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

NORTHVILLE MANOR, LLC

and Case 07-CA-326048

DEJAHNAE UNIQUE HATCHER, An Individual

Patricia A. Fedewa, Esq., for the General Counsel
Paul Y. Tarnavsky, Esq., for Respondent

DECISION

STATEMENT OF THE CASE

Sarah Karpinen, Administrative Law Judge. On September 11, 2023, Charging Party Dejahnae Unique Hatcher filed an unfair labor practice charge against Respondent Northville Manor. The charge was docketed by Region Seven of the National Labor Relations Board (NLRB) as Case 07-CA-326048. The charge was amended on October 10, 2023. On September 22, 2025, the Regional Director of Region 7 issued a Complaint and Notice of Hearing. Respondent filed a timely Answer.[1] A trial was conducted on Wednesday, March 11, 2026, in Detroit, Michigan. All parties were afforded the right to call, examine, and cross-examine witnesses, to present any relevant documentary evidence, to argue their respective legal positions, and to file post-hearing briefs.

The General Counsel alleges that Charging Party Hatcher and Monique Hatcher (now Monique Craig) engaged in protected concerted activity by talking about their pay, hours, and other terms and conditions of employment with each other and by complaining about their compensation to supervisors and managers at Northville and at Respondent's corporate office, and that Respondent reacted by telling them they should not have talked about their workplace concerns with its corporate office and should not have said that they planned to take their concerns to the Labor Board, and retaliated against them for engaging in these activities by firing them. Respondent states that Hatcher and Craig were not fired but resigned after they were told that they violated Respondent's nepotism policy.

On the entire record, including the briefs filed by the parties, I make the following findings, conclusions of law, and recommendations.

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[1] Respondent's original Answer was timely filed on December 8, 2025, after the Region granted an extension of time from the original due date. (GC Exh. 1(h)). Respondent filed an Amended Answer on March 3, 2026. (GC Exh. 1(l). On March 9, 2026, the General Counsel filed a Motion to Strike Respondent's original Answer because it contained legal arguments and extraneous materials. (GC Exh. 1(m)). Respondent did not oppose the Motion and agreed to have its Amended Answer serve as its only Answer. (Tr. 7-8). Accordingly, the original Answer was struck from the record.

JURISDICTION

Respondent operates a residential nursing home in Northville, Michigan. It admits that in conducting its operations during the calendar year ending December 31, 2024, it derived gross revenues in excess of $100,000, and purchased and received products, goods, and materials valued in excess of $5,000 directly from points outside the State of Michigan. Respondent further admits, and I find, that at all material times, it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and a health care institution within the meaning of Section 2(14) of the Act. Accordingly, the Board has jurisdiction over this case pursuant to Section 10(a) of the Act.

FINDINGS OF FACT[2]

I. Background

Respondent Northville Manor is owned by Pioneer Health Management, which also owns and operates other nursing homes in Michigan. (Tr. 55). At the time of the events that gave rise to this case, Nae Bailey was the director of nursing (DON) at Northville, Shintil Fulton was the human resources (HR) coordinator, and Kaitlin Warrilow was the corporate registered dietitian. Respondent admits that all three were its supervisors and agents during the relevant time period.

Monique Craig (formerly Hatcher) was hired as a cook at Northville Manor in 2022. (GC Exh. 8). She worked the morning shift, making breakfast and lunch for facility residents. When Craig arrived, there were two other cooks. After one of the cooks left, Craig asked DON Bailey and HR Coordinator Fulton if her daughter, Charging Party Hatcher, could be hired for the job. Hatcher started working at Northville in April 2023[3] as a dietary aide. (Tr. 84-85, GC Exh. 7).

Craig testified that she told Fulton and Bailey that Hatcher was her daughter, and that they told her to have her fill out an application and hired her without mentioning any prohibition on relatives working together and regularly referred to Hatcher as Craig's daughter or "twin." (Tr. 64-65). Hatcher testified that during her job interview, Fulton told her she would be working in the kitchen with her mother. (Tr. 85-86, 89-90). Corporate Dietitian Warrilow testified that she worked with Craig and Hatcher and knew that they were related. (Tr. 55-57).

Northville's current HR Coordinator, Samantha Kada, and its Corporate HR Director, Satoria McGruder, testified that Respondent has a corporate nepotism policy that has been in place since 2016. (Tr. 38-39, 122, R. Exh. 1). The policy states, in relevant part:

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[2] I cited specific transcript pages and exhibits to aid the reader, but my findings are based on the entire record. I credited witness testimony that went unchallenged by the other parties and have incorporated that testimony in my findings of fact. Where testimony was contested or used to establish an essential element of the case, I made credibility findings as outlined later in this decision.

[3] From here forward, all dates are in 2023 unless otherwise indicated.

Our facility **permits the hiring of relatives**. Policy Interpretation and Implementation:

1. **The hiring of relatives and friends is not prohibited by our facility**. However, certain requirements must be met.
2. Relatives will not be permitted to work in the same facility, nor assigned to an area, where a relative is a supervisor.
3. Relatives may not work in the same department on the **same shift**. It is **preferred** that relatives not regularly follow each other in a work assignment as it would be difficult for them to report deficiencies found in the work performance of their relative.

(R. Exh. 1) (emphasis added). Kada was not at Northville when Craig or Hatcher were hired but she testified that they signed a form stating that they received "the employee handbook where it specifically states…that we do not employ relatives." (Tr. 27). However, Respondent did not provide the signed forms or the handbook that was in place when Hatcher and Craig were hired.[4]

A. Hatcher promoted from dietary aide to cook

After Northville's afternoon shift cook left, Fulton and Bailey asked Hatcher if she would take the job. (Tr. 65, 85-86). Hatcher accepted the promotion but did not receive a raise. She talked with Craig about it. (Tr. 65, 89). Craig contacted HR and was told that Hatcher should get a raise to bring her up from aide to cook wages, but that it was up to DON Bailey to give it to her. (Tr. 55, 65-66). Both Hatcher and Craig separately contacted Bailey about Hatcher's raise but Bailey took no action to increase Hatcher's pay. (Tr. 70, 87).

