

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

THE BOOK RESCUERS INC.

And

Case No. 12-CA-360500

CHARLEE HOWARD,
An Individual

Steven Barclay, Esq., for the General Counsel.
Meredith Gaunce and Molly Buie, Esqs., (*Gaunce Law PLLC*
St. Petersburg, Florida) for the Respondent.

DECISION

STATEMENT OF THE CASE/FINDINGS OF FACT¹

Arthur J. Amchan, Administrative Law Judge. This case was tried in Tampa, Florida on July 29 and 30, 2026. Charlee Howard filed the Charge in this matter on February 18, 2025. The General Counsel issued the complaint on March 26, 2026.

Respondent operates a used bookstore in Largo, Florida. During the 12 months prior to June 30, 2025, it derived gross revenues in excess of \$500,000 and purchased and received at its Largo facility goods, materials and supplies valued in excess of \$5,000 directly from points outside of Florida. Respondent is an employer engaged in commerce within the meaning of Section 2 of the Act. Respondent's store is owned and operated by George M. Brooks, IV and his wife Sarah Stewart (aka Sarah Stewart Brooks).

The Charging Party, Charlee Howard, began working for Respondent in 2022, when the business started. At the time she was Respondent's only employee apart from the owners. By February 2025, when Respondent terminated Ms. Howard, it had several other employees. During Howard's tenure Respondent raised her salary several times and designated her as a manager of other employees.

¹ I have read the briefs of the General Counsel and Respondent.

The court reporting service submitted a revised version of day 1 of the transcript.

The following are notable errors in the transcript.

Tr. 144 lines 11 and 12 switch attribution of statements made by this judge and Mr. Barclay.

Tr. 149 line 10 should read: I don't want you guessing.

The General Counsel alleges that Respondent violated Section 8(a)(1) of the Act by terminating Howard's employment because she engaged in protected concerted activities by discussing wage rates and other terms and conditions of employment with coworkers on or about dates in December 2024, January 2025 and February 2025.² Respondent contends it terminated Howard because she accessed another employee's wage information without authorization on George Brooks' computer.

In January 2025, coworker Logan Davis told Howard that he was making \$15 an hour. She told him her wage rate was the same. Howard later discovered that her wage rate had been raised to \$16 an hour. On January 10, 2025, Howard thanked George Brooks for the raise, G.C. Exh. 5. Howard testified that she discussed working conditions at Respondent with Logan Davis, Debra Lankford and Danny (last name unknown).³

Howard testified that Debra Lankford complained about not having sufficient direction or policies from Respondent.⁴ She testified that Logan Davis made similar complaints and also complained that money was not being kept in a secure location. Davis complained about the presence of marijuana paraphernalia at the facility. Howard testified that she shared these concerns with George Brooks on about January 16 or 17, 2025. After this conversation Respondent immediately put a lock on the cabinet that contained cash.

According to Howard, coworker Emily Butrick⁵ told her that Danny had taken money which he thought was his tip.

Howard testified to the following conversations with coworkers in February 2025. She told Logan Davis that her wage rate had increased to \$16 per hour. Davis told Howard that Emily Butrick was making \$16 per hour also. Howard approached Emily Butrick the next day. Howard told Butrick that she heard she was making as much as Howard. Howard testified that Butrick nodded affirmatively. Then they agreed that wasn't fair and that Howard would talk to Sarah Stewart about this.

Emily Butrick did not complain to Howard about her wages, Tr. 61.

Respondent contends that Howard accessed Butrick's compensation records on George Brooks' computer without authorization. Howard denies this. Brooks' computer was out in the open and was properly used by Howard to produce price stickers for the books Respondent was selling.

Howard testified that she met with Sarah Stewart on Friday, February 14. Stewart testified that the conversation took place on either February 11 or 12. Ms. Stewart remarked that

² Amendment to complaint, July 28, 2026. I conclude there is no evidence that supports a finding that Respondent terminated Howard for any reason other than her February 2025 discussion with Emily Butrick about Butrick's wages.

³ Respondent terminated Danny's employment prior to February 17, 2025.

⁴ Lankford testified that Howard never talked to her about compensation or Lankford's compensation. She did not contradict Howard's testimony that she complained to Howard about other issues.

⁵ Emily's last name may be spelled Buttrick, Tr. 140. However, Respondent's payroll summary, G.C. Exh. 7 spells her name with 1 t.

