

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

**WAL-MART STORES, INC.
Respondent**

and

**Cases 16-CA-096240
16-CA-105873
16-CA-108394
16-CA-113087
26-CA-093558**

**THE ORGANIZATION UNITED FOR RESPECT
AT WALMART (OUR WALMART)
Charging Party**

**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 16-CA-096240, 16-CA-105873, 16-CA-108394, 16-CA-113087 and 26-CA-093558, which are filed by The Organization United for Respect at Walmart (OUR Walmart) (Charging Party) against Wal-Mart Stores, Inc. (Respondent) are consolidated.

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

1.

The charges in the above cases were filed by the Charging Party, as set forth in the following table, upon Respondent, on the dates indicated:

Charge	Amended	Date Filed	Date Served
16-CA-096240		January 11, 2013	January 11, 2013
16-CA-105873		May 22, 2013	May 24, 2013
16-CA-105873	First amended	June 10, 2013	June 11, 2013
16-CA-108394		July 2, 2013	July 2, 2013
16-CA-113087		September 10, 2013	September 11, 2013
26-CA-093558		November 20, 2012	November 21, 2012

2.

A. At all material times, Respondent has been a corporation with an office and place of business in Bentonville, Arkansas, and various store locations throughout the United States, and has been engaged in the retail sale and distribution of consumer goods, groceries and related products and services.

B. In conducting its operations during the 12-month period ending November 30, 2013, Respondent derived gross revenues in excess of \$500,000.

C. In conducting its operations during the 12-month period ending November 30, 2013, Respondent purchased and received at its Ennis, Texas facility goods valued in excess of \$5,000 directly from points outside the State of Texas.

D. 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 following individuals held the positions set forth opposite their respective names and at the respective locations 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):

Name	Location	Position
David Tovar	Home Office Bentonville, AR	Vice President
Stan Francis	Store No. 286 – Ennis, TX	Visiting Store Manager
Johnny Berley	Store No. 286 – Ennis, TX	Assistant Manager
Joe Thompson	Store No. 431 – Paducah, KY	Store Manager
Robert “Bobby” Delicino	Store No. 471 – Lancaster, TX	Store Manager
Alex Mireles	Store No. 471 – Lancaster, TX	Shift Manager
Colin Warren	Store No. 471 – Lancaster, TX	Visiting Store Manager
Monica Salas	Store No. 471 – Lancaster, TX	Assistant Manager
Carl Hardiman	Store No. 471 – Lancaster, TX	Assistant Manager
LaJuan Stewart	Store No. 471 – Lancaster, TX	Shift Manager
Larry Rector	Store No. 825 – Danville, KY	Store Manager
Nick Yockum	Store No. 949 – Dallas, TX	Assistant Store Manager
Edward “Ed” Johnson	Store No. 1102 – Baker, LA	Store Manager
Martha Teer	Store No. 1102 – Baker, LA	Assistant Manager
Robert (last name unknown)	Store No. 1527 – Elizabeth City, NC	Assistant Manager
Tina Marie Parsons	Store No. 1590 – Hialeah, FL	Assistant Manager
Cathy Slater	Store No. 1735 – Wheeling, IL	Store Manager
Robert Gawel	Store No. 1735 – Wheeling, IL	Assistant Manager
Frank Durst	Store No. 1985 – Laurel, MD	Store Manager
Jigsa Eshete	Store No. 1985 – Laurel, MD	Shift Manager
Steve Leake	Store No. 2110 – Paramount, CA	Store Manager
Donald Porras	Store No. 2110 – Paramount, CA	Shift Manager
Aaron Bornhoft	Store No. 2418 – Placerville, CA	Assistant Manager
Tammy Hileman	Store No. 2418 – Placerville, CA	Store Manager
Kristy Giessman	Store No. 2418 – Placerville, CA	Assistant Manager
Kathy Sanchez	Store No. 2418 – Placerville, CA	Assistant Manager
Kelly Hulsing	Store No. 2418 – Placerville, CA	Assistant Manager
Anthony Jackson	Store No. 2450 – Bellingham, WA	Store Manager
Alleen Sims	Store No. 2450 – Bellingham, WA	Assistant Manager
Chris Fewell	Store No. 2571 – Federal Way, WA	Store Manager

