and were concerned that the language stating benefits and wages would be "frozen" meant that they would be stopped, in line with the common understanding of "frozen assets." Weaver edited this language to clarify the meaning. On April 28, 2022, Woodard changed the language in numbered paragraph 4 from, "If a union is certified, benefits and wages will essentially be frozen while the parties negotiate the contract," to "If a union is certified, benefits and wages will essentially be unchanged or subject to the bargaining process." (R Exh. 6.) The revised April 28 letter was posted at the store.[10]

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[6] Tr. 26.

[7] In the third numbered paragraph of the letter, April 14 appears for the Union Station Store; April 12 appeared on the Olive Way letter.

[8] In the third numbered paragraph of the letter, April 6 appears for the Union Station Store; April 12 appeared on the Olive Way letter.

[9] Bray goes by the first name Ari.

[10] Woodard testified that she took down the April 13 letter and replaced it with the April 28 letter. (Tr. 67–68.) She did not recall if she was the person who physically removed the April 13 letter. (Tr. 71.)

Bray also had concerns about the language stating that negotiations could take more than a year, if a contract was reached at all, perceiving it as discouraging. Additionally, Bray did not agree with the implications that the direct relationship was at stake and did not like the insertion of the opinion that partners should vote against unionizing.

LEGAL STANDARDS, DECISION, AND ANALYSIS

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

"Whether a statement alleged to violate Section 8(a)(1) is unlawful turns on whether, under the totality of the circumstances, it has a reasonable tendency to coerce employees in the exercise of their Section 7 rights." *Amazon.com Services LLC*, 373 NLRB No. 136, slip op. at 5 (2024); See also *Mediplex of Danbury*, 314 NLRB 470, 472 (1994); *NCRNC, LLC d/b/a Northeast Center for Rehabilitation*, 372 NLRB No. 35, slip op. at 10 (2022) (explaining that when analyzing alleged threats, the Board asks whether the threat would reasonably tend to interfere with, restrain, or coerce an employee in the exercise of the employee's Section 7 rights, and noting that the test is an objective one, not based on subjective coerciveness)

Section 8(c) of the Act permits employers to express views, arguments, or opinions about unionization. Section 8(c) "merely implements the First Amendment" (*NLRB. v. Gissel Packing Co*., 395 U.S. 575, 617 (1969)), and states:

> The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act [subchapter], if such expression contains no threat of reprisal or force or promise of benefit.

That said, employer statements during union election campaigns must be carefully phrased to avoid coercion. For example, predictions of adverse consequences resulting from unionization must be based on objective facts and not on the employer's own volition. Statements that imply adverse outcomes solely within the employer's control are considered coercive and violate Section 8(a)(1). See *Sysco Grand Rapids, LLC v. NLRB*, 825 Fed.Appx. 348 (2020).

The lead case squaring Section 8(a)(1) and Section 8(c) rights is *NLRB v. Gissel Packing* above at 618, where the Supreme Court addressed this tension, stating:

> It is well settled that an employer is free to communicate to his employees any of his general views about unionism or any of his specific views about a particular union so long as the communications do not contain a "threat of reprisal or force or promise of benefit." He may even make a prediction as to the precise effect he believes unionization will have on the company. In such a case, however, the prediction must be carefully

> phrased on the basis of objective fact to convey an employer's belief as to demonstrably probable consequences beyond his control.

See also *National Propane Partners, L.P.*, 337 NLRB 1006, 1017 (2002). During an ongoing organizing campaign, employers may permissibly engage in legitimate campaign propaganda about the merits of union membership, as long as the campaign propaganda is not linked to comments that cross the line set by Section 8(a)(1) and become coercive from the objective standpoint of employees, over whom the employer has a measure of economic power. *Mesker Door, Inc*., 357 NLRB 591, 595 (2011) (quoting *Henry I. Siegel Co. v. NLRB*, 417 F.2d 1206, 1214 (6th Cir. 1969)), overruled on other grounds by *Tschiggfrie Properties, Ltd*., 368 NLRB No. 120, slip op. at 7 (2019); See also *Gissel*, above, at 617 ("[A]ny balancing of [Section 8(a)(1) and Section 8(c)] rights must take into account the economic dependence of the employees on their employers, and the necessary tendency of the former, because of that relationship, to pick up intended implications of the latter that might be more readily dismissed by a more disinterested ear").

A. Length/Outcome of Negotiations

Complaint paragraph 5(a)(i) alleges the Respondent violated Section 8(a)(1) of the Act by stating, in the "Hi Partner" letters, "Negotiations can often take more than a year – if a contract is reached at all."

