

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 3**

**STARBUCKS CORPORATION**

**and**

**WORKERS UNITED**

**Cases 03-CA-285671  
03-CA-290555  
03-CA-291157  
03-CA-291196  
03-CA-291197  
03-CA-291199  
03-CA-291202  
03-CA-291377  
03-CA-291378  
03-CA-291379  
03-CA-291381  
03-CA-291386  
03-CA-291395  
03-CA-291399  
03-CA-291408  
03-CA-291412  
03-CA-291416  
03-CA-291418  
03-CA-291423  
03-CA-291431  
03-CA-291434  
03-CA-291725  
03-CA-292284  
03-CA-293362  
03-CA-293469  
03-CA-293489  
03-CA-293528  
03-CA-293546  
03-CA-294341**

**ORDER CONSOLIDATING CASES, CONSOLIDATED  
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 03-CA-285671, 03-CA-290555, 03-CA-291157, 03-CA-291196, 03-CA-291197, 03-CA-291199, 03-

CA-291202, 03-CA-291377, 03-CA-291378, 03-CA-291379, 03-CA-291381, 03-CA-291386, 03-CA-291395, 03-CA-291399, 03-CA-291408, 03-CA-291412, 03-CA-291416, 03-CA-291418, 03-CA-291423, 03-CA-291431, 03-CA-291434, 03-CA-291725, 03-CA-292284, 03-CA-293362, 03-CA-293469, 03-CA-293489, 03-CA-293528, 03-CA-293546, and 03-CA-294341, which are based on charges filed by Workers United (Union) against Starbucks Corporation (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

## **1. CHARGES**

(a) The charge in Case 03-CA-285671 was filed by the Union on November 4, 2021, and a copy was served on Respondent by U.S. mail on the same date.

(b) The amended charge in Case 03-CA-285671 was filed by the Union on February 24, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(c) The charge in Case 03-CA-290555 was filed by the Union on February 14, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(d) The charge in Case 03-CA-291157 was filed by the Union on February 24, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(e) The charge in Case 03-CA-291196 was filed by the Union on February 24, 2022, and a copy was served on Respondent by U.S. mail on February 25, 2022.

(f) The charge in Case 03-CA-291197 was filed by the Union on February 24, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(g) The charge in Case 03-CA-291199 was filed by the Union on February 25, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(h) The amended charge in Case 03-CA-291199 was filed by the Union on March 2, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(i) The charge in Case 03-CA-291202 was filed by the Union on February 24, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(j) The charge in Case 03-CA-291377 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(k) The charge in Case 03-CA-291378 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(l) The charge in Case 03-CA-291379 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(m) The charge in Case 03-CA-291381 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(n) The charge in Case 03-CA-291386 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(o) The charge in Case 03-CA-291395 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(p) The charge in Case 03-CA-291399 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(q) The charge in Case 03-CA-291408 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(r) The charge in Case 03-CA-291412 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(s) The charge in Case 03-CA-291416 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(t) The charge in Case 03-CA-291418 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(u) The charge in Case 03-CA-291423 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(v) The charge in Case 03-CA-291431 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(w) The charge in Case 03-CA-291434 was filed by the Union on March 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(x) The charge in Case 03-CA-291725 was filed by the Union on March 7, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(y) The charge in Case 03-CA-292284 was filed by the Union on March 16, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(z) The amended charge in Case 03-CA-292284 was filed by the Union on March 18, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(aa) The charge in Case 03-CA-293362 was filed by the Union on April 1, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(bb) The charge in Case 03-CA-293469 was filed by the Union on April 4, 2022, and a copy was served on Respondent by U.S. mail on April 5, 2022.

(cc) The charge in Case 03-CA-293489 was filed by the Union on April 4, 2022, and a copy was served on Respondent by U.S. mail on April 5, 2022.

(dd) The charge in Case 03-CA-293528 was filed by the Union on April 5, 2022, and a copy was served on Respondent by U.S. mail on April 6, 2022.

(ee) The amended charge in Case 03-CA-293528 was filed by the Union on April 8, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(ff) The charge in Case 03-CA-293546 was filed by the Union on April 5, 2022, and a copy was served on Respondent by U.S. mail on April 6, 2022.

(gg) The charge in Case 03-CA-294341 was filed by the Union on April 20, 2022, and a copy was served on Respondent by U.S. mail on the same date.

## 2. JURISDICTION

(a) At all material times, Respondent has been a corporation with an office and place of business in Seattle, Washington and various locations throughout the United States including in and around Buffalo, New York (Respondent's Buffalo facilities)<sup>1</sup> and in Rochester, New York,<sup>2</sup> and has been engaged in the retail operation of stores offering coffee and quick-service food.

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<sup>1</sup> Respondent's Buffalo facilities are located at 520 Lee Entrance, Buffalo, NY 14228 (UB Commons store); 1703 Niagara Falls Blvd., Buffalo, NY 14228 (NFB store); 8100 Transit Rd., Suite 100, Williamsville, NY 14221 (Transit & Maple store); 933 Elmwood Ave., Buffalo, NY 14222 (Elmwood store); 235 Delaware Ave., Buffalo, NY 14202 (Delaware & Chippewa store); 3540 McKinley Pkwy, Buffalo, NY 14219 (McKinley store); 4770 Transit Rd., Depew, NY 14043 (Transit & French store); 2730 Delaware Ave., Buffalo, NY 14216 (Delaware & Kenmore store); 5395 Sheridan Dr., Buffalo, NY 14221 (Williamsville Place store); 9660 Transit Rd., Suite 101, East Amherst, NY 14051 (Transit Commons store); 4255 Genesee St., Suite 100, Cheektowaga, NY 14225 (Genesee Street store); 3235 Southwestern Blvd., Orchard Park, NY 14127 (Orchard Park store); 5120 Camp Rd., Hamburg, NY 14075 (Camp Road store); 5265 Main St., Williamsville, NY 14221 (Main Street store); 1 Walden Galleria K-04, Cheektowaga, NY 14225 (Galleria kiosk); 1775 Walden Ave., Cheektowaga, NY 14225 (Walden & Anderson store); 5590 Niagara Falls Blvd., Niagara Falls, NY 14304 (Niagara Falls store); 6707 Transit Rd. #100, Buffalo, NY 14221 (Transit Regal store); 3186 Sheridan Dr., Buffalo, NY 14226 (Sheridan & Bailey store); 3015 Niagara Falls Blvd., Amherst, NY 14228 (East Robinson store); 3611 Delaware Ave., Tonawanda, NY 14217 (Delaware & Sheridan store).

