

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 14**

STARBUCKS CORPORATION

and

WORKERS UNITED

**Cases 14-CA-294830
14-CA-296504
14-CA-296656
14-CA-297531
14-CA-299315
14-CA-299819
14-CA-308427
14-CA-311977**

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

On December 28, 2022, a Consolidated Complaint and Notice of Hearing issued in Cases 14-CA-294830, 14-CA-296504, and 14-CA-296656 alleging that Starbucks Corporation (Respondent) had engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. 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 those cases are further consolidated with Cases 14-CA-297531, 14-CA-299315, 14-CA-299819, 14-CA-308427, and 14-CA-311977 filed by Workers United (Union) which allege that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.

1.

(a) The charge in Case 14-CA-294830 was filed by the Union on April 28, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(b) The amended charge in Case 14-CA-294830 was filed by the Union on June 6, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(c) The charge in Case 14-CA-296504 was filed by the Union on May 26, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(d) The first amended charge in Case 14-CA-296504 was filed by the Union on June 9, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(e) The second amended charge in Case 14-CA-296504 was filed by the Union on July 1, 2022, and a copy was served on Respondent by U.S. mail on July 6, 2022.

(f) The third amended charge in Case 14-CA-296504 was filed by the Union on July 15, 2022, and a copy was served on Respondent by U.S. mail on July 18, 2022.

(g) The fourth amended charge in Case 14-CA-296504 was filed by the Union on December 12, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(h) The charge in Case 14-CA-296656 was filed by the Union on May 27, 2022, and a copy was served on Respondent by U.S. mail on May 31, 2022.

(i) The first amended charge in Case 14-CA-296656 was filed by the Union on October 20, 2022, and a copy was served on Respondent by U.S. mail on October 21, 2022.

(j) The second amended charge in Case 14-CA-296656 was filed by the Union on December 6, 2022, and a copy was served on Respondent by U.S. mail on December 7, 2022.

(k) The charge in Case 14-CA-297531 was filed by the Union on June 13, 2022, and a copy was served on Respondent by U.S. mail on June 14, 2022.

(l) The first amended charge in Case 14-CA-297531 was filed by the Union on October 20, 2022, and a copy was served on Respondent by U.S. mail on October 21, 2022.

(m) The second amended charge in Case 14-CA-297531 was filed by the Union on January 25, 2023, and a copy was served on Respondent by U.S. mail on January 26, 2023.

(n) The charge in Case 14-CA-299315 was filed by the Union on July 13, 2022, and a copy was served on Respondent by U.S. mail on July 14, 2022.

(o) The first amended charge in Case 14-CA-299315 was filed by the Union on August 1, 2022, and a copy was served on Respondent by U.S. mail on August 2, 2022.

(p) The second amended charge in Case 14-CA-299315 was filed by the Union on March 9, 2023, and a copy was served on Respondent by U.S. mail on the same date.

(q) The charge in Case 14-CA-299819 was filed by the Union on July 21, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(r) The first amended charge in Case 14-CA-299819 was filed by the Union on October 20, 2022, and a copy was served on Respondent by U.S. mail on October 21, 2022.

(s) The second amended charge in Case 14-CA-299819 was filed by the Union on February 21, 2023, and a copy was served on Respondent by U.S. mail on the same date.

(t) The charge in Case 14-CA-308427 was filed by the Union on December 7, 2022, and a copy was served on Respondent by U.S. mail on the same date.

(u) The first amended charge in Case 14-CA-308427 was filed by the Union on January 12, 2023, and a copy was served on Respondent by U.S. mail on the same date.

(v) The second amended charge in Case 14-CA-308427 was filed by the Union on March 2, 2023, and a copy was served on Respondent by U.S. mail on the same date.

(w) The charge in Case 14-CA-311977 was filed by the Union on February 10, 2023, and a copy was served on Respondent by U.S. mail on February 13, 2023.

2.

(a) At all material times, Respondent has been a Washington corporation with offices and places of business throughout the United States, including locations at 1123 NW 63rd Avenue, Nichols Hills, Oklahoma (Respondent's Nichols Hills Store), 132 NW 23rd Street, Oklahoma City, Oklahoma (Respondent's 23rd and Robinson Store), 3616 N. May Ave., Oklahoma City, OK (Respondent's 36th and May Store), and 3051 Classen Blvd., Norman, OK (Respondent's Norman Store), and has been engaged in operating public restaurants selling food and beverages.

