SKBAR, LLC d/b/a Smoothie King *and* Luke David Blevins. Case 10–CA–367860

August 25, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

The General Counsel seeks a default judgment in this case on the ground that SKBAR, LLC d/b/a Smoothie King (the Respondent) has failed to file an answer to the complaint. Upon a charge and amended charges filed by Luke David Blevins (the Charging Party) on June 23, 2025, December 5, 2025, February 13, 2026, and March 2, 2026, the General Counsel issued a complaint and notice of hearing on May 21, 2026,[1] against the Respondent, alleging that it has violated Section 8(a)(1) of the Act. Although properly served copies of the charge, amended charges, and complaint, the Respondent failed to file an answer.

On July 9, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On July 14, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent did not file a response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively states that unless an answer is received on or before June 4, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated June 9, advised the Respondent that unless an answer was received by June 17, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

It appears that the Respondent is not represented by counsel in this proceeding. Although the Board has shown some leniency toward respondents who proceed without the benefit of counsel, the Board has consistently held that pro se status alone does not establish a good cause explanation for failing to file an answer. See, e.g., *Patrician Assisted Living Facility*, 339 NLRB 1153, 1153 (2003); *Sage Professional Painting Co.*, 338 NLRB 1068, 1068 (2003). Here, the Respondent has not filed an answer or offered a good cause explanation for its failure to do so, despite being reminded that its answer was due.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a limited liability company with an office and place of business located at 357 Brampton Avenue, Statesboro, Georgia, and has been engaged in the retail operation of offering smoothie beverages.

Annually, in conducting its business operations described above, the Respondent derives gross revenues in excess of $500,000 and purchases and receives at its Statesboro, Georgia store products, goods, and materials valued in excess of $5000 directly from points outside the State of Georgia.

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

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Brittany Hughes	Store Manager
Kaylyn Kneen	Shift Lead
Tammy Worman	General Manager

2. Since at least about May 21, 2025, the Respondent has maintained a rule prohibiting employees from discussing pay with coworkers.

3. About May 21, 2025, the Respondent, by Kaylen Kneen, during a meeting with employees at the Respondent's store, told employees that the Respondent maintained a rule prohibiting employees from discussing pay with coworkers.

4. About June 22, 2025, the Respondent, by Tammy Worman, during a store-wide group meeting at the Respondent's store:

[1] Unless otherwise specified, all dates are 2026.

(a) Threatened employees with discharge because they asked questions about pay rates and tip distribution.

(b) Threatened employees with removal from the meeting because they asked questions about pay rates and tip distribution.

(c) Told employees they were prohibited from discussing pay.

5.(a) About June 22, 2025, the Respondent's employee Luke David Blevins, during a store-wide group meeting, engaged in concerted activities with other employees for the purpose of mutual aid and protection, by raising concerns and asking questions about pay rates, tip distribution, and other working conditions.

(b) About June 22, 2025, the Respondent discharged Luke David Blevins.

(c) The Respondent engaged in the conduct described above in paragraph 5(b), because Luke David Blevins engaged in the conduct described above in paragraph 5(a), and to discourage employees from engaging in these or other concerted activities.

Conclusion of Law

By the conduct described above in paragraphs 2, 3, 4, 5(b), and 5(c), the Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act. The unfair labor practices of the Respondent described above 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, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(1) by discharging employee Luke David Blevins for engaging in protected concerted activity, we shall order the Respondent to offer him full reinstatement to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed. We shall also order the Respondent to make Blevins whole, with interest, for any loss of earnings and other benefits suffered as a result of his unlawful discharge. Backpay shall be computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

In accordance with our decision in *Thryv, Inc.*, 372 NLRB No. 22 (2022), vacated in part on other grounds 102 F.4th 727 (5th Cir. 2024), the Respondent shall also compensate Blevins for any other direct or foreseeable pecuniary harms incurred as a result of his unlawful discharge, including reasonable search-for-work and interim employment expenses, if any, regardless of whether these expenses exceed interim earnings.[2] Compensation for these harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horzons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

Further, we shall order the Respondent to compensate Blevins for the adverse tax consequences, if any, of receiving a lump-sum backpay award and to file a report with the Regional Director for Region 10 allocating the backpay award to the appropriate calendar year(s). *AdvoServ of New Jersey, Inc*., 363 NLRB 1324 (2016). In addition to the backpay allocation report, we shall order the Respondent to file with the Regional Director for Region 10 a copy of Blevins's corresponding W-2 form(s) reflecting the backpay award. *Cascade Containerboard Packaging –Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021).