In addition to seeking a raise for Hatcher, Craig and Hatcher were also concerned that they were not being paid for all the hours that they worked. (Tr. 66, 88). Craig contacted HR Coordinator Fulton, who confirmed their hours and then paid them for the missing time. However, DON Bailey took the hours away again. (Tr. 67). Craig spoke to Bailey about the missing hours, and Bailey said she was giving them the hours she thought they deserved. (Tr. 67). Craig also sent text messages to Bailey about the problem in July. (Tr. 68-69). In her text messages, she informed Bailey that both she and her daughter (who she refers to as "dej" in the message) were not being paid for all the hours they worked. (GC Exh. 4).

B. Craig and Hatcher elevate their complaints to Respondent's corporate office

On August 7, 2023, Craig went to DON Bailey again, then sent a message to Dietitian Warrilow in Respondent's corporate office. (Tr. 70, GC Exh. 3). Warrilow and Craig spoke that day. Craig testified that she told Warrilow that Hatcher was not receiving cook's wages and that

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[4] Respondent offered a handbook as a proposed exhibit. However, I ruled it inadmissible because it was marked "DRAFT" across the cover, did not list Northville Manor as one of the covered facilities, and Corporate HR Director McGruder testified that Respondent would not have distributed a handbook marked "draft" to employees and she did not know why it was offered as an exhibit. (Tr. 126, Rejected Exhibit 2). Respondent did not challenge my decision to reject the exhibit in its Brief. The nepotism policy in the draft handbook prohibits relatives from being supervised by other relatives but does not otherwise prohibit them from working together.

the facility was tampering with both of their hours. Warrilow said she would talk to Bailey and suggested that Craig contact the Labor Board. (Tr. 70-71). Warrilow testified that Craig was upset about her pay and said she was going to go to the Labor Board. After the call ended, Warrilow called DON Bailey and told her that Craig was "upset about her compensation and…was going to go to the Labor Board." (Tr. 57- 58).

Hatcher also called the corporate office sometime in August and spoke to someone named Kiana. She did not know her last name but believed she was the head of the kitchen or a cook. Hatcher testified that she asked for a raise, and Kiana told her she would talk to Bailey. Hatcher told her that if she did not get the raise, she would go to the Labor Board. (Tr. 88-89).

C. DON Bailey contacts Craig

Craig testified that Bailey called her on August 8 and told her that she heard she went to corporate about her hours. When Craig acknowledged that she did, Bailey said, "you and you daughter are about to lose your job because you shouldn't have went to corporate." (Tr. 73). Bailey then asked Craig if she said she was going to the Labor Board. Craig told her that it was going to be her "next step," and Bailey replied, "Yeah no, this is about to cost you your job, you and your daughter's." (Tr. 73-74). Craig acknowledged that at this time, she was unsure what the Labor Board was and believed that it had something to do with being paid for her hours. (Tr. 74).

D. Recorded statement of former DON Bailey

After Hatcher filed her unfair labor practice charge in this case, Respondent's former counsel, Craig Romanazi, contacted former DON Bailey. Respondent submitted a recording of their conversation to the NLRB during the investigation of this case. (Tr. 93-110, GC Exh. 12-13).[5] At the time of the call, Bailey was no longer at Northville. She told Romanazi that she left on August 17. (Tr. 100).

At the beginning of the call, Romanazi informed Bailey that he represented Respondent, and was calling about allegations by Hatcher and Craig that they were terminated for discussing wages or other terms or conditions of work. He told her, "I think you can't do that now…" and Bailey responded, "I mean, you can't, and that was the thing." She explained that they were brought in on a "higher pay scale," and that Hatcher was getting $18 per hour, and Craig was getting $20 or $21, and Respondent "just decided to…take the ball as low as they could down to like 15....So…everybody that was coming in interviewing for the cook position was offered a lower…amount…And she was…throughout the facility kind of blasting, you know what I'm saying….her wages and stuff…which was against the rules." Bailey said Craig was "being overpaid anyway" and there were "a lot of little dynamics and stuff." (Tr. 96-98).

Romanazi then interjected to say that it was his understanding that Craig was terminated because "the daughter can't report directly to a relative." Bailey responded that "it wasn't supposed to have been a daughter and mother thing, that was the first thing," and said Craig was

[5] General Counsel Exh. 13 is a transcript provided by the General Counsel. It was offered only as an illustrative aid to assist participants in listening to the recording. I relied on the transcription of the recording made by the court reporter during the hearing, and my citations are to the official transcript.

"trying to get her son in too, and I told her I couldn't do that…I didn't even know that was her daughter until it was kind of like, too late. You know, they kind of, like, hid the whole, like that with her daughter until she got all the way in there." She said that she found out they were related when Hatcher brought her baby to work. (Tr. 98-99). Bailey then explained that it "was a lot of different things," with Hatcher "excessively calling off" and "wanted to be paid as a cook, but don't know how to cook…," and "they was just telling everybody they business, and it was just creating…mayhem." (Tr. 99-100).