Howard seemed miserable. Howard confirmed that and mentioned that she had learned from Davis and Butrick that Butrick's wage rate was the same as Howard's. Howard was raising a concern about her own wages, not any other employee's wages, Tr. 62.⁶ It appears that Emily Butrick's wage rate was not the same as Howard's. Howard and Debra Lankford made \$16 an hour, Butrick's wage rate was \$15 per hour, G.C. Exh. 7. Howard said Stewart responded that she would speak to her husband and that Stewart did not think Butrick and Howard should have the same wage rate.

On Monday, February 17, Howard met with George Brooks and Sarah Stewart. According to Howard, Stewart told her that she was wrong about Butrick's wage rate, that Butrick was being paid back pay (for overtime hours according to Brooks). Stewart told her, according to Howard, that she was being terminated for snooping, i.e., for talking to employees about what they made and going behind the backs of Brooks and Stewart. Howard denied that either Brooks or Stewart said anything to her about improperly accessing company information at this meeting, Tr. 69-70. She also testified that neither said she was being terminated for unauthorized access to company records.

General Counsel Exhibit 5, texts between Howard and Logan Davis on the morning of February 17 are consistent with Howard's trial testimony. Howard told Davis that she was told that she was fired for going behind the backs of the owners and asking everyone else what they were making. This consistency enhances Howard's credibility.

Sometime between February 17 and April 8, 2025, Sarah Stewart wrote an account of her meeting with Howard, G.C. Exh. 4.⁷ In that statement she stated:

She (Howard) told me that her husband and a friend had been in her head and made her think that we don't value her, so she decided to snoop and look through our computer at confidential emails & banking accounts. She apologized because she knew it was wrong & proceeded to tell me that she saw another employee's payroll payment & that her and the employee got paid roughly the same. **She also stated that she chose not to approach us and instead went around to every employee asking how much they make & telling them that she must be worthless to us....** (emphasis added by this judge)

I hugged her and did my best to reassure her that no one was making the same or more than her.⁸ I asked her why she wouldn't have just come to me. I told her I would get with George, take a look at payroll and revisit this conversation with her.

We mulled over what to do over the weekend.... She took it upon herself to gain Unauthorized Access to Confidential Company Information & Financial Records.

⁶ Howard testified that she mentioned Davis and Butrick's wage rates but did not tell Stewart that either was dissatisfied with their wages, Tr. 62-63.

⁷ This was submitted to the General Counsel as Respondent's position statement on April 8, 2025, G.C. Exh. 4.

⁸ This appears to be inaccurate with regard to Debra Lankford.

So Monday the 17th we arrived at work prior to opening...and sat her down in the office. We told her we were letting her go for unauthorized Access to Confidential Company Information & Financial Records...

5 G.C. Exh. 4A.

There is no contemporaneous corroboration of this account. Respondent did not give Howard a termination letter or contemporaneous document about what occurred at the meeting, Tr. 129-130.

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George Brooks' testimony is not consistent with Ms. Stewart's written account. He testified that he concluded that Howard accessed company financial records because there was no other way she would have known what Emily Butrick was earning. He did not initially testify he found this out because his wife told him that Howard confessed to unauthorized access to these records, Tr. 92. Later he mentioned Howard's "admission to my wife," Tr. 93. I credit neither Brooks nor Stewart.

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Another reason I do not credit Brooks or Stewart is that if Howard looked at company records, she would have known that Butrick's wage rate was lower than hers and that Butrick worked more hours, G.C. Exh. 7.

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Brooks and Emily Butrick both testified that Butrick told Respondent about her conversations with Howard only after Respondent terminated Howard.⁹ I credit Howard's testimony that she told Stewart prior to her termination that her information about Butrick's wage rate came from Davis and Butrick. Stewart's statement, G.C. Exh. 4A, confirms that Howard mentioned asking other employees what they earned when she met with Stewart the week before her termination (see sentence I have put in bold).¹⁰

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Sarah Stewart's testimony also varies a bit from her written statement. Respondent's counsel asked Stewart, "do you know what exactly on the computer Ms. Howard accessed in order to— (I assume to discern Butrick's wages)."

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Stewart answered:

Didn't tell me anything specific, but I mean, I'm logical I can only think of one of two things. It was either our Bank of America banking that you looked into, or it was an email that had some kind of maybe paystub that showed a bottom line, not an employee—a like, per rate hour because if you saw a per rate hour, you would know you were the highest paid employee.

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⁹ There is no evidence that other employees were told that Howard was terminated for unauthorized access of their wage information on Respondent's computer. Although this may be relevant, it is not clear that anyone else had the same access to Mr. Brooks' computer as Howard. It is also possible that after Brooks took additional security measures there was no need to mention this to other employees.