(b) In conducting its operations during the 12-month period ending November 30, 2022, Respondent derived gross revenues in excess of \$500,000.

(c) During the 12-month period ending November 30, 2022, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its Nichols Hills Store goods valued in excess of \$50,000 directly from points outside of the State of Oklahoma.

(d) During the 12-month period ending November 30, 2022, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its 23rd and Robinson Store goods valued in excess of \$50,000 directly from points outside of the State of Oklahoma.

(e) During the 12-month period ending November 30, 2022, Respondent, in conducting its operations described in paragraph 2(a), purchased and received at its 36th and May Store goods valued in excess of \$50,000 directly from points outside the State of Oklahoma.

(f) During the 12-month period ending November 30, 2022, Respondent, in conducting its operations described in paragraph 2(a), purchased and received at its Norman Store goods valued in excess of \$50,000 directly from points outside the State of Oklahoma.

(g) 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.

3.

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

4.

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:

Michelle Hooker	-	Store Manager (Nichols Hills Store)
Nicholas "Jude" Judice	-	Store Manager (23 rd and Robinson Store)
Lars Bauer	-	Store Manager (23 rd and Robinson Store)
Kyle Sessions	-	District Manager
Daris Todd	-	District Manager
Tiffany Bartlett	-	District Manager
Adil Diaz	-	District Manager
Charlene Gibson	-	Store Manager (36 th and May Store)
Reggie Sielts	-	Store Manager Trainer (36 th and May Store)

Marcus Stanley	-	Store Manager (36 th and May Store)
Anthony Pirkle	-	Store Manager (Norman Store)
Megan Casad	-	Assistant Store Manager (Norman Store)

5.

(a) About December 9, 2021, Respondent, by Michelle Hooker, via text message prohibited employees from discussing the Union while permitting employees to talk about other non-work subjects.

(b) About December 9, 2021, Respondent, by Michelle Hooker, via phone, prohibited employees from discussing the Union while permitting employees to talk about other non-work subjects.

6.

Respondent, by the individuals named below, about the dates and in the locations opposite their names, interrogated employees about their protected, concerted, and/or union activities and the protected, concerted and/or union activities of other employees:

AGENT	DATE	LOCATION
(a) Michelle Hooker	Between December 9, 2021 and February 5, 2022, a more precise date currently unknown to the General Counsel	Via Phone
(b) Daris Todd	March 17, 2022	Nichols Hills Store
(c) Michelle Hooker	About April 3, 2022	Via Phone

(d) Adil Diaz	In April 2022, a more precise date currently unknown to the General Counsel	Norman Store
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7.

About March 2022, a more precise date currently unknown to the General Counsel, Respondent, through Daris Todd, at Respondent’s Nichols Hills Store,

(a) Threatened employees with the loss of previously announced pay raises if they selected the Union as their bargaining representative.

(b) By telling employees that they would not get a better contract than what had been negotiated at a Starbucks’ Store in Canada, informed its employees that it would be futile for them to select the Union as their bargaining representative.

8.

Respondent, by the individuals named below, about the date(s) and at the locations opposite their names, prohibited employees from recording conversations under Respondent’s no recording policy:

AGENT	DATE	LOCATION
(a) Daris Todd and Kyle Sessions	March 2022, a more precise date currently unknown to the General Counsel	Nichols Hills Store
(b) Daris Todd and Kyle Sessions	March 17, 2022	Nichols Hills Store
(c) Daris Todd and Kyle Sessions	April 5, 2022	Nichols Hills Store
(d) Kyle Sessions	April 18, 2022	23 rd and Robinson Store
(e) Kyle Sessions	April 22, 2022	23 rd and Robinson Store
(f) Kyle Sessions	May 12, 2022	Renaissance Hotel 6300 Waterford Blvd.

		Oklahoma City, OK
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9.

