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Cruise Network Plus, Inc., d/b/a Capital Area Travel Leaders and Cameron A Magee. Case 07–CA–354201

October 30, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

The General Counsel has moved for summary judgment in this case, asserting that there are no genuine issues of material fact as to the allegations in the complaint. The General Counsel further asserts that the Board should find, as a matter of law, that Cruise Network Plus, Inc., d/b/a Capital Area Travel Leaders (the Respondent) violated Section 8(a)(1) of the Act by discharging an employee because the employee discussed wages and working conditions and by including in the termination notice the following unlawful prohibition: "Please refrain from contacting any customers of the company, either via phone, email, text or any other communication through social media." For the reasons set forth below, we grant the motion for summary judgment.

Upon a charge filed by Cameron A Magee on October 31, 2024, and served on the Respondent on November 6, 2024, the General Counsel issued a complaint and notice of hearing on March 25, 2026, against the Respondent, alleging that it violated Section 8(a)(1) of the Act. On April 1, 2026, the Respondent filed an answer with the Board, which it amended on August 5, 2026, and again on August 12, 2026. The second amended answer affirmatively admitted all but one paragraph of the complaint and did not assert any affirmative defenses.

On August 12, 2026, the General Counsel filed with the National Labor Relations Board a Motion for Summary Judgment. On September 14, 2026, 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 to the Notice to Show Cause or an opposition to the motion. 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 Summary Judgment

It is a settled principle that for summary judgment to be appropriate, the record must show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *Betteroads Asphalt, LLC*, 369 NLRB No. 114, slip op. at 1 (2020) (citing *Conoco Chemicals Co.*, 275 NLRB 39, 40 (1985); *Stephens College*, 260 NLRB 1049, 1050 (1982)).

In the instant matter, the complaint alleges, and the second amended answer admits, that on October 28, 2024, the Respondent discharged Cameron A Magee because on October 11, 2024, she engaged in concerted activities with other employees for the purpose of mutual aid and protection by discussing wages and working conditions, and to discourage employees from engaging in those or other concerted activities. The Respondent also admits that it issued a termination notice to Magee that contained the following prohibition: "Please refrain from contacting any customers of the company, either via phone, email, text or any other communication through social media."

By admitting all allegations, we find that the Respondent's second amended answer to the complaint has raised no genuine issues of material fact requiring a hearing and that the General Counsel is entitled to judgment as a matter of law.[1] Accordingly, we grant the motion for summary judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business in Grand Ledge, Michigan and has been engaged in the business of facilitating the sale of travel products. In conducting its operations within the State of Michigan during the calendar year ending December 31, 2025, the Respondent derived gross revenues in excess of $50,000 for the transportation of passengers in interstate commerce under arrangements with and as agent for various common carriers, including Delta Air Lines, the Walt Disney Company, and RIU Hotels, each of which operates between various states of the United States.

Based on its operations described above, we find that the Respondent functions as an essential link in the transportation of passengers in interstate commerce. We further find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

[1] The Respondent's failure to admit complaint par. 11, which states that the Respondent's unfair labor practices affect commerce within the meaning of Sec. 2(6) and (7) of the Act, does not preclude summary judgment; all allegations not specifically denied or explained are deemed admitted. See 29 C.F.R. §102.20.

II. THE 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:

Rebecca Hricovsky	–	Office Manager
Russell Reid	–	Owner

2. About October 11, 2024, the Respondent's employee, Cameron A Magee, engaged in concerted activities with other employees for the purpose of mutual aid and protection by discussing wages and working conditions.

3. About October 28, 2024, the Respondent discharged Cameron A Magee.

4. The Respondent engaged in the conduct described above in paragraph 3 because Cameron A Magee engaged in the conduct described above in paragraph 2, and to discourage employees from engaging in these or other concerted activities.

5. About October 28, 2024, the Respondent issued a termination notice to Cameron A Magee that contained the following unlawful prohibition: "Please refrain from contacting any customers of the company, either via phone, email, text or any other communication through social media."

CONCLUSION OF LAW

By the conduct described above in paragraphs 3 through 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. By its conduct, the Respondent has engaged in unfair labor practices affecting 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 Cameron A Magee for engaging in protected concerted activity, we shall order the Respondent to offer Magee 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 Magee 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 Magee 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 Horzons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

Further, we shall order the Respondent to compensate Magee 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 7 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 7 a copy of Magee's corresponding W-2 form(s) reflecting the backpay award. *Cascades 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 discharge of Magee and to notify her in writing that this has been done and that the discharge will not be used against her in any way.

Further, having found that the Respondent violated Section 8(a)(1) by issuing the unlawful termination notice directing Cameron A Magee to "[p]lease refrain from contacting any customers of the company, either via phone, email, text or any other communication through social media," the Respondent shall rescind and give no effect to that notice and notify Magee in writing that it has done so.

ORDER

The National Labor Relations Board orders that the Respondent, Cruise Network Plus, Inc., d/b/a Capital Area

[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 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.

Travel Leaders, Grand Ledge, Michigan, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Discharging employees for engaging in protected concerted activities, such as by talking about wages and working conditions, or to discourage employees from engaging in these activities.

(b) Issuing termination notices that contain the following unlawful prohibition: "Please refrain from contacting any customers of the company, either via phone, email, text or any other communication through social media."

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed 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 Cameron A Magee 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 Cameron A Magee 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 Cameron A Magee for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

(d) File with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Cameron A Magee'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 reference to the unlawful discharge of Cameron A Magee, 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) Rescind, and give no effect to, the unlawful termination notice directing Cameron A Magee to "[p]lease refrain from contacting any customers of the company, either via phone, email, text or any other communication through social media," and notify Magee in writing that it has done so.

(h) Within 14 days after service by the Region, post at its Grand Ledge, Michigan facility copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by 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 October 28, 2024.

(i) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

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

_____

James R. Murphy, Chairman

_____

David M. Prouty, Member

[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."

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 discharge you for engaging in protected concerted activities, such as by talking to other employees about wages and working conditions, or to discourage you from engaging in these activities.

WE WILL NOT issue termination notices that contain the following unlawful prohibition: "Please refrain from contacting any customers of the company, either via phone, email, text or any other communication through social media."

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 Cameron A Magee 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 WILL make Cameron A Magee 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 her whole for any other direct or foreseeable pecuniary harms suffered as a result of the unlawful discharge, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Cameron A Magee for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Cameron A Magee'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 reference to our unlawful discharge of Cameron A Magee 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.

WE WILL rescind and give no effect to the unlawful termination notice directing Cameron A Magee to "[p]lease refrain from contacting any customers of the company, either via phone, email, text or any other communication through social media," and WE WILL notify her in writing that we have done so.

CRUISE NETWORK PLUS, INC., D/B/A CAPITAL AREA TRAVEL LEADERS

The Board's decision can be found at www.nlrb.gov/case/ 07-CA-354201 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.