

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH OFFICE**

STARBUCKS CORPORATION

and

**Cases 19-CA-332361
19-CA-332362
19-CA-332363
19-CA-332792**

**WORKERS UNITED LABOR UNION
INTERNATIONAL, affiliated with SERVICE
EMPLOYEES INTERNATIONAL UNION**

Ann-Marie Skov, Esq.
for the General Counsel

Ian Beck, Esq.
Noah Garber, Esq.
(Littler Mendelson P.C.)
for the Respondent.

DECISION

STATEMENT OF THE CASE

JOHN T. GIANNOPOULOS, Administrative Law Judge. This case was tried before me in Seattle, Washington, on July 29, 2025, based upon charges filed by Workers United Labor Union International, affiliated with Service Employees International Union (Workers United or Union), and an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Complaint) alleging that Starbucks Corporation (Starbucks or Respondent) violated Sections 8(a)(1) and 8(a)(3) of the National Labor Relations Act. Specifically, the Complaint alleges that Respondent violated Section 8(a)(1) of the Act by: (1) soliciting employee complaints and grievances; (2) ridiculing employees because of their union activity; (3) instructing employees to remove union pins from their aprons; and (4) making various threats to employees about the consequences of unionization. The Complaint also alleges that Respondent violated Section 8(a)(1) and 8(a)(3) of the Act by subjecting an employee to harassment concerning the time it took her to perform her job duties because of her union and concerted activities and/or to discourage employees from engaging in these activities.

Based upon the entire record, including my observation of witness demeanor, and after considering the briefs filed by the General Counsel and Respondent, I make the following findings of fact and conclusions of law.

I. JURISDICTION AND LABOR ORGANIZATION

Starbucks, a Washington corporation, is a global purveyor of specialty coffee and coffee products with thousands of retail stores worldwide, including stores located within the State of Washington. *Starbucks Corp.*, 372 NLRB No. 93 slip op. at 2 (2022), enfd. 2024 WL 131914 (D.C. Cir. 2024). In conducting its business operations, Respondent derives annual gross revenues in excess of \$500,000 and purchases goods valued in excess of \$50,000 for use within the State of Washington from points directly outside the state. *Id.* Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act. Respondent also admits, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act. Accordingly, I find that this dispute affects commerce and the National Labor Relations Board (NLRB or the Board) has jurisdiction pursuant to Section 10(a) of the Act.¹ (GC. 1(m); 1(o))

II. BACKGROUND

Starting in the late summer and early fall 2023, Respondent’s employees engaged in union organizing activities at two specific stores in Renton, Washington. One store was located at 14210 SE Petrovitsky Road (referred to as the “Petrovitsky Road” store) and the other located at 601 S Grady Way (referred to as the “Grady Way” store).² The Union filed an election petition to represent the Petrovitsky Road employees on November 27, 2023. And, it filed a petition to represent Grady Way employees on January 29, 2024. The Petrovitsky Road election was held on January 8, 2024, while the Grady Way election occurred on February 29, 2024. The Union lost both elections. (J. 1–5)

At the time of the filing of the election petition, the Petrovitsky Road store was managed by Kevin Maybee (Maybee). Maybee became store manager at Petrovitsky Road sometime around mid-October 2023. Before becoming Petrovitsky Road store manager, Maybee worked at a number of other locations and was also an assistant manager for a period of time under the previous Petrovitsky Road store manager Olivia Wilson (Wilson); Maybee had never previously worked in a unionized setting or been through a union election. As store manager, Maybee reported to Starbucks district manager Michaela Morgan (Morgan), who oversaw the district that included the Petrovitsky Road store from March 2022 until June 2024. (Tr. 120–123, 175; J. 1)

Dani Devine (Devine) was the store manager at the Grady Way store from around July 2023 until March 2024. Before becoming the Grady Way store manager, Devine was the

¹ Citations to the General Counsel, Respondent, Joint, and Administrative Law Judge exhibits are denoted by “GC,” “R,” “J,” and “ALJ” respectively. Transcript citations are denoted by “Tr.” with the appropriate page number. Transcript and exhibit citations are intended as an aid only. Factual findings are based upon the entire record and may include parts of the record that are not specifically cited. Testimony contrary to my findings has been specifically considered and discredited. Unless otherwise noted, witness demeanor was considered in making all credibility resolutions.

² At times during the hearing, the Petrovitsky Road store was also referred to as the “Fairwood” store. (Tr. 46, 81)

assistant store manager at the Petrovitsky Road store. She also served as interim store manager at Petrovitsky Road during the transition between Wilson and Maybee. (Tr 82, 101; J. 1)

Nicole D’Ettore (D’Ettore) was a shift supervisor at the Petrovitsky Road Starbucks. D’Ettore started working for Starbucks in May 2017 and worked at Petrovitsky Road from the summer of 2021 until February 2025, when she quit working for the company. D’Ettore was one of the Petrovitsky Road employees who was involved in trying to unionize the store. Towards the end of August 2023, D’Ettore started talking with her coworkers about unionizing; she also solicited and collected union authorization cards from other workers in the store. (Tr. 19–22)

Respondent learned that D’Ettore was involved in union activity at Petrovitsky Road on about September 19, 2023.³ On this date Devine sent an email to Morgan writing that an employee named McKenzie said that D’Ettore was talking about unions with her. According to the email, McKenzie was “not happy about it,” and Devine asked Morgan whether she could “mention at the meeting so everyone is aware about not discussing unions at work.” (GC. 8) It is unclear from the record whether Morgan ever replied to Devine.

The record contains a number of incident reports documenting telephone calls made to the Starbucks human resources department, known as Partner Relations,⁴ regarding union activity occurring at the Petrovitsky Road store, resulting in Partner Relations case files being opened about the incidents. These records show that the first Partner Relations case involving union organizing at Petrovitsky Road was opened on November 13 (Case ID 172056) and involved a barista at the store named Brandi who called to report that a coworker informed her that six employees “who are known as the night crew” intended to picket on November 16. And, according to the incident report, the night crew employees were “asking other employees to join them to unionize the store during work hours.” The report states that Brandi told Partner Relations that the employees “should not do picketing because the store is not unionized.” The report further notes that another employee named “Sam” told Brandi that the “night crew was harassing them” during working hours. The report ends with a notation from a Partner Relations associate who wrote that, upon “resolution, please ensure you connect with Brandi, to thank them for bringing their concerns forward and let them know their concerns have been addressed, without disclosing specifics.” (GC. 13) (Tr. 155)

The report on Case 172056 was emailed to Morgan on November 16 by a Starbucks official named Cameron and reads, in pertinent part, as follows:

Brandi . . . recently reached out to Partner Relations regarding concerns with their peer, Nicole D ettore [sic], captured below. Given the nature of these concerns, this case is being referred to you for investigation and resolution, and has been closed by Partner Relations.

³ All dates are in 2023 unless otherwise noted.

⁴ See also *Starbucks Corp.*, 371 NLRB No. 71, slip op. at 5 (2022) (noting that “Partner Relations” is the Starbucks human resources department). Some cases also refer to this department as “Partner Resources” or “PRSC.” *Cable v. Starbucks Corp.*, 664 F. Supp. 3d 1014, 1019, 1026 (C.D. Cal. 2023) (referring to the “PRSC” as the “Partner Resources Support Center,” and to an employee who staffed the PRSC as “a human resources representative”); *Starbucks Corp.*, 372 NLRB No. 122, slip op. at 2 (2023) (noting that the Partner Relations Support Center (PRSC) handles human resources matters).

Morgan replied the same day writing “[i]f we could connect on some of this I would appreciate it. Some information has come to light and am looking for guidance on how to proceed.” (GC. 13)

In all, the record contains four emails from Partner Relations to Morgan, between November 14 and November 22, containing attachments which discuss D’Ettore, among others, being involved in union activity at the Petrovitsky Road. One of the attachments contains the summary of a November 15 discussion with an anonymous caller who referred to D’Ettore, and another Petrovitsky Road shift supervisor named Zac Cadiente (Cadiente), as being the ones “organizing most of the unionizing efforts” at the store. (GC. 11) Another attachment summarizes a November 14 call Partner Relations received which discusses, in part, D’ettore, Cadiente, and a barista at the store named Chloe Brown “harassing employees . . . to join the union, engaging in other union activities in the store, and badmouthing Maybee; it also notes that Maybee “is aware of the situation” and that this “concern” was reported to Morgan. (GC. 10) (GC. 9–13)

As part of their organizing efforts, D’Ettore and Cadiente helped draft a “Dear CEO” letter to the Starbucks Chief Executive Officer, informing the company that the Petrovitsky Road store was filing for a union election. The two-page letter is dated November 24, and is signed by 11 store employees including D’Ettore, whose signature appears first. On November 25, D’Ettore and Cadiente tried to hand-deliver the letter to Maybee. That morning, they were at the Petrovitsky Road store and asked to meet with Maybee; Cadiente was holding the letter and D’Ettore was standing next to him. Regarding the letter, Cadiente told Maybee “this is our notice that we’re filing for a union election.” (Tr. 29) Maybee refused to take the letter and said they needed to email it to him. (Tr. 29) Cadiente replied, telling Maybee that he was, in fact, able to take the letter, and saying that they would put the letter in Maybee’s inbox at the store. Cadiente and D’Ettore then went to the back room and put the letter in Maybee’s inbox. Two days later the Union filed an election petition for Petrovitsky Road. (Tr. 28–30; GC. 2; J. 2)

III. UNFAIR LABOR PRACTICE ALLEGATIONS

A. September 2023 Interrogation and Solicitation of Grievances (Complaint para. 5(a) and 6(a))

1. Facts

D’Ettore was working at the Petrovitsky Road store on September 12. Morgan was also at the store that day. Before the union drive Morgan’s appearance at the store was infrequent. She would come to Petrovitsky Road only about once a quarter, and then it was typically to conduct a meeting with managers around the district, or to meet with the store manager directly. (Tr. 23, 25, 72)

At one point during D’Ettore’s September 12 shift, store manager Wilson asked her to meet with Morgan in the store’s lobby area. D’Ettore had never previously met with Morgan on

a one-on-one basis. In fact, throughout her entire Starbucks career, D’Ettore had never previously met with a district manager individually. (Tr. 23–25, 72, 76–77)

The Petrovitsky Road store’s lobby contains a seating area for customers, including a long banquette/booth situated in a niche running along one of the walls. The banquette has both bench and chair seating. D’Ettore met with Morgan in the lobby and they sat at the banquette, with D’Ettore sitting in a chair facing Morgan, who was sitting on the banquette’s bench with her back against the wall facing both Morgan and the lobby. (Tr. 75–76; ALJ 1)

Never having had such a meeting before, D’Ettore said that she was nervous going into the discussion, which started with Morgan asking D’Ettore how she was doing, and what they were working on in the store. D’Ettore replied saying that she “was doing good” and that they were working on general cleaning. (Tr. 24) Next, Morgan asked if D’Ettore “had heard anything about unionizing at the store.” (Tr. 24) D’Ettore responded saying that she had “heard a little.” (Tr. 24) Morgan then asked D’Ettore what coworkers at the store were worried about. (Tr. 24) D’Ettore did not get “too specific” in her response, but told Morgan that they were worried about cleaning, scheduling, and small general things like that. (Tr. 24) Morgan asked D’Ettore for a few more details, but D’Ettore did not further elaborate, and the conversation started to fizzle out. Then, Morgan told D’Ettore that “with a union, we can only state facts,” but did not further elaborate as to what she meant by this phrase. (Tr. 24–25)

Regarding issues involving cleanliness at the Petrovitsky Road store, D’Ettore testified that there “was a big issue with cleaning” since the time the facility opened in the summer of 2021. (Tr. 25) According to D’Ettore, all of the managers and district managers were aware of the issue and attempting to resolve the problem but none of the solutions were “able to stick.” (Tr. 25–26) As for scheduling, D’Ettore said that some employees had issues with not being scheduled to work enough hours while others complained about being scheduled to work too many hours. (Tr. 25–27)