Respondent, by the individuals named below, about the dates and in the locations opposite their names, threatened employees with unspecified reprisal if they declined to listen to employer speech concerning employee exercise of Section 7 rights:

AGENT	DATE	LOCATION
(a) Kyle Sessions and Daris Todd	Around March 2022, a more precise date currently unknown to the General Counsel	Nichols Hills Store
(b) Kyle Sessions and Daris Todd	March 17, 2022	Nichols Hills Store
(c) Kyle Sessions and Daris Todd	April 5 2022	Nichols Hills Store
(d) Michelle Hooker	Around April 2022, a more precise date currently unknown to the General Counsel	Nichols Hills Store
(e) Kyle Sessions	April 18, 2022	23 rd and Robinson Store
(f) Kyle Sessions	April 22, 2022	23 rd and Robinson Store
(g) Kyle Sessions	May 11, 2022	23 rd and Robinson Store
(h) Charlene Gibson	April 12, 2022	36 th and May Store
(i) Kyle Sessions, Marcus Stanley, and Reggie Sields	May 12, 2022	Renaissance Hotel 6300 Waterford Blvd. Oklahoma City, OK
(j) Adil Diaz, Anthony Pirkle	April 2022, a more precise date currently unknown to the General Counsel	Norman Store
(k) Tiffany Bartlett, Anthony Pirkle	May 31, 2022	Norman Store

10.

About March 17, 2022, Respondent, through Daris Todd, at Respondent's Nichols Hills Store, threatened employees with job loss if they selected the Union as their bargaining representative.

11.

Respondent, by the individuals named below, about the dates and at the locations opposite their names, 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:

AGENT	DATE	LOCATION
(a) Kyle Sessions and Daris Todd	March 17, 2022	Nichols Hills Store
(b) Kyle Sessions and Daris Todd	April 5, 2022	Nichols Hills Store
(c) Kyle Sessions	April 22, 2022	23 rd and Robinson Store
(d) Tiffany Bartlett and Anthony Pirkle	May 31, 2022	Norman Store

12.

In or about April 2022, a more precise date currently unknown to the General Counsel, Respondent, through Anthony Pirkle, at the Norman Store,

(a) By telling employees that they would not be able to obtain changes to wages and benefits during the term of a contract, informed its employees that it would be futile for them to select the Union as their bargaining representative.

(b) Threatened its employees with a loss of benefits if they selected the Union as their bargaining representative by telling employees that they would not be able to obtain changes to wages and benefits while the contract was being negotiated.

13.

Respondent, by the individuals named below, about the dates and at the locations opposite their names, threatened employees with loss of access to Respondent if they selected the Union as their bargaining representative:

AGENT	DATE	LOCATION
(a) Kyle Sessions and Daris Todd	About April 5, 2022	Nichols Hills Store
(b) Michelle Hooker	About April 5, 2022	Nichols Hills Store
(c) Kyle Sessions	About May 11, 2022	23 rd and Robinson Store
(d) Anthony Pirkle	About May 31, 2022	Norman Store

14.

Respondent, by Nicholas “Jude” Judice, on the dates set forth below, at Respondent’s 23rd and Robinson Store, told employees that shift supervisor meetings were cancelled because employees engaged in union activities:

(a) About April 12, 2022.

(b) About May 9, 2022.

15.

About April 22, 2022, Respondent, through Kyle Sessions, at Respondent’s 23rd and Robinson Store,

(a) By telling employees that the Union could assist with only pay and benefits, informed its employees that it would be futile for them to select the Union as their bargaining representative.

(b) Threatened employees with the loss of the ability to transfer to other stores if they selected the Union as their bargaining representative.

16.

About May 11, 2022, Respondent, through Kyle Sessions, at Respondent's 23rd and Robinson Store, threatened employees with the loss of enhanced benefits announced for non-unionized facilities, if they selected the Union as their bargaining representative.

17.

About May 12, 2022, Respondent, through Kyle Sessions, at the Renaissance Hotel, 6300 Waterford Blvd., Oklahoma City, OK,

(a) By stating that Respondent would not bargain over policies or procedures, informed its 36th and May Store employees that it would be futile for them to select the Union as their bargaining representative.

