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Anheuser-Busch, LLC *and* Matthew C. Brown *and* International Brotherhood of Teamsters Local 947 and International Brotherhood of Teamsters, Brewery and Soft Drink Workers Conference. Case 12–CA–094114

June 12, 2026

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

This case is on remand from the United States Court of Appeals for the Eleventh Circuit. On May 22, 2019, the National Labor Relations Board issued a Decision and Order in the above-entitled proceeding. 367 NLRB No. 132 (2019). Reversing the judge, a divided Board dismissed the complaint and found that the Respondent lawfully filed a Motion to Dismiss or Stay and to Compel Arbitration (Motion to Compel), concluding that it was protected by the Petition Clause of the First Amendment. The Board reasoned that the Respondent did not have "an objective that is illegal under federal law," pursuant to footnote 5 of the United States Supreme Court decision in *Bill Johnson's Restaurants v. NLRB*, 461 U.S. 731, 737 fn. 5 (1983), as the Respondent did not commit an "underlying act" in violation of federal law.

Subsequently, Charging Party International Brotherhood of Teamsters Local 947 (the Union) petitioned the Eleventh Circuit for review of the Board's dismissal of the complaint. On May 3, 2023, the court issued its decision, in which it granted the Union's petition, vacated the Board's decision, and remanded the case to the Board for further consideration. *Teamsters Local 947 v. NLRB*, 66 F.4th 1294 (11th Cir. 2023). The court held that the Board erred in finding that the Respondent's Motion to Compel was constitutionally protected because the Respondent could not have had an illegal objective without committing an "underlying act."

On July 13, 2023, the Board advised the parties that it had accepted the court's remand and invited them to file statements of position. The Respondent, the Union, Charging Party Matthew C. Brown, and the General Counsel each filed statements.

The Board has reviewed the entire record, including the parties' statements of position, in light of the court's decision, which we accept as the law of the case. For the reasons explained below, we affirm the judge's findings and conclusions that the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act by filing its Motion to Compel arbitration under the DRP.

I. INTRODUCTION

At the heart of this case is an employee who sought to exercise his statutory right under Title VII of the Civil Rights Act of 1964 (Title VII) to his day in court. After exhausting the administrative process, the United States Equal Employment Opportunity Commission (EEOC) sent Brown a letter informing him of his right to sue the Respondent for alleged racial discrimination and retaliation against him. Brown filed a lawsuit in the United States District Court for the Middle District of Florida. Although the Respondent maintained a Dispute Resolution Program (DRP), which specified that arbitration would be the exclusive method for resolving workplace disputes, the Respondent expressly excluded, from the DRP, employees like Brown who were members of a collective-bargaining unit and covered by a collective-bargaining agreement.[1] Nonetheless, by petitioning the federal court to compel Brown to arbitrate his claims, the Respondent unilaterally imposed on him a new term and condition of employment in contravention of the Respondent's bargaining obligations under the Act.

II. FACTS

In June 2004, when he first applied for a job with the Respondent, Brown signed an application form that referenced the DRP.[2] In September 2004, the Respondent hired Brown. Initially, Brown worked for about 8 months as a weekend relief worker; he then spent several years as an apprentice I. Both positions were in the bargaining unit represented by the Union. The Union had negotiated a collective-bargaining agreement that contained a grievance-arbitration provision different from the DRP. The collective-bargaining agreement provided for a three-step grievance procedure culminating in final and binding arbitration before the Multi-Plant Grievance Committee (the

[1] The DRP provided that final and binding arbitration would be the exclusive method for salaried and non-union hourly employees to resolve any claim against the Respondent, including employment discrimination claims. The DRP required covered employees "to waive all rights to a trial before a jury on such claims, and to accept an arbitrator's decision as the final, binding and exclusive determination."

[2] Specifically, the job application form Brown signed stated: "I AGREE THAT IF I BECOME EMPLOYED BY THE [RESPONDENT], AND UNLESS A WRITTEN CONTRACT PROVIDES TO THE CONTRARY, ANY CLAIM I MAY HAVE AGAINST THE [RESPONDENT] WILL BE SUBJECT TO FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE [RESPONDENT'S] DISPUTE RESOLUTION PROGRAM, AND THAT ARBITRATION WILL BE THE EXCLUSIVE METHOD I WILL HAVE FOR FINAL AND BINDING RESOLUTION OF ANY SUCH CLAIM." The DRP itself stated that it "applies to all salaried and non-union hourly employees of [the Respondent]."