<sup>2</sup> Respondent's Rochester facility is located at 2750 Monroe Avenue, Rochester, NY 14618 (Respondent's Rochester facility).

(b) Annually, Respondent, in conducting its business operations described above in paragraph 2(a), derives gross revenues in excess of \$500,000.

(c) Annually, Respondent purchases and receives at each of its Buffalo facilities and its Rochester facility products, goods, and materials valued in excess of \$5,000 directly from points outside the State of New York.

### **3. COMMERCE**

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

### **4. UNION STATUS**

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

### **5. SUPERVISORS AND AGENTS**

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

David Almond	—	Store Manager
Julie Almond	—	Store Manager
Aimee Alumbaugh	—	Support Manager
Taylor Alviar	—	Support Manager
Ray Ballard	—	Store Manager
Andy Behrend	—	Store Manager
Amber Bogges	—	Support Manager
Brittany Cahill	—	District Manager

Greta Case	—	District Manager
Nathalie Cioffi	—	Partner Resources Director
Lukeitta Clark	—	Store Manager
Tori Clow	—	Hourly Recruiter
Mallori Coloumbe	—	District Manager
Gavin Crawford	—	Support Manager
Louis Defoe	—	Support Manager
Joe DePonceau	—	Store Manager
Tracie Desjardins	—	District Manager
Heather Dow	—	Support Manager
Bonnie Elster	—	Facilities Services Manager
Kate Fenton	—	Human Resources Manager
Emily File	—	Partner Resources Manager
David Fiscus	—	Store Manager
Melissa Garcia	—	Assistant Store Manager/Store Manager
Sebastian Garcia	—	Support Manager
Shannon Garcia	—	Senior Vice President, U.S. Operations
Ana Gutierrez	—	Regional Operations Coach
Kelleigh Hanlon	—	Support Manager
Mary Harris	—	Support Manager
Josie Havens	—	Support Manager
Joana Hernandez	—	Support Manager
Robert Hernberger	—	Support Manager

Robert Hunt	—	Store Manager
Kevin Johnson	—	President and Chief Executive Officer
Melanie Joy	—	Partner Resource Manager
Ashley Justus	—	Support Manager
Jodi Keller	—	Store Manager
Kathleen Kelly	—	Partner Resources Manager
Marsh King	—	Support Manager
Holly Klein	—	Partner Resources Manager
Matt Lavoie	—	Support Manager
David LeFrois	—	District Manager
Tricia Lowder	—	District Manager
Tiffany Mann	—	Support Manager
Lion Mendoza	—	Support Manager
Kristina Mkrutumyan	—	District Manager
Adam Modzel	—	Director, U.S. Community Engagement
Adrian Morales	—	Support Manager
David Morales	—	Store Manager
Matthew Moreale	—	Store Manager
Jack Morton	—	Support Manager
Sarah Muntz	—	Support Manager
Michaela Murphy	—	District Manager
Romalie Murphy	—	Support Manager
Dimas Nava	—	Support Manager



Denise Nelson	—	Senior Vice President, U.S. Operations
Allyson Peck	—	Regional Vice President, Northeast Region
Elizabeth Pool	—	Store Manager
Katherine Posey	—	Support Manager
Johnathan Prime	—	Store Manager
Taylor Pringle	—	Support Manager
Deanna Pusatier	—	Regional Director
Marcus Rainford	—	District Manager
Robert Rankin	—	Store Manager
Tanner Rees	—	Assistant Store Manager/Store Manager
J. Carlos Rodriguez	—	Partner Resources Director
Kim Roewer	—	Store Manager
Kelly Roupe	—	Support Manager
Alex Roux	—	Support Manager
Lori Ruffin	—	Hourly Recruiter
Amy Ruiz	—	Support Manager
Brittney Sanders	—	Office Manager
Tito Santiago	—	Area Operations Coach
Alyssa Schieda	—	Assistant Store Manager/Store Manager
Howard Schultz	—	Chairman/Interim CEO
Patricia Shanley	—	Store Manager
Gina Sterling	—	District Manager
Chris Stewart	—	Partner Resources Leader

Derek Sveen	—	Support Manager
Mark Szto	—	District Manager
Dustin Taylor	—	Support Manager
Ashlyn Tehoke	—	Assistant Store Manager/Acting Store Manager
Nicholas Tollar	—	Store Manager
Richard Tran	—	Support Manager
Sarah Tromp	—	Support Manager
Sonia Velasquez	—	Store Manager
Rossann Williams	—	Executive Vice President/President North America
Christopher Wright	—	Store Manager
Christine Winnett	—	Store Manager
Shelby Young	—	District Manager
Tina Zunner	—	Store Manager
Avery (unknown)	—	Support Manager
David (unknown)	—	District Manager
Fred (unknown)	—	Support Manager
Jared (unknown)	—	Support Manager
Jen (unknown)	—	Support Manager
Joe (unknown)	—	Support Manager
Jody (unknown)	—	Store Manager
Katie (unknown)	—	Support Manager
Kevin (unknown)	—	Support Manager
Louis (unknown)	—	Support Manager

Taylor (unknown) — Support Manager

Vania (unknown) — Support Manager

Valerie (unknown) — Support Manager

## 6. SOLICITATION OF GRIEVANCES

(a) Respondent, by the individuals named below, about the dates opposite their names, at Respondent's store located at 5120 Camp Road, Hamburg, New York 14075 ("Camp Road store") by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

<b>Agent(s)</b>	<b>Date</b>
(i) Fiscus	August 24, 2021
(ii) Williams	About late August
(iii) Peck, Pusatier, and Williams	September 9, 2021
(iv) Peck, Pusatier, and Williams	September 10, 2021
(v) Peck, Pusatier, and Williams	September 16, 2021

(b) Respondent, by the individuals named below, about the dates opposite their names, at Respondent's store located at 4255 Genesee Street, Suite 100, Cheektowaga, New York 14225 (Genesee Street store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

<b>Agent(s)</b>	<b>Date</b>
(i) LeFrois	August 24, 2021
(ii) Peck, Pusatier, and Williams	September 9, 2021
(iii) Peck, Pusatier, and Williams	September 10, 2021
(iv) Coloumbe and Peck	October 12, 2021
(v) Williams	October 24, 2021

(c) Respondent, by the individuals named below, about the dates opposite their names, at Respondent's store located at 4770 Transit Road, Depew, NY 14043 (Transit & French

store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

<b>Agent(s)</b>		<b>Date</b>
(i)	Mkrtumyan	September 2021
(ii)	Morton	September 2021
(iii)	Mkrtumyan	October 2021