(b) By stating that bargaining would take 12 to 14 months and employees would not be eligible for improved benefits during bargaining, informed its 36th and May Store employees that it would be futile for them to select the Union as their bargaining representative.

(c) Made coercive statements to 36th and May Store employees that Respondent was legally obligated to tell employees the truth but the Union was allowed to lie to employees to undermine support for the Union.

(d) Threatened its 36th and May Store employees with discipline if they recorded Respondent's meeting.

(e) Threatened to withhold previously announced wage and benefit enhancements from its 36th and May Store employees if they elected the Union as their bargaining representative.

(f) Threatened to withhold previously announced wage and benefit enhancements from its 36th and May Store employees while the petition for representation was pending.

(g) Threatened to withhold future wage and benefit enhancements from its 36th and May Store employees while a petition for representation is pending.

(h) Threatened its 36th and May Store employees with loss of flexibility if they selected the Union as their bargaining representative.

18.

On or about May 31, 2022, Respondent, by Kyle Sessions, at Renaissance Hotel, 6300 Waterford Blvd., Oklahoma City, Oklahoma, promised its 36th and May Store employees the following if they rejected the Union as their bargaining representative:

- (a) Meetings with the District Manager for partner development and promotional opportunities;
- (b) New training benefits,
- (c) Immediate eligibility for enhanced benefits announced by Respondent,
- (d) Remedies for grievances raised by employees regarding training,
- (e) Additional staffing to ensure employees could maximize new training benefits being offered.

19.

About May 31, 2022, Respondent, through Tiffany Bartlett and Anthony Pirkle, at Respondent's Norman Store,

(a) Made statements intended to discourage support for the Union and union activity by disparaging employees engaged in union activity,

(b) By telling employees that a Union contract would only cover pay and benefits, informed its employees that it would be futile for them to select the Union as their bargaining representative

20.

About May 31, 2022, Respondent, through Tiffany Bartlett, at Respondent's Norman Store, by telling employees how long it takes to negotiate a contract and that they would not be able to obtain changes to wages and benefits during the time the contract is negotiated, informed its employees that it would be futile for them to select the Union as their bargaining representative.

21.

On July 12, 2022, Respondent, through District Manager Kyle Sessions, at Respondent's 23rd and Robinson Store,

(a) Threatened employees with stricter enforcement of policies,

(b) By stating that Respondent would not bargain over policies or procedures, informed its 23rd and Robinson Store employees that it had been futile for them to select the Union as their bargaining representative,

(c) By stating that it would take a year for negotiations to even begin, informed its 23rd and Robinson Store employees that it had been futile for them to select the Union as their bargaining representative.

22.

On July 28, 2022, Respondent, through Lars Bauer, at Respondent's 23rd and Robinson Store, threatened employees with discipline if they continued to post Union literature in the back of the store.

23.

In late July 2022, a more precise date currently unknown to the General Counsel, Respondent, through Michelle Hooker, at Respondent's Nichols Hills Store,

(a) Threatened employees with unspecified reprisal if they continued to post union literature in the back of the store,

(b) By telling employees that the names of every person continuing to post union literature had been requested by a District Manager, created an impression among its employees that their union activities were under surveillance by Respondent.

24.

At all material times, starting at page 28 of its Partner Guide, "Dress Code and Personal Appearance" rules (Dress Code Rules), Respondent has maintained the following rule:

General Appearance, Colors and Materials

Starbucks partners are expected to present a clean, neat and professional appearance when starting every shift. Clothing must fit properly and be clean, hemmed, wrinkle-free, in good repair, and safe and appropriate for a food service environment.

Clothing colors must fall within a general color palette that includes white (for tops only), black, gray, navy blue, brown or khaki (tan). Other colors are only allowed as a small accent on shoes or for accessories (ties, scarves, socks, etc.)

Aprons

Upon hire, each partner will receive two or more aprons in good condition (free of holes, tears, stains, etc.). A clean, wrinkle-free apron is required at the beginning

of each shift. The laundering and maintenance of aprons is the responsibility of each partner.

The apron must be worn at all times while working, but removed while on a rest or meal period, while in the restroom, or while removing or taking out the trash. The apron must be worn full length; it may not be folded in half or tied in front.