MPGC) for claims covered by the collective-bargaining agreement.[3]

On March 11, 2010, the Respondent discharged Brown. On March 22, 2010, the Union filed a grievance claiming that the discharge was not issued in a fair and impartial manner for just and sufficient cause and constituted disparate treatment. On March 30, 2010, Brown filed a charge with the Florida Commission on Human Relations alleging that the discharge was in retaliation for a previous charge that he filed with the Florida Commission on Human Relations alleging that a September 23, 2009 suspension was unlawfully based on race. On May 3, 2010, the MPGC upheld the discharge.

On April 3, 2012, after exhausting the administrative process, Brown filed a complaint against the Respondent in federal court alleging racial discrimination and retaliation in violation of Title VII.[4] On June 4, 2012, the Respondent filed its Motion to Compel arbitration. Before the court, the Respondent argued that Brown was only permitted to bring his statutory race discrimination and retaliation claims under the collective-bargaining agreement's grievance-arbitration procedure. Nonetheless, for the first time, the Respondent also argued, in the alternative, that Brown personally agreed in 2004 to exclusively arbitrate his statutory claims pursuant to the DRP referenced in Brown's job application. It is undisputed that the Respondent never gave the Union notice or an opportunity to bargain over the application of the DRP to bargaining-unit employees.

III. EARLIER BOARD PROCEEDING AND COURT REMAND

On December 3, 2012, Brown filed an unfair labor practice charge alleging that, by virtue of the Respondent's Motion to Compel, the Respondent unilaterally applied the DRP to him and changed his terms and conditions of employment in violation of Section 8(a)(5) and (1). The General Counsel issued a complaint. The administrative law judge found the violation after rejecting the Respondent's argument that, at the time the Respondent filed its Motion to Compel to apply the DRP to him, Brown was a former employee and no longer a bargaining-unit member excluded from the scope of the DRP.

On May 22, 2019, the Board reversed the judge and dismissed the complaint. *Anheuser-Busch, LLC*, 367 NLRB No. 132, slip op. at 6. The Board rooted its analysis in the Supreme Court decision in *Bill Johnson's Restaurants v. NLRB,* which protects the First Amendment right to petition by limiting the Board's authority to enjoin a party's litigation efforts that constitute an unfair labor practice. Id., slip op. at 3-6. There, the Supreme Court held that, in general, the Board may enjoin litigation as an unfair labor practice only if it is both baseless and intended to retaliate against the exercise of Section 7 rights.[5] Id., slip op. at 3. Nonetheless, in footnote 5 of *Bill Johnson's*, the Supreme Court created an exception to that rule. Litigation that is not baseless and retaliatory may still violate the Act if it "has an objective that is illegal under federal law." Ibid. (quoting 461 U.S. at 737 fn. 5).

In analyzing whether the Respondent's Motion to Compel had an illegal objective, the Board concluded that the filing needed to further an "underlying act" that violates the law, such as the Respondent seeking to enforce a policy that itself was illegal. Id., slip op. at 4. Because the DRP was not alleged to be facially unlawful, the Board concluded that the Respondent did not have an "illegal objective" solely by seeking to bind Brown to it, even if it constituted a unilateral change to a term and condition of employment. Ibid.[6]

On review, the Eleventh Circuit held that the Board erred in its application of the *Bill Johnson's* standard, vacated the Board decision, and remanded the case back to the Board to reconsider the case in a manner consistent with the court's decision. *Teamsters Local 947*, 66 F.4th at 1297. Initially, in recounting the Board decision, the court explained that the only issue before it was whether the Respondent's First Amendment right to petition would be violated by requiring the Respondent to withdraw its Motion to Compel Brown to arbitrate his claims under the DRP. Id. at 1302.[7] The court recognized that the Board has the authority to enjoin litigation and require a party to cease pursuing a court motion, in accordance with *Bill Johnson's*, where a party "has an objective that is illegal under federal law." Id. at 1308. Applying that principle, the court recognized that "the Board here made no inquiry whether compelled arbitration in this case would violate the [Act]." Id. at 1310.