¹⁰ Butrick testified that she told either Brooks and/or Stewart about her conversations with Howard concerning her wages but could not recall if she discussed this with them before or after Howard was terminated, Tr. 148-49.

Tr. 119.

I find this testimony, indicating a need for deductive reasoning, inconsistent with the proposition that Howard confessed. It also indicates that if Howard had looked at confidential financial records, she would have known that Buttrick's wage rate was lower than hers. Inconsistent or shifting reasons for a Respondent's actions often indicates that the stated reasons for the employer's actions are pretextual, *Trader Horn of New Jersey, Inc.*, 316 NLRB 194, 199 (1995); *Zurn Industries*, 255 NLRB 632, 634-635 (1981) enfd. 680 F.2d 683 (9th Cir. 1982).

I find that Respondent terminated Charlee Howard for talking to other employees about their wages to support her contention that she was underpaid.¹¹ If this constituted protected concerted activity, I would find her termination violated the Act. However, I find, to the contrary, that Howard's activities were not concerted.

Applicable Board Law on Protected Concerted Activity

Section 7 provides that, "employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection ... (Emphasis added)."

In *Myers Industries (Myers I)*, 268 NLRB 493 (1984), and in *Myers Industries (Myers II)* 281 NLRB 882 (1986), the Board held that "concerted activities" protected by Section 7 are those "engaged in with or on the authority of other employees, and not solely by and on behalf of the employee himself." However, the activities of a single employee in enlisting the support of fellow employees in mutual aid and protection are as much concerted activity as are ordinary group activities. On the other hand, as Judge Bernard Ries noted in *Lutheran Social Services of Minnesota*, 250 NLRB 35 (1980) at 41: "The statute protects protests in which there inheres action or the possibility of action."

In order to establish a violation of Section 8(a)(3) and/or (1), the Board generally requires the General Counsel to make an initial showing sufficient to support an inference that the alleged discriminatee's protected conduct was a 'motivating factor' in the employer's decision. Then the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of protected conduct, *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 889 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393, 399-403 (1983); *American Gardens Management Co.*, 338 NLRB 644 (2002); *General Motors*, 369 NLRB No. 127 (2022).

This burden normally requires that the General Counsel establish that the discriminatee engaged in protected concerted activity, that the Respondent was aware of the activity and its concerted nature, that Respondent bore animus towards the discriminatee as a result of this

¹¹ There is no evidence that any discussions Howard had with other employees about other issues played any role in Respondent's decision to terminate her. The evidence about these discussions is totally irrelevant to the disposition of this case.

awareness and was motivated by this animus in discharging or otherwise discriminating against the employee.

I dismiss this complaint item because the General Counsel has not established that Howard's conversations with other employees about wages constituted protected concerted activity. Howard was not making common cause with Davis or Butrick. At trial, Howard admitted her concerns were only about her own compensation. Howard did not suggest any collective action to improve wages or working conditions at Respondent. There isn't any suggestion in this record that Howard was contemplating group action to change working conditions at Book Rescuers.

Cases in which the Board has opined that discussions about wages are "inherently concerted" and thus protected are distinguishable from the instant case. In *Component Bar Products, Inc.*, 364 NLRB 1901 (2016) and *Hoodview Vending Co.*, 362 NLRB 690 (2015) at least one employee was making or trying to make common cause with another.¹² In *Automatic Screw Products*, 306 NLRB 1073 (1992) an employee was terminated for violating a rule against discussing wages that was applicable to all the employer's employees. The language of Section 7 does not generally support finding a violation of the Act when an employee discusses wages and working conditions that are of concern only to that employee, e.g., "It is not fair that you are being paid as much as I am being paid."

One exception to the general rule would be when a single employee is attempting to enlist the support of others in taking action to improve wages, hours or working conditions generally, something Charlee Howard was not doing when she spoke to other employees.¹³ Another exception, also not present in this case, would be when an employer disciplines or discharges an employee in order to prevent the employee from engaging in protected activity (a preemptive strike), *Parexel International, LLC*, 356 NLRB 516, 519 (2011).

¹² In *Component Bar Products*, the discriminatee called another employee to warn him that his job was in jeopardy. In *Hoodview Vending*, the discriminatee talked to another employee about a possible termination. This is also true in *Whitehawk Worldwide*, 371 NLRB No. 122 (2022) at 17. In that case the Respondent Employer did not file exceptions to the Judge's conclusion that the Respondent violated the Act in discharging the employee in question. *Alternative Energy Applications*, 361 NLRB No. 139 (2014) is also distinguishable. The company president testified that an employee other than the discriminatee had told him that the discriminatee had complained that wages were too low. The transcript of this case 12-CA-72037 at 55 and 156 establishes that Alternative Energy was aware of the concerted nature of that discriminatee's complaints.