The partner should check with the store manager on apron standards and guidelines, such as names on aprons. No other modifications should be made to the apron itself unless specifically permitted by the apron guidelines.

Upon separation from employment, the partner must return all aprons in good condition (other than normal wear and tear).

Shirts, Sweaters and Jackets

Shirts must be clean, wrinkle free, and in a style appropriate for food service that allows freedom of movement but does not present a safety hazard. Shirts must cover the mid section when arms are raised. Sleeves must cover the armpits. Sweatshirts and hooded shirts are not acceptable. 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. Starbuckscoffee.com offers reasonably priced, dress code approved shirts for sale. Partners can also check the site for information on retail clothing discounts through vendor partnerships.

Pants, Shorts, Skirts, and Dresses

Pants, shorts and skirts must be practical for food service, durable, and fit comfortably without rips, tears, patches or distress. Solid colors within the color palette are allowed, except white. Athletic wear and stretchy-fabric leggings worn alone are not allowed.

Pants must not drag on the floor. Shorts and skirts must not be shorter than four inches above the knees. Dresses must follow the requirements for shirts and skirts.

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Footwear

Footwear should provide support, comfort and safety. Shoes in leather, faux leather, suede, rubber or similar waterproof materials must have closed toes and closed, flat heels, providing as much coverage to the top of the foot as possible. Shoes or boots must be within the color palette (except white) and may have a small amount of accent color.

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Pins

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 fashioned.

Partners are not permitted to wear buttons or pins that advocate a political, religious or personal issue.

25.

Respondent, by the individuals named below, about the date(s) and at the locations opposite their names enforced the Dress Code Rules described above in Paragraph 24 selectively and disparately by applying it more strictly against employees who formed, joined, or assisted the Union, and/or by prohibiting union insignia and logos while allowing nonunion insignia and logos:

AGENT	DATE	LOCATION
(a) Michelle Hooker	April 23, 2022	Nichols Hills Store
(b) Nicholas “Jude” Judice	May 9, 2022	23 rd and Robinson Store

26.

Since October 2022, Respondent, through Michelle Hooker, at Respondent’s Nichols Hills Store, enforced the Pin Policy described above in Paragraph 24 selectively and disparately by applying it more strictly against employees who formed, joined, or assisted the Union or engaged in protected, concerted activity, and/or by prohibiting a personal pin worn in furtherance of union and/or other protected concerted activity, while allowing other personal pins to be worn.

27.

At all material times, starting at page 36 of its Partner Guide, “Soliciting/Distributing Notices” (Posting Policy) 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 are 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 non-partner to stop or leave the store.

28.

In mid-July 2022, a more precise date currently unknown to the General Counsel, Respondent, by Michelle Hooker, at Respondent’s Nichols Hills Store, enforced the Posting Policy described above in Paragraph 27 selectively and disparately by applying it more strictly against employees who formed, joined, or assisted the Union, and/or by prohibiting the posting of union literature while allowing other non-work literature to be posted.

29.

(a) About January 6, 2022, Respondent issued a coaching to its employee Avery Norman.

(b) About February 5, 2022, Respondent discharged its employee Avery Norman.

(c) Respondent engaged in the conduct described above in paragraphs 29(a) and (b) because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

30.

(a) From about April 12, 2022 through June 1, 2022, Respondent, at Respondent's 23rd and Robinson Store, eliminated shift meetings from the schedule.

(b) Since about April 27, 2022, Respondent, at Respondent's Norman Store, more strictly enforced its policies regarding the dress code.

(c) Since about May 3, 2022, Respondent, at Respondent's Norman Store, more strictly enforced its policies regarding aprons.

(d) On about June 20, 2022, Respondent, at Respondent's 23rd and Robinson Store, changed the Time and Attendance Policy and Call-In Policy .

(e) Since about mid-July 2022, a more precise date currently unknown to the General Counsel, Respondent, at Respondent's Nichols Hills Store, more strictly enforced its policies and practices regarding the posting of union literature at the back of the store.

(f) Since about July 18, 2022, Respondent, at Respondent's 23rd and Robinson Store more strictly enforced its policies and practices regarding the posting of union literature at the back of the store.