(d) Respondent, by the individuals named below, about the dates opposite their names, at Respondent's store located at 8100 Transit Road, Suite 100, Williamsville, NY 14221 (Transit & Maple store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

<b>Agent(s)</b>		<b>Date</b>
(i)	Mkrtumyan, M. Murphy, and Williams	September 2021
(ii)	Peck	September 2021

(e) Respondent, by the individuals named below, about the dates opposite their names, at Respondent's store located at 5165 Main Street, Williamsville, New York 14221 (Main Street store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

<b>Agent(s)</b>		<b>Date</b>
(i)	Filc, Pusatier, and Williams	September 2, 2021
(ii)	Cioffi, Filc, Pusatier, and Williams	September 3, 2021
(iii)	Nelson, Pusatier, and Williams	September 2021

(f) Respondent, by the individuals named below, about the dates opposite their names, at Respondent's store located at 933 Elmwood Avenue, Buffalo, NY 14222 (Elmwood store), by soliciting employee complaints and grievances, promised its employees increased

benefits and improved terms and conditions of employment if they refrained from union organizational activity:

	<b>Agent(s)</b>	<b>Date</b>
(i)	Williams	September 4, 2021
(ii)	Peck, Pusatier, and Williams	September 9, 2021
(iii)	Peck, Pusatier, and Williams	September 10, 2021
(iv)	Peck, Pusatier, and Williams	September 19, 2021
(v)	Mkrutumyan, M. Murphy, and Young	November 8, 2021

(g) About September 20, 2021, Respondent, by Modzel and Pusatier, at Respondent’s store located at 3235 Southwestern Boulevard, Orchard Park, NY 14127 (Orchard Park store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.

(h) About September 22, 2021, Respondent, by Modzel, Peck, and Williams, at Respondent’s Buffalo facility located at 5395 Sheridan Dr., Buffalo, NY 14221 (Williamsville Place store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.

(i) Respondent, by the individuals named below, about the dates opposite their names, at Respondent’s store located at 6707 Transit Rd. #100, Buffalo, NY 14221 (Transit Regal store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

	<b>Agent(s)</b>	<b>Date</b>
(i)	Keller and Rees	August 24, 2021
(ii)	Pusatier and Williams	September 22, 2021
(iii)	Modzel and Stewart	September 29, 2021

(j) About end of September 2021, Respondent, by Modzel and Pusatier, at Respondent’s Buffalo facility located at 9660 Transit Rd., Suite 101, East Amherst, NY 14051 (Transit Commons store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.

(k) About December 16, 2021, Respondent, by Kelly and Szto, at Respondent’s store located at 3186 Sheridan Dr., Buffalo, NY 14226 (Sheridan & Bailey store), by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity:

**7. PROMISES OF BENEFITS**

(a) Respondent, by the individuals named below, about the dates opposite their names, at the Williamsville Place store, promised employees the following if they refrained from union organizational activity:

	<b>Agent(s)</b>	<b>Date</b>	<b>Promise</b>
(i)	Modzel	September 28, 2021	Extensive store renovation
(ii)	Modzel	September 28, 2021	Conversion to a drive-thru and mobile ordering store
(iii)	Unnamed agent of Respondent	October 2021	Extensive store renovation

(b) About October 2021, Respondent, by J. Almond, at the Main Street store, by announcing that mental health counselors would be available for in-person consultations, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.

(c) About October 2021, Respondent, by D. Almond, informed employees that it would be granting a seniority-based wage increase was granted in response to organizing efforts.

(d) About October 27, 2021, Respondent announced an increase in benefits of its employees by informing employees it would be granting a seniority-based wage increase.

(e) Since about November 2021, Respondent, by Mkrtumyan, at the Transit & French store, by repeatedly promising to expand the size of the store, has been promising an increase in benefits to its employees.

(f) About November 6, 2021, Respondent, by Peck, by promising improved working conditions and benefits, promised an increase in benefits to its employees.

(g) About November 6, 2021, Respondent, by Schultz, promised an increase in benefits of its employees at the Buffalo facilities.

(h) About November 6, 2021, Respondent, by Peck, promised an increase in benefits of its employees at the Buffalo facilities.

## **8. SURVEILLANCE AND INTERROGATION**

(a) About late August 2021, Respondent, by D. Almond, at the Transit Commons store, by photographing an employee wearing a union pin, engaged in surveillance of employees engaged in union activities.

(b) Since about September 2021, Respondent has been creating an impression among its employees that their union activities were under surveillance by, at Respondent's Buffalo facilities, stationing support managers at all stores.

(c) Since about September 2021, Respondent has been creating an impression among its employees that their union activities were under surveillance by, at Respondent's Buffalo facilities, having high-ranking officials of Respondent, including Cioffi, Filc, Garcia, Modzal, Nelson, Peck, Pusatier, and Williams, make unprecedented and repeated visits to each store.

(d) Since about September 2021, Respondent has been creating the impression among employees that their union activities were under surveillance by, at Respondent's Buffalo facilities, scheduling managers at the store during all operational hours.

(e) About September 2021, Respondent, by Pringle, at the Camp Road store, prohibited employees from talking about their wages.

(f) About September 13, 2021, Respondent created an impression among its employees that their union activities were under surveillance by, at Respondent's Buffalo facilities, removing the ability of store managers to hire employees thereby increasing their ability to surveil their employees' union activities.

(g) Since about September 15, 2021, Respondent, by the individuals named below, at the locations opposite their names/titles, by monitoring employees' conversations on headsets, has been engaging in surveillance of employees' union activities:

	<b>Agent(s)</b>	<b>Location</b>
(i)	Pringle/Support Managers	Camp Road store
(ii)	Support Managers	Transit & French store
(iii)	Support Managers	Genesee Street store
(iv)	Support Managers	Sheridan and Bailey store

(h) About November 2021, Respondent, by Shanley, at the Elmwood store, interrogated an employee about wearing a union pin.

(i) About early December 2021, Respondent, by Sveen, at the Sheridan & Bailey store, restricted employees from posting union literature.

(j) About February 25, 2021, Respondent, by Scheida, at the Transit & French store, interrogated employee Angel Krempa about passing out union pins to coworkers.



## 9. GRANT OF BENEFITS

(a) About September 2021, by changing its training policy such that all newly hired employees at Respondent's Buffalo facilities would be trained at a single training facility, Respondent remedied grievances it solicited and also increased benefits to employees.

(b) Since September 2021, by hiring additional employees for Respondent's Buffalo facilities, Respondent has been remedying grievances it solicited about staffing shortages, increased benefits to employees.