2. Analysis

a. Interrogation

In determining whether an unlawful interrogation occurred, the Board and the Courts review the totality of the circumstances and consider a variety of factors including: the general background (i.e. whether there is a history of employer hostility and discrimination); the nature of the information sought; the identity of the questioner; the place and method of the interrogation; the truthfulness of the reply; whether the employer had, or conveyed, a legitimate purpose for the questions; and whether assurances against reprisals were provided. See *Rossmore House*, 269 NLRB 1176, 1178, 1178 fn. 20 (1984), *affd. sub nom. Hotel & Restaurant Employees Local 11 v. NLRB*, 760 F.2d 1006 (9th Cir. 1985); *Bourne v. NLRB*, 332 F.2d 47, 48 (2d Cir. 1964); *RHCG Safety Corp.*, 365 NLRB 852, 852–53 (2017); *TRW-United Greenfield Div. v. NLRB*, 637 F.2d 410, 416 (5th Cir. 1981). These factors are not mechanically applied but are “useful indicia that serve as a starting point for assessing the totality of the circumstances” to determine whether the questioning would “reasonably tend to coerce the employee at whom it is directed so that he or she would feel restrained from exercising rights protected by Section 7 of

the Act.” *Westwood Health Care Center*, 330 NLRB 935, 939–940 (2000). “The relevant inquiry is whether the questioning tends to be coercive, not whether the employees are in fact coerced.” *Starbucks Corp. v. NLRB*, 179 F.4th 321, 332 (5th Cir. 2026) (internal quotations omitted); see also *Westwood Health Care Center*, 330 NLRB at 940 fn. 17. And, “[c]oercion can be found even where most factors favor the employer.” *Starbucks Corp.*, 179 F.4th at 332.

Considering the totality of the circumstances, I find that Morgan’s questioning of D’Ettore about whether she “had heard anything about unionizing at the store,” was an unlawful interrogation in violation of Section 8(a)(1) of the Act. Regarding the general background, Respondent’s documented hostility and discrimination against employee union activity supports a finding that the questioning was coercive. Indeed, by the date of the September 12 meeting between Morgan and D’Ettore, the Board had already issued three decisions finding that Respondent had committed multiple violations of the Act during organizing drives that occurred in Pennsylvania, Washington, and Michigan. See, *Starbucks Corp.*, 372 NLRB No. 50 (2023) (issued on February 12, 2023, and finding violations of §8(a)(1) and §8(a)(3) involving threats, surveillance, interrogation, withholding of training, along with unlawful disciplines and discharges), enfd. in pert. part 125 F. 4th 78 (3d Cir. 2024); *Starbucks Corp.*, 372 NLRB No. 93 (2023) (issued on June 20, 2023, and finding violations of §8(a)(1) involving threats, prohibitions on solicitation/distribution, and placing burdens on participating in a Board proceeding), enfd. 2024 WL 1319142 (D.C. Cir. 2024); *Starbucks Corp.*, 372 NLRB No. 122 (2023) (issued on August 9, 2023, and finding violations of §8(a)(3) and §8(a)(4) involving an employee discharge), enfd. in pert. part 159 F.4th 455 (6th Cir. 2025).

The location of the questioning, which occurred in a public area of the store, tends to reduce the coercive effect of the discussion. *Git-N-Go, Inc.*, 282 NLRB 965, 969 (1987) (noting the fact the conversation took place in a public area of the store tends to reduce its coercive effects). However, it was also a work area, as employees cleaned the store throughout the day, and the discussion occurred while D’Ettore was working. *Eaton Technologies, Inc.*, 322 NLRB 848, 850 (1997) (that conversation occurred during working hours, in the cafeteria where the employee performed some of her job duties, supported the finding of an unlawful interrogation). The fact Morgan was high level management official and the questioning occurred during a one-on-one meeting further supports the finding of a violation. *Bridgestone/Firestone, Inc.*, 335 NLRB 941, 946 (2001) (questioning by assistant district manager, who was superior in rank to the employee’s direct supervisor, during a one-on-one conversation, supports a conclusion that the questioning was coercive); *Quickway Transportation, Inc.*, 355 NLRB 678 (2010), adopting 354 NLRB 560, 575 (2009) (violation where employee had to respond to a high-level official, in a one-on-one situation, about his union sentiments). Also, there is no evidence that D’Ettore was open and active to Respondent about her union support at the time of the meeting.⁵ *Mid-State Distribution Co.*, 276 NLRB 1511, 1554 (1985) (store manager’s questions to employees if they had heard anything about unionization was an unlawful interrogation as it puts non-open union supporters on the spot of either revealing what they know or pleading ignorance).

⁵ In its brief, Respondent acknowledges that, at the time of the September 12 meeting, “nothing about the ongoing organizing activity had been made public,” and that “Morgan had no indication whatsoever of whether D’Ettore was an active supporter of that campaign,” when they met. (Resp’t. Br. at 21)

Likewise supporting a finding that a violation occurred is the fact that the interaction between D'Ettore and Morgan was neither an informal discussion nor a casual conversation. Instead, Wilson specifically asked D'Ettore, who had never previously had an individualized meeting with a district manager, to specifically stop her work and meet with Morgan.⁶ *North Hills Office Services, Inc.*, 344 NLRB 1083, 1094 (2005) (“the questioning at issue, taking place in a formal meeting with a high-level supervisor, at the commencement of an organizing campaign, would reasonably tend to coerce the employees so that they would feel restrained from exercising rights protected by Section 7 of the Act.”). And, by asking D'Ettore whether she had heard anything about unionizing at the store, Morgan was seeking information that went beyond D'Ettore's individual union activity but instead extended to the union activity of other employees at the store. *La Gloria Oil & Gas Co.*, 337 NLRB 1120, 1123, 1133 (2002) *affd.* 71 Fed.Appx. 441 (5th Cir. 2003) (Table) (questioning employees, who were not open and active union supporters, about “rumors at the plant” was a violation as it sought to elicit information about the union activity of other employees).

As for the truthfulness of her response, D'Ettore told Morgan that she had “heard a little,” about unionizing at the store. Having testified to discussing the union with coworkers starting in late August 2023, by the time of the mid-September questioning, D'Ettore knew more than just “a little” about the ongoing union organizing at Petrovitsky Road. Cf. *Wynn Las Vegas, LLC*, 358 NLRB 674, 676 (2012) (evasive response and attempt to avoid providing information support a finding that the questioning was a coercive interrogation). Finally, Morgan did not communicate to D'Ettore any legitimate purpose for her question about union activity, nor did she provide D'Ettore with any assurances against reprisals. Both of these factors support finding an unlawful interrogation. *RHCG Safety Corp.*, 365 NLRB at 852–53; *TRW-United Greenfield Div.*, 637 F.2d at 417. Accordingly, the totality of the circumstances establishes that Morgan unlawfully interrogated D'Ettore in violation of Section 8(a)(1) of the Act during their September 12 meeting.

b. Solicitation of grievances

“An employer who has not previously solicited grievances but who begins to do so in the midst of a union campaign creates a ‘compelling inference’ that the employer is ‘implicitly promising’ to correct the problems.” *Traction Wholesale Ctr. Co. v. NLRB*, 216 F.3d 92, 103 (D.C. Cir. 2000) (quoting *Reliance Electric Co.*, 191 NLRB 44, 46 (1971), *enfd.* 457 F.2d 503 (6th Cir.1972)). See also *Capitol Emi Music*, 311 NLRB 997, 1007 (1993), *enfd.* 23 F.3d 399 (4th Cir. 1994) (that employer does not make a commitment to specifically take corrective action does not abrogate the anticipation of improved conditions expected for the employees involved). The inference that an employer is going to remedy the grievances it solicits in these circumstances is rebuttable. *Mandalay Bay Resort & Casino*, 355 NLRB 529, 529–530 (2010).

⁶ Respondent argues that Morgan never indicated to D'Ettore that the conversation was mandatory or that she would be disciplined if she stopped the conversation. (Resp't Br. at 3, 21) However, when she asked D'Ettore to meet with Morgan, Wilson did not indicate that the request was voluntary, or that D'Ettore could choose to forego the meeting. *Relco Locomotives, Inc.*, 359 NLRB 1145, 1155 (2013) (reasonable employee could only conclude their meeting attendance was required where the meeting happened during the workday and the meeting notification did not inform employees that they were not required to attend), *reaffirmed* 361 NLRB 911 (2014).

Here, immediately after Morgan learned that D’Ettore had heard “a little” about union organizing at the store, she asked D’Ettore what her coworkers were worried about. D’Ettore answered saying they “were worried about cleaning, scheduling, and small, general things like that.” (Tr. 24) Under the circumstances presented, Morgan’s inquiry into the concerns of the Petrovitsky Road employees constitutes a solicitation of employee grievances with an implied promise to remedy those grievances. *Chartwells, Compass Group., USA*, 342 NLRB 1155, 1168–1169 (2004) (unlawful solicitation of grievances where employer asked workers if they had any problems or any concerns, as the company had no prior practice of doing so); *Hospital Shared Services, Inc.*, 330 NLRB 317, 323 (1999) (violation where company president asked employees about their concerns and the employees responded accordingly); *Charter Communications, Inc. v. NLRB*, 939 F.3d 798, 813 (6th Cir. 2019) (violation where state-level manager told employee that if there was anything he needed to discuss, he should bring it to his attention).

In an attempt to rebut the presumption that Morgan’s inquiry into employee concerns constituted an implied promise to remedy those grievances, Respondent asserts that it “has a long-standing history of speaking with its partners to identify any issues they are having, problems within the store, and other items its managers need to address.” (Resp’t Br. at 37) To support this defense, in its brief Starbucks argues that Maybee “testified that he has daily conversations with partners at his store about what problems they might be experiencing . . . has done so for his entire Starbucks career . . . [and] he testified that he has seen other Starbucks managers doing the same, including his District Managers.” *Id.* However, Maybee did not become store manager at the Petrovitsky Road store until October 16, 2023 (Tr. 121–122), well after the conversation between D’Ettore and Morgan occurred, and after the union organizing at the store had already started.

While Maybee did work as an assistant store manager under Wilson for about six months, until May 2023 (Tr. 120–123), he did not testify specifically as to Wilson’s practices as Petrovitsky Road store manager with respect to soliciting input from employees about problems at work. Instead, after testifying about his practice as a store manager to connect with the shift supervisors, Maybee was asked the following questions by Respondent’s counsel:

Q Before you were a store manager at the Petrovitsky Road store, do you recall other managers following that same procedure?

A Yes.

Q Okay. Even as a store manager, does your district manager have similar conversations with you about identifying issues?

A Yes. (Tr. 126)

This limited testimony is not sufficient to establish that, at the Petrovitsky Road store, Starbucks had an established practice of “soliciting grievances in a like manner” *Mandalay Bay Resort & Casino*, 355 NLRB at 529, prior to the advent of union activity at the store. It only shows that Maybee, who has worked at various Starbucks locations, has witnessed other managers somewhere follow these procedures. Nor is this testimony sufficient to establish that Maybee had witnessed any district manager soliciting such input from workers. Instead, his testimony

only shows that Maybee’s district manager has had similar conversations with him, not store employees, with respect to identifying issues at his store.