Name	Location	Position
Joanne Crawley	Store No. 2571 – Federal Way, WA	Assistant Manager
Vicki Graham	Store No. 2596 – Mt. Vernon, WA	Assistant Manager
Anthony Delia	Store No. 2609 – Lakewood, CA	Store Manager
Sonja Gregory	Store No. 2609 – Lakewood, CA	Assistant Manager
Rosie Atkins	Store No. 2886 - Pico Rivera, CA	Assistant Manager
Christopher Mason	Store No. 2886 - Pico Rivera, CA	Store Manager
James Vail	Store No. 2903 – Chelmsford, MA	Store Manager
Kapiolani ("KJ") Faiaipau	Store No. 2989 – Fremont, CA	Store Manager
Leo Coral	Store No. 2989 – Fremont, CA	Assistant Manager
Fabio (Last Name Unknown)	Store No. 2989 – Fremont, CA	HR Manager
Shane (Last Name Unknown)	Store No. 3098 – Bellevue, WA	Store Manager
Marilen Hofstrand	Store No. 3098 – Bellevue, WA	Assistant Manager
Yulexy Moreno	Store No. 3235 – Miami, FL	Store Manager
Nathaniel Baker	Store No. 3235 – Miami, FL	Assistant Manager
Kim (Last Name Unknown)	Store No 3411 – Port Angeles, WA	Store Manager
Robert Wainaina	Store No. 3455 – Richmond, CA	Store Manager
Kevin Taw	Store No. 3455 – Richmond, CA	Assistant Manager
Sherry (Last Name Unknown)	Store No. 3533 – Denver, CO	Store Manager
James Deangelo	Store No. 3601 – Crestwood, IL	Assistant Manager
Randy St. Clair	Store No. 4215 – Quinlan, TX	Store Manager
Jason Kelly	Store No. 4215 – Quinlan, TX	Store Manager
Ross Lee	Store No. 4253 – Sauk Centre, MN	Store Manager
Josh Wisster	Store No. 4609 – Cincinnati, OH	Assistant Manager
Scott Laviano	Store No. 5278 Chicopee, MA	Store Manager
Priscilla Dibble	Store No. 5334 – Aurora, CO	Assistant Manager
Bonnie Engle	Store No. 5404 - Glenwood, IL	Store Manager
James McAlpine	Store No. 5404 - Glenwood, IL	Assistant Manager
Robert “Tyler” Allen	Store No. 5434 – San Leandro, CA	Store Manager
Vanessa Lugo	Store No. 5434 – San Leandro, CA	Assistant Manager
Rashila Chadhary	Store No. 5434 – San Leandro, CA	Assistant Manager
Pratik Joshi	Store No. 5485 - Evergreen Park, IL	Assistant Manager

Name	Location	Position
Brent (Last Name Unknown)	Store No. 5485 - Evergreen Park, IL	Assistant Manager
Lauren (Last Name Unknown)	Store No. 5485 - Evergreen Park, IL	Assistant Manager
Josh Moon	Store No. 5781 – Chicago, IL	Store Manager

4.

A. Respondent, by Shift Manager LaJuan Steward and Assistant Manager Carl Hardiman, at Respondent’s Store 471 - Lancaster, Texas facility:

1. On November 17, 2012, threatened and coerced its employees that employees’ striking and picketing activities were under review;

2. On November 18, 2012, threatened and coerced its employees that employees’ striking and picketing activities were under review; and

3. On November 19, 2012, threatened and coerced its employees that employees’ striking and picketing activities were under review.