(g) Since about October 2022, a more precise date currently unknown to the General Counsel, Respondent, at Respondent's Nichols Hills Store, more strictly enforced its policy regarding the wearing of pins.

(h) Respondent engaged in the conduct described above in paragraphs 30(a) through (g) because the employees of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

31.

(a) The following employees of Respondent at its Nichols Hills Store (Nichols Hills 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 regular part-time hourly Baristas and Shift Supervisors employed by the Employer at 1123 NW 63rd Ave., Oklahoma City, OK 73116 (Store 6490 - often referred to as “Nichols Hills”) but excluding all Store Managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act, and all other employees.

(b) On April 7, 2022, a representation election by mail ballot was conducted among the employees in the Nichols Hills Unit, on May 6, 2022, the mail ballots were counted, and, on August 5, 2022, the Union was certified as the exclusive collective-bargaining representative of the Nichols Hills Unit.

(c) At all times since August 5, 2022, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Nichols Hills Unit.

32.

(a) The following employees of Respondent at its 23rd and Robinson Store (Robinson 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 regular part-time hourly Baristas and Shift Supervisors employed by the Employer at 132 NW 23rd St., Oklahoma City, OK (Store 61431), but EXCLUDING all Store Managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act.

(b) On April 29, 2022, a representation election by mail ballot was conducted among employees in the Robinson Unit, on May 31, 2022, the mail ballots were counted, and, on June

21, 2022, the Board certified the Union as the exclusive collective-bargaining representative of the Robinson Unit.

(c) At all times since June 21, 2022, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Robinson Unit.

33.

(a) The following employees of Respondent at its 36th and May Store (36th and May 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 regular part-time hourly Baristas and Shift Supervisors employed by Starbucks Corporation at 3616 N May Avenue, Oklahoma City, OK 73112 (Store #14406 - often referred to as "36th & May"), but EXCLUDING all Store Managers, office clerical employees, professional employees, guards, and supervisors as defined by the Act.

(b) On May 16, 2022, a representation election by mail ballot was conducted among the employees in the 36th and May Unit, on June 14, 2022, the mail ballots were counted, and, on June 28, 2022, the Union was certified as the exclusive collective-bargaining representative of the 36th and May Unit.

(c) At all times since June 28, 2022, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the 36th and May Unit.

34.

(a) About June 20, 2022, Respondent changed the Time and Attendance Policy for employees of the Robinson Unit.

(b) About June 20, 2022 Respondent changed the Call-In Policy for employees of the Robinson Unit.

(c) About July 18, 2022, Respondent changed its Posting Rule for employees of the Robinson Unit.

(d) About July 18, 2022, Respondent changed its Dress Code Policy for employees of the Robinson Unit.

(e) The subjects set forth above in paragraphs 34(a) through (d) relate to wages, hours, and other terms and conditions of employment of the Robinson Unit and are mandatory subjects for the purposes of collective bargaining.

(f) Respondent engaged in the conduct described above in paragraphs 34(a) through (d) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

35.

(a) About mid-July 2022, Respondent changed the Posting Policy for employees of the Nichols Hills Unit.

(b) The subject set forth above in paragraph 35(a) relates to wages, hours, and other terms and conditions of employment of the Nichols Hills Unit and is a mandatory subject for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 35(a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

36.

(a) Since about July 5, 2022, the Union, on behalf of the Robinson Unit, has requested in writing that Respondent furnish the Union with the following information:

- Electronic and paper documents showing the instances in which baristas and shift supervisors have been late or “called in” to their scheduled shifts at our store for the past 6 months.
- The reason(s) why Starbucks wishes to implement changes to the time and attendance, call-in and/or shift swap policy.

(b) The information requested by the Union, as described above in paragraph 36(a) is necessary for, and relevant to, the Union’s performance of its duties as the exclusive collective-bargaining representative of the Robinson Unit.

(c) Since about July 5, 2022, Respondent, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 36(a).

37.

(a) Since about September 20, 2022, the Union has requested via email that Respondent furnish the Union with the following information: “tip sheets (or information showing the tip amount per hour worked) for the 36th & May store for the past year.”