Respondent also points to a statement made by the administrative law judge in *Starbucks Corp.*, 373 NLRB No. 123 (2024), concerning an alleged unlawful interrogation that occurred at an event for Long Beach, California, employees in April 2022. Respondent argues the Board “adopted” the ALJ’s statement that, “in the context of Starbucks meeting with employees to obtain and address feedback, ‘[t]his was not unprecedented, as Respondent has a history of seeking employee input on how to improve the company.’” (Resp’t Br. at 37 (quoting *Starbucks Corp.*, 373 NLRB No. 123, slip op. at 8)) However, no exceptions were filed to this part of the ALJ’s decision. See *Starbucks Corp.*, 373 NLRB No. 123, slip op. at 1, fn. 3 (noting that “there are no exceptions to the judge’s dismissal of the” 8(a)(1) interrogation allegation taking place at the April event). Because this portion of the ALJ decision was not before the Board on exceptions, it does not constitute binding precedent. See e.g., *Carpenters Local 370 (Eastern Contractors Assn.)*, 332 NLRB 174, 175, 175 fn. 2 (2000). Also, at no point in *Starbucks Corp.*, 373 NLRB No. 12 (2024), does the ALJ reference or cite any record evidence that would support a conclusion that Respondent has a history of seeking employee input on how to improve the company. See *Hall v. Berryhill*, 906 F.3d 640, 643–644 (7th Cir. 2018) (Court discourages “stray, unsupported conjecture,” noting that ALJ “broadly speculated—with no citation to any portion of the record,” and that a judge needs to root observations with specific record evidence.). For these reasons, I find that Respondent’s citation to *Starbucks Corp.*, 373 NLRB No. 123 (2024) is unavailing.

Accordingly, I find that Respondent has failed to rebut the inference of an implied promise to remedy grievances that were inherent in Morgan’s question to D’Ettore. As such, I find that Morgan unlawfully solicited employee grievances on September 12, with an implied promise to remedy them, in violation of Section 8(a)(1) of the Act as alleged

B. November 2023 Snapchat video (Complaint para. 7)

1. Facts

On November 16, the Union held a rally outside the Grady Way store. Cadiente participated in the rally where workers handed out flyers and stood outside the store holding signs that said, “No contract, No coffee.” Cadiente arrived at the rally around 7 or 8 a.m. and left around 10:00 a.m. While he was at the rally, Cadiente saw Grady Way store manager Devine walk into the store, using a door that was about 20 feet from the union protesters, keeping her eyes down. Cadiente believed that Devine saw him at the rally, because people who were inside the store at the time told him that Devine was talking about the fact Cadiente was there and she was upset about his presence.⁷ (Tr. 82–84, 96–97)

Sometime around 10:00 a.m. on November 16, Devine posted a Snapchat video about the Union’s rally. Snapchat is a social media application that allows users to send and receive video

⁷ Transcript page 82, line 24 should read “on Grady Way” instead of “in Grady Way.”

and chat messages, as well as post both public and private stories.⁸ Posted stories are shared for 24 hours with “friends” on the platform. Multiple Starbucks employees were members of Devine’s Snapchat friends group including Petrovitsky Road barista Chloe Brown (Brown) along with Brown’s coworker named Kaitlin. Snapchat sends users “suggestions” of stories posted by their friends, and that is how Brown saw Devine’s story. (Tr. 84, 90, 101–102, 105–106)

Devine’s Snapchat story is one minute and forty-four seconds long. The entire story shows Devine sitting in what appears to be a car, addressing the camera. It starts with Devine saying, “tell me how” Starbucks protesters came into the store, bought coffee, sat inside and drank “our–Starbucks coffee” and then sit outside protesting Starbucks. Devine looks inquisitively into the camera, with her eyes moving back and forth, and asks rhetorically, “make it make sense.” The video then stops and starts again at a slightly different camera angle. Devine says that the protesters have been outside since 5 in the morning, that “they are going strong . . . it is like 40 degrees outside and they’re protesting. Like, who’s paying you? Like, I don’t understand.” Devine then puts two fingers of her right hand under her chin and says inquisitively, “I want to know, like, why do you have so much free fucking time?” Devine moves her hand away from her chin and then says,

Like, get a hobby, go do something. Protesting is not a fucking hobby. Like, I’m sorry, but it’s not and I just don’t understand it. Like, somebody please explain to me, like what? You have nothing better than to pull up to a store and be like: no more hours, we’re working too hard.

In the video Devine says the words “no more hours, we’re working too hard” in a winey voice, while her right hand is in a fist, moving up and down, mimicking a spoiled child banging on a table. Devine then says, “I don’t understand. Like, what the fuck are you even doing? Like, what are you doing? Because we’re all making fun of you. Like quite literally, you are the punchline to all of our jokes today.” Devine next says that she hopes the protesters do not leave, “because it’s actually quite entertaining.” The video shows Devine taking a deep breath, exhaling, and then explaining, “I work for Starbucks and I absolutely love it. I get treated great and so does every person that I’ve ever engaged with at any store I’ve worked at. So I’m just confused. Like, don’t be a baby.” Devine then pretends to wipe tears away from her face with her right hand while saying, in a type of crying voice, “mmm. Uh-oh no. Oh no. We decided to go to a union, ohhh, that isn’t paying us, right, ohhh.” Devine then then asks rhetorically, “so we’re going to go protest in front of other stores that have nothing to do with unions, for what, I’m so confused, it’s not making us, like, more excited to hop on the union board, like actually.” The video then ends. (GC. 6, 7)

After watching the story, Brown called Devine using FaceTime. The two discussed the video along with Devine’s opinions and stances regarding the union activity at the Grady Way store that day. After talking with Devine, Brown called D’Ettore, Cadiente, Kaitlin, another coworker, and a representative from the Union, and told them about the video. Sometime that

⁸ See *Lemmon v. Snap, Inc.*, 995 F.3d 1085, 1088 (9th Cir. 2021) (describing Snapchat). See also *Mahanoy Area Sch. Dist. v. B. L. by & through Levy*, 594 U.S. 180, 184–85 (2021) (noting that one Snapchat feature allows someone to post a photo or video on their Snapchat “story” which then allows others in the user’s “friend” group to view the images for a 24-hour period).

evening, the group met at a local pizza restaurant where Brown played Devine’s snapchat video for everyone. The group then discussed the video amongst themselves; both Brown and Kaitlin were upset by the video. Kaitlin put her phone on the table, played Devine’s Snapchat story, and Cadiente recorded it with his phone. Cadiente then sent a copy to the video to Kaitlin, Brown, and D’Ettore. Cadiente and Brown both agreed that it appeared Devine was in a car during the Snapchat video, and neither knew whether Devine was “on the clock” when she made the Snapchat story. (Tr. 85–86, 94–96, 101–104)

2. Analysis

In its brief, Respondent makes much of the fact that Devine’s Snapchat story was posted on her personal account and argues there is no evidence that Devine was on “worktime” when the story was posted. (Resp’t Br. at 23–24) However, these factors are immaterial. *Siren Retail Corp. d/b/a Starbucks*, 373 NLRB No. 135, slip op. at 1, 47 (2024) (Where admitted supervisor made personal Facebook posts threatening a reduction of benefits, that the posts may have occurred while he was not at work is immaterial, and the posts constituted a violation.). Devine was the store manager at the Grady Way store at the time of the Snapchat video, which is the highest-ranking official at the store. She was a salaried employee,⁹ and an admitted supervisor. As such, Starbucks employees watching the Snapchat video that knew Devine’s position with the company, including Brown and Kaitlin who were part of her Snapchat friends group, along with Cadiente and D’Ettore who saw the video at the pizza restaurant, would reasonably attribute Devine’s comments on the video to Respondent. Therefore, the only remaining issue is whether Devine’s Snapchat story was objectively coercive and constitutes a violation.

The Complaint alleges that Devine’s Snapchat story violated Section 8(a)(1) of the Act, in that it ridiculed employees because of their union activity. (GC. 1(m) ¶7) In “determining whether a statement by an employer violates Section 8(a)(1), or is protected by Section 8(c) of the Act, the Board considers the totality of the relevant circumstances.” *Ebenezer Rail Car Servs., Inc.*, 333 NLRB 167, 167 fn. 2 (2001).

While the Board has found that exposing workers to ridicule for their union support violates Section 8(a)(1), these cases generally occur in a context where either employees are individually identified, the ridicule is made in conjunction with other coercive activity or conduct, or there are other contemporaneous malicious actions involved. See e.g., *S.E. Nichols, Inc.*, 284 NLRB 556, 596 (1987), *enfd.* 862 F.2d 952, 960 (2d Cir. 1988) (Requiring three employees to respond in the presence of their coworkers to NLRB complaint allegations naming them, as part of employer’s “manipulated hilarity,” was coercive and a violation of Section 8(a)(1).); *Alaska Glass & Millwork, Inc.*, 167 NLRB 785, 787, 789 (1967) (Sign that said “Donated to tired picket walkers by working non-union workers,” that was placed on a chair in a prominent position where it could be seen by both customers and employees, violated Section 8(a)(1) as it “contained an implied threat that equated union membership with loss of employment, a threat which was reinforced by the layoff” of three union supporters, a

⁹ See *Winans v. Starbucks Corp.*, 796 F. Supp. 2d 515, 517 (S.D.N.Y. 2011) (noting that Starbucks store managers are salaried full-time employees); *Mims v. Starbucks Corp.*, No. CIV A H-05-0791, 2007 WL 10369 (S.D. Tex. Jan. 2, 2007) (holding that former Starbucks store managers were salaried employees, their primary duty was management, and that they were properly classified as exempt from the FLSA’s overtime provisions).

subsequent reduction in their work hours following their return to work, and the later discharge of two of the supporters.); *Romal Iron Works Corp.*, 285 NLRB 1178, 1182 (1987) (Violation where company owner cursed at picketing employees, said he did not want them working for him anymore, called them racial slurs, and said they were fucking bums and foreigners who should go back to their country of origin, was a violation as the “malicious use of ridicule and scorn impacts directly on a person’s sensitivities and it is natural for one to avoid being made the object thereof.”). Conversely, the Board has found no violation when derogatory statements about union supporters are made in circumstances that are devoid of any other coercive conduct. See e.g. *St. Mary Medical Center*, 339 NLRB 381, 385 (2003) (No violation where supervisor told employee she was disappointed in him for supporting the union and referred to him as “Judas,” as there was no threat made.); *Carrom Division, Affiliated Hospital Products*, 245 NLRB 703, 707 (1979) (During contested election campaign, letter referenced employees wearing union T-shirts as “clowns” was not coercive, as the letter was “free of any threats.”)

Here, considering the totality of the circumstances, I find that Devine’s Snapchat story does not rise to a violation. Although Devine mocks the protesters as crying children, says they are the punchline of “all our jokes today,” that protesting is “not a fucking hobby,” questions whether they have nothing better to do and how they “have so much free fucking time,” and pronounces that nothing the protesters are doing is “making us, like more excited to hop on the union board,” her video is devoid of threats, either specific or implied.¹⁰ Also, while Devine condemns the protesters generally, her video does not identify any individual employee by name. And, there is no claim that Devine engaged in any other unlawful conduct in the days before or after the protest occurred.

In support of a violation, in its brief the General Counsel cites to *General Electric Co.*, 255 NLRB 673 (1981). (GC. Br. at 18) In *General Electric Co.*, a manager approached an employee who was standing behind a counter, saw a union handbill sticking out of his shirt pocket, “reached across the counter, took the handbill and threw it like an airplane to the floor.” *Id.* at 688. The manager then ordered the employee to pick up the handbill; when the employee refused the manager said, “damn it, pick It up,” and the employee did so. *Id.* The Board found that the manager violated Section 8(a)(1) by confiscating union literature and holding the employee up to ridicule because of his union support by treating him in a humiliating manner, despite the fact the manager apologized to the employee the next day. Here, by contrast, there was no contemporaneous unfair labor practice, such as confiscating pro-union literature, that accompanied Devine’s Snapchat story and no individual employee was identified.

