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Country Cupboard of Barnwell, LLC and Sheryl Navarro. Case 10–CA–37051

September 30, 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 Country Cupboard of Barnwell, LLC (the Respondent) has failed to file an answer to the complaint. Upon a charge filed by Sheryl Navarro (the Charging Party or Navarro) on July 31, 2025, the General Counsel issued a complaint and notice of hearing on July 27, 2026¹ against the Respondent, alleging that it has violated Section 8(a)(1) of the Act. Although properly served copies of the charge and complaint, the Respondent failed to file an answer.

On September 2, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On September 4, 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.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

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 August 10, 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 August 24, advised the Respondent that unless an answer was received by August 31, 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 in Barnwell, South Carolina, operating a restaurant selling food and beverages.

In conducting its operations during the fiscal year ending December 31, 2025, the Respondent derived gross revenues in excess of \$500,000, and purchased and received at its Barnwell, South Carolina facility, goods valued in excess of \$5000, directly from points outside the State of South Carolina.

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:

Paul “PJ” Zook	Owner
Lydia Zook	Co-Owner
Scott Williams	General Manager
Sami Harris	Deli Manager

2. From about March 21, 2025, until her discharge on July 21, 2025, the Respondent’s employee Navarro engaged in protected concerted activities with other employees for the purposes of mutual aid and protection, by discussing wages, hours, and other working conditions.

3. About July 21, 2025, the Respondent, by Owner PJ Zook, at the Respondent’s facility, told employees that it was discharging them because they discussed wages with other employees.

¹ Unless otherwise specified, all dates are 2026.

4. About July 21, 2025, the Respondent discharged Navarro.

5. The Respondent engaged in the conduct described above in paragraph 4, because Navarro engaged in the concerted activities described in paragraph 2, and to discourage employees from engaging in these or other concerted activities.

CONCLUSION OF LAW

By the conduct described above in paragraphs 3, 4, and 5, 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 Sheryl Navarro for engaging in protected concerted activity, we shall order the Respondent to offer her full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed. We shall also order the Respondent to make Navarro whole, with interest, for any loss of earnings and other benefits suffered as a result of her 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 Navarro for any other direct or foreseeable pecuniary harms incurred as a result of her 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 Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

² As fully explained in *Leo Marine Services, Inc.*, 375 NLRB No. 35, slip op. at 5 fn. 17 (2026), Chairman Murphy and Member Mayer agree to apply *Thryv* in this case for institutional reasons. Member Prouty continues to believe that *Thryv* was correctly decided, is well within the

Further, we shall order the Respondent to compensate Navarro 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 Navarro'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 Navarro and to notify her in writing that this has been done and that the discharge will not be used against her in any way.

ORDER

The National Labor Relations Board orders that the Respondent, Country Cupboard of Barnwell, LLC, Barnwell, South Carolina, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Telling employees that it is discharging them because they discussed wages with other employees.

(b) Discharging employees for engaging in protected concerted activities, such as by discussing wages, hours, and other working conditions with other employees.

(c) 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 Sheryl Navarro full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

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

(c) Compensate Sheryl Navarro 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,

Board's remedial authority, and is necessary to satisfy the Board's statutory obligation to provide meaningful make-whole relief. See *Leo Marine*, supra at fn. 17.

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 Sheryl Navarro'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 Sheryl Navarro, and within 3 days thereafter, notify her in writing that this has been done and that the discharge will not be used against her 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) Within 14 days after service by the Region, post at its Barnwell, South Carolina 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 July 21, 2025.

(h) 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. September 30, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT tell you that we are discharging you for discussing wages with other employees.

WE WILL NOT discharge you because you engage in protected concerted activities, such as by discussing wages, hours, and other working conditions with other employees.

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

WE WILL, within 14 days from the date of the Board's Order, offer Sheryl Navarro full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to her

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

seniority or any other rights or privileges previously enjoyed.

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

WE WILL compensate Sheryl Navarro 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 Sheryl Navarro'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 Sheryl Navarro and WE WILL, within 3 days thereafter, notify her in writing that this has been done and that the discharge will not be used against her in any way.

COUNTRY CUPBOARD OF BARNWELL, LLC

The Board's decision can be found at [www.nlr.gov/case/ 10-CA-370518](http://www.nlr.gov/case/10-CA-370518) 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.