(c) Since September 2021, by hiring additional employees for Respondent's Buffalo facilities, Respondent has been remedying grievances it solicited about staffing shortages, attempted to dilute union support.

(d) Since September 2021, by overstaffing Respondent's Buffalo facilities, Respondent has been increasing benefits to employees and attempted to dilute union support.

(e) Since September 2021, by making facilities improvements to Respondent's Buffalo facilities, Respondent has been remedying grievances it solicited and increased benefits to employees.

(f) Since September 2021, by permitting shift supervisors to close stores, Respondent has been increasing benefits to employees.

(g) Since September 2021, by permitting shift supervisors to disable mobile ordering, Respondent has been increasing benefits to employees.

(h) Since about September 2021, by offering additional hours, Respondent has been increasing benefits to employees.

(i) About September 2021, by removing and replacing both district managers overseeing Respondent’s Buffalo facilities, Respondent remedied grievances it solicited regarding those managers and increased benefits of its employees.

(j) Respondent, about the dates listed below, by renovating the stores listed below, remedied grievances it solicited and increased benefits to employees.

<b>Date</b>	<b>Location</b>
(i) September 2021	Transit & French store
(ii) Late September 2021	Camp Road store
(iii) September to October 2021	Respondent’s store located at 1703 Niagara Falls Blvd., Buffalo, NY 14228 (NFB store)
(iv) October 2021	Transit & Maple
(v) Early October 2021	Transit Commons store
(vi) Mid-October 2021	Genesee Street store
(vii) Mid-October 2021	Transit Regal
(viii) October 13, 2021	Sheridan & Bailey
(ix) October 11-17, 2021	Elmwood store
(x) Late October 2021	Williamsville Place store
(xi) December 5-18, 2021	Transit Commons store
(xii) Early December 2021 to present	Respondent’s store located at 3540 McKinley Pkwy, Buffalo, NY 14219 (McKinley store)
(xiii) January 2022	Respondent’s store located at 235 Delaware Ave., Buffalo, NY 14202 (Delaware & Chippewa store)

(k) Respondent, about the dates listed below, at the locations listed below, by making the following improvements, remedied grievances it solicited and increased benefits to employees:

<b>Date</b>	<b>Location</b>	<b>Improvement</b>
(i) September 2021	Elmwood store	Removed carpet from backroom
(ii) September 2021	Sheridan & Bailey store	Upgraded equipment
(iii) September 2021	Main Street store	Resolved insect control issues
(iv) September 2021	Respondent’s store located at 520 Lee Entrance, Buffalo, NY 14228 (UB Commons store)	Upgraded equipment
(v) September 3, 2021	Respondent’s store located at 1775 Walden Avenue, Cheektowaga, New York 14225 (Walden & Anderson store)	Resolved insect control issues

(vi)	September 20, 2021	Orchard Park store	Made repairs
(vii)	December 2021	Sheridan & Bailey store	Replaced computers and point-of-sale system
(viii)	December 2021	UB Commons store	Renovated storage room and installed signage regarding mobile orders, new flooring, and a pest control device

(l) About September 15, 2021, by removing Fiscus as a store manager of the Camp Road store, Respondent remedied grievances it solicited and increased benefits of its employees.

(m) About September 20, 2021, by removing Wright as a store manager of the Genesee Street store, Respondent remedied grievances it solicited and increased benefits of its employees.

(n) About early October 2021, by arranging shift supervisor training for employee Angel Krempa, Respondent remedied grievances it solicited and increased benefits to employees.

(o) About early October 2021, by removing an employee from the Transit & French store, Respondent remedied grievances it solicited and increased benefits to employees.

(p) About October 2021, by Williams, by ensuring that schedules were posted more quickly at the Genesee Street store, Respondent remedied grievances it solicited and increased benefits to employees.

(q) About November 2021, by changing its training policy such that all newly hired employees at Respondent's Buffalo facilities would be trained at one of three training stores, Respondent remedied grievances it solicited and increased benefits to employees.

(r) About January 2022, Respondent increased the benefits of its employees by implementing a seniority-based wage increase.

(s) Respondent engaged in the conduct described above in paragraph 9(a) through (r) because employees of Respondent formed the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

**10. THREATS AND CAPTIVE AUDIENCE MEETINGS**

(a) Since beginning of September 2021, Respondent has been holding mandatory or effectively mandatory captive-audience meetings to discourage union activity.

(b) About September 16, 2021, Respondent, by Pusatier, by stating that managers would be unable to assist employees on the floor of their stores, threatened its employees with loss of a benefit if they selected the union as their bargaining representative.

(c) Respondent, by the individuals named below, about the dates and at the locations opposite their names, threatened its employees with loss of a direct relationship with management if they selected the union as their bargaining representative:

	<b>Agent(s)</b>	<b>Date</b>	<b>Location</b>
(i)	Williams	September 9, 2021	Elmwood store
(ii)	Pusatier and Williams	September 16, 2021	Camp Road store
(iii)	Peck	September 19, 2021	Elmwood store
(iv)	Unidentified agent of Respondent	Late September 2021	Main Street store
(v)	Nelson	November 8, 2021	Elmwood store

(d) Respondent, by the individuals named below, about the dates and at the locations opposite their names, by telling employees they would lose the right to pick up shifts at other stores, threatened its employees with the loss of a benefit if they selected the union as their bargaining representative.

	<b>Agent(s)</b>	<b>Date</b>	<b>Location</b>
(i)	Williams	September 16, 2021	Camp Road store
(ii)	Pusatier	September 16, 2021	Genesee Street store
(iii)	Fenton	September 28, 2021	Williamsville Place store
(iv)	Unidentified agent of Respondent	Late September 2021	Main Street store

(e) About August 2021, Respondent, by Shanley, at the Elmwood store, by stating

that managers would be unable to assist employees on the floor of their stores, threatened employee(s) that Respondent would not offer additional benefits in a contract with the Union.

(f) About September 16, 2021, Respondent, by Williams, at the Camp Road store, threatened its employees that Respondent would not offer additional benefits in a contract with the Union.

(g) About September 16, 2021, Respondent, by Williams, at the Genesee Street store, by telling employees that Respondent would lose the ability to offer new benefits or act quickly during exigent circumstances, threatened its employees with the loss of a benefit if they selected the union as their bargaining representative.

(h) About September 2021, Respondent, by DePonceau, at the Transit & Maple store, threatened its employees with discipline for engaging in protected concerted activity.