The government also cites *Great Atlantic & Pacific Tea Co.*, 192 NLRB 645, 655, 659 (1971) (GC. Br. at 18), where the Board found that an employer violated Section 8(a)(1) by exposing a union supporter, who served as an observer for the union in the election, to ridicule in front of his coworkers by posting three signs in the store calling him a “punk” or “union punk” and thereby “indicating to other employees that they might also be in for similar treatment if they chose to support the Union in the future.” The Fifth Circuit enforced this portion of the Board’s order, finding that it was “supported by substantial evidence.” *NLRB v. Great Atl. & Pac. Tea Co.*, 463 F.2d 184, 184–85 (5th Cir. 1972). Here, had Devine named any individual employee in

¹⁰ In its brief, the General Counsel has pointed to no cases finding that any of Devine’s statements in the video constitute an unlawful threat, and my research has found none.

her Snapchat story, or otherwise ridiculed them by name, then the Board’s analysis in *Great Atlantic & Pacific Tea Co.*, would apply. However, she did not do so. The Snapchat video only talks about “protesters” in general. And, unlike *Roman Iron Works Corp.*, 285 NLRB at 1182, where the company owner told picketers he no longer wanted them working for him, in her

5 Snapchat store Devine made no statements which could be interpreted as potentially affecting the future working conditions of any employee who was protesting that day. Accordingly, under the totality of the circumstances, where Devine engaged in no other contemporaneous coercive actions, the Snapchat video contains no threats or other statements potentially affecting the working conditions of the protesters, and no individual employee was singled out for ridicule or

10 otherwise identified in the video, I recommend that paragraph 7 of the Complaint be dismissed.

C. Wearing union buttons/pins (Complaint para. 8)

1. Facts

a. Background

Shortly after Cadiente and D’Ettore delivered the union letter to Maybee on November

20 25, some employees at the Petrovitsky Road store began wearing union pins/buttons while working. The pins in question were round, green and white in color, and about one inch in diameter. The center of the pin had a symbol depicting a fist hold a shaker; surrounding the symbol, running along the outer edge of the button, were the words, “STARBUCKS * WORKERS * UNITED.” The record shows that employees, including D’Ettore and Brown,

25 wore their union pins on the top corner of their work apron. (Tr. 30–34, 95, 107, 140–141; GC. 3, 4)

Respondent’s employee handbook, referred to as the Partner Guide, contains a section regarding employees wearing pins and buttons at work, and reads as follows:

Partners may only wear buttons or pins issued to the partner by Starbucks for special recognition or for advertising a Starbucks-sponsored event or promotion; and one reasonably sized and placed button or pin that identifies a particular labor organization or a partner’s support for that organization, except if it interferes

35 with safety or threatens to harm customer relations or otherwise unreasonably interferes with Starbucks public image. Pins must be securely fastened.

Partners are not permitted to wear buttons or pins that advocate a political, religious or personal issue.

Starbucks Corp., 374 NLRB No. 10, slip op. at 25, 29 (2024). Respondent’s policy of allowing employees to wear one reasonably sized and placed pin/button identifying a particular labor organization or a partner’s support for that organization, unless it interferes with safety, threatens to harm customer relations, or unreasonably interferes with the company’s public image, has

45 been in place since 2006, pursuant to an informal settlement agreement reached between Respondent and the NLRB’s General Counsel. *NLRB v. Starbucks Corp.*, 679 F.3d 70, 73 (2d

Cir. 2012); see also *Starbucks Corp.*, 355 NLRB 636 (2010) adopting 354 NLRB 876, 884 (2009) (describing the informal settlement).¹¹

b. Conversation between Maybee and D’Ettore about wearing a union pin

i. D’Ettore’s testimony

D’Ettore testified that, after giving the letter to Maybee, her next shift was on Sunday, November 26. On that day D’Ettore wore a union pin on the top right side of her work apron. Before starting her shift, D’Ettore said a coworker informed her that she and another employee had been told to remove their pins because they were not Starbucks approved. (Tr. 34–36)

According to D’Ettore, at one point during her shift, she was standing with a barista named Braden at the register when Maybee approached and said that she would not be able to wear her union pin because it was not Starbucks approved. D’Ettore told Maybee that, according to the National Labor Relations Board’s website, she was allowed to wear one union pin. Maybee replied saying that he would have to check with district manager Morgan. D’Ettore testified that, a few moments later, Maybee came up to her and said that it would be okay for her “to wear it today,” referring to the union pin, because they had not yet filed a petition for a union election.¹² (Tr. 37) Maybee further told D’Ettore that he would have to check again to see if wearing a union pin was within company policy and then let her know if she could wear it. D’Ettore testified that Maybee never followed up with her again regarding the union pin issue. Despite not hearing back from Maybee, D’Ettore continued to wear a union pin on most days without incident. (Tr. 35–37, 79)

Regarding the wearing of pins at work, D’Ettore said that some employees wore multiple pins on their aprons, including pins that were not “Starbucks-issued.” According to D’Ettore, before the union drive started, wearing non-Starbucks issued pins while working was never an issue and nobody had been counseled for doing so. (Tr. 37–38; GC. 4)

ii. Maybee’s testimony

¹¹ As noted below, Respondent attempted to introduce the Partner Guide’s pin/button policy into evidence, but Maybee was unable to authenticate the policy. (Tr. 143–144) Notwithstanding, the entire Partner Guide and/or the Partner Guide’s pin policy has been introduced into evidence in other cases involving Respondent and the Union. See e.g., See *Starbucks Corp.*, 372 NLRB No. 93 (2023) (Respondent’s Exhibit 9); *Starbucks Corp.*, 27-CA-296848, JD(SF)–38–23, 2023 WL 8610311, (General Counsel Exhibit 21); *Starbucks Corp.*, 19-CA-291860, JD(SF)–39–24, 2024 WL 5209883 (Joint Exhibit 6(a)). Respondent’s one union pin/button policy allowing for a reasonably sized and placed pin, with the above delineated exceptions, has also been discussed in multiple other cases involving Respondent including: *Siren Retail Corp. d/b/a Starbucks Reserve Roastery*, 373 NLRB No. 140 (2024); *Starbucks Corp.*, No. JD-12-24, 2024 WL 893559; *Starbucks Corp.*, No. JD-39-24, 2024 WL 5209883; *Starbucks Corp.*, No. JD(SF)-29-24, 2024 WL 4474953; *Starbucks Corp.*, JD(NY)–16–24, 2024 WL 2860317; *Starbucks Corp.*, JD–52–24, 2024 WL 3984353; *Starbucks Corp.*, JD–24–24, 2024 WL 1832227; *Starbucks Corp.*, JD(SF)–23–23, 2023 WL 5506933; *Starbucks Corp.*, No. JD–30–25, 2025 WL 1165981; *Starbucks Corp.*, JD–18–26, 2026 WL 852573; *Starbucks Corp.*, No. JD(SF)–01–24, 2024 WL 162869; *Starbucks Corp.*, JD(SF)–03–24, 2024 WL 466552; *Starbucks Corp.*, No. JD(SF)–17–24, 2024 WL 3199568; *Starbucks Corp.*, No. JD(SF)–17–24, 2024 WL 2880143; *Starbucks Corp.*, No. JD–50–23, 2023 WL 5140070.

¹² Transcript page 37, line 3 should read “be okay” instead of “be kay.”

According to Maybee, after he received the unionization letter, sometime between November 25 and November 27, he had a discussion with D'Ettore about her union pin. Maybee said that they were standing in the front of the house, behind the counter, near the door to the back room when the conversation occurred. Maybee could not recall whether anyone else was near them when he spoke with D'Ettore about her union pin. Maybee testified that he asked D'Ettore if the pin she was "wearing was up to Starbucks' dress code," and D'Ettore replied saying that she believed that the pin "was in dress code." (Tr. 142) In response, Maybee said he told D'Ettore that he would "verify if the pin did follow the dress code policy and that in the meantime she may continue to wear the pin," and that he would "circle back" when he "found the answer." (Tr. 142) (Tr. 141–142)

Maybee testified that he verified with Morgan whether D'Ettore's union pin was within dress code. Regarding his discussion with Morgan, Maybee testified as follows:

Q [by Respondent's counsel]: . . . Do you recall what the conversation was with Michaela [Morgan] as far as verifying whether or not the pin you saw Nicole [D'Ettore] wearing was dress code was [sic] compliant?

A Yes. I asked Michaela to verify the policy. Michaela got back to me with the policy verification and notified me that the -- the policy was that partners were allowed to wear one pin representing a labor organization, as long as it fell within the size requirement, which I do not recall the exact size. But I would guess it was some number within, like, a number of inches that -- that the pin could be in size. (Tr. 144)

Although he could not remember exactly when, Maybee said that sometime within a few days to a week after his initial discussion with D'Ettore, he circled back with her regarding what he learned from Morgan. Specifically, Maybee testified that he told D'Ettore that he "verified the policy and that the pin could be -- one pin could be worn as long as it fell within the size requirement." (Tr. 144) Maybee denied that he ever instructed any employee at the Petrovitsky Road store to remove a union pin. He also testified that no employee at his store was ever disciplined for wearing union pins, and that after he spoke with D'Ettore the second time, he continued to see employees at the store wearing union pins. (Tr. 142, 144–145)

During the hearing, Respondent's counsel tried to introduce into evidence the Partner Guide containing the company's union pin/button policy. However, Maybee was unable to properly authenticate the exhibit. Maybee testified that he was familiar with the Partner Guide, and the company's pin policy, but said the Partner Guide proffered by Respondent "may be a different iteration of it from the--the time that we had the discussion for the pins with Nicole [D'Ettore]." (Tr. 143) Maybee said that the Partner Guide "is regularly updated," and the one he "was utilizing had a different picture," on the front cover than the one in the proffered exhibit, so Maybee said that he assumed Respondent's proposed exhibit "may have been a different version" of the Partner Guide. (Tr. 143) Maybee continued, saying the reason for his belief that the proffered exhibit may be different was that "to my best recollection, the policy that I verified with Michaela [Morgan] under the pins did have a size requirement for the pins. They could be no larger than a certain size." (Tr. 143) (Tr. 142–143)

2. Credibility

Regarding any discrepancies between the testimony of D'Ettore and Maybee as to what occurred involving D'Ettore's wearing a union pin on November 26, I credit the testimony of D'Ettore. Along with evaluating the demeanor of both witnesses, it was clear that D'Ettore's recollection of events was much sharper than Maybee's. D'Ettore testified with detail as to the date and location of the conversation and the presence of her coworker Braden at the register when the discussion occurred.¹³ Maybee, on the other hand, could not recall whether anyone else was present during the conversation, and gave an estimated range as to the date of the discussion. Also, much of Maybee's testimony about what happened simply does not ring true. Maybee said that he asked D'Ettore whether the pin she was wearing was "up to Starbucks' dress code." As the store manager, Maybee was the highest-level official in the store, and he testified that he was familiar with both the Partner Guide and the Starbucks pin policy. Maybee did not explain why, as the highest-level store official, he needed to ask D'Ettore, a subordinate employee, if the pin she was wearing was "was up to Starbucks' dress code." He clearly could have made that determination on his own by reviewing the Partner Guide. Moreover, despite his claimed familiarity with Respondent's pin policy and the Partner Guide, Maybee was unable to authenticate the Partner Guide and pin policy that was presented to him by Respondent's counsel during the hearing, asserting that the pin policy he verified with Morgan "did have a size requirement for the pins," which "could be no larger than a certain size," and claiming that size requirement involved "a number of inches . . . that the pin could be in size." (Tr. 143–144) However, it appears that since 2006 Respondent's policy has not changed: employees can wear one reasonably sized union button/pin. No evidence has been presented that, at any time since the 2006 informal settlement, Respondent's pin policy has ever contained a limitation delineated in inches. I simply do not credit Maybee's testimony regarding the incident.