(b) The information requested by the Union, as described above in paragraph 37(a) is necessary for, and relevant to, the Union’s performance of its duties as the exclusive collective-bargaining representative of the 36th and May Unit.

(c) Since about September 20, 2022, Respondent, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 37(a).

38.

By the conduct described above in paragraphs 5 through 23, 25, 26, and 28, 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.

39.

By the conduct described above in paragraphs 29 and 30, Respondent has been discriminating in regard to 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.

40.

By the conduct described above in paragraphs 34 through 37, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its Robinson and Nichols Hills Unit employees in violation of Section 8(a)(1) and (5) of the Act.

41.

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

42. .

The General Counsel seeks, as part of the remedy for Respondent's unfair labor practices alleged above, an Order requiring Respondent to:

(a) Electronically post the Notice to Employees if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, text message, website, or intranet to communicate with those employees;

(b) Electronically distribute the Notice to Employees to all employees employed by Respondent by text messaging, posting on social media websites, and posting on internal apps and any other means by which Respondent communicates with its employees;

(c) At a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative Kyle Sessions read the Notice to Employees and an Explanation of Rights to employees at Respondent's Nichols Hills Store on worktime in the presence of a Board agent, a representative of the Union, Michelle Hooker, and Daris Todd. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified in paragraph 4, specifically Michelle Hooker, Daris Todd, and Kyle Sessions. Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

(d) At a meeting or meetings scheduled to ensure the widest possible attendance, require Respondent's representative Kyle Sessions read the Notice to Employees and an Explanation of Rights to employees at Respondent's 23rd and Robinson Store on worktime in the presence of a Board agent, and a representative of the Union. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified in paragraph 4, specifically Kyle Sessions and Lars Bauer. Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

(e) At a meeting or meetings scheduled to ensure the widest possible attendance, require Respondent's representative Kyle Sessions read the Notice to Employees and an Explanation of Rights to employees at Respondent's 36th and May Store on worktime in the presence of a Board agent, a representative of the Union, Charlene Gibson, Reggie Sields, and Marcus Stanley. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified in paragraph 4, specifically Kyle Sessions, Charlene Gibson, Reggie Sields, and Marcus Stanley.

Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

(f) At a meeting or meetings scheduled to ensure the widest possible attendance, require Respondent's representative Tiffany Bartlett read the Notice to Employees and an Explanation of Rights to employees at Respondent's Norman Store on worktime in the presence of a Board agent, a representative of the Union, Adil Diaz, Anthony Pirkle, and Megan Casad. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified in paragraph 4, specifically Tiffany Bartlett, Adil Diaz, Anthony Pirkle, and Megan Casad. Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

(g) Conduct a training session for its managers and supervisors on their obligations under the Act;

(h) Allow a duly-appointed Board agent to enter the Respondent's facilities, during the 60 day posting period, at reasonable times and in a manner not to unduly interfere with the Respondent's operations, for the limited purpose of determining whether the Respondent is in compliance with the notice posting, distribution, and mailing requirements.

(i) Make whole Avery Norman including, but not limited to, reimbursement of direct or foreseeable consequential damages he incurred as a result of Respondent's unlawful conduct.

(j) Draft and send a letter to Avery Norman apologizing to him for his discharge and any hardship or distress it caused and provide a copy of the letter to the Regional Director within 14 days of distribution.

(k) Make whole shift supervisors employed at Respondent's 23rd and Robinson Store between April 12, 2022 and June 1, 2022, including, but not limited to, reimbursement of direct

and foreseeable consequential damages they incurred as a result of Respondent's unlawful conduct.

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

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 Order Consolidating Cases, Consolidated Complaint and Notice of Hearing. The answer must be **received by this office on or before March 24, 2023.**

Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. 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 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 complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **April 11, 2023, at 9:00am**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board, at United States District Court, Western District of Oklahoma, 200 NW 4th Street, Third Floor Hearing Room, Oklahoma City, OK . At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this 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: March 10, 2023



SUSAN A. WADE-WILHOIT
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 14/SUBREGION 17
8600 FARLEY STREET, SUITE 100
OVERLAND PARK, KS 66212-4677

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 14-CA-294830 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.

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, 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.