It is a violation of Section 8(a)(1) for an employer to threaten employees that selection of union representation would be futile. *UNF, West, Inc*., 363 NLRB 886 (2016). In assessing whether a statement constitutes a violation, the Board looks at the surrounding circumstances, as detailed below.

The Acting General Counsel cites to *Valerie Manor*, 351 NLRB 1306 (2007), where the Board found a violation when the employer said negotiations could take up to two years and the parties could reach an impasse. The Board considered the statement in light of "extensive violations of Section 8(a)(1)" which resulted in setting aside an election and directing a second election. Moreover, supporting a finding of futility was a statement from the financial director of nursing home operations to employees that if the union were elected, Valerie Manor would not negotiate. The Acting General Counsel also cites to *Airtex*, 308 NLRB 1135, n.2 (1992). In that case, the Board found a violation where the company president told two employees that negotiations could last a year, that he only had to negotiate with the union, and not sign a contract. In finding a violation, the Board considered that the statement at issue did not stand alone, as the company president had, in the presence of another employee, threatened the lead union adherent with job loss and provided him with specific offers of a supervisory position if he eschewed his support for the union. The evidence here does not support similar aggravating factors.

In other contexts, the Board has found statements regarding the length of bargaining and the uncertainty of reaching a contract to be lawful. For example, in *Fern Terrace Lodge*, 297 NLRB 8, 8 (1989), relied on by the Respondent, the Board found the following statements from the healthcare institution's administrator were lawful:

> You should know that voting the union in does not automatically guarantee any increase in wages or other benefits, because under the law a company does not have to agree to any demand or proposal that a union might make. Even if it got in here, a union couldn't force us to agree to anything that we could not see our way clear to putting into effect from a business standpoint.
>
> . . .
>
> [W]e have just as much right under the law to ask that wages and other employee benefits be reduced as the union would have to ask that they be increased.

The Board found these remarks to be an accurate statement of the law, and the remarks did not imply that selecting the union would be futile. The Respondent also cites to *Histacount Corp*., 278 NLRB 681, 689–690 (1986), where the General Counsel alleged that a letter to all employees stating it would take 2 years or more before the Company would be legally compelled to bargain with the union violated Section 8(a)(1). The Board agreed with the administrative law judge that, in the context of the employer having told employees it intended to file objections if it lost the election, "such statements are probably correct and given the evidence herein, there was at least a colorable ground upon which the Respondent could have filed objections to the election had the Union obtained a majority of the votes."

To show that its statement about the length of bargaining was based in fact, the Respondent points to a report from Bloomberg Law that it took parties an average of 409 days to negotiate a first contract, as discussed by the administrative law judge in *Starbucks Corp*., 2022 WL 7506363 (2022). I note that the Board, in *Endurance Environmental Solutions, LLC,* 373 NLRB No. 141, n. 77 (2024), cited to a similar report, stating "Recent analysis by Bloomberg Law confirms that the trend toward lengthy first-contract bargaining has only worsened in the past several years. In 2022, the mean number of days from an NLRB election to contract ratification was 465 days. See Robert Combs, ANALYSIS: Now It Takes 465 Days to Sign a Union's First Contract, BLOOMBERG LAW (Aug. 2, 2022)." The Respondent's statement about the length of negotiations is grounded in fact and therefore not, without more, unlawful. As to the statement that a contract may not be reached at all, this too is a statement of fact, and not unlawful. *H.K. Porter Co. v. NLRB*, 397 U.S. 99, 107-08 (1970) (allowing the Board to compel agreement when the parties themselves are unable to agree would violate the fundamental premise on which the Act is based).

Based on the foregoing, I find the Acting General Counsel has not met his burden to prove the statement in the letter about the length and uncertainty around bargaining an initial contract, by itself, violates the Act. I therefore recommend dismissal of this complaint allegation. As discussed below, however, I find the statement at issue bolsters my finding that the statement that wages will be frozen during negotiations if a union is certified violates Section 8(a)(1).

B. Wages and Benefits Frozen During Negotiations

Complaint paragraph 5(a)(ii) alleges the Respondent violated Section 8(a)(1) of the Act by stating, in the "Hi Partner" letters, "If a union is certified, benefits and wages will essentially be frozen while the parties negotiate the contract."