Accordingly, I find that on November 26, D'Ettore was wearing a union pin on the top corner of her apron during her shift. The union pin was approximately one inch in diameter with the words "STARBUCKS * WORKERS * UNITED" appearing around a picture of a fist holding a shaker. During her shift, while D'Ettore was standing at the register with a barista named Braden, Maybee told D'Ettore that she would not be able to wear the union pin because it was not Starbucks approved. D'Ettore replied saying that, according to the National Labor Relations Board's website, she was allowed to wear one pin. Maybee then told D'Ettore that he would have to check with Morgan, the district manager. A few moments later, Maybee approached D'Ettore and told her that it would be okay for her to wear the pin "today" because they had not yet filed a petition for a union election, and that he would have to check again to see if wearing the union pin was within company policy and let her know if she could wear the pin. D'Ettore never heard back from Maybee, but continued wearing her union pin, nonetheless. Some other employees also wore union pins at the store without incident. Before the union

¹³ In its brief, Respondent faults the General Counsel for not calling Braden as a witness and infers that an adverse inference is warranted. (Resp't Br. at 28) However, as a rank-and-file employee, Braden could not reasonably have been expected to testify in favor of one party over another, and was equally available to Respondent to call as a witness. See *Torbitt & Castleman, Inc.*, 320 NLRB 907, 910 fn. 6 (1996) (The General Counsel's failure to call a coworker who was working with a witness who testified about an 8(a)(1) statement did not warrant an adverse inference, as the rank-and-file employee could not reasonably be expected to favor one party over the other, and was equally available to all the parties but none chose to call him as a witness), *affd.* 123 F.3d 899, 907 (6th Cir. 1997).

drive, employees at the store would wear multiple pins on their aprons, including buttons that were not issued by Starbucks, without incident.

3. Analysis

5 Limitations on an employee’s right to wear union insignia in the workplace violate Section 8(a)(1) of the Act unless the employer proves that special circumstances justify the limitation. *Siren Retail Corp. d/b/a Starbucks Reserve Roastery*, 373 NLRB No. 140, slip op. at 4 (2024). Absent exceptions that do not apply here, Respondent’s policy allows employees to wear buttons or pins issued by Starbucks and one reasonably sized and placed union button. *Starbucks Corp.*, 374 NLRB No. 10, slip op. at 25, 29 (2024). Notwithstanding this policy, the credited evidence shows that before the advent of the union campaign, Petrovitsky Road employees wore non-Starbucks approved pins at the store without incident. And, when she worked on November 26, D’Ettore’s union pin complied with Respondent’s dress code, as she wore only one union pin which was both reasonably sized and reasonably placed.¹⁴

Therefore, by telling D’Ettore, who was standing next to Braden at the time, that she would not be able to wear her union pin because it was not Starbucks approved, Respondent violated Section 8(a)(1) of the Act. *Be-Lo Stores*, 318 NLRB 1, 6–7 fn. 17, 19 (1995) (Disparate enforcement of dress code to prohibit wearing union jackets and T-shirts after union organizing started is a violation of Section 8(a)(1).); *Saint Vincent’s Hosp.*, 265 NLRB 38, 42 (1982), enforced in part 729 F.2d 730 (11th Cir. 1984) (Noting that formal disciplinary action is not a prerequisite to a violation, and that the Board has found the “enforcement of an invalid rule violates the Act even where the enforcement consists merely of instructing an employee to cease engaging in union activity.”). Here, the finding of a violation is appropriate even though Maybee told D’Ettore a few moments later that she could wear her union pin that day and that he would have to let her know if she could continue wearing the pin after he checked again with Morgan to see if it was within company policy. As noted, I credit D’Ettore’s testimony that Maybee never followed up with her about wearing the union pin going forward. And, there is no evidence that Respondent ever followed up in any way with Bradon, who was present during the initial discussion. Cf. *Brandeis Machinery & Supply Co. v. NLRB*, 412 F.3d 822, 833 (7th Cir. 2005) (In affirming the Board’s finding of a violation, the court notes that although supervisors’ comments to two workers about wearing union paraphernalia may not have discouraged them from “donning their union buttons and hats, the effects on possible onlookers may not have been so innocuous . . . [and] may have had a chilling effect on employees who otherwise would have displayed their support for the Union in some manner.”). Finally, Respondent’s conduct is not privileged by the fact D’Ettore ignored Maybee’s warning and continued wearing her union pin going forward. See *Dixie Machine Rebuilders Inc.*, 248 NLRB 881, 882 (1980) (violation where supervisor asked two employees to remove their union hats, claiming they were not part of the company uniform, but the employees continued wearing the hats without further incident).

¹⁴ In *Siren Retail Corp. d/b/a Starbucks Reserve Roastery*, 373 NLRB No. 140 slip op. at 4–5 (2024) the Board found that Respondent’s dress code policy prohibiting employees from wearing more than one union pin/button at its New York City Roastery constituted a violation of Section 8(a)(1). The legality of Respondent’s pin policy, as written, was not presented as an issue in this matter.

D. Conversation between Maybee, Morgan, and D’Ettore on December 12
(Complaint para. 6(b) and 9)

1. Facts

5

a. D’Ettore’s testimony

10 On December 12, after clocking-in for her shift, D’Ettore was in the back room when
Maybee asked her to meet with him and Morgan in the lobby area. D’Ettore sat down with them
at the banquette in the lobby and Maybee said they would be holding a meeting like this with
every worker in the store. D’Ettore already knew from her coworkers that Respondent had been
holding meetings with employees about unions, so she immediately asked if she was “required to
be a part of the meeting talking about unions.” (Tr. 40) D’Ettore testified that both Maybee and
Morgan seemed confused by her question, so she asked again. According to D’Ettore, both
15 Maybee and Morgan still seemed confused, and instead of answering her question, they just
started the meeting. (Tr. 39–40, 76–78; ALJ. 1)

20 Maybee said that he knew D’Ettore “was already pretty involved in this,” and might be
familiar with some of the points they were going to discuss. (Tr. 40) D’Ettore testified that
Maybee’s initial statement immediately made her nervous, and she did not respond. Maybee
went on to say that “they wanted to be sure that the opinions that they said were clear, versus
facts that they were saying,” and so if they expressed an opinion, they would be clear about it.
(Tr. 41) Maybee told D’Ettore that anyone who signed an authorization card could change their
mind when it came time to vote in the election. He also said that “on average, bargaining takes
25 over a year, and any new benefits that Starbucks issues in between could be withheld in that
interim” period. (Tr. 41) Maybee then said that, when bargaining is taking place, it is between
the Union and Starbucks, and he could not guarantee that existing benefits employees already
had “that mattered” to them would not be bargained away. (Tr. 41) Maybee also discussed the
ability of employees to “borrow” to another store, which refers to the process whereby
30 employees at one store can pick up shifts at a different location within the district to get extra
hours. (Tr. 41–42) Maybee said that borrowing to another store might be difficult or not be
possible because of differing contracts between the two stores. (Tr. 41–42, 45)

35 D’Ettore testified Morgan then said that with unions, they can only state facts, but then
Maybee started giving some of his opinions. Maybee then said that, in his opinion,
communication for availability (referring to individual availability for work), scheduling, and
time off requests, would potentially be more difficult. D’Ettore took this comment to mean that,
with a union, communication about these issues might take longer. (Tr. 42)

40 Maybee also said that, in his opinion, communication might be more difficult, “because
he might not be able to help us on the floor as easy, and a union representative might need to be
involved for any conversations that we’re having, or any issues that may arise in the store.” (Tr.
43) D’Ettore said that typically, if an issue comes up on the floor, they can go to a manager in
search of a solution or help with anything that has happened; she took Maybee’s comments to be
45 directed to this existing process. (Tr. 43)

Maybee further told D’Ettore during the meeting that in his opinion two-way communication was very important, and at the end of the meeting Maybee “mentioned that they wanted to hear any thoughts or opinions that we had about the union, so that he could help address them.” (Tr. 43) In response, D’Ettore said she told Maybee and Morgan that she did not have any questions, and the meeting ended. D’Ettore estimated that her meeting with Maybee and Morgan lasted about ten minutes. (Tr. 39, 43–44)

b. Maybee’s testimony

Maybee testified that, after the union drive went public, he started having meetings with store employees to discuss the union campaign. Maybee said that he would typically ask an employee if they had time to step aside for a conversation, and that everyone he asked agreed to speak with him. They would then sit on the banquette in the café lobby, while the store was open, and have a discussion. According to Maybee, he started each of these conversations by clarifying to the worker that his intent was simply to provide facts and opinions to the employee for them to better understand the process, so they were equipped with the information needed to make their decision. Maybee said that none of the employees he spoke with asked to leave in the middle of their discussion, and Maybee estimated that he was able to meet with every worker, except for one or two of them. Maybee said these meetings occurred between November 27, 2023, and January 8, 2024. (Tr. 128–131, 135)

As to what he told employees during these meetings, Maybee testified that it depended “a lot” on what “questions they were asking.” (Tr. 131) Typically, Maybee testified that would explain “the process that was happening” so employees could better understand how it worked, the employee’s role in the process, their rights, and “any facts and opinions on that,” because it was important that employees “understood the process.” (Tr. 131) Maybee said that Morgan participated in some of these meetings, and that nobody complained to him about any of the discussions they had with Morgan. Finally, Maybee said that he did not use a script during these meetings. Instead, he spoke from his understanding of the facts at hand and was giving his opinions. As to where he received his information, since he had never previously worked in a unionized setting or been through a union election, Maybee testified that he received training from Starbucks, and he also reviewed the Union’s social media page along with the NLRB’s website. (Tr. 131, 172–176)

Regarding the Complaint allegations involving statements he made at these meetings, during the hearing Respondent’s counsel asked Maybee whether he recalled speaking about the following topics during his discussions: (1) contract bargaining; (2) negotiations involving existing benefits; (3) employees borrowing shifts at other stores; and (4) employee scheduling issues. Maybee confirmed that he discussed these topics during his employee meetings. (Tr. 132–138)

Respondent's counsel also asked Maybee which employees he remembered speaking with. Maybee testified that he remembered discussing the issue of contract bargaining with an employee named Brandi,¹⁵ and said that he told Brandi during their conversation that,

5 depending on the outcome of the process, there could be potential representation from the third-party union, and through that representation any changes in benefits would have to be negotiated between the union and Starbucks before any changes were made.

10 What this could potentially mean is that if there were benefits that were rolled out to other partners that were not represented in other locations before they could potentially be rolled out into a represented store, they would have to be negotiated prior. (Tr. 134)

15 Maybee said that this topic also came up in meetings with other employees as well. When asked by Respondent's counsel whether he "provide[d] any different information with respect to that particular topic in any of those other meetings you're recalling," Maybee said "[n]o." (Tr. 135)

20 Concerning negotiations involving existing benefits, Maybee testified that he also discussed this topic with Brandi, and said,

25 to my recollection, the discussion was that through a negotiation process potentially between the union representative and Starbucks is [that] benefits may be negotiated, which may change which benefits were available.