B. Respondent, by Vice President Tovar:

1. On November 19, 2012, via television, threatened its employees with unspecified reprisals if they engaged in concerted activities and/or engaged in activities for mutual aid and protection.

2. On November 20, 2012, via television, threatened its employees with unspecified reprisals if they engaged in concerted activities and/or engaged in activities for mutual aid and protection.

C. On or about November 19, 2013, Respondent, by Assistant Manager Rashila Chadhary at Respondent’s Store No. 5434 – San Leandro, California, threatened its employees who were absent because of a strike that they would be subject to discipline.

D. On or about November 19, 2013, Respondent, by Assistant Manager Nick Yockum at Respondent's Store 949 – Dallas, Texas, threatened and coerced employees by stating that employees who went on strike would be fired.

E. On or about February 2013, more specific dates being unknown to the undersigned, Respondent announced a policy and interfered with employee rights to strike when its managers, assistant managers, and shift managers, at various locations throughout the country including, but not limited to those set forth below, read a corporate memorandum, which provided, in pertinent part:

... it is very important for you to understand that the Company does not agree that these hit-and-run work stoppages are protected, and now that it has done the legal thinking on the subject, it will not excuse them in the future...Should you participate in further union-orchestrated intermittent work stoppages that are part of a common plan or design to disrupt and confuse the Company's business operations, you should expect that the Company will treat any such absence as it would any other unexcused absence...[T]he Company does not believe that these union-orchestrated hit-and-run work stoppages are protected activity.

1. Store Manager Bobby Delicino at Store No. 471 – Lancaster, Texas;
2. Shift Manager Alex Mireles at Store No. 471 – Lancaster, Texas;
3. Store Manager Frank Durst, with Shift Manager Jigsa Eshete present, at Store No. 1985 – Laurel, Maryland;
4. Store Manager Steve Leake, with Shift Manager Donald Porras present, at Store No. 2110 – Paramount, California;
5. Assistant Manager Aaron Bornhoft, with Assistant Manager Kelly Hulsing present, at Store No. 2418 – Placerville, California;
6. Store Manager Chris Fewell at Store No. 2571 – Federal Way, Washington;

7. Assistant Manager Joanne Crowley at Store No. 2571 – Federal Way, Washington;
8. Store Manager Kapiolani “KJ” Faiaipau, with Assistant Manager Leo Coral present, at Store No. 2989 – Fremont, California;
9. Store Manager Robert Wainaina, with Assistant Manager Kevin Taw present, at Store No. 3455 – Richmond, California;
10. Store Manager Bonnie Engle, with Assistant Manager James McAlpine present, at Store No. 5404 - Glenwood, Illinois; and,
11. Store Manager Pratik Joshi, with a co-manager present, at Store No. 5485 - Evergreen Park, Illinois.

5.

Since May 2013, the Employer promulgated and maintained a policy that treats absences for participation in protected strikes as unexcused absences.

6.

From about May 29, 2013 to about June 8, 2013, Respondent’s employees employed at various store locations throughout the country ceased work concertedly and engaged in a strike.

7.

Store No. 286 – Ennis, Texas

A. On or about June 1, 2013 through June 8, 2013, Respondent’s employee Cody Shimmel engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent disciplined Shimmel by giving him a Third Written Coaching for attendance.

8.

Store No. 431 – Paducah, Kentucky

A. On or about May 29 through June 8, 2013, Respondent's employee Trina Vetato engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 23, 2013, Respondent disciplined Vetato by issuing a verbal warning for absences.

C. On or about August 21, 2013, Respondent disciplined Vetato by issuing her a Second Written Coaching for absences.

9.

Store No. 471 - Lancaster, Texas

A. On or about June 2, 2013 through June 10, 2013, Respondent's employee Javon Adams engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent discharged Adams.

10.

Store No. 471 – Lancaster, Texas

A. On or about May 6, 2013 through May 9, 2013, Respondent's employee Marc Bowers engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about May 10, 2013, Respondent disciplined Bowers by issuing him a Third Written Coaching for attendance.