The Acting General Counsel asks that I rely on the factual findings of the administrative law judge in *Starbucks Corp*., 2022 WL 7506363 (2022), and I do so for this allegation.[11] See *Voith Industrial Services, Inc*., 363 NLRB 1020 n. 2 (2016); *Grand Rapids Press of Booth Newspapers*, 327 NLRB 393, 394–395 (1998), enfd. mem. 215 F.3d 1327 (6th Cir. 2000). The salient facts, as found by the administrative law judge in the *Starbucks* case cited above are as follows:

> The October 27, 2021 edition of a company publication, "Partner Hub"[12] contained a letter to all U.S. partners from Rossann Williams, Starbucks Executive Vice President, and President North America. . . . The letter stated that investments the company will be making will enhance wages, training and in-store experiences nationwide. It continued to state that investment would include "Unprecedent[ed] Investments in Wages."
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> The letter went on to state that Starbucks would ensure that all partners earn at least $15/hour by Summer 2022. Effective in late January 2022, partners with two or more years of service could receive up to a 5% raise and partners with five or more years could receive up to a 10% raise. The letter stated, additionally, that by Summer 2022, average pay for all U.S. hourly partners will be nearly $17/hr. In December 2020, Starbucks committed to raising its wage floor to $15/hr. Further, the letter stated that barista hourly rates will range based on market and tenure from $15 to $23/hr. across the country in Summer 2022.

(Footnote and citations to the record omitted.)

The Board has found that an employer violates Section 8(a)(1) by advising employees that their wages would be frozen or put on hold during negotiations, conveying the message that they would not share in traditional wage increases which may be received by nonunion employees. *DHL Express, Inc*., 355 NLRB 1399, 1399–1400 (2010); See also *Jensen Enterprises*, 339 NLRB 877, 877–878 (2003). The Board in *DHL Express* distinguished *Mantrose-Haeuser Co*., 306 NLRB 377 (1992), and *Uarco*, 286 NLRB 55 (1987), because in those cases, the employer contemporaneously assured them that the status quo would require that union represented employees share in wage increases of a type they previously enjoyed. See *Mantrose-Haeuser Co*., above (employer assured employees that freezing wage and benefit programs meant that, during negotiations, it would continue its past practice of granting a Christmas bonus and December merit wage increases); *Uarco*, above (employees were told that status quo would continue); See also *Jensen Enterprises,* above, at 877 (employer's statement that wages will be frozen until a collective-bargaining agreement is signed violates Section 8(a)(1) of the Act if the employer has a past practice of granting periodic wage increases). In the instant case, there was no mention that the status quo, including the wage increases cited above, would be maintained during negotiations.[13] Clearly, employees could perceive (and did perceive)

[11] I rely only on the factual findings regarding the nationwide letter, not on factual findings regarding comments made by managers of stores or regions other than the three at issue here.

[12] I further take notice of the administrative law judge's decision in *Starbucks Corp.*, 2023 WL 6379600 (September 28, 2023), describing the partner hub as follows: "Respondent communicates weekly with partners by issuing updates on the Partner Hub, which functions effectively as an electronic bulletin board for stores nationwide."

[13] The Respondent's contention that the phrase "essentially be frozen" signaled an exception to any

that not only might they not get wage increases, but some feared that they may not have access to their wages and benefits during negotiations.[14]

Though I find the statement about frozen wages and benefits if the union is certified, without more, violates Section 8(a)(1) under extant Board law, considering the statement regarding the length of negotiations in conjunction with the statement that benefits and wages would be frozen during negotiations strengthens the Acting General Counsel's position. Threats that the pay of unionized employees would be frozen in place during lengthy negotiations while nonunion employees receive regular increases and improvements is a violation of Section 8(a)(1). *Amazon.com Services*, supra; See also *Teksid Aluminum Foundry*, 311 NLRB 711, 711 n. 2, 717 (1993)(company president telling the employees that wages and benefits would be frozen until "contract negotiations [which] often last many, many months ... and in some cases ... years." were completed, with no hint that collective bargaining was a give-and-take process, violated the Act).

The Respondent contends that its statements here are more innocuous than statements in *Wild Oats Mkts., Inc*., 344 NLRB 717, 717 (2005), that employees could get less following negotiations. (R Br. 11.) This is an apples and oranges comparison, however, as one speaks to requirements during negotiations and the other speaks to potential outcomes after negotiations. They do not adhere to the same standards.