When asked whether she fired the employees, Bailey stated that she was present, but that someone from HR did the actual termination. She said that the corporate registered dietitian was also involved "because she was familiar with them discussing they pay wages and stuff with everybody, too." (Tr. 104). She explained that Hatcher and Craig were asking for "more money" even though they were both "already being paid at the top end…So they was basically telling her that they was going, you know, get them a lawyer and they was going to do this and do that because of the wages. And they was discussing stuff throughout the building. So, yeah, it was just---- a decision was made to, you know, to go ahead and terminate them." (Tr. 105).

When Romanazi said it was his understanding that there were "multiple reasons" Hatcher and Craig were terminated, Bailey brought up other concerns, but went back to their complaints about their pay, saying that Craig was a "good cook" but wanted Hatcher to get all the benefits and pay of a cook, even though in Bailey's opinion she was not qualified. (Tr. 106).

E. Documentation of the employees' departure

Craig never received a termination letter. She contacted Barb Wilson, who took over for HR Coordinator Fulton, to ask for one, but Wilson said she did not have the necessary seal or document and asked her to come back. (Tr. 74-75). Craig denied quitting and testified that she was fired. (Tr. 75). Hatcher also testified that she was fired and did not quit. (Tr. 90).

There are no documents in either Hatcher's or Craig's personnel files stating why they left Northville or whether they quit or were fired. (Tr. 26). HR Coordinator Kada testified that some of Respondent's personnel files are missing or incomplete. (Tr. 24, 36). Corporate HR Director McGruder accessed Respondent's electronic payroll system and produced entries for both employees. The entries, which were accessed on March 10, 2026, show the "last day worked" for each as August 7, 2023, with voluntary resignation marked as the reason. Both are marked as eligible for rehire. (Tr. 138, 143, R. Exhs. 5 and 6).

McGruder did not create the data entries. She testified that she could "get a time stamp and…a history" showing who entered the information and when; however, this data was not provided. (Tr. 139). McGruder testified that Barb Wilson made the entries, but it was unclear whether she confirmed this using system data or believed that Wilson entered the data because she was the HR coordinator when the employees left. McGruder did not know what information Wilson used as the basis for the entries, and Wilson did not testify. (Tr. 140-141, 143).

Respondent introduced documents related to an unemployment compensation claim Hatcher filed after leaving Northville, including an "Order Dismissing Appeal Due to Lack of Prosecution," dated February 15, 2024, which states that the unemployment agency determined on September 15, 2023, that Hatcher voluntarily quit her job, that she failed to appear at a telephone hearing scheduled in February 2024 to challenge this determination, and that her case was dismissed for failing to appear or prosecute the proceedings. She was given the right to appeal, but there is no evidence that she did so. (R. Exh. 3).

In addition to the Order, Respondent produced a form, dated “8-22-23,” that it submitted to the unemployment office in response to Hatcher’s claim. (R. Exh. 4). HR Director McGruder testified that Mohamed Al Sayed, a corporate materials manager who also serves as a human resources assistant, filled out the form. (Tr. 145-146). Al-Sayed did not testify. McGruder testified that Al Sayed did not have personal knowledge of why Hatcher left Northville and filled out the form based on the information in Respondent’s payroll system. (Tr. 145-146). The form contains handwritten notations crossing out the word “fired” and writing in the word “resigned,” along with the date “8-7-23.” Other notations on the form indicate it was originally six pages long, but Respondent only produced the first three pages. (R. Exh. 4).

F. Northville rehires Craig

After Bailey left Northville, the facility hired a new Director of Nursing named Crystal (last name unknown). She rehired Monique Craig, who still works for the facility as a cook. (Tr. 75). Craig did not fill out an application and returned at the same rate of pay. (Tr. 77).

CREDIBILITY

Most of the testimony that Craig and Hatcher gave in this case was unrebutted. I am not required to credit testimony just because it is not controverted by another witness. However, after considering the details the witnesses provided in support of their testimony and weighing the information they conveyed against the record as a whole, including the testimony of the other witnesses, the recorded statement from Bailey, and the documentary evidence, I find both witnesses to be credible. See, e.g., *Taylor Motors, Inc*., 366 NLRB No. 69, slip op. at 1, n. 3 (2018) (citations omitted) (upholding ALJ credibility findings based on the above factors).

I fully credit both Craig and Hatcher that they talked to each other and to DON Bailey and HR Coordinator Fulton about their pay and hours. Not only was this testimony unrebutted, but it was also partially corroborated by Bailey’s recorded statement that they were “blasting” their wages throughout the facility. I also credit Craig’s testimony about her discussion with Dietitian Warrilow, which was corroborated by Warrilow. Although their accounts differed slightly, with Craig saying that Warrilow was the first one to bring up the Labor Board, and Warrilow recalling that it was Craig, both witnesses agreed that the topic came up. Their agreement about the key components of the conversation makes the discrepancy over who brought the topic up first more likely to be a result of a memory lapse than deception.

I credit Warrilow that she reported to DON Bailey that Craig was complaining about her compensation and saying that she planned to go to the Labor Board. As a former supervisor, she would have no reason to fabricate this testimony, which was unrefuted by any other witness. And other evidence supports the veracity of her account, including DON Bailey’s action in calling Craig the following day to confront her about her complaints, and her recorded statement that

Respondent's corporate dietitian was aware of the employees' complaints about their pay and was involved in the decision to terminate them.

I also credit Craig's testimony about her conversation with DON Bailey on August 8. Her account was detailed and straightforward, she demonstrated a genuine effort to recall the conversation, and readily admitted less favorable facts, including that she was not sure what the Labor Board did. It also logically follows from Warrilow's testimony that she reported Craig's comments to Bailey, and Bailey's statement that Craig was "blasting" her wages throughout the facility, which she believed to be "against the rules," that she would call Craig to confront her about her conversation with Warrilow and her complaints.