30 This could mean that new benefits came in and other benefits may leave. It's very -- it's uncertain, and so I also ensured I'd let them know, like, Brand[i] especially and partners that there's no guarantee to what the changes to benefits could look like. They could stay exactly the same, there could be additional benefits or there could be changes or removal of benefits. (Tr. 136)

35 Maybee again said that this topic also came up in meetings with other employees as well. And, when asked by Respondent's counsel as to whether he provided "any different information than what you just described relaying to Brand[i]" in these other meetings, Maybee answered "[n]o." (Tr. 136) (Tr. 134–136)

40 As for the issue of "borrowing shifts" Maybee once again said that he discussed this with topic with Brandi. (Tr. 137) When Respondent's counsel then asked if there was "anyone else that you would have discussed borrowing shifts with," Maybee said that he "would have discussed that with every partner that I have a one-on-one connect with." (Tr. 137) Maybee testified that his standard message regarding this topic was "that potentially there could be a different process in the way that shifts are borrowed or changed in the store, depending on the negotiations with the Union and Starbucks." (Tr. 137)

¹⁵ This is the same Brandi that reported to Partner Relations on November 13, that her coworkers were unionizing and were planning to picket. See GC. 13 and Tr. 133 (listing Brandi's last name). The spelling listed in Respondent's company documents is used for Brandi's name. (GC. 13)

Maybee then testified that he discussed with Brandi, among other partners, the potential scheduling issues that having a union could pose.¹⁶ Regarding this topic, Maybee said he conveyed to employees that, “depending on the negotiations between a union and Starbucks, there could be changes to the way that shifts are borrowed or changed or time off requests are handled or things like that.” (Tr. 138–139)

Finally, Respondent’s counsel asked Maybee if he recalled discussing “the fact that it would be harder for [him] to help employees,” and Maybee replied, “I don’t know if I would say it in . . . those words.” (Tr. 138) Instead, Maybee testified that he believed it was relevant to tell employees during these “one-one-one conversations” that “the way that we communicate and the relationship between myself and the partners may change, depending upon the negotiations” between the Union and Starbucks. (Tr. 138) Maybee said that during these meetings he gave some examples, including the possibility of having to “go through negotiations with the union” if there were issues, concerns, or changes, before he could “activate on them,” which would be different than the current process, where he has “more agency to make changes to, for example, schedules without having to verify them with anyone else.” (Tr. 138–139)

During cross-examination, when the General Counsel stated that Maybee only remembered his meeting with Brandi, Maybee testified that he also recalled more conversations. When asked how many of these other conversations he remembered, Maybee replied “I don’t know the exact number.” (Tr. 177) The General Counsel then asked Maybee to walk her through who he recalled having conversations with, and Maybee replied “I believe I was able to have at least one conversation with each of the hourly partners that work under me in my store. I don’t necessarily recall the exact names of every single partner on the roster.” (Tr. 177–178) Maybee then testified that he also recalled his conversation with D’Ettore. However, he could not recall the date this conversation occurred, whether Maybee was present during their discussion, or how long the conversation lasted. When asked what he remembered about his conversation with D’Ettore, Maybee said, “I recall that I was delivering the same information that I provided Brand[i] . . . but Nicole [D’Ettore] did tell me at -- in one of the conversations that she knew the information and did not want to know more information, and so I ended the conversation.” (Tr. 178) Then, when asked what he said during their discussion, Maybee testified that,

I went through the same conversational topics that I went through with Brand[i] . . . and all of the other partners, ensuring that Nicole understood the process of what was happening and sharing kind of the facts that I knew about how the process worked and also letting Nicole know that there was going to be a secret ballot election where she would be able to make her own determination and that my intention of any of the conversations I had with her or the partners was to ensure that they had as much information as possible in the form of facts and maybe some opinions from me, so that they could then make their own decision when it came time. (Tr. 178–179)

¹⁶ Transcript page 138, line 1 should read “Do you recall” instead of “Do you require” and line 13 should read “recalled” instead of “will call.”

Maybee testified that he did not recall what facts he shared with D’Ettore during their discussion, aside from the facts he had previously testified about regarding his meeting with Brandi. And, Maybee could not recall what opinions he shared with D’Ettore during their meeting. Finally, when asked by the General Counsel whether he recalled other conversations, besides the one
 5 with D’Ettore and Brandi, and how many of these conversations he had, Maybee said that he did “not know the exact number” (Tr. 177), but he believed he “had at least one conversation with every partner,” and that he could list the names from what he remembered, but that he did not know if he remembered “every single name of my partners.” (Tr. 179) (Tr. 177–179)

2. Credibility determination

Concerning D’Ettore’s December 12 meeting with Maybee and Morgan, I credit D’Ettore as to what was said to the extent there are discrepancies between her testimony and Maybee’s. Along with assessing their respective demeanor, it was clear that Maybee did not remember
 15 specifically what was said during his meeting with D’Ettore. Other than his meeting with Brandi, the majority of Maybee’s testimony about his post-petition meetings with employees involved statements about what he discussed generally during these meetings. And, during direct examination by Respondent’s counsel, when asked to name the specific employees he remembered having discussions with during these meetings, the only individual Maybee
 20 identified was Brandi; he then testified specifically about what he discussed with Brandi. Using Brandi’s meeting as a template, Maybee’s testimony that he did not recall saying anything different during his meetings with 20 or so other employees in the store belies his original testimony that what he said during these individual meetings depended “a lot” on what specific questions the employees were asking. (Tr. 131) It was only during cross-examination, when the
 25 General Counsel confronted Maybee with only remembering his conversation with Brandi, that Maybee said that he also remembered his conversation with D’Ettore. However, Maybee did not know when D’Ettore’s conversation occurred, the length of the conversation, whether Morgan was present during the discussion, and he could not recall what opinions he shared with D’Ettore. I sum, I credit D’Ettore’s testimony as to what occurred.

3. Analysis

a. Solicitation of grievances

I credit D’Ettore’s testimony that during her December 12 meeting Maybee said that, in his opinion two-way communication was very important, and then ended the meeting by saying they wanted to hear any thoughts or opinions employees had had about the union so that they could help address them. The General Counsel points to this interaction in her brief to support the Complaint allegation that Maybee unlawfully solicited grievances during the meeting. (GC
 40 Br. at 24)

I find the facts here to be sufficiently similar to those set forth in *Austal Usa, L.L.C.*, 349 NLRB 561, 568 (2007), *enfd.* 343 Fed.Appx. 448 (11th Cir. 2009), to support the finding of a violation. In *Austal USA*, the government alleged that an employer engaged in an unlawful
 45 interrogation and solicitation of grievances when a company supervisor, in separate one-on-one meetings, essentially asked workers “their opinion regarding why the employees wanted the

Union.” Id. at 568. While the interrogation allegation was dismissed, the Board affirmed the finding that, in the context presented, the questioning constituted an unlawful solicitation of grievances with an implied promise to remedy them. Id. at 568. The supervisors in *Austal USA* began meeting with employees individually after the union organizing drive started, and there was no evidence that similar meetings had been held before the union drive originated. Id. The same is true here; as noted earlier Respondent has not established that it had a past practice of soliciting grievances from employees at the Petrovitsky Road store. And, during their September 2023 meeting, Maybee interrogated D’Ettore about her union support, and solicited grievance from her. Therefore, under the circumstances presented, I find that the question posed to D’Ettore on December 12 was calculated to elicit from her the reasons employees were unionizing so that Respondent could address those concerns and constitutes a violation of Section 8(a)(1) as alleged.

b. Threats

The General Counsel alleges that the statements Maybee made during D’Ettore’s December 12 meeting also constituted unlawful threats in violation of Section 8(a)(1). (GC. Br. at 19–23) Regarding these claims, the credited evidence shows that during the December 12 meeting with D’Ettore, Maybee said that, “on average, bargaining takes over a year, and any new benefits that Starbucks issues in between could be withheld in that interim” period. (Tr. 41) He also told D’Ettore that when bargaining is taking place, it is between the Union and Starbucks, and he could not guarantee that existing employee benefits that mattered would not be bargained away. During the meeting Maybee further discussed the ability of employees to pick-up shifts at other stores within the district, referred to as borrowing, in order to get extra work hours, and said that that borrowing to another store might be difficult or impossible because of differing contracts between the two stores. He then discussed issues regarding communication, saying that, in his opinion: (a) communication regarding availability, scheduling, and time off requests would potentially be more difficult; and (b) communication might also be more difficult, “because he might not be able to help [employees] on the floor as easy, and a union representative might need to be involved for any conversations . . . or any issues that may arise in the store.” (Tr. 43)

Maybee’s statement that communication could potentially be more difficult if employees unionized because he might not be able to help them on the floor as easily, since a union representative might need to be involved, constitutes an unlawful threat. *Cemex Construction Materials Pacific, LLC*, 372 NLRB No. 130, slip op. at 8, 84 (2023), enf’d. 2026 WL 1079297 (9th Cir. 2026) (supervisor’s statement that he would not be able to help employee anymore if the company went union a violation); *Gulf States Manufacturers, Inc.*, 230 NLRB 558, 561 (1977) (supervisor’s statement shortly after union election that he could not help employees anymore, and they had to go through their stewards and the union, a violation). The same is true regarding Maybee’s statement that employees borrowing to other stores might be difficult or impossible if they unionized, and that availability/scheduling would be more difficult, as Maybee did not present his comments as being based upon objective facts outside the company’s control. *Siren Retail Corp.*, 373 NLRB No. 135, slip op. at 33–34, 42–43 (2024) (violation where employer said that certain benefits allowing employees to transfer laterally from their home store to another store were super complex because unionized employees are only protected under a

contract where they work, and therefore these benefits might be “sticky or gone”). Finally, I find that Maybee’s statement about benefits being withheld during the contract bargaining period, which takes a year or more, to be a violation. *Amazon.com Services LLC*, 373 NLRB No. 136, slip op. at 1 fn. 3, 59, (2024); (statements by employer that improvements in wages and benefits would be withheld during lengthy contract bargaining a violation of Section 8(a)(1)); *Cemex Construction Materials Pacific, LLC*, 372 NLRB No. 130, slip op. at 5, 15, 76 (2023), enf’d. 2026 WL 1079297 (9th Cir. 2026) (violation where manager described raises as frozen while contract bargaining, which could take days, weeks, months, or years, took place); *Teksid Aluminum Foundry*, 311 NLRB 711, 717 (1993) (violation where employer’s notice said that, if the union won the election, all policies and procedures, including wages and benefits, will be frozen until an agreement is reached, and that negotiations often last many months or sometimes years).¹⁷

E. Harassment of D’Ettore (Complaint para. 10)

1. Facts

a. Maybee’s November 14 meeting with shift supervisors

On November 24, Maybee held a meeting with all Petrovitsky Road shift supervisors to discuss shift expectations; the meeting lasted about an hour. There were three primary shifts at the store: opening, mid, and closing. Kristi Holme (Holme), a store manager at another Starbucks location, was also present. The primary focus of the meeting was the company’s food safety and cleanliness program referred to as “Clean, Safe, Ready,” and the procedures needed to ensure that all the related standards are properly maintained. (Tr. 20, 47–52, 57, 179–180)

Maybee testified that during the meeting he retrained the entire team on the standards, routines, and policies regarding Clean, Safe, Ready, and provided everyone with printed copies of the relevant guidelines. Regarding the closing shift, Maybee said that he discussed the standards that the closing shift needed to follow to ensure all routines are followed. Maybee testified he told the staff during the meeting that failure to complete the routines needed to be escalated to him immediately, so that as the store manager he could step in for support in order to ensure these critical policies were followed and that failure to do so would result in corrective action. According to Maybee, when he first took over as store manager, he held an initial meeting with the staff that included substantively similar content. (Tr. 150–151, 179–180)

D’Ettore testified that during the meeting, along with reviewing cleanliness standards and routines, they also discussed issues of labor allocation; labor allocation refers to how many employees Respondent allocates to each shift based upon the store’s volume of business. D’Ettore also testified that one of the topics discussed was the issue of closing shifts not dismissing employees as scheduled. D’Ettore worked the closing shift at the time and said that, because the store was always busy, certain tasks which needed to be completed during the earlier shifts would get pushed off to the closing shift which created a logjam. (Tr. 48–51)

¹⁷ I recommend that Complaint paragraph 9(a)(iii) be dismissed. See *Wild Oats Markets, Inc.*, 344 NLRB 717, 717–718 (2005).