(i) About October 2021, Respondent, by Hunt, at the Delaware & Chippewa store, threatened to impose more onerous and rigorous terms and conditions of employment on its employees by announcing a minimum availability requirement.

(j) About December 2021, Respondent, Hernandez, at Respondent's store located at the Genesee Street store, prohibited employees from talking about the union with a customer while permitting employees to talk with customers about other non-work subjects.

(k) About February 8, 2022, Respondent, by Dow, at the Delaware & Chippewa store, threatened employees would not get raises if they selected the union as their bargaining representative.

## **11. STRICTER ENFORCEMENT OF WORK RULES**

(a) At all material times, Respondent has maintained the following rule:

### Prohibition Against Harassment

Harassment includes conduct that creates an intimidating, disrespectful, degrading, offensive, or hostile working environment. Starbucks prohibits harassment based on race, color, religion and religious creed, national origin or place of origin, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), physical or mental disability, age, protected military or veteran status, sexual orientation, gender identity, gender expression, transgender status, genetic information, legally protected medical condition, marital or domestic partner status, status as a victim of domestic violence (including sexual assault or stalking), or any other basis protected by applicable law.

The prohibition against harassment, including sexual harassment and bullying, applies to our partners. Starbucks also prohibits harassment against a job applicant, or harassment against a partner by non-partners, including vendors, suppliers or customers. Any partner who engages in harassment, including sexual harassment and bullying, in violation of this policy will be subject to disciplinary action, up to and including separation from employment. Detailed information about harassment follows.

Harassing conduct can take many forms and may include, but is not limited to, the following:

- Physical harassment such as touching, kissing, or groping
- Verbal harassment such as threats, degrading comments, epithets, slurs, sexual teasing, and requests for sexual favors
- Nonverbal harassment such as obscene gestures or leering
- Written communications, including but not limited to letters, emails, text messages, or social media posts that could offend individuals in a particular group, such as references to racial or ethnic stereotypes or caricatures
- Derogatory posters, electronic images, photographs, cartoons, drawings or gestures, or pornographic materials
- The improper use of authority to endanger or undermine a partner's job, job performance or career at Starbucks
- Harassment involving workplace violence or a threat of violence (refer to Workplace Violence section in this guide for additional information)

(b) At all material times, Respondent has maintained the following rule:

A Respectful Workplace Is Everyone's Responsibility

- Refrain from any conduct that could be construed as discrimination, harassment, bullying or retaliation.
- Treat others with respect and dignity. Everyone at Starbucks, including partners and customers, should feel welcomed and safe.
- Keep the workplace professional at all times.

- Draw early attention to unwelcome or offensive conduct by informing the offending person to stop, if comfortable doing so.
- If experiencing or becoming aware of conduct that violates the respectful workplace policies, immediately report concerns to a store manager, district manager, the Partner Resources Support Center, or to Ethics & Compliance.

(c) At all material times, Respondent has maintained the following rule:

How We Communicate

Partners are expected to communicate with other partners and customers in a professional and respectful manner at all times. The use of vulgar or profane language is not acceptable.

(d) At all material times, Respondent has maintained the following rule:

Corrective Action

In cases of serious misconduct, immediate separation from employment may be warranted. Examples of serious misconduct include, but are not limited to:

- Violation of safety and/or security rules.
- Theft or misuse of company property or assets.
- Falsification or misrepresentation of any company document.
- Violation of Starbucks drug and alcohol policy.
- Possession of or use of firearms or other weapons on company property.
- Harassment or abusive behavior toward partners, customers or vendors.
- Violence or threatened violence.
- Insubordination (refusal or repeated failure to follow directions).
- Violation of any other company policy.

(e) At all material times, Respondent has maintained the following rule:

Dress Code & Personal Appearance

Shirts may have a small manufacturer's logo, but must not have other logos, writings or graphics. The base shirt color must be within the color palette (black, gray, navy blue, brown, khaki or white). These same colors may be the base color for a subdued, muted pattern. Starbucks®-issued promotional shirts may be worn for events or when still relevant for product marketing.

Solid-color sweaters or jackets within the color palette may be worn. Other than a small manufacturer's logo, outerwear must not have logos or writings.

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 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.

- (f) At all material times, Respondent has maintained the following rule:

Personal Mobile Devices; Personal Telephone Calls and Mail

Partners are not permitted to send or receive text messages using personal mobile devices while working. In addition, if a partner needs to contact the manager during nonworking hours (e.g., partner is unable to report for work), the partner must call the manager rather than send a text message

Partners are not permitted to receive personal telephone calls at the store, unless the nature of the call is an emergency. Personal telephone calls may be made only while on break, from the store's back room or office, and only if absolutely necessary and without disrupting store operations...

- (g) At all material times, Respondent has maintained the following rule:

Soliciting/Distributing Notices

Partners are prohibited from distributing or posting in any work areas any printed materials such as notices, posters or leaflets. Partners are further prohibited from soliciting other partners or non-partners in stores or on company premises during working time or the working time of the partner being solicited. The only exception that may apply is when a partner is engaged in distribution or solicitation related to a Starbucks-sponsored event or activity.

Persons not employed by Starbucks are at all times prohibited from selling, soliciting, distributing or posting written materials on company premises. If inappropriate solicitation occurs in a store by a non-partner, a partner should politely ask the nonpartner to stop or leave the store.

- (h) At all material times, Respondent has maintained the following rule:

Attendance and Punctuality

A partner's reliability in reporting to work when scheduled and on time is essential to a store's efficient operations and in providing customers with



the Starbucks Experience.

If a partner cannot report to work as scheduled or will be late to work, the partner must call and speak directly with the store manager or assistant store manager with as much advance notice as possible prior to the beginning of the shift. If a manager is not in the store, the partner should notify the partner leading the shift. Leaving a message or note without first making reasonable attempts to directly contact a manager or the partner leading the shift is not acceptable. Sending an email or a text message is not an acceptable form of providing notice.

*Responsibility for Finding a Substitute:* Planned time off, such as for a vacation day, must be approved in advance by the manager. If a partner will be unable to report to work for a scheduled shift and knows in advance, it is the partner's responsibility to notify the store manager or assistant store manager and for the partner to arrange for another partner to substitute.

In the event of an unplanned absence, e.g., the sudden onset of illness, injury or emergency, or when the partner is using paid sick leave allowable by law, the partner will not be held responsible for finding a substitute. The partner is still responsible for notifying the store manager or assistant store manager (or partner leading the shift if the manager is not in the store) of the absence prior to the beginning of the shift so coverage can be arranged if needed.