Finally, I credit the testimony of both Hatcher and Craig that Respondent was aware that they were related when Hatcher was hired, and that they were fired and did not quit. Respondent provided some documentary evidence on these points, so a more detailed discussion of the weight of their testimony against the evidence Respondent presented is contained in my analysis below. I credit Respondent's witnesses Kada and McGruder that Respondent's admitted exhibits came from its files and computer system; however, neither witness was at Northville when Hatcher and Craig departed, so they were unable to provide firsthand testimony about why the employees left, and the documents that Respondent produced were not persuasive on that point.

ANALYSIS

The General Counsel established that Dejahnae Hatcher and Monique Craig engaged in protected concerted activity when they talked to each other, their supervisors, and Respondent's corporate office about their pay and hours, that Respondent unlawfully told Craig she should not have gone to Respondent's corporate office about issues related to her and Hatcher's compensation or stated her intent to go to the Labor Board, and unlawfully fired both Hatcher and Craig in retaliation for protected concerted and NLRB activity. (Complaint, paras. 7-12). Respondent failed to establish that Hatcher and Craig voluntarily quit over its nepotism policy, or that it would have taken the same actions in the absence of their protected activities.

I. August 8 statements by Bailey were coercive and are sufficient evidence to establish that Hatcher and Craig were unlawfully terminated

Employers are prohibited from making statements that would have a "reasonable tendency" to coerce employees in the exercise of the rights guaranteed them under the National Labor Relations Act (Act), including the right to engage in protected concerted activity and the right to seek the assistance of the NLRB. In considering whether a statement is coercive, the Board looks at whether the statement would deter a reasonable employee from engaging in protected activity when considering it in the context in which it was made. See *Lush Cosmetics*, 372 NLRB No. 54, slip op. at 4 (2023), citing *KSM Industries*, 336 NLRB 133, 133 (2001).

DON Bailey told Craig that she should not have gone to corporate with her compensation concerns and that both she and Hatcher were being fired as a result. She then asked if she said that she planned to go to the Labor Board and, when Craig said she was, said again that Craig and Hatcher were losing their jobs. Bailey's statements explicitly linked the employees' protected activity to their loss of employment and were therefore unlawful. See, e.g., *Kirin*

Transportation, 374 NLRB No. 4, slip. op. at 1, 24 (2024) (employer unlawfully threatened that employees' family members would "pay" for filing a wage and hour lawsuit against the employer), enfd. 2026 WL 1906809 (2nd Cir. 2026); *Capstone Logistics, LLC,* supra, 372 NLRB No. 124, slip op. at 10 (2023) (employer committed separate 8(a)(1) violation when it told employee she was fired for raising concerns about her pay); *Sunbeam Corp*., 211 NLRB 676, 677, n. 4 (1974) (threat of reprisal for filing NLRB charge was a violation of Section 8(a)(1)).

Bailey's statements are also sufficient evidence to establish that Craig and Hatcher were fired in retaliation for protected concerted and NLRB activity. See *Spike Enterprise, Inc*., 373 NLRB No. 41, slip op. at 1, n. 7 (2024) (when General Counsel presented credible testimony that an employer admitted to firing an employee because of protected activity, unlawful motive was established without the need for further analysis). However, to ensure that all the evidence the parties presented was thoroughly considered, I have done additional analysis as outlined below.

II. Retaliation for protected activity

Section 7 of the National Labor Relations Act (Act) guarantees employees the "right to engage in concerted activity for mutual aid and protection, and the right to utilize the Board's processes." *Braun Elec. Co., Inc*., 324 NLRB 1, 3 (1997), quoting *Bill Johnson's Restaurants v. NLRB*, 461 U.S. 731, 740 (1983) (internal quotation marks omitted). Section 8(a)(1) of the Act prohibits employers from interfering with, restraining, or coercing employees in the exercise of the rights guaranteed under Section 7 of the Act, and Section 8(a)(4) prohibits them from retaliating against employees for engaging in NLRB activity.

When the General Counsel alleges that an employee was fired in retaliation for engaging in protected concerted or NLRB activity, and the employer presents evidence that the employee was fired for a non-discriminatory reason, the Board applies the burden-shifting analysis outlined in *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp*., 462 U.S. 393 (1983). See, e.g., *Castro Valley Animal Hospital, Inc.,* 370 NLRB No. 80, slip op. at 14 (2021) (applying *Wright Line* in protected concerted activity case); *McKesson Drug Co.*, 337 NLRB 935, 936 (2002) (applying *Wright Line* to retaliation for NLRB activity).

Under *Wright Line*, the General Counsel has the initial burden of showing that an employee's protected activity was a motivating factor in the employer's decision to terminate them by establishing that the employee engaged in protected activity, the employer was aware of that activity, and that there was a nexus between the activity and the termination. *Intertape Polymer Corp. and Local 1149, UAW*, 372 NLRB No. 133, slip op. at 7 (2023), enfd. 2024 WL 2764160 (6th Cir. 2024), citing *Wright Line*, supra. Once the General Counsel establishes these elements, the burden shifts to the employer to prove it would have terminated the employee even in the absence of their protected conduct. *Id*., slip op. at 8.

A. Respondent fired both employees

Respondent argues that Craig and Hatcher both quit after former DON Bailey gave them a choice of either resigning or being fired for violating its nepotism policy. (R. Brief, p. 4).

Respondent did not call any witness to testify about this alleged conversation and provided no documents showing that it occurred. Respondent did provide some documents stating that Craig and Hatcher resigned. However, these documents were insufficient to overcome the credible testimony of both employees that they were fired, especially when that testimony was corroborated by the recorded statement of former DON Bailey that both employees were fired.