11.

Store No. 471 – Lancaster, Texas

- A. On or about May 31, 2013 through June 10, 2013, Respondent's employee Marc Bowers engaged in protected concerted activity by striking in protest of wages and working conditions.
- B. On or about June 22, 2013, Respondent discharged Bowers.

12.

Store No. 471 – Lancaster, Texas

- A. On or about May 6, 2013 through May 9, 2013, Respondent's employee Colby Harris engaged in protected concerted activity by striking in protest of wages and working conditions.
- B. On or about May 10, 2013, Respondent disciplined Harris by issuing him a second written warning.

13.

Store No. 471 – Lancaster, Texas

- A. Harris engaged in the concerted activities described above in paragraph 12 A.
- B. On or about June 1, 2013 through 7, 2013, Harris engaged in protected concerted activity by striking in protest of wages and working conditions.
- C. On or about June 21, 2013, Respondent disciplined Harris by issuing him a third written coaching for attendance.
- D. On or about September 1, 2013, Respondent discharged Harris.

14.

Store No. 471 – Lancaster, Texas

A. On or about June 1, 2013 through June 10, 2013, Respondent's employee Vanzell Johnson engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Johnson by issuing him a verbal warning.

15.

Store No. 471 – Lancaster, Texas

A. On or about June 1, 2013 through June 10, 2013, Respondent's employee Christopher Collins engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about September 1, 2013, Respondent discharged Collins.

16.

Store No. 825 – Danville, Kentucky

A. On or about May 31, 2013 through June 8, 2013, Respondent's employee Aaron Lawson engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 17, 2013, Respondent disciplined Lawson by issuing him a personal discussion for attendance.

C. On or about August 16, 2013, Respondent disciplined Lawson by issuing him a First Written Coaching for attendance.

17.

Store No. 1102 -Baker, Louisiana

A. On or about May 29, 2013 through June 11, 2013, Respondent's employee Brandon Garrett engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 28, 2013, Respondent discharged Garrett.

18.

Store No. 1102 – Baker, Louisiana

A. On or about May 30, 2013 through June 9, 2013, Respondent's employee Tavarus Yates engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 28, 2013, Respondent discharged Yates.

19.

Store No. 1102 – Baker, Louisiana

A. On or about June 1, 2013 through June 10, 2013, Respondent's employee Mariah Williams engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 28, 2013, Respondent disciplined Williams by issuing her a First Written Coaching for absences.

20.

Store No. 1102 – Baker, Louisiana

A. On or about June 1, 2013 through June 10, 2013, Respondent's employee Shawnadia Mixon engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 28, 2013, Respondent disciplined Mixon by issuing her a First Written coaching for absences.

21.

Store No. 1102 – Baker, Louisiana

A. On or about May 31, 2013 through June 11, 2013, Respondent's employee Janet Sparks engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 27, 2013, Respondent disciplined Sparks by issuing her a verbal warning.

22.

Store No. 1527 – Elizabeth City, North Carolina

A. On or about May 30, 2013 through June 8, 2013, Respondent's employee Cheryl Plowe engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Plowe by issuing her a personal discussion.

23.

Store No. 1590 – Hialeah, Florida

A. On or about May 28, 2013 through June 10, 2013, Respondent's employee Marie Roberty engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent discharged Roberty.

24.

Store No. 1735 – Wheeling, Illinois

A. On or about May 29, 2013 through June 9, 2013, Respondent's employee Pooshan Kapil engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 24, 2013, Respondent discharged Kapil.

25.

Store No. 1735 – Wheeling, Illinois

A. On or about May 29, 2013 through June 11, 2013, Respondent's employee Rose Campbell engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 25, 2013, Respondent disciplined Campbell by issuing her a Third Written Coaching for attendance.

26.