Regarding closing shifts, the company standard is that employees are given 30 minutes after the store closes to complete the final closing procedures. And, Maybee testified that he would create the store's work schedule according to this standard. Because three employees worked the closing shift at the Petrovitsky Road store, the extra 30 minutes equaled 1.5 labor hours. Maybee testified that there was also an expectation that if certain Clean, Safe, Ready routines were not finished, that employees needed to stay beyond the scheduled 30 minutes to ensure those critical safety procedures were completed. According to Maybee, he communicated to the shift supervisors his expectation that employees would be able to stay on average an extra 15 minutes beyond the allotted 30 minutes as a cushion when events occurred that prevented them from completing all the required tasks on time. (Tr. 60–61, Tr. 153)

Cadiente testified about the changes Maybee implemented at the Petrovitsky Road store after he became manager. Cadiente believed that Maybee was reducing employee work hours at the store, while holding workers to a higher standard; Cadiente thought Maybee's expectations were unrealistic. (Tr. 92)

b. D'Ettore is disciplined on November 27

On November 27, the day the election petition was filed, D'Ettore received a documented coaching which was signed by Maybee; Holme also signed the document as a witness. This was the first corrective action D'Ettore ever received as a Starbucks employee. The discipline starts by recounting the November 14 shift supervisor meeting and saying that during the meeting Maybee gave direction as to what was "needed to close the gap on Clean, Safe, and Ready, Station Restock, and Customer Support standards," so as to ensure work was completed "using the tools to align closer on labor allocation and scheduled work hours." (GC. 5) The discipline then states that, in the November 14 meeting Maybee "set the expectation that over the course of the next two weeks," Respondent needed to see movement towards "getting partners out on time in the evening while supporting the necessary work," and "would move to accountability" if these standards were not met and employees were being dismissed "past the scheduled time consistently." (GC. 5) The discipline goes on to say that, since the November 14 meeting, D'Ettore "has not been able to get the team out at night within a reasonable time frame on three instances," November 16 (24 minutes past schedule), November 19 (26 minutes past schedule), and November 26 (33 minutes past schedule). (GC. 5; R. 3; J. 1, 2; Tr. 22, 59)

The disciplinary document further states that, due to these scheduled variances, some employees were unable to take a lunch break, including an employee named Rumana who worked 5.05 hours on November 26 without a lunch break. And, it says that on the dates listed, the company's Clean, Safe, Ready standards were not met, as drains were dirty, dishes were left on the counters or floors, surfaces were not wiped down, and garbage was not bagged up. Finally, the discipline says that, on the listed dates, the store was closed without "scheduled station restock" being completed, resulting in the store being closed without an adequate stock for the morning shift. (GC. 5) As for future expectations, the discipline says, "that getting out on time is a priority and the gap for closing needs to be closed in two weeks or approaching standard in a significant way by 12/11," meaning that employees would not stay "later than 15 minutes after scheduled time more than 25% of the closing shifts." The document also says that Maybee and D'Ettore would reconnect in two weeks for further coaching and progress. (GC. 5)

The disciplinary document includes a statement by D'Ettore, who testified that she was given an opportunity to draft a response, and did so using Maybee's laptop. In her statement, D'Ettore wrote, in part, that during the shift supervisor meeting the expectation was that "accountability" would occur if a shift supervisor did not reach out for support, but she had, in fact, texted Maybee setting forth her "roadblocks," but was not given the direct support she requested. And, when she asked Maybee if he still wanted to receive the specific issues she was facing, that Maybee told her they would connect in person because his work/time off balance was important and he had been working many long days. Thus, she was not able to connect for help closing the bottlenecks created by earlier shifts or worker callouts. D'Ettore ended her statement saying that she did not feel as if she was given the tools needed to close the existing bottlenecks in such a short period of time. (GC. 5; R. 3; Tr. 54)

D'Ettore testified that she met with Maybee and Holme in the store's lobby on November 27, and that Maybee presented her with the discipline and started reading from the document. D'Ettore said that during the meeting Maybee told her the "main issue" she was having was "mostly the closes," where "we were getting the team out later than he wanted us to." (Tr. 48) D'Ettore testified that Maybee did not specify his time expectations during the meeting, but he just discussed "general expectation[s] of working on labor allocation and store cleanliness." (Tr. 48) D'Ettore said that Maybee told her they would reconnect in the following weeks to see how closing shifts were going. Regarding the statement she wrote on the discipline, D'Ettore testified that after she wrote her statement, Maybee said that D'Ettore may have missed the point of what was expected to be written in that section of the document. D'Ettore said that after Maybee's comment, she was discouraged to have expressed herself in that way on the discipline as she felt Maybee did not want her "to write this type of statement." (Tr. 58-59) (Tr. 48, 53, 58-59)

When asked what prompted D'Ettore's November 27, discipline, Maybee said that his team knew there would be two weeks where they would practice the skills they had been working on since he took over as store manager and that any shifts that were not meeting those standards, or not understanding the process, needed to elevate their concerns to him. Maybee testified that no shift supervisor approached him with any concerns, and that on November 26, he noticed there were gaps in operational standards for the closing shift. According to Maybee, he had a "discovery conversation" with D'Ettore, in which he found that the procedures and standards were not being followed, "which prevented the work from happening," and ultimately resulted in employees staying later than their scheduled shift, as well as one lunch break violation on November 26. (Tr. 152) "[D]ue to the severity of the lunch break violation," Maybee said that he "deemed it was my responsibility to issue a documented coaching" to D'Ettore. (Tr. 152) (Tr. 151-152)

c. Maybee escalates matters

At some point after the November 27 discipline, Maybee opened a Partner Relations case for D'Ettore. According to Maybee, his intent in doing so "was to ensure that any accountability" would follow Starbucks standards. (Tr. 156) Maybee said that he also wanted insight on how to potentially support D'Ettore and said his actions were "just a realignment" with Partner Relations so that "any coaching or documentation" he delivered was consistent with

Starbucks standards. (Tr. 156) Maybee also said that he elevated the matter to Morgan, saying that he wanted to check with Morgan to find how best he could support D'Ettore because she "was not able to complete the routines that were required for the role." (Tr. 159)

5 d. December follow-up meeting with Maybee

i. D'Ettore's testimony

10 D'Ettore testified that the week of December 17 she had a follow-up meeting with Maybee regarding her performance, which occurred in the store's lobby area. According to D'Ettore, during the meeting Maybee said there had been another closing that was not up to his standards, in that D'Ettore only completed 20% of the required work. D'Ettore testified that she was immediately nervous and responded saying that she was trying to work on the things Maybee had previously mentioned to her. (Tr. 59, 61–62, 66)

15 Using the work schedule as a reference, Maybee told D'Ettore that the workstations had not been properly restocked, there were dishes that needed to be done, and counters were not wiped down completely. D'Ettore replied saying that she was trying to prioritize the items listed in the November 27 discipline, including issues related to time and labor. Because the discipline
20 stated that, going forward, no more than 25% of the closing shifts could stay 15 minutes past the scheduled end time, D'Ettore told Maybee that meeting this standard was her primary priority, while also working on the closing routines and procedures. Maybee responded saying that he was trying to understand what was going on; he then pointed out items on the schedule and started asking D'Ettore if she recalled what happened at various times. (Tr. 62)

25 According to D'Ettore, she outlined the routines they completed during closing but was not getting through to Maybee who kept saying that he was just trying to understand D'Ettore's issues and what was going on at the store. D'Ettore told Maybee that she was doing her best to make the things he wanted happen, and that some of the items raised may have fallen through the
30 cracks. Since she was prioritizing as many things as she could, D'Ettore told Maybee that she would prefer to have a list of items so that she could refer to the list during the workday as she was not able to remember doing each particular item, while still prioritizing some of the other matters. According to D'Ettore, in response to her request for a list, Maybee responded "you weren't able to get the work done because you forgot?" D'Ettore told Maybee, "that wasn't
35 what I was trying to say;" after some back and forth the meeting ended. (Tr. 62–63, 70)

According to D'Ettore, as of the date of this meeting, Maybee had never given her a list of his priorities. Regarding the issues with completing certain cleaning tasks during the closing shift, D'Ettore said that the opening and mid-shifts consistently were unable to complete all of
40 their required cleaning tasks, and it created a snowball effect as the work would be shifted further back in the day; this typically resulted in excess work for the closing shift. (Tr. 63, 78)

ii. Maybee's Testimony

45 Maybee testified that, on a date he could not remember, he asked D'Ettore for an explanation regarding her difficulty in meeting the performance standards and routines he had

outlined. In response, Maybee said that D’Ettore told him that “she forgot to do them.” (Tr. 154) Later in his testimony, Maybee said that during this conversation D’Ettore told him, “that she forgot to follow the procedure[s] because she suffers from short-term memory loss.” (Tr. 158) However, when asked on what exact date D’Ettore told him that she forgot, Maybee
 5 himself forgot, saying that he “may be forgetting the exact date on that one.” (Tr. 155) During this conversation, Maybee said that he asked D’Ettore if she still had notes from the November 14 shift supervisor meeting, and when D’Ettore answered in the affirmative, Maybee told her, “that she was welcome to reference those notes and policies at any point during her shift or any other additional notes she needed.” (Tr. 158) (Tr. 154–158)

10 e. Maybee’s medical accommodation conversation with D’Ettore

D’Ettore testified that she had a discussion Maybee on December 26, which occurred in the back room, near the freezer, in an area she described as being a “cornered area.” (Tr. 66)
 15 Another employee was “off on another side of the back room,” and not involved in the discussion. (Tr. 66) According to D’Ettore, she was pulling food for the following day and Maybee cornered her in the area and said that “he wanted to move forward with a medical accommodation for short-term memory.” (Tr. 66) D’Ettore testified that she was immediately shaken and confused with the request, but that Maybee just continued talking, saying that it
 20 would be the best option for D’Ettore since the only reason she was able to give him for the work not being done was because she forgot. D’Ettore said that she was pretty nervous so she did not respond directly to Maybee’s statement. Instead, D’Ettore just said, “what should I do?” and Maybee told D’Ettore to bring in any relevant medical paperwork for her shift the next day and that they “would get that started.” (Tr. 67) D’Ettore told Maybee that she did not have any
 25 medical paperwork for anything and again asked what Maybee wanted her to do. Maybee told her that “we would just get it going tomorrow,” and then D’Ettore said the conversation ended. (Tr. 67) D’Ettore testified that she worked her shift the next day, as scheduled, but that Maybee did not speak with her or bring up the issue of an accommodation. And, D’Ettore said that Maybee never again raised the issue of a medical accommodation with her. (Tr. 66–67)

30 Maybee testified that he believed his conversation with D’Ettore about a medical accommodation occurred sometime around the first week of December 2023. Specifically, Maybee said that he had a conversation with D’Ettore in the backroom of the store,¹⁸ where he told D’Ettore that he had followed up with Morgan and they wanted to know if D’Ettore would
 35 be interested in filing for a workplace accommodation, because she had told him that she suffered from short-term memory loss which was preventing her from being able to remember to follow the company routines. (Tr. 159–160) Maybee claimed that it was Morgan who recommended asking D’Ettore if she was interested in opening up a workplace accommodation request. According to Maybee, D’Ettore told him that she was not interested in doing so at the
 40 time because she did not have the requisite documentation for from any doctors. When asked whether he recalled telling D’Ettore that she needed to provide him with medical documentation or that she needed to submit an accommodation request, Maybee answered, “[n]o.” (Tr. 160) (Tr. 159–160)

45 ¹⁸ Transcript page 160, line 3 should read “conversation” instead of “competition.”

f. D’Ettore’s post December 2023 employment

D’Ettore stopped working for Starbucks in February 2025, when she quit. Before quitting, D’Ettore was disciplined twice more, once in May 2024, and again in October 2024. The May 2024 discipline involved issues related to closing procedures and routines, while the October 2024 discipline stated that D’Ettore had failed to complete an inventory count on September 26, 2024. Maybee testified that D’Ettore was the only shift supervisor at the store he disciplined for failing to meet standards for performance expectations, that were unrelated to time and attendance. (Tr. 20–21, 161–171; R. 6, 8)

2. Analysis

Since the Complaint’s harassment allegation claims that Respondent took certain actions against D’Ettore because of her union or concerted activities, and/or to discourage employees from engaging in these activities, the Board applies the framework set forth in *Wright Line* 251 NLRB 1083 (1980), *enfd.* 662 F.2d 899 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982), to determine whether a violation has occurred. *National Captioning Institute, Inc.*, 368 NLRB No. 105, slip op. at 6 (2019) (Board applies *Wright Line* to adverse employment actions where motive is in dispute). To sustain a violation, the General Counsel must show: union or protected activity; employer knowledge of that activity; and animus on the part of the employer against the protected conduct. *Id.* If the General Counsel sustains this initial burden, then the burden shifts to the company to show that it would have taken the same action in the absence of the unlawful motive. *Id.* See also *Acumen Cap. Partners, LLC v. NLRB*, 122 F.4th 998, 1003 (D.C. Cir. 2024). Also, a “finding of unlawful retaliation . . . requires a predicate determination that the employer took an adverse action. Adverse acts are those that reduce a worker’s prospects for employment or continued employment, or worsen some legally cognizable term or condition of employment.” *Bellagio, LLC v. NLRB*, 854 F.3d 703, 709 (D.C. Cir. 2017) (citing *Northeast Iowa Telephone Co.*, 346 NLRB 465, 476 (2006)) See also *David Saxe Productions, LLC*, 370 NLRB No. 103, slip op. at 23 (2021).