Respondent presented data from its payroll system (accessed in March 2026) showing that Hatcher and Craig are marked in that system as voluntary resignations. HR Director McGruder testified that Barbara Wilson entered this data in the system, but Respondent did not produce data from its system showing that she did. Even accepting that Wilson entered the data, there is no evidence showing when she did it or what information she used. Therefore, the entries prove only that Craig and Hatcher were marked in Respondent's system as voluntary resignations at some point before March 2026, not that they resigned voluntarily in August 2023.

Similarly, the information that Respondent sent to the unemployment agency is evidence only of what Respondent told the unemployment agency about Hatcher's departure. The HR employee who filled out the form did not testify. There was testimony that he used the information contained in Respondent's electronic payroll system to fill out the form. I have already found that information to be evidence only of what Respondent has in that system, not of what actually happened in August 2023. The inclusion of the same information on the unemployment agency form does not make it any more persuasive.

The determination from the unemployment agency is not controlling in this case and is also not persuasive evidence that Hatcher resigned. The Order states that the Hatcher failed to appear at a hearing to challenge the agency's determination that she quit. Without more information about what evidence the agency relied on, or what standard of proof it used, this finding does not overcome her credible testimony in this proceeding that she was fired. See *Voith Industrial Services, Inc*., 363 NLRB 1020, 1031 n. 11 (2016) (finding by state unemployment agency not controlling or persuasive in unfair labor practice case when it was unknown what evidence the agency relied upon in making the finding or what standard of proof it used).

Finally, Respondent argues that its decision to re-hire Craig after she left is evidence that she resigned, as she would not have otherwise been eligible for re-hire. DON Bailey left about ten days after Craig, and Craig was re-hired by a new Director of Nursing. That person did not testify, and there is no evidence that she knew about or was involved in Craig's August departure from Northville, so her decision to re-hire her does not prove that Craig voluntarily quit.

B. Both employees engaged in protected concerted activity

The General Counsel alleges that Craig and Hatcher engaged in protected concerted activity when they talked with each other about their pay and hours and went to their supervisors and Respondent's corporate office with their concerns. Respondent concedes that the employees complained about their compensation, but characterizes these complaints as "parallel individual grievances, not concerted activity," which did not involve "group action or an effort to initiate group action." (R. Brief, p. 10).

It is a violation of Section 8(a)(1) of the Act to fire an employee for exercising their right to "engage in…concerted activities for…mutual aid or protection." 29 U.S.C. §§ 157, 158(a)(1). When analyzing whether an employee engaged in protected concerted activity, the Board first looks at the goal of the activity and determines "whether the employee or employees involved are seeking to improve terms and conditions of employment or otherwise improve their lot as employees." Then, the Board decides whether the activity was concerted by looking at the "manner in which the [employees'] actions may be linked to those of [their] coworkers." *Fresh and Easy Neighborhood Market, Inc.*, 361 NLRB 151, 153 (2014), citing *NLRB v. City Disposal Systems*, 465 U.S. 822, 831 (1984) and *Eastex, Inc. v. NLRB*, 437 U.S. 556, 565 (1978) (additional citations and internal quotation marks omitted).

The Board and courts have long recognized that "[f]ew topics are of such immediate concern to employees as the level of their wages." *Eastex, Inc. v. NLRB*, supra, 437 U.S. at 569. In fact, wages are so central to the employment relationship that the Board has held that talking about them is "inherently concerted," even when the speaker does not state an intent to engage in group action. See *North Mountain Foothills Apartments, LLC*, 373 NLRB No. 26, slip op. at 8 (2024). The discussions Craig and Hatcher had about their pay and hours clearly had the aim of improving their terms and conditions of employment and were therefore protected. See *Cordua Restaurants, Inc.*, 368 NLRB No. 43, slip op. at 4 (2019) (employee "engaged in protected concerted activity by discussing…wages with…coworkers"), affd. 935 F.3d 415 (5th Cir. 2021).

Employees do not have to combine their efforts "in any particular way" for their actions to be concerted. See *Fresh and Easy Neighborhood Market, Inc.*, supra, 361 NLRB at 153. Craig's actions in approaching management not only about her own pay, but also about Hatcher's, showed they were engaged in a united effort. See *Capstone Logistics*, 372 NLRB No. 124, slip op. at 5 (2023), enfd. 122 F.4th 194 (5th Cir. 2024) (employee engaged in protected concerted activity when she sent a message complaining about her pay and that of other employees); *Meyers Industries (Meyers II),* 281 NLRB 882, 886-887 (1986) (citing as example of concerted activity an employee who relied on another to resolve his wage complaint with management, showing the two employees acted "as a group"), affd. sub nom. *Prill v. NLRB*, 835 F.2d 1481 (D.C. Cir. 1987), cert. denied, 487 U.S. 1205 (1988).

Hatcher's complaints to Bailey were a "logical outgrowth" of her wage discussions with Craig and were therefore also concerted. See *Cordua Restaurants*, supra, 368 NLRB, slip op. at 5 (employee's request to access personnel records was an outgrowth of wage discussions with his coworkers), citing *Mike Yurosek & Son, Inc.*, 306 NLRB 1037, 1038 (1992) (individual action is concerted when the concerns expressed are a "logical outgrowth of the concerns expressed by the group"), supplemented by 310 NLRB 831 (1993), enfd. 53 F.3d 261 (9th Cir. 1995).

C. NLRB activity

It is a violation of Section 8(a)(4) of the Act to "discriminate against an employee because he has filed charges or given testimony under this Act." 29 U.S.C. §158(a)(4). Because the purpose of this section is to ensure that anyone who has information about unfair labor practices is "completely free from coercion" to bring that information to the NLRB, it is broadly interpreted to include activity other than formally filing a charge or testifying in a Board proceeding. See *NLRB v. Scrivener*, 405 U.S. 117, 121-122 (1972) (citations omitted).