¹³ This was the situation in *Belle of Sioux City, L.P.*, 333 NLRB 98, 101-106 (2001) which is cited by the General Counsel. The Board found that the Employer, a river boat casino, violated Section 8(a)(1) in statements made to dealer Deborah Marshall. Marshall complained to the casino manager about being sent home on Labor Day after reporting to work. Judge Pannier explained it was the casino manager's reaction to Marshall's statement that she spoke to other employees, and everyone agreed with her that made the manager's statements violative. Marshall's complaint became a matter of common concern. The casino manager perceived Marshall's complaint as group sponsored.

Respondent did not terminate Howard because it had a mistaken belief that she engaged in protected concerted activity.

An employer who discharges an employee in the mistaken belief that the employee engaged in union or protected concerted activity violates the Act, *U.S. Service Industries, Inc.*, 314 NLRB 30, 31 (1994) enfd. mem. 80 F.3d 558 (D.C. Cir. 1996). In this case, Respondent knew that Charlee Howard discussed wages with other employees. However, the record does not establish that when Respondent terminated Howard it believed she had talked to other employees with a concern for anyone's wages but her own. Thus, I do not find that Respondent violated the Act by terminating Howard because it had an honest but mistaken belief that she engaged in protected concerted activity.

Complaint paragraph 5 (interrogation and other alleged coercive statements by Sarah Stewart on February 17, 2025).

Paragraph 5 of the complaint alleges that on February 17, 2025, Respondent, by Sarah Stewart, violated Section 8(a)(1) by telling employees that they were not permitted to discuss wages with other employees, interrogated employees about their discussions with coworkers regarding wage rates and told employees they must bring concerns about wage rates directly to Respondent.

These allegations are based on Howard's testimony regarding statements made to her by Stewart after Stewart told Howard that Howard was being terminated. Howard testified that Stewart told her she was being let go because she had no right to talk to employees about what they made and going behind the owners' backs. Stewart told Howard that she should have brought her concerns to her and Brooks as soon as she could.

As Howard packed up to leave the premises, Stewart said it seemed like Howard was the only one who was miserable. Howard responded that she was not. Stewart asked if other employees, whom she named, were miserable. Tr. 37-38. Howard did not respond.

The only relevant testimony by Respondent is Sarah Stewart's response to a leading question from her counsel. Stewart testified that she never told any employee that they can't talk about their pay rates with other employees. Tr. 121. Her statement, G.C. Exh. 4a stands for the proposition that there was no conversation between Stewart and Howard other than Stewart telling Howard that she was terminated.

Coercive statements made to an employee after they have been discharged may violate the Act, *Benesight, Inc.*, 337 NLRB 282, 284 (2001). I find that Respondent has not sufficiently contradicted Howard's testimony as to what was said after she was discharged. I credit Howard and find that Respondent violated Section 8(a)(1) in at least implicitly telling Howard that she could not discuss wages with other employees.¹⁴ I credit Howard in part because her

¹⁴ I do not conclude that Stewart violated the Act by asking Howard who else was miserable. First, Stewart was responding to Howard. Secondly, being miserable could refer to things other than wages. Stewart's statement about bringing concerns to Respondent does not necessarily imply that Howard was prohibited from discussing them with other employees.

contemporaneous texts on February 17, 2025, with Emily Butrick and Logan Davis, are consistent with her trial testimony as to what was said after her termination, G.C. Exh. 3.

Conclusions of Law

Respondent, The Book Rescuers Inc., did not violate the Act other than in Sarah Stewart's remarks to Charlee Howard after she terminated her, suggesting that Howard should not have discussed wages with other employees.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁵

ORDER

The Respondent, Book Rescuers, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Implicitly or explicitly suggesting to any employee that they cannot discuss their own wage rate or the wages of other employees with other employees.

(b) 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.

Within 14 days after service by the Region, post at its facility in Largo, Florida copies of the attached notice marked "Appendix."¹⁶ Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, 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 February 17, 2025.

¹⁵ 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.

¹⁶ 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."

Dated, Washington, D.C. September 30, 2026

A handwritten signature in cursive script that reads "Arthur J. Amchan".

Arthur J. Amchan
Administrative Law Judge

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 or suggest to you that you are prohibited from discussing your wages or other employees' wages with other employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

THE BOOK RESCUERS

(Respondent)

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.

South Trust Plaza, 201 East Kennedy Boulevard, Ste 530, Tampa, FL 33602-5824
(813) 228-2641, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/12-CA-360500 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, (813) 228-2455.