Failure to abide by this policy may result in corrective action, up to and including separation from employment. Some examples of failure to follow this policy include irregular attendance, one or more instances of failing to provide advance notice of an absence or late arrival, or one or more instances of tardiness.

Under certain circumstances, inability to work due to a medical condition may entitle a partner to a leave of absence. (*Refer to the "Time Away from Work" section of this guide for more information.*)

- (i) At all material times, Respondent has maintained the following rule:

Partners Not Working While Ill

A partner who is experiencing symptoms such as vomiting, diarrhea, jaundice, sore throat with fever, or a medically diagnosed communicable disease must notify the manager. The manager will determine whether work restrictions apply.

- (j) At all material times, Respondent has maintained the following rule:

COVID LOG

Use this log to validate that all partners have completed the mandatory pre-

check and are ready and able to work their shift. Store managers and Play Callers must take their own temperature and have another partner in the store verify they completed all steps. Any Starbucks partner including, DMs, RDs, etc., that visit your store for work purposes must also complete all monitoring your health steps via the Quick Connect before working in your store.

- When a partner arrives, the Play Caller will ask the partner to complete the pre-check steps:
  1. Partner takes own temperature and shows the Play Caller whether it is above or below 100.4 F / 38 C. If a thermometer is unavailable, ask the partner if they feel feverish (chills or sweating); if they are feeling feverish and has not been vaccinated within the last three days, send the partner home immediately.
  2. Partner navigates through the COVID-19 Virtual Coach and receives a message the partner should not come to work OR partner may return to work, and shows the message to the Play Caller.
- The Play Caller will log the results as ‘Yes’ or ‘No’ on the *Partner Pre-Check Log* below.
- If the partner’s temperature is 38 C or 100.4 F or higher send the partner home immediately.
- If the partner receives a message of partner should not come to work from COVID-19 Virtual Coach, send the partner home immediately and let the store manager know the next steps and pay options.
- When complete, store this log in the binder where other Health Department and *Food Safety Assessments* are located.

(k) Since about September 2021, Respondent has been enforcing the rules described above in paragraph 11(a) through (j) selectively and disparately by applying it more strictly against employees who formed, joined, or assisted the Union.

## 12. RETALIATION

(a) Respondent, about the dates listed below, reduced the operational hours of its stores at the following locations:

Date	Location
(i) August 26, 2021	Walden & Anderson store
(ii) September 2021	Genesee Street store
(iii) September 15, 2021	Camp Road store
(iv) October 7, 2021	Transit & French store
(v) December 2021	UB Commons

(b) About September 2021, Respondent temporarily closed and then extended the closure of the Walden & Anderson store.

(c) About September 2021, Respondent permanently closed its Buffalo facility located at 1 Walden Galleria K-04, Cheektowaga, New York 14225 (Galleria kiosk).

(d) Since beginning of September 2021, by repeatedly closing stores early to hold anti-union meetings, Respondent has been reducing the compensation of employees at its Buffalo facilities.

(e) Respondent, about the dates listed below, by temporarily closing the stores at the following locations, reduced the compensation of employees:

<b>Date</b>	<b>Location</b>
(i) September 2021	NFB store
(ii) September 2021	Transit & French store
(iii) September 6, 2021	Walden & Anderson store
(iv) October 2021	Transit Commons store
(v) October 2021	Transit Regal store
(vi) October 2021	Williamsville Place store
(vii) October 11, 2021	Elmwood store
(viii) October 11, 2021	Genesee Street store
(ix) October 13, 2021	Sheridan & Bailey store
(x) December 2021	McKinley store
(xi) December 7, 2021	Transit Commons store
(xii) January 2021	Delaware & Chippewa store

(f) Respondent, about the dates listed below, by temporarily closing the stores at the following locations to hold anti-union meetings, reduced the compensation of employees:

<b>Date</b>	<b>Location</b>
(i) September 2021	Transit & French store
(ii) September 9, 2021	Camp Road store
(iii) September 16, 2021	Genesee Street store
(iv) September 20, 2021	Orchard Park store

(v)	September 22, 2021	Williamsville Place store
(vi)	September 22, 2021	Transit Regal store
(vii)	September 22, 2021	Sheridan & Bailey
(viii)	September 28, 2021	Williamsville Place store
(ix)	September 28, 2021	Walden & Anderson store
(x)	September 29, 2021	Transit Regal store
(xi)	September 30, 2021	UB Commons store
(xii)	September 30, 2021	Sheridan & Bailey store
(xiii)	Late September 2021	Main Street store
(xiv)	Late September/early October 2021	Transit & Maple store
(xv)	October 2021	UB Commons store
(xvi)	October 2021	Main Street store
(xvii)	October 2021	Transit & Maple store
(xviii)	October 2021	Transit & Maple store
(xix)	October 2021	Transit & French store
(xx)	October 2021	Main Street store
(xxi)	October 2021	Transit Commons store
(xxii)	October 1, 2021	Elmwood store
(xxiii)	October 12, 2021	Williamsville Place store
(xxiv)	October 14, 2021	Transit Regal store
(xxv)	October 19, 2021	Walden & Anderson store
(xxvi)	Mid-October 2021	Camp Road store
(xxvii)	October 11, 2021	Genesee Street store

(xxviii)	October 13, 2021	Sheridan & Bailey store
(xxix)	October 20, 2021	Elmwood store
(xxx)	October 20, 2021	Transit Commons
(xxxix)	October 26, 2021	Genesee Street store
(xxxii)	November 2021	Main Street store
(xxxiii)	November 8, 2021	Elmwood store
(xxxiv)	November 8, 2021	Camp Road store
(xxxv)	November 8, 2021	Genesee Street store
(xxxvi)	December 7, 2021	Transit Commons store
(xxxvii)	December 14, 2021	Walden & Anderson store
(xxxviii)	December 15, 2021	Transit & French store
(xxxix)	December 16, 2021	Sheridan & Bailey store
(xl)	January 2022	Delaware & Chippewa store
(xli)	January 4, 2022	Walden & Anderson store
(xlii)	January 5, 2022	Sheridan & Bailey store

(g) About September 2021, by transferring responsibility for hiring employees from store managers at its Buffalo facilities to dedicated recruiters, Respondent withdrew benefits of its employees.

(h) About September 2021, by removing the ability of store managers to order products and supplies for Respondent’s facility located at the Genesee Street store, Respondent withdrew benefits of its employees at that store.

(i) Since about September 15, 2021, Respondent, by support managers, at Respondent’s Buffalo facilities, has been disrupting “plays” called by shift supervisors.

(j) About October 2021, by transferring responsibility for scheduling employees to support managers at the Elmwood store, Respondent withdrew benefits of its employees at that store.