Employees are protected even if they are merely contemplating filing a charge. See *First Nat'l Bank and Trust Co*., 209 NLRB 95, 101 (1974), (employer unlawfully fired employee because it believed she would file charge with the Labor Board), enfd. 505 F.2d 729 (3d Cir. 1974) (Table).

Employees do not have to invoke the Board's full name or have a meritorious case to qualify for protection under Section 8(a)(4). See *Colart Americas*, 372 NLRB No. 9, slip op. at 1, n. 6 (2022) (unlawful to fire employee for threatening to go to the "Labor Board," even if he did not use the word "National" or have a cognizable claim), citing *Clark & Hinojosa*, 247 NLRB 710, 717 (1980) (employee who said she would go to the "Labor Board" was protected even if she did not have a meritorious claim). Therefore, Craig and Hatcher were protected even if they were unsure of what the NLRB did at the time they said they planned to file their complaints.[6]

D. Knowledge

Respondent argues that knowledge of the employees' activity cannot be imputed to it because it is unclear who fired them. However, Bailey said in her recorded statement that the corporate dietitian knew that Hatcher and Craig were discussing their compensation "with everybody," that a decision was made to "go ahead and terminate them" and that they were fired in Bailey's presence. (Tr. 105). This is more than enough to impute their knowledge to Respondent, because two of its admitted supervisors knew about the protected activity and were involved in the termination decision. See *Nitro Construction Services*, 374 NLRB No. 120, slip op. at 1 (2026) (imputing supervisor's knowledge of protected activity to decision maker).

E. Retaliatory motive

In determining the motivation behind an adverse action, "animus and a causal connection may be inferred from circumstantial evidence based on the record as a whole." *Intertape Polymer Corp*., supra, 372 NLRB No. 133, slip op. at 14, quoting *Tschiggfrie Properties*, 368 NLRB No. 120, slip op. at 8 (2019) (internal quotation marks omitted). Factors that may be considered include "the timing of the action in relation to the union or other protected conduct; contemporaneous unfair labor practices; shifting, false, or exaggerated reasons offered for the action…and reliance on pretextual reasons for the action." *Id*. It is not necessary to provide direct evidence of an unlawful motive, "i.e., the proverbial smoking gun," as such evidence "is seldom obtainable." *Id.* However, the General Counsel has provided direct evidence in this case, in the form of DON Bailey's statements to Craig on August 8. See *Spike Enterprise, Inc*., supra, 373 NLRB No. 41, slip op. at 1 (statement by supervisor that employee was fired because of his "attitude….trying to show his support toward the union" was direct evidence of animus).

[6] The Complaint does not allege that Craig or Hatcher engaged in NLRB activity, only that Respondent told them they should not have, and fired them because of it. (GC Exh. 1(e), para. 8). It is not necessary to find that they engaged in NLRB activity, because the General Counsel established (as outlined in more detail in Part E below) that Respondent believed they planned to go to the Labor Board and fired them both as a result. See, e.g., *Charter Communications, LLC*, 366 NLRB No. 46, slip op. at 10 (2018) (irrelevant whether employees actually engaged in protected activity when employer believed that they did and retaliated against them as a result), enfd. 939 F.3d 798 (9th Cir. 2019) (citations omitted).

1. Timing of August 8 statements and contemporaneous ULP

In addition to being direct evidence of animus, the timing of Bailey's statements that Craig and her daughter were losing their jobs, made immediately after she expressed disapproval of the two employees' protected activity, made the motivation for their firing "stunningly obvious." See *Capstone Logistics,* supra, 372 NLRB No. 124, slip op. at 6 (firing employee almost immediately after learning of her protected activity was strong evidence of animus), quoting *NLRB v. S.E. Nichols, Inc*., 862 F.2d 952, 959 (2d Cir. 1988). enfg. 284 NLRB 556 (1987). Further, Bailey's commission of a separate, contemporaneous unfair labor practice at the time the employees were fired is additional evidence of animus. See *Bates Paving & Sealing, Inc*., 364 NLRB 509, 511 (2016) (unlawful threats at time employee was fired showed animus).

2. Bailey believed that both Hatcher and Craig engaged in NLRB and protected concerted activities and retaliated against them as a result

Bailey's statements that both Craig and Hatcher were losing their jobs because Craig went to the corporate office and planned to go to the Labor Board shows that she believed that both employees were united in their efforts to improve their wages and seek redress before the Board, and was motivated to fire them because of it, making it irrelevant whether both actually engaged in protected activity. See *Remington Lodging & Hospitality, LLC,* 363 NLRB 987, slip op. at 4, n. 15 (2016) (when employer fired employee for asking for a uniform allowance for herself and another employee and threatening to sue, it did not matter whether she engaged in protected activity; "Rather, the key point is that the [employer] discharged her because it *believed* that she had done so or would do so."), enfd. 847 F. 3d 180 (5th Cir. 2017).

The concern Bailey expressed in her recorded statement about the impact Craig and Hatcher "blasting" their wages would have on the new hires who were being offered less money is further evidence that she believed that they engaged in protected concerted activity and retaliated against them as a result. See *North Mountain Foothills*, supra, 373 NLRB No. 26, slip op. at 1 (concern that compensation talk would "rile up the work environment" evidence that employer believed employee engaged in protected concerted activity), citing *Lou's Transport, Inc*., 361 NLRB 1446, 1447 (2014) (employer's concern that employee was "stirring up the crowd" with sign display showed that it regarded the display as protected concerted activity).