After examining Board and court caselaw, the court rejected the Board's position and determined that a lawsuit's

[3] The MPGC consisted of two members each from the Respondent and the Union and a neutral member chosen by the MPGC from a list of neutrals provided by the American Arbitration Association.

[4] *Brown v. Anheuser-Busch Companies, LLC*, Case No. 3:12-cv-365 (M.D. Fla.).

[5] While *Bill Johnson's* concerned only the Board's ability to enjoin ongoing litigation, the Supreme Court subsequently held that the baseless-and-retaliatory standard should also apply to liability for concluded litigation as well. *BE & K Construction Co. v. NLRB*, 536 U.S. 516 (2002).

[6] In dissent, Member McFerran asserted that the Respondent unilaterally applied the DRP to bargaining-unit employee Brown in violation of Sec. 8(a)(5) and (1). Id., slip op. at 7. She reasoned that, because of the illegality of the unilateral implementation of the DRP to Brown, the Respondent's Motion to Compel had an illegal objective under *Bill Johnson's* and should be enjoined. Id., slip op. at 8.

[7] The court noted that whether Brown was at all relevant times an "employee" within the meaning of the Act was not before it. Id.

attempt to enforce a contract in a manner violative of the Act constitutes litigation that has an illegal objective and the Board may therefore enjoin. Id. at 1311–1312. Responding to the Board decision, the court chastised the Board for "[taking] it upon itself to add a gloss that greatly narrowed—if not eviscerated—what had been understood to be *Bill Johnson's* illegal-objective principle" by reasoning that "there must be some additional illegal 'underlying act' beyond the filing of the particular litigation in question, albeit it offered no hint what such an act might be." Id. at 1312. The court concluded that "it is the Supreme Court itself that must alter footnote 5 should it someday determine that the 'illegal objective' exception strikes the wrong balance between the First Amendment Right to Petition and deference to the NLRB's power to enforce the [Act]." Id. at 1316. In remanding the case, the court instructed the Board to "determine whether the outcome sought by [the Respondent's] motion—the compelled arbitration of Brown's Title VII claims under the [DRP]—would violate the [Act]." Id. at 1317.

On July 13, 2023, we accepted the court's remand and invited the parties to file position statements with respect to the issues raised by the remand. Having accepted the court decision as the law of the case, we now answer in the affirmative that the Respondent's Motion to enforce the DRP was a unilateral change to Brown's terms and conditions of employment made without having provided the Union notice and an opportunity to bargain, in violation of Section 8(a)(5) and (1). We shall order the Respondent to withdraw the portions of its Motion to Compel that seek to require Brown to arbitrate his claims against the Respondent pursuant to the DRP and to take other actions necessary to restore the status quo.

IV. ANALYSIS

Pursuant to the court remand, a legal filing that seeks to implement a unilateral change in violation of Section 8(a)(5) and (1) has an illegal objective and is not protected by the First Amendment. The issue here then is whether the Respondent violated Section 8(a)(5) and (1) by unilaterally changing whether Brown, a bargaining-unit employee covered by the parties' collective-bargaining agreement, could pursue a legal challenge to his suspension and discharge in court. If so, the Board has the authority to order the Respondent to withdraw the legal filing and to award other appropriate remedies.

Under Section 8(d) of the Act, the Respondent is required to bargain with employees' collective-bargaining representative over mandatory subjects of bargaining. *NLRB v. Katz*, 369 U.S. 736, 743–744 (1962). This includes the implementation of a dispute-resolution process that requires employees to arbitrate all work-related claims and to waive their right to sue their employer. See *Utility Vault Co.*, 345 NLRB 79, 79 fn. 2 (2005); see also *Litton Financial Printing Division v. NLRB*, 501 U.S. 190, 199 (1991).

Because implementation of the DRP was a mandatory subject of bargaining, the Respondent could not apply the DRP unilaterally to a bargaining-unit employee like Brown. And tellingly, the DRP's express terms state that the Respondent had not. The DRP explicitly excludes bargaining-unit employees. It covers only the Respondent's "salaried and non-union hourly employees." Throughout his employment with the Respondent, Brown worked in union hourly positions. Furthermore, the job application Brown signed stated that the DRP would not apply where "a written contract provides to the contrary," which necessarily includes the Respondent's collective-bargaining agreement with the Union. Brown therefore was never subject to the DRP, and the Respondent's attempt to apply it to Brown, a bargaining-unit employee, constituted a unilateral change in violation of Section 8(a)(5) and (1).