The Respondent cites to *Midland National Life Insurance Co.,* 263 NLRB 127 (1982), for the proposition that the Board will no longer probe into the truth or falsity of campaign statements and will not set aside elections based on misleading campaign statements, and to *Furr's Inc*., 265 NLRB 1300, 1300 n.10 (1982) and *Didlake, Inc*., 367 NLRB No. 125 (2019) slip op. at 1–2, extending the logic of *Midland* to legal misrepresentations. All three cases occurred in the context of objections filed following representation elections. Whether a statement is a threat and whether a statement is a misrepresentation can be separate questions. See *Greensboro News Co*., 257 NLRB at 701 n. 5 ("Because we find that the statement constitutes a threat, we find it unnecessary to pass on the . . . finding that the statement constitutes a misrepresentation.").[15] I find that the misrepresentation here, that wages and benefits would be frozen during negotiations, in the wake of a previous announcement of planned increases to take effect during the summer of 2022, with no explanation or even hint that

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notion that the Respondent would be prevented from giving wage or benefit increases is unavailing. The term "essentially" according to the Oxford Dictionary means, "used to emphasize the basic, fundamental, or intrinsic nature of a person, thing, or situation." According to Mirriam Webster it means, "used to identify or stress the basic or essential character or nature of a person or thing or to say that a description is basically true or accurate."

[14] The Respondent contends that because no evidence of context was provided for the Valley River store, the Acting General Counsel cannot meet his burden. Even assuming subjective evidence was required, the Acting General Counsel presented testimony that employees subjected to the very same letter were confused and feared that their wages and benefits would be stopped.

[15] *Greensboro News Co*. was overruled by *Tri-Cast*, 274 NLRB 377 (1985), which held that statements about not being able to deal on a person-to-person basis with employees are not generally unlawful. However, the proposition that threats and misrepresentations are two different things remains unchanged. *Tri-Cast* was subsequently overruled, prospectively only, by *Siren Retail Corp*., 373 NLRB No. 135 (2024).

the status quo would continue, constituted a threat. See *Siren Retail Corp*., 373 NLRB No. 135 (2024).

Next, the Respondent asserts that Starbucks did not intend to coerce partners. Citing to *Gissel*, above at 619, the Respondent points out that the Board must ask, "What did the speaker intend?" The full passage from *Gissel*, which the Respondent addresses, reads:

> In carrying out its duty to focus on the question: '(W)hat did the speaker intend and the listener understand?' (A. Cox, Law and the National Labor Policy 44 (1960)), the Board could reasonably conclude that the intended and understood import of that message was not to predict that unionization would inevitably cause the plant to close but to threaten to throw employees out of work regardless of the economic realities. In this connection, we need go no further than to point out (1) that petitioner had no support for its basic assumption that the union, which had not yet even presented any demands, would have to strike to be heard, and that it admitted at the hearing that it had no basis for attributing other plant closings in the area to unionism; and (2) that the Board has often found that employees, who are particularly sensitive to rumors of plant closings, take such hints as coercive threats rather than honest forecasts.

Id. at 618–619 (footnotes omitted). First, it is clear the managers who posted the letter did not write it, as it was the same letter posted at three different stores by three different managers, and neither of the two managers who testified at the hearing said they wrote it. The subjective intent of the message is therefore not a matter of record. And, as explained above, the Acting General Counsel presented evidence that a reasonable employee could (and did) construe the language as threatening their wages.

Finally, the Respondent contends that any unlawful statement was de minimis and did not impact partners. The Respondent cites to *Jimmy Wakely Show*, 202 NLRB 620, 622 (1973), where the Board determined that a single incident was a technical violation of the Act but nonetheless dismissed the complaint because it was too insignificant to warrant finding a violation or ordering relief. I cannot find, however, that the reasoning in *Jimmy Wakel*y, a case involving a highly specific fact pattern in the context of an alleged 8(b)(1)(B) violation, applies to an 8(a)(1) case amid an active union organizing campaign. Moreover, the Board has since limited the scope of the de minimis defense by finding that an unlawful statement cannot be deemed de minimis simply because a respondent may not have engaged in other unlawful acts, or because the union found some success with bargaining after the violation occurred. *Holladay Park Hospital*, 262 NLRB 278, 279 (1982); *Regency at the Rodeway Inn*, 255 NLRB 961, 961–962 & n. 5 (1981). See also *Vision Battery USA*, 371 NLRB No. 133, slip op. at n.2 (2022) (Board, in affirming dismissal of 8(a)(1) allegation, did "not rely on the judge's statement that a remedial order would not be necessary even if the General Counsel had established the alleged violation.") Accordingly, I do not find merit to this defense.