3. Bailey's recorded statement is further evidence of animus

Respondent asserts that Bailey's recorded statement supports its claim that Hatcher and Craig were separated over the nepotism policy, because Bailey identified nepotism as the "first issue." This is incorrect. When the call started, Bailey was informed that Hatcher and Craig alleged that they were terminated for discussing wages or other terms or conditions of work. She did not bring up nepotism, and instead talked about their compensation complaints, saying that they were brought in on a "higher pay scale," and that Respondent "just decided to…take the ball as low as they could…So…everybody that was coming in interviewing for the cook position was offered a lower…amount…And she was kind of…throughout the facility kind of blasting, you know what I'm saying….her wages and stuff…which was against the rules."

When Respondent's former counsel interjected to say that it was his understanding that Craig was fired because "the daughter can't report directly to a relative," Bailey responded that "was the first thing," and that she found out that they were mother and daughter when it was "too late." But she did not say they were forced to choose between quitting and being fired for violating the policy; instead, she turned the conversation back to their wage complaints, saying that it was "a lot of different things," including Hatcher wanting to be "paid as a cook" and she and Craig "telling everybody they business…creating… mayhem." (Tr. 99-100).

Any doubt about the true motive behind the firings was resolved when Bailey was asked whether she was the one who fired Hatcher and Craig. She said that she "was there" and that the corporate dietitian was also involved "because she was familiar with them **discussing they pay wages and stuff with everybody, too**" and that Hatcher and Craig were "complaining to her, too" and asking for "more money" and "basically telling her that they was going, you know, get them a lawyer and they was going to do this and do that **because of the wages**. And they was **discussing stuff throughout the building**. So, yeah, it was just---- a decision was made to, you know, to go ahead and terminate them." (Tr. 105, emphasis added).

4. Use of pretextual justification for employees' departure

Offering a pretextual reason for terminating an employee is evidence that they were fired in retaliation for protected activity, when there is a factual basis to support that inference. See *Electrolux Home Products,* 368 NLRB No. 34, slip op. at 5 (2019) (factfinder may determine that discipline was motivated by animus when reason behind it was pretextual and the facts support an inference that the true reason was retaliation for union activity)*,* citing *Shattuck Denn Mining Corp. v. NLRB*, 362 F.2d 466, 470 (9th Cir. 1966) ("If [the trier of fact] finds that the stated motive for a discharge is false, he certainly can infer that there is another motive. More than that, he can infer that the motive is one that the employer desires to conceal--an unlawful motive…where . . . the surrounding facts tend to reinforce that inference.").

Respondent provided no evidence that Hatcher and Craig were given a choice between quitting or being fired for violating its nepotism policy, and the evidence it presented that they voluntarily resigned was not persuasive. In its brief, Respondent claims that an August 7 email between from HR Coordinator Wilson to former HR Director Yolanda Collier asking, "the mother and daughter work together in the kitchen this should not be am I correct?" shows that a decision was made to separate the employees before they engaged in protected activity. (Respondent's Brief, p. 19, Rejected Exh. 7). However, this email was ruled inadmissible at trial because it was not produced in response to the General Counsel's subpoena. Respondent did not challenge that ruling in its Brief, so there is no basis for me to reconsider this evidence.

Even if the email was admitted, however, it would not establish that Respondent decided to separate Craig and Hatcher before they engaged in protected activities. Hatcher and Craig complained about their pay at least as early as July, and Craig reached out to Warrilow on August 7, the same day as Wilson's email. And Wilson's email on that date only questioned if Hatcher and Craig should work together- she did not say a decision had been made to fire them. I credit Hatcher and Craig that Wilson's predecessor, Fulton, was aware when Hatcher was hired that she and Craig were related, and there is no evidence that Respondent even considered whether they violated the nepotism policy until after they engaged in protected activities.

Finally, Respondent did not establish that Hatcher and Craig violated its policy. HR Coordinator Kada testified that Northville's policy "specifically states…that we do not employ relatives." (Tr. 27). However, the nepotism policy that Respondent produced states that hiring "relatives and friends is not prohibited" provided they do not supervise each other or work "in the same department on the same shift." (R. Exh. 1). There is no evidence that Craig supervised Hatcher, and as of the date of their separation, they worked on different shifts. The policy states that it is "preferred" for relatives to not "regularly follow each other in a work assignment," but Respondent did not explain why it would fire employees for not complying with a non-mandatory section of the nepotism policy, especially when its own supervisors assigned them to work in the kitchen together knowing that they were mother and daughter.

F. Respondent did not meet its defense burden

Because I have found that Respondent's claim that Hatcher and Craig quit over the nepotism policy is not supported by the evidence, Respondent cannot show that it would have terminated them absent their protected activity, as an employer "cannot sustain its defense burden under Wright Line….if the reasons it advances for the adverse action are found to be pretextual." See *Nitro Construction Services*, supra, 374 NLRB No. 120, slip op. at 1.

CONCLUSIONS OF LAW

1. Northville Manor, LLC (Respondent) is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and is a health care institution within the meaning of Section 2(14) of the Act.
2. On about August 8, 2026, Respondent violated Section 8(a)(1) of the Act by:
   a. Telling employees that they should not bring complaints about wages, hours, or other terms and conditions of employment to their supervisors or its corporate office and telling them that they would be fired for doing so.
   b. Telling employees that they should not talk about filing charges with the National Labor Relations Board and telling them that they would be fired for doing so.
   c. Firing Dejahnae Unique Hatcher and Monique Craig because they engaged in protected concerted activities by discussing their wages and hours and concertedly complaining about them to their supervisors and its corporate office.
3. On about August 8, 2026, Respondent violated Section 8(a)(4) and (1) of the Act by firing Dejahnae Unique Hatcher and Monique Craig because they planned to file a complaint with the NLRB, or because it believed they would do so.
4. The unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent engaged in certain unfair labor practices, Respondent is ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Respondent, having unlawfully fired Dejahnae Unique Hatcher and Monique Craig in retaliation for protected concerted and NRLB activity, is ordered to offer Dejahnae Unique Hatcher reinstatement to her former position, or if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed. Having already reinstated Monique Craig, Respondent is ordered to ensure that she did not lose her seniority or any other rights or privileges previously enjoyed.