Moreover, even if the DRP's express terms did not preclude it from applying to Brown, the Respondent could not unilaterally apply it to cover bargaining-unit employees. The Respondent had a duty to bargain with the Union if it wanted the DRP to apply to bargaining-unit employees. On this point, there is no dispute that the Respondent never provided the Union with notice of—much less an opportunity to bargain over—the application of the DRP to bargaining-unit employees. Nor is there any contention that the Union consented or waived its statutory right to bargain. Instead, the parties' collective-bargaining agreement shows that the parties had successfully bargained over a dispute-resolution process, which contained an entirely different grievance-and-arbitration procedure than the DRP. In fact, as part of the collective-bargaining agreement, the parties bargained for a three-step process for resolving "any matter" involving alleged violations of the collective-bargaining agreement, including that any discharge or other discipline levied by the Respondent be "in a fair and impartial manner for just and sufficient cause."

Importantly, unlike the DRP, the collective-bargaining agreement was silent on bargaining-unit employees' rights under Title VII to pursue racial discrimination and retaliation claims in court. A union negotiates away those statutory rights only when the contractual waiver is "clear and unmistakable." *14 Penn Plaza LLC v. Pyett*, 556 U.S. 247, 260-264 (2009). Moreover, the Respondent cannot contend that it effectively sidestepped the Union by reaching its own arbitration agreement with Brown, such as through the language in his signed job application. In the absence of the Union permitting such individual agreements, of which there is no evidence, any individual agreements

also would have been unlawful; Brown could not personally waive the benefits and protections afforded to him under the parties' collective-bargaining agreement. See *J.I. Case Co. v. NLRB*, 321 U.S. 332, 338 (1944).

To counter the compelling evidence that the Respondent unilaterally imposed a new term and condition of employment on Brown, the Respondent makes several arguments, none of which have merit. First, the Respondent avers that the Board should consider whether the federal policy favoring arbitration established in the Federal Arbitration Act (FAA) requires the Board to defer to a federal court on the enforceability of the DRP, despite the parties' collective-bargaining obligations under the Act. We note that the Respondent raised a similar argument regarding the FAA before the Eleventh Circuit. Notwithstanding, the Eleventh Circuit's remand instructed the Board to consider only whether the Respondent's Motion to Compel violated the Act. Having accepted the Eleventh Circuit's remand, we decline the Respondent's suggestion that we consider the broader implications of the FAA on the Respondent's collective-bargaining obligations.[8]

Relatedly, the Respondent seeks to rely on the Supreme Court decision in *Epic Systems Corp. v. Lewis*, 584 U.S. 497 (2018), to assert that, whenever there is any doubt as to the arbitrability of a dispute, the Act must yield to the FAA and the federal policy favoring the enforcement of arbitration agreements. However, *Epic Systems* has no bearing on the remanded issue in this proceeding. *Epic Systems* involved whether the Act created a right to class- or collective-action procedures that could not be waived through an agreement to arbitrate claims on an individual basis. This case presents no such issue.

In addition, the Respondent claims that, at the time Brown signed his job application referencing the DRP, Brown was not a statutory employee. This argument misses the mark, however. The salient consideration here is that Brown was a statutory employee when the Respondent discharged him.[9]

Similarly, there is no merit to the Respondent's contention that the DRP applies to Brown because he was not a statutory employee at the time the Respondent filed the Motion to Compel. Regardless of whether Brown remained a statutory employee at the time he filed his Title VII lawsuit, he indisputably was one when the Respondent discharged him.

For similar reasons, the Respondent's reliance on *Allied Chemical & Alkali Workers, Local Union No. 1 v. Pittsburgh Plate Glass Co.*, 404 U.S. 157 (1971), to argue that Brown was not a part of the bargaining unit when it filed its Motion to Compel because he had been completely and finally separated from employment is misplaced. *Pittsburgh Plate Glass* concerned the unilateral modification of health-insurance benefits received by retired employees. The Court first rejected the Board's argument that retirees fell within the statutory definition of "employee." Because the retirees were not part of the bargaining unit, the Court held, their health insurance was not a mandatory subject of bargaining unless it vitally affected the terms and conditions of active employees' employment. The Court held that it did not, making it a nonmandatory subject of bargaining.