While I have found the language that wages and benefits will be frozen during negotiations violated Section 8(a)(1), the facts establish that at the Union Station store, a revised statement was posted which said, "If a union is certified, benefits and wages will essentially be unchanged or subject to the bargaining process.". The Acting General asserts that this clarification failed to cure its unlawful statement. To be effective, the Respondent's subsequent

attempts at clarification must be timely, unambiguous, specific in nature, adequately published, accompanied by assurances against future interference with its employees' Section 7 rights, and free from other contemporaneous illegal conduct. *Passavant Memorial Hospital*, 237 NLRB 138 (1978). The clarification was posted on April 28, two weeks after the original coercive letter, and just over a week before the election. There was no evidence that Woodard provided assurances against future interference with employees' Section 7 rights. Accordingly, I find that the Respondent failed to cure its unlawful statement.[16]

C. Constitutional Arguments

The Respondent articulates several defenses based on its assertion that the Board and its proceedings are unconstitutional.[17] I am bound by the interpretive caselaw of the Board and the Supreme Court, neither of which, to date, have held that the Act, the Board, or its proceedings violate the Constitution. As such, these arguments are unavailing.

CONCLUSIONS OF LAW

1. By threatening employees that their wages and benefits will be frozen during contract negotiations if a Union is certified, the Respondent has engaged in unfair labor practices in violation of Section 8(a)(1) of the Act.

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

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.

Having found the Respondent posted a letter threatening employees that their wages and benefits will be frozen during contract negotiations if a union is certified, the Respondent will be ordered to cease and desist from such action and to remove this language from any flyers posted at the Olive Way, Valley River, and Union Station stores.

I will order that the employer post a notice at the facility in the usual manner, and distribute the notice electronically to the extent mandated in *J. Picini Flooring*, 356 NLRB 11, 15-16 (2010), and *Durham School Services*, 360 NLRB 694 (2014). In accordance with *J. Picini Flooring*, the question as to whether an electronic notice is appropriate, and if so what method of electronic notice should be required, is to be resolved at the compliance phase. Id. at 13.

[16] There was no evidence the original statements were revised at the Valley River or Olive Way stores.

[17] Other affirmative defenses were asserted in the Respondent's answer but not argued at the hearing or in closing brief and are therefore not addressed.

The Acting General Counsel, in the complaint, sought an order requiring the Respondent to conduct training for managers and supervisors on their obligations under the Act. The Respondent objects to this remedy. In *Federated Logistics & Operations*, 340 NLRB 255, 256 (2003), the Board, citing *Fieldcrest Cannon, Inc*., 318 NLRB 470, 473 (1995), stated that it "may order enhanced or extraordinary remedies when the Respondent's unfair labor practices are 'so numerous, pervasive, and outrageous' that such remedies are necessary to 'dissipate fully the coercive effects of the unfair labor practices found.'" I find traditional remedies are adequate for the violation in this decision, and therefore the enhanced remedy of manager and supervisor training is not ordered. The Respondent also objects to enhanced remedies regarding the notice posting. Aside from a specific reference to the Partner Hub, which is not included in the remedy herein, the Acting General Counsel does not seek anything beyond the standard remedy. (GC Br. 19–20.)

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[18]

ORDER

The Respondent, Starbucks Corporation, Seattle, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening employees that their wages and benefits will be frozen during contract negotiations if a union is certified.

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

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

(a) Remove the following language from any flyer posted at the Olive Way, Valley River and Union Station stores: "If a union is certified, benefits and wages will essentially be frozen while the parties negotiate the contract."

(b) Within 14 days after service by the Region, post at its 1115 Valley River Dr., Eugene, Oregon; 505 5th Ave S, Seattle, Washington; and 1600 E Olive Way, Seattle, Washington locations, copies of the attached notice marked "Appendix."[19] Copies of the notice, on forms provided by the Regional Director for Region 19, after being

[18] 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.

19 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."

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 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. 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 at any time since April 11, 2022.

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

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. August 11, 2025

Eleanor Laws
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 threaten you that your wages and benefits will be frozen during contract negotiations if a union is certified.

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

WE WILL remove the following language from any flyer posted at the Olive Way, Valley River and Union Station stores: "If a union is certified, benefits and wages will essentially be frozen while the parties negotiate the contract" and WE WILL take appropriate steps to ensure management complies with this directive.

STARBUCKS CORPORATION
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

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

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/19-CA-295396 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

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

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (206) 220-6284.