(k) Since about October 2021, Respondent has been imposing more onerous and rigorous terms and conditions of employment on its employees by requiring that employees get managerial approval before picking up shifts at other stores.

(l) About October 2021, by transferring responsibility for promoting employees from Shanley to support managers at the Elmwood store, Respondent withdrew benefits of its employees at that store.

(m) About October 2021, Respondent imposed more onerous and rigorous terms and conditions of employment on its employees at the Williamsville Place store by more strictly enforcing its policies for making drinks.

(n) About November 2021, by transferring responsibility for scheduling employees to support managers at the Williamsville Place store, Respondent withdrew benefits of its employees at that store.

(o) About November 6, 2021, by closing its Buffalo facilities early, Respondent reduced the compensation of its employees.

(p) About November 6, 2021, by requiring employees of its Buffalo facilities to pay for parking at a company-sponsored event, Respondent reduced compensation of its employees.

(q) Since about November 2021, Respondent has been withdrawing benefits of its employees by reducing the hours of employment for employees at Respondent's Buffalo facility located at the Elmwood store.

(r) About November 15, 2021, Respondent, by Hernberger and Mkrtumyan, by rescinding a promise of an extensive renovation of the Williamsville Place store, withdrew a promised benefit of employees at the store.

(s) About November 17, 2021, Respondent imposed more onerous and rigorous terms and conditions of employment on its employees by more strictly enforcing its policy regarding use of its “Playbuilder Tool.”

(t) About December 9, 2021, Respondent imposed more onerous and rigorous terms and conditions of employment on its employees by disconnecting the direct line for its store located at the Genesee Street store.

(u) About December 2, 2021, Respondent imposed more onerous and rigorous terms and conditions of employment on its employees at the Transit Commons store by requiring that they stand in the customer ordering line to order food while working.

(v) About February 7, 2022, Respondent, at the Delaware & Chippewa store, increased employees’ scheduled hours.

(w) Respondent engaged in the conduct described above in paragraph 12(a) through (v) because employees of Respondent formed the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

### 13. RETALIATION AGAINST INDIVIDUALS

(a) About the dates set forth opposite their names, Respondent promoted the employees named below:

<b>Names</b>	<b>Dates</b>	<b>New Job Title</b>
(i) Danelle Kanavel	August 23, 2022	Shift Supervisor
(ii) William Westlake	August 24, 2022	Barista Trainer

(b) About the dates set forth opposite their names, Respondent refused to allow the

employees named below to train new employees:

<b>Names</b>	<b>Dates</b>
(i) William Westlake	September 2021
(ii) Colin Cochran	November 2021

(c) About the dates set forth opposite their names, Respondent refused to approve or delayed approving the employees named below to transfer to another store:

<b>Names</b>	<b>Dates</b>
(i) Erin O’Hare	September 2021
(ii) Cory Johnson	September 22, 2022
(iii) Kaitlyn Baganski	January 2022

(d) About September 2021, Respondent refused to assign employee Erin O’Hare to a home store.

(e) Since about September 2021, Respondent has been reducing the shifts during which employee Gianna Reeve was assigned to be the “playcaller.”

(f) About the dates set forth opposite their names, Respondent issued verbal warnings to the employees named below:

<b>Names</b>	<b>Dates</b>
(i) Alexis Rizzo-Kruckow	September 2021
(ii) Gianna Reeve	November 2021
(iii) Danka Dragic	November 2021
(iv) Brian Murray	November 8, 2021
(v) Brian Murray	November 9, 2021
(vi) James Skretta	November 25, 2021
(vii) Angel Krempa	December 2021
(viii) Nicole Norton	December 15, 2021
(ix) Angel Krempa	February 16, 2021
(x) Angel Krempa	February 25, 2021

(g) About the dates set forth opposite their names, Respondent issued final written



warnings to the employees named below:

<b>Names</b>	<b>Dates</b>
(i) Alexis Rizzo-Kruckow	September 2021
(ii) Edwin “Minwoo” Park	December 3, 2021
(iii) Angel Krempa	December 6, 2021
(iv) James Skretta	February 18, 2022
(v) Róisín Doherty	March 26, 2022

(h) About the dates set forth opposite their names, Respondent sent home the employees named below prior to the end of their shifts:

<b>Names</b>	<b>Dates</b>
(i) Danka Dragic	October 11, 2021
(ii) Caroline Lerczak	October 12, 2021
(iii) Brian Murray	November 23, 2021
(iv) Brian Murray	November 24, 2021
(v) William Westlake	December 23, 2021

(i) About November 2021, Respondent imposed more onerous and rigorous terms and conditions of employment on its employees Angel Krempa and Minwoo Park by randomizing their shifts.

(j) About the dates set forth opposite their names, Respondent reduced the work hours of the employees named below:

<b>Names</b>	<b>Dates</b>
(i) Danka Dragic	November 2021
(ii) Caroline Lerczak	November 2021
(iii) Ryan Mox	January 2022
(iv) William Westlake	January 2022
(v) Elissa Pfleuger	January 2022
(vi) Joshua Pike	January 2022

(k) Since about November 2021, Respondent has been refusing to consider

employee Colin Cochran for a promotion to shift supervisor.

(l) About November 8, 2021, Respondent refused to permit employees Michelle Eisen, Cassie Fleischer, William Westlake, and Gianna Reeve to attend an antiunion meeting, thereby isolating them.

(m) About the dates set forth opposite their names, Respondent refused to allow the employees named below to work shifts at another store:

<b>Names</b>	<b>Dates</b>
(i) James Skretta	November 16, 2021
(ii) Rachel Cohen	January 1, 2021

(n) About the dates set forth opposite their names, Respondent issued written warnings to the employees named below:

<b>Names</b>	<b>Dates</b>
(i) Brian Murray	November 25, 2021
(ii) Nicole Norton	January 2, 2022

(o) About the dates set forth opposite their names, Respondent suspended the employees named below:

<b>Names</b>	<b>Dates</b>
(i) Brian Nuzzo	January 2022
(ii) Angel Krempa	March 15, 2022

(p) About the dates set forth opposite their names, Respondent terminated the employees named below:

<b>Names</b>	<b>Dates</b>
(i) Daniel Rojas Jr.	January 2022
(ii) Cassie Fleischer	February 20, 2022
(iii) Edwin "Minwoo" Park	March 21, 2022
(iv) Brian Nuzzo	March 21, 2022
(v) Nathan Tarnowski	March 30, 2022

(vi) Angel Krempa	April 1, 2022
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- (q) About January 13, 2022, Respondent investigated employee Gianna Reeve.
- (r) About January 31, 2022, Respondent granted employee Iliana Gomez a lower seniority wage increase than other employees received.
- (s) About mid-February, 2022, Respondent denied employee Mikaela Jazlyn Brisack's request to reduce her availability to two days.
- (t) About February 16, February 26, and March 14, 2022, Respondent denied employee Mikaela Jazlyn Brisack's leave requests.
- (u) About March 27, 2022, Respondent banned its employee Brian Nuzzo from all of Respondent's stores.
- (v) Respondent engaged in the conduct described above in paragraph 13(a) through (u) because employees of Respondent formed the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.
- (w) Respondent engaged in the conduct described above in paragraph 13(f)(vii), (f)(ix), (f)(x), (g)(iii), and (p)(vi) because Krempa testified at a Board hearing in Case 03-RC-285989.