Here, in contrast to the retirees in *Pittsburgh Plate Glass*, Brown is seeking to exercise his statutory right under Title VII to challenge the Respondent's discharge decision, a discharge that obviously and necessarily arose while he was a bargaining-unit employee. For that reason, the Respondent's contention that its Motion to Compel only had at most a tangential effect on Brown's rights under the Act because it did not seek to compel arbitration of collectively bargained rights is incorrect. Indeed, the Board rejected a nearly identical argument in *Utility Vault Co.*, 345 NLRB at 79 fn. 2, 82–83.[10]

More generally, there is no reasonable basis for the Respondent's claim that Brown's discharge—even assuming, arguendo, it made him no longer an employee under the Act—strips him of his statutory right to challenge his

[8] The Respondent asserts that certain cases cited by the Eleventh Circuit regarding the extent to which its Motion to Compel should be afforded constitutional protections are inapposite. Specifically, the Respondent contends that the cases relied on by the Eleventh Circuit to hold that it could have had an "illegal objective" in filing its Motion to Compel did not involve a purported conflict between the Act and another federal law, such as the FAA. Regardless of the merits of the Respondent's arguments on this point, however, we are bound by the Eleventh Circuit's decision that clearly answered the question that the Respondent seeks to relitigate. If the Respondent's Motion to Compel violates the Act, it is not protected by the First Amendment, and the Board has the remedial authority to order the Respondent to withdraw it.

[9] We find it unnecessary to pass on the judge's finding that Brown was a statutory employee when he applied for employment. All that matters is that Brown was a statutory employee, who was covered by the parties' collective-bargaining agreement, at the time that his grievances over his suspension and discharge arose. Moreover, regardless of Brown's status at the time he signed the DRP, the Respondent's application of the DRP to bargaining unit employees was a mandatory subject of bargaining because it vitally affected their terms and conditions of employment. See *Utility Vault Co.*, 345 NLRB at 82–83 (employer dispute resolution process signed at the start of employment was a mandatory subject of bargaining because it applied to bargaining unit employees throughout and after their employment).

[10] Moreover, contrary to the Respondent's claim, Brown had just as much of a right as the Union in ensuring that his rights under the collective-bargaining agreement were being honored. See *NLRB v. City Disposal Systems Inc.*, 465 U.S. 822, 832 (1984). ("Nor would it make sense for a union to negotiate a collective-bargaining agreement if individual employees could not invoke the rights thereby created against their employer.").

discharge in court under Title VII. It would not only be contrary to the purposes of the right to collective bargaining guaranteed in the Act, but also fly in the face of logic, for the Respondent to be able to take away Brown's contractual rights by simply discharging him, at the very instance when those rights are the most important to him.[11]

Accordingly, the Respondent's Motion to Compel arbitration under the DRP effectively asked the federal court to sanction a change that it could not lawfully implement otherwise. By instituting a unilateral change in violation of Section 8(a)(5) and (1), the Respondent had an illegal objective pursuant to footnote 5 of *Bill Johnson's* in filing the Motion to Compel, which the Board is empowered to order the Respondent to withdraw.

REMEDY

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

Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by unilaterally changing Brown's terms and conditions of employment by filing its Motion to Compel seeking to require him to abide by the DRP, we shall order the Respondent to withdraw the portion of the Motion to Compel filed in Brown's federal court lawsuit that seeks to have the federal court direct that the matter be decided pursuant to the Respondent's DRP. The Respondent shall also be required to reimburse Brown for all legal and other expenses that he incurred in defending against the Motion to Compel related to the DRP.[12] See *Bill Johnson's Restaurants*, 461 U.S. at 747 ("If a violation is found, the Board may order the employer to reimburse the employees whom he had wrongfully sued for their attorney's fees and other expenses."). The Respondent's reimbursement of Brown for legal costs and other expenses shall include 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). See *Atelier Condominium & Cooper Square Realty*, 361 NLRB 966, 966 fn. 2 (2014), enfd. 653 Fed. Appx. 62 (2d Cir. 2016). While we recognize the potential difficulty in calculating the reimbursable fees and expenses attributable to the Respondent's unlawful conduct in attempting to bind Brown to the DRP, we leave it to compliance for the parties to submit documentation to substantiate their claims as to how much time was spent in defending against the Respondent's unlawful filing and determining the amount of reimbursement necessary to make Brown whole for the Respondent's unlawful conduct.