Respondent is ordered to make Dejahnae Unique Hatcher and Monique Craig whole for any loss of earnings and other benefits they may have suffered because of the discrimination against them. The backpay remedy shall be computed on a quarterly basis, less any interim earnings, as prescribed in *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).

Respondent is ordered to further compensate Dejahnae Unique Hatcher and Monique Craig, with interest, for any other direct or foreseeable pecuniary harms suffered as a result of their unlawful terminations, including reasonable search-for-work and interim employment expenses, if any, regardless of whether these expenses exceed interim earnings. See *Thryv, Inc.*, 372 NLRB No. 22 (2022), vacated in part on other grounds, 102 F.4th 727 (5th Cir. 2024); *King Soopers, Inc.*, 364 NLRB 1153 (2016), enfd. in relevant part 859 F.3d 23 (D.C. Cir. 2017). Compensation for these harms shall be calculated separately from taxable backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

Respondent is ordered to further compensate Dejahnae Unique Hatcher and Monique Craig for the adverse tax consequences, if any, of receiving lump-sum backpay awards and to file a report with the Regional Director for Region 7 allocating the backpay awards to the appropriate calendar year(s). *AdvoServ of New Jersey, Inc*., 363 NLRB 1324 (2016). In addition to the backpay allocation report, Respondent is also ordered to file with the Regional Director for Region 7 a copy of the W-2 form(s) reflecting their backpay awards. *Cascades Container Board*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021).

Respondent is also ordered to expunge from its files any references to the unlawful terminations of Dejahnae Unique Hatcher and Monique Craig and notify them in writing that this has been done and that evidence of the unlawful terminations will not be used against them in any way.

Finally, Respondent shall post a notice, as described in the Order below and in the attached Appendix.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[7]

ORDER

Respondent Northville Manor, LLC and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

   (a) Telling employees they should not engage in protected concerted activities and that they will be fired for doing so.

   (b) Telling employees they should not engage in NLRB activity and that they will be fired for doing so.

   (c) Firing or otherwise discriminating against employees for engaging in protected concerted activities, or to discourage other employees from engaging in those activities.

   (d) Firing or otherwise discriminating against employees for engaging in NLRB activity, or because Respondent believed they engaged in or will engage in such activities.

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

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

   (a) Within 14 days from the date of this Order, offer Dejahnae Unique Hatcher full reinstatement to her former job or, if this job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed, and, having already reinstated Monique Craig, restore her seniority and any other rights or privileges previously enjoyed.

   (b) Make Dejahnae Unique Hatcher and Monique Craig whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the discrimination against them in the manner set forth in the remedy section of this decision.

   (c) Compensate Dejahnae Unique Hatcher and Monique Craig for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 7 within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

   (d) File with the Regional Director for Region 7, 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 Dejahnae Unique Hatcher's and Monique Craig's corresponding W-2 forms reflecting the

[7] 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.

backpay awards.

(e) Within 14 days from the date of the Order, remove from its files any reference to the unlawful terminations of Dejahnae Unique Hatcher and Monique Craig, and within 3 days thereafter, notify the employees in writing that this has been done and that the terminations will not be used against them in any way.

(f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amounts due under the terms of this Order.

(g) Within 14 days after service by the Region, post at its Northville, Michigan facility copies of the attached notice marked "Appendix."[8] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by 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. 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 August 8, 2023.

(h) Within 21 days after service by the Region, file with the Regional Director for Region 7 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., July 14, 2026

Sarah Karpinen

Sarah Karpinen
Administrative Law Judge

[8] 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 tell you that you should not engage in protected concerted activities, including complaining about your wages, hours, or other terms and conditions of employment to our supervisors or our corporate office, or tell you that you will be fired for doing so.

WE WILL NOT tell you that you should not engage in NLRB activity, including filing charges with the NLRB, or tell you that you will be fired for doing so.

WE WILL NOT fire you because you engage in protected concerted activities.

WE WILL NOT fire you because you engage in NLRB activity, or because we believe you engaged in or will engage in such activities.

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 offer Dejahnae Unique Hatcher immediate unconditional full reinstatement to her former position, or, if that position no longer exists, to a substantially equivalent position, without prejudice to her seniority or other rights and privileges previously enjoyed. **WE HAVE** reinstated Monique Hatcher to her former position. **WE WILL** ensure that her reinstatement is without prejudice to her seniority or other rights and privileges enjoyed.

WE WILL make Dejahnae Unique Hatcher and Monique Craig whole for any loss of earnings and other benefits resulting from their unlawful terminations, less any net interim earnings, plus interest, and **WE WILL** also make them whole for any other direct or foreseeable pecuniary harms suffered as a result of their unlawful terminations, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Dejahnae Unique Hatcher and Monique Craig for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years.

WE WILL file with the Regional Director for Region 7, 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 Dejahnae Unique Hatcher's and Monique Craig's corresponding W-2 forms reflecting the backpay awards.

WE WILL within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful terminations of Dejahnae Unique Hatcher and Monique Craig, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the terminations will not be used against them in any way.

Northville Manor, LLC
(Employer)

Dated: ________________ By: ___________________________
(Representative) (Title)

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

NLRB REGION 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226
Tel: (313) 226-3200
Hours of operation: 8:15am – 4:45pm ET

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-326048 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, (616) 930-9165.