The Respondent shall also be required to remove from its files any references to the unlawful discharge of Blevins and to notify him in writing that this has been done and that the discharge will not be used against him in any way.

We shall also order the Respondent to rescind the rule prohibiting employees from discussing pay with coworkers and to notify employees in writing that it has done so.

ORDER

The National Labor Relations Board orders that the Respondent, SKBAR, LLC d/b/a Smoothie King, Statesboro, Georgia, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Discharging employees for engaging in protected concerted activities, such as raising concerns and asking questions about pay rates, tip distribution, and other working conditions.

(b) Maintaining a rule prohibiting employees from discussing pay with coworkers.

(c) Telling employees that the Respondent maintains a rule prohibiting employees from discussing pay with coworkers.

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[2] As stated in *Performance Plumbing, LLC*, 374 NLRB No. 48, slip op. at 2 fn. 2 (2026), and *Lodi Volunteer Ambulance Rescue Squad, Inc.*, 374 NLRB No. 26, slip op. at 3 fn. 3 (2026), Chairman Murphy and Member Mayer find no need at this time to express an opinion whether the novel remedies announced by the Board majority in *Thryv* are permissible under the Act. They would be open to reconsideration of that precedent in a future proceeding, but in the absence of a three-member majority to overrule it at this time, they agree to apply *Thryv*.

(c) Threatening employees with discharge because they asked questions about pay rates and tip distribution.

(d) Threatening to remove employees from meetings because they asked questions about pay rates and tip distribution.

(e) Telling employees that they are prohibited from discussing pay.

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

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

(a) Within 14 days from the date of this Order, offer Luke David Blevins full reinstatement to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

(b) Make Luke David Blevins whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of his unlawful discharge, in the manner set forth in the remedy section of this decision.

(c) Compensate Luke David Blevins for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 10, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

(d) File with the Regional Director for Region 10, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Luke David Blevins's corresponding W-2 form(s) reflecting the backpay award.

(e) Within 14 days from the date of this Order, remove from its files any references to the unlawful discharge of Luke David Blevins, and within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

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

(g) Rescind the rule prohibiting employees from discussing pay with coworkers implemented on about May 21, 2025.

(h) Notify its employees, in writing, of the recission of the rule prohibiting employees from discussing pay with coworkers.

(i) Within 14 days after service by the Region, post at its Statesboro, Georgia facility copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 10, 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, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since May 21, 2025.

(j) Within 21 days after service by the Region, file with the Regional Director for Region 10 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. August 25, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

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

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT discharge you because you engage in protected concerted activities, such as by raising concerns and asking questions about pay rates, tip distribution, and other working conditions.

WE WILL NOT maintain a rule prohibiting you from discussing pay with coworkers.

WE WILL NOT tell you that we maintain a rule prohibiting you from discussing pay with coworkers.

WE WILL NOT threaten to discharge you for asking questions about pay rates and tip distribution.

WE WILL NOT threaten to remove you from meetings because you asked questions about pay rates and tip distribution.

WE WILL NOT tell you that you are prohibited from discussing pay.

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

WE WILL, within 14 days from the date of the Board's Order, offer Luke David Blevins full reinstatement to his former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make Luke David Blevins whole for any loss of earnings and other benefits resulting from his unlawful discharge, less any net interim earnings, plus interest, and WE WILL also make Luke David Blevins whole for any other direct or foreseeable pecuniary harms suffered as a result of his unlawful discharge, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Luke David Blevins for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 10, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL file with the Regional Director for Region 10, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Luke David Blevins's corresponding W-2 form(s) reflecting the backpay award.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any references to our unlawful discharge of Luke David Blevins and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

WE WILL rescind our rule prohibiting you from discussing pay with your coworkers.

WE WILL notify you, in writing, of the recission of our rule prohibiting you from discussing pay with your coworkers.

SKBAR, LLC D/B/A SMOOTHIE KING

The Board's decision can be found at www.nlrb.gov/case/ 10-CA-367860 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.