#### **14. CONSTRUCTIVE DISCHARGE**

- (a) About April 16, 2022, Respondent, by Shanley, enforced a new minimum availability requirement for employee Kellen Montanye.
- (b) By the conduct described above in paragraph 14(a), Respondent caused the termination of its employee Montanye.
- (c) Respondent engaged in the conduct described above in paragraphs 14(a) and (b) because the named employees of Respondent formed the Union and engaged in concerted

activities, and to discourage employees from engaging in these activities.

### **15. BARGAINING UNIT DESCRIPTIONS/OBLIGATIONS**

(a) The following employees of Respondent (Elmwood Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and part-time Baristas and Shift Supervisors employed by the Employer at its 933 Elmwood Avenue, Buffalo, New York facility, excluding office clerical employees, guards, professional employees and supervisors as defined in the Act.

(b) On December 17, 2021, the Board certified the Union as the exclusive collective-bargaining representative of the Elmwood Unit.

(c) At all times since December 17, 2021, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Elmwood Unit.

### **16. FAILURE TO BARGAIN OVER CHANGES**

(a) Since about February 2022, Respondent has been implementing a minimum availability policy at the Elmwood store.

(b) The subject set forth above in paragraph 16(a) relates to wages, hours, and other terms and conditions of employment of the Elmwood Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 16(a) without first bargaining with the Union to an overall good-faith impasse for a collective-bargaining agreement.

**17. 8(a)(1) CONCLUSION**

By the conduct described above in paragraphs 6 through 10, 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

**18. 8(a)(3) CONCLUSION**

By the conduct described above in paragraphs 11 through 14, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act

**19. 8(a)(4) CONCLUSION**

By the conduct described above in paragraph 13(f)(vii), (f)(ix), (f)(x), (g)(iii), and (p)(vi), Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

**20. 8(a)(5) CONCLUSION**

By the conduct described above in paragraph 16, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

**21.**

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

**WHEREFORE**, the General Counsel further seeks an Order providing for all relief as may be just and proper to remedy the unfair labor practices alleged, including, but not limited to, requirements that Respondent:

(a) preserve and, within 14 days of a request, provide at the office designated by the Board or its agents, a copy of all payroll records, social security payroll 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 such Order. If requested, the originals of such records shall be provided to the Board or its agents in the same manner;

(b) make employees Cassie Fleischer, Angel Krempa, Kellen Montanye, Edwin “Minwoo” Park, Daniel Rojas Jr., Brian Nuzzo, and Nathan Tarnowski whole, including but not limited to, by reimbursement for consequential harm they incurred as a result of Respondent’s unlawful conduct;

(c) reimburse the discriminatees for reasonable consequential damages incurred by them as a result of the Respondent’s unlawful conduct;

(d) offer reinstatement to Cassie Fleischer, Angel Krempa, Kellen Montanye, Edwin “Minwoo” Park, Daniel Rojas Jr., Brian Nuzzo, and Nathan Tarnowski and, in the event a discharged discriminatee is unable to return to work, instate a qualified applicant of the Union’s choice;

(e) send employees Cassie Fleischer, Angel Krempa, Kellen Montanye, Edwin “Minwoo” Park, Daniel Rojas Jr., Brian Nuzzo, and Nathan Tarnowski letters of apology apologizing for any hardship or distress caused by their discharge, by U.S. Mail and email with a courtesy copy to Region 3, on Respondent’s letterhead and signed by a responsible official of Respondent;

(f) require Respondent to provide the Union with employee contact information, equal time to address employees if they are convened by Respondent for “captive audience” meetings

about union representation, and reasonable access to Respondent's bulletin boards and all places where notices to employees are customarily posted;

(g) provide ongoing training of employees, including supervisors and managers, both current and new, on employees' rights under the Act and compliance with the Board's Orders with an outline of the training submitted to the Agency in advance of what will be presented and that the Federal Mediation and Conciliation Service (FMCS) conduct such training;

(h) physically post the Notice to Employees at all of Respondent's facilities in the United States and its Territories and require the Notice to be posted for the length of the organizing campaign, and distribute the Notice to Employees and the Board's Orders to current and new supervisors and manager;

(i) electronically distribute the Notice to Employees to all employees employed by Respondent in the United States and its Territories by text messaging, posting on social media websites, and posting on internal apps and intranet websites, if Respondent communicates with its employees by such means;

(j) grant a Board Agent access to Respondent's facility and to produce records so that the Board Agent can determine whether Respondent has complied with posting, distribution, and mailing requirements;

(k) at a meeting or meetings scheduled to ensure the widest possible attendance, have Howard Schultz and/or Rossann Williams read the Notice to Employees and an Explanation of Rights to employees employed by Respondent at Respondent's facility on work time in the presence of a Board agent, a representative of the Union, or have a Board agent read the Notice to Employees and an Explanation of Rights to employees employed by Respondent at Respondent's facility on work time in the presence of a representative of the Union, Howard Schultz, and

Rossann Williams and make a video recording of the reading of the Notice to Employees and the Explanation of Rights, with the recording being distributed to employees by electronic means or by mail;

(l) as part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 16(a), require Respondent to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit;

**WHEREFORE**, the General Counsel requests an order requiring Respondent to restore the operation of the Galleria kiosk as it existed prior to September 2021.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before May 20, 2022, or postmarked on or before May 19, 2022.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that



the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a consolidated complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on July 11, 2022 at 10:00 a.m., at a place to be determined, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Buffalo, New York, this 6th day of May, 2022.

/s/LINDA M. LESLIE

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**LINDA M. LESLIE**  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 03  
130 S Elmwood Ave Ste 630  
Buffalo, NY 14202-2465

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Cases 03-CA-285671 et al

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.