The Respondent shall also be required, within 14 days after service by the Region, to post and maintain the attached remedial notice for 60 consecutive days in conspicuous places at its Jacksonville, Florida facility, 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.

ORDER

The National Labor Relations Board orders that the Respondent, Anheuser-Busch, LLC, Jacksonville, Florida, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Requesting that the federal court in *Brown v. Anheuser-Busch Companies, LLC*, Case No. 3:12-cv-365 (M.D. Fla.), refer the matter to arbitration and have the case decided through the Respondent's Dispute Resolution Program (DRP).

(b) Unilaterally changing the terms and conditions of employment of its unit employees.

(c) 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 policies of the Act.

(a) the relevant parties and the federal court in *Brown v. Anheuser-Busch Companies, LLC*, Case No. 3:12-cv-365 (M.D. Fla.), that it is rescinding its application of the Respondent's DRP to Brown.

(b) Withdraw that portion of its defense in *Brown v. Anheuser-Busch Companies, LLC*, Case No. 3:12-cv-365 (M.D. Fla.), that requests that the federal court refer the matter to arbitration and have it decided through the Respondent's DRP.

(c) Reimburse Matthew C. Brown for all legal and other expenses incurred in responding to the Respondent's

[11] Brown's lawsuit challenged both his suspension and his discharge as racially discriminatory; he filed EEOC charges after each action and obtained a right-to-sue notice regarding each charge. Even if Brown had not ultimately been discharged, he might still have filed a lawsuit regarding his suspension.

In the district court, the Respondent argued that "[w]hile the DRP states that it applies to 'all salaried and non-union hourly employees,' . . . the DRP does not prohibit union-represented employees, like Brown, from agreeing to arbitrate statutory claims pursuant to the DRP." Joint Exh. 12 at 7 fn.1. By that logic, the DRP would have applied to Brown's lawsuit over his suspension even if he had remained a member of the Respondent's workforce. And as mentioned above, the Respondent cannot lawfully enter into such agreements with bargaining-unit employees absent permission from the Union.

[12] Member Mayer would not order the Respondent to reimburse Brown's legal expenses.

Motion to Dismiss or Stay and to Compel Arbitration as it relates to the DRP in *Brown v. Anheuser-Busch Companies, LLC*, Case No. 3:12-cv-365 (M.D. Fla.), with interest, in the manner set forth in the remedy section of this decision.

(d) Within 14 days after service by the Region, post at its Jacksonville, Florida facility, copies of the notice marked "Appendix."[13] Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the posted notices are not altered, defaced, or covered by any other material. In addition to the physical posting of paper notices, notices shall be distributed electronically, such as email, posting on an intranet or an internet site, or other electronic means, if the Respondent customarily communicates with its employees by such means. 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 and former employees employed by the Respondent at any time since June 4, 2012.

(e) Within 21 days after service by the Region, file with the Regional Director for Region 12 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.

Dated, Washington, D.C. June 12, 2026

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James R. Murphy, Chairman

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David M. Prouty, Member

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Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

[13] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

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 request the federal court in *Brown v. Anheuser-Busch Companies, LLC*, Case No. 3:12-cv-365 (M.D. Fla.) ("Matthew C. Brown's Title VII lawsuit"), refer the matter to arbitration and have the case decided through our Dispute Resolution Program (DRP).

WE WILL NOT unilaterally change the terms and conditions of employment of our unit employees.

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

WE WILL notify the relevant parties and the federal court in Matthew C. Brown's Title VII lawsuit that we are rescinding our application of our DRP to Brown.

WE WILL withdraw that portion of our defense in Matthew C. Brown's Title VII lawsuit that requests that the federal court refer the matter to arbitration and have it decided through our DRP.

WE WILL reimburse Matthew C. Brown for all legal and other expenses incurred in responding to our Motion to Dismiss or Stay and to Compel Arbitration as it relates to the DRP in Matthew C. Brown's Title VII lawsuit, with interest.

ANHEUSER-BUSCH, LLC

The Board's decision can be found at http://www.nlrb.gov/case/12-CA-094114 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.