In its brief, regarding this allegation, the General Counsel asserts “Respondent violated §§ 8(a)(1) and (3) of the Act by harassing D’Ettore about the time it took her to do her job,” and points to: (1) the fact D’Ettore was disciplined on the day the representation was filed; (2) after the discipline “Maybee ramped up supervision of D’Ettore, meeting with her several times . . . [and] repeatedly questioning why she was working late;” and (3) despite her request for a list of tasks to prioritize, Maybee accused her of having a short term memory problem. (GC. Br. at 25) However, D’Ettore’s November 27, discipline cannot be used to support a violation, as it was never alleged in the Complaint. Nor was the legality of the November 27, discipline fully litigated during the hearing.

Despite the suspicious timing of the November 27, discipline—having been issued on the day the unionization petition was filed and two days after D’Ettore helped deliver the unionization letter to Maybee—the Complaint does not allege the discipline to be a violation of the Act. Instead, the Complaint’s harassment allegation says that Respondent violated Section 8(a)(1) and 8(a)(3) of the Act “during the week of December 17, 2023,” by subjecting D’Ettore “to harassment concerning the time it took to perform her job duties.” (GC. 1(m)) During the

hearing, the cryptic nature of the harassment allegation was brought to the General Counsel’s attention, and when asked about the government’s position regarding the specific conduct that constituted “harassment,” the General Counsel answered by saying that it involved Maybee cornering D’Ettore and saying she needed to provide paperwork to establish a medical accommodation. (Tr. 13) Later, when Respondent objected to questions posed to D’Ettore about the November 27 discipline, because the discipline was not alleged in the Complaint, the General Counsel stated that the questioning was relevant because she was “painting a picture of what’s going on” and building to the follow-up conversation regarding the alleged harassment. (Tr. 54–55) And, when the General Counsel amended the Complaint regarding the harassment allegation, just before Respondent began its defense, the government amended the date range to read from “December 15th through December 31st of 2023.” (Tr. 119) D’Ettore’s discipline occurred on November 27. As such, I find that the issue of the legality of D’Ettore’s November 27 discipline was neither alleged in the Complaint nor fully litigated as Respondent was never put on notice that the legality of the discipline was at issue. *Albertson’s, Inc.*, 243 NLRB 362, 362 (1979) (Where the respondent “was never put on notice with respect to any violation of this nature . . . the matter was not fully litigated.”).

For substantially the same reasons set forth in the other sections of this decision, including the demeanor of the witnesses and the specificity of D’Ettore’s testimony, I credit D’Ettore over Maybee as to what was said in the follow-up meeting the week of December 17, and during Maybee’s discussion with D’Ettore involving the issue of a medical accommodation on December 26. Therefore, the credited evidence shows that, at the end of the follow-up meeting, after D’Ettore said that she would prefer a list of priorities that she could refer to during the workday, as she was not able to remember every particular item they had previously covered, Maybee responded saying “you weren’t able to get the work done because you forgot?” D’Ettore replied saying, “that wasn’t what I was trying to say.” (Tr. 63) Then, on December 26, D’Ettore was working in the back room near the freezer in a cornered area pulling food for the next day, when she had a discussion with Maybee; only the two of them were involved in the conversation. Maybee came up to D’Ettore, who felt cornered; Maybee said that he “wanted to move forward with a medical accommodation for short term memory,” and said this was the best option for D’Ettore since the only reason she was able to give for being unable to complete the required work was that she forgot. D’Ettore, who was nervous, replied saying “what should I do,” and Maybee asked her to bring in any relevant medical paperwork when she came in for her shift the next day, saying “we would get that started.” (Tr. 67) D’Ettore said that she did not have any medical paperwork for that issue, or for anything else, and again asked Maybee what he wanted her to do. Maybee then said that “we would just get it going tomorrow.” (Tr. 67) D’Ettore worked the next day as scheduled, but Maybee did not speak with her, and he never again raised the issue of a medical accommodation.

Regarding the General Counsel’s claim that a violation occurred because Respondent “accused [D’Ettore] of having a short-term memory problem,” in its brief the government has cited no NLRB cases supporting a finding that Maybee’s statements to D’Ettore constitute a violation, and my research has found none. While D’Ettore may have been offended by Maybee’s insinuation that she had a short-term memory issue and needed a medical accommodation, I find that the credited facts do not show that this statement constitutes an adverse employment action as it did not worsen D’Ettore’s prospect for continued employment,

or worsen some legally cognizable term or condition of employment. *Bellagio, LLC*, 854 F.3d at 710 (no violation where the employee was not subject to any adverse action).

Finally, regarding the General Counsel’s assertion that after the November 27 discipline, “Maybee ramped up supervision of D’Ettore, meeting with her several times . . . [and] repeatedly questioning why she was working late,” D’Ettore testified to only one conversations with Maybee between December 15 and December 31, the dates set forth in the Complaint amendment, where Maybee questioned her about why she was working late.¹⁹ This was the disciplinary follow-up meeting that occurred the week of December 17. However, this meeting was envisioned in the November 27 discipline, as the document stated that Maybee and D’Ettore would reconnect in two weeks to work on further coaching and progress.

Because the discipline was lawfully issued and specifically provided for a “reconnect in two weeks,” the December 17 follow-up meeting would have occurred regardless of D’Ettore’s union activities. Therefore, even assuming that the General Counsel has met her initial *Wright Line* burden regarding the December 17 meeting,²⁰ Respondent has shown that the meeting would have taken place to discuss D’Ettore’s perceived job deficiencies in the absence of any unlawful motive. Accordingly, I find that the General Counsel has not shown that Respondent violated Section 8(a)(1) and (3) of the Act by harassing D’Ettore concerning the time it took to perform her job duties as alleged in the Complaint. Therefore, I recommend that Complaint paragraph 10 be dismissed.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Workers United Labor Union International, affiliated with the Service Employees International Union, is a labor organization within the meaning of Section 2(5) of the Act.

3. By coercively interrogating employees about their union activities and the union activities of their coworkers, Respondent violated Section 8(a)(1) of the Act.

4. By soliciting employee grievances and impliedly promising to remedy them in order to discourage employees from unionizing, Respondent violated Section 8(a)(1) of the Act.

5. By discriminatorily enforcing the company dress code against employees wearing union pins or buttons, Respondent violated Section 8(a)(1) of the Act.

¹⁹ Other than the December 17 and December 26 meetings analyzed above, the record contains no other evidence of meetings or supervision of D’Ettore during the relevant date range.

²⁰ The General Counsel has shown that D’Ettore was engaged in union activities, that Respondent knew about these activities, along with the requisite anti-union animus. *Lucky Cab Co.*, 360 NLRB 271, 274 (2014) (concurrent 8(a)(1) violations demonstrate animus). And, the Board will find an adverse action where an employee is subjected to closer supervision based upon their union activities. *David Saxe Productions, LLC*, 370 NLRB No. 103, slip op. at 48 (2021).

6. By threatening employees with decreased management assistance at work if they voted to unionize, Respondent violated Section 8(a)(1) of the Act.

7. By threatening employees that it might be difficult or impossible for them to borrow to other stores in order to pick up extra shifts if they voted to unionize, Respondent violated Section 8(a)(1) of the Act.

8. By threatening employees that it might withhold improved benefits or working conditions during a lengthy contract bargaining period if they voted to unionize, Respondent violated Section 8(a)(1) of the Act.

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

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative actions, as further set forth in the Order below, designed to effectuate the policies of the Act. The Respondent shall be required to post/distribute the attached notice in English in accordance with *J. Picini Flooring*, 356 NLRB 11 (2010) and *Durham School Services*, 360 NLRB 694 (2014).

In the Complaint the General Counsel seeks a notice reading and the posting of an explanation of right as additional remedies. However, in its brief the General Counsel presents no specific arguments supporting these requests. Based upon the record in this matter, I do not believe that these additional remedies are warranted.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended²¹

ORDER

Respondent Starbucks Corporation, its officers, agents, successors, and assigns, shall:

1. Cease and desist from

- (a) Coercively interrogating employees about their union activities or the union activities of their coworkers.
- (b) Soliciting employee grievances and impliedly promising to remedy them in order to discourage employees from selecting union representation.
- (c) Discriminatorily enforcing its dress code against employees wearing union pins or buttons.

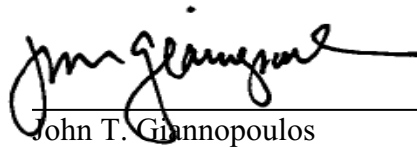
²¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

- (d) Threatening employees with decreased management assistance if they voted to unionize.
- (e) Threatening employees that it will be difficult or impossible to borrow to other stores in order to pick up extra shifts if they voted to unionize.
- (f) Threatening employees that it might withhold improved benefits or working conditions during a lengthy contract bargaining if they voted to unionize.

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

- (a) Within 14 days after service by the Region, post at its Petrovitsky Road store, located at 14210 SE Petrovitsky Rd, Renton, WA, 98058, copies of the attached notice marked "Appendix."²² Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, text message, 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 the Petrovitsky Road store at any time since March 13, 2023.
- (b) Within 21 days after service by the Region, file with the Regional Director for Region 19 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 24, 2026



John T. Giannopoulos
Administrative Law Judge

²² 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 a representative 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 coercively question employees about their union activities or the union activities of their coworkers.

WE WILL NOT solicit grievances from employees and impliedly promise to remedy them to discourage workers from voting to unionize.

WE WILL NOT discriminatorily enforce our dress code against employees wearing union pins or buttons.

WE WILL NOT threaten to withhold management assistance if employees vote to unionize.

WE WILL NOT threaten to make borrowing to other stores in order to pick up extra shifts difficult or impossible if employees vote to unionize.

WE WILL NOT threaten to withhold improvements in benefits or working conditions from employees if they vote to unionize.

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

Starbucks Corporation

 (Employer)

Dated _____

By _____

 (Representative)

 (Title)

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

915 2nd Avenue, Room 2948; Seattle WA 98714-1078
(206) 220-6300, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/19-CA-332361 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



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

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (206) 220-6300.