Store No. 1985 – Laurel, Maryland

A. On or about May 29, 2013 through June 12, 2013, Respondent's employee Cynthia Murray engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 26, 2013, Respondent disciplined Murray by issuing her a verbal warning.

27.

Store No. 2418 – Placerville, California

A. On or about May 31, 2013 through June 11, 2013, Respondent's employee Barbara Andridge-Collins engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 29, 2013, Respondent discharged Andridge-Collins.

28.

Store No. 2418 – Placerville, California

A. On or about May 27, 2013 through June 11, 2013, Respondent's employee Yvette Brown engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 23, 2013, Respondent discharged Brown.

29.

Store No. 2418 – Placerville, California

A. On or about May 28, 2013 through June 10, 2013, Respondent's employee Norma Dobyng engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent discharged Dobyng.

30.

Store No. 2418 – Placerville, California

A. On or about May 29, 2013 through June 10, 2013, Respondent's employee Amy Stinnett engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent disciplined Stinnett by issuing her a First Written Coaching for absences.

31.

Store No. 2418 – Placerville, California

A. On or about May 28, 2013 through June 5, 2013, Respondent's employee Matthew Gauer engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent disciplined Gauer by issuing him a First Written Coaching for absences.

32.

Store No. 2418 – Placerville, California

A. On or about May 29, 2013 through June 8, 2013, Respondent's employee Margaret Hooten engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 9, 2013, Respondent disciplined Hooten by issuing her a warning about absences.

33.

Store No. 2450 – Bellingham, Washington

A. On or about May 29, 2013 through June 4, 2013, Respondent's employee Vivian Sherman engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 24, 2013, Respondent disciplined Sherman by issuing her a warning for absences.

34.

Store No. 2571 – Federal Way, Washington

A. On or about May 29, 2013 through June 9, 2013, Respondent's employee John Smith engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Smith by issuing him a Second Written Coaching for absences.

35.

Store No. 2571 – Federal Way, Washington

A. On or about May 30, 2013 through June 9, 2013, Respondent's employee Liai Pefua engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Pefua by issuing her a First Written Coaching for absences.

36.

Store No. 2571 – Federal Way, Washington

A. On or about May 30, 2013 through June 10, 2013, Respondent's employee Michael McKeown engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined McKeown by issuing him a First Written Coaching for absences.

37.

Store No. 2571 – Federal Way, Washington

A. On or about May 30, 2013 through June 10, 2013, Respondent's employee Patricia Scott engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Scott by issuing her a First Written Coaching for absences.

38.

Store No. 2571 – Federal Way, Washington

A. On or about May 30, 2013 through June 10, 2013, Respondent's employee Sara Gilbert engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Gilbert by issuing her a First Written Coaching for absences.

39.

Store No. 2571 – Federal Way, Washington

A. On or about May 28, 2013 through June 8, 2013, Respondent's employee Patricia Locks engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about July 2, 2013, Respondent disciplined Locks by issuing her a warning for absences.

40.

Store 2609 – Lakewood, California

A. On or about May 30, 2013 through June 9, 2013, Respondent's employee Jovani Gomez engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent discharged Gomez.

41.

Store No. 2596 – Mt. Vernon, Washington

A. On or about May 29, 2013 through June 9, 2013, Respondent's employee Debra Williams engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Williams by issuing her a verbal warning for absences.

42.

Store No. 2596 – Mt. Vernon, Washington

A. On or about May 29, 2013 through June 11, 2013, Respondent's employee Betty Shove engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 20, 2013, Respondent disciplined Shove by issuing her a warning for absences.

43.

Store No. 2596 – Mt. Vernon, Washington

A. On or about May 29, 2013 through June 9, 2013, Respondent's employee Mandy Uvalle engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Uvalle by issuing her a verbal warning for absences.

44.

Store No. 2886 – Pico Rivera, California

A. On or about May 30, 2013 through June 10, 2013, Respondent's employee Maria Madrigal engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 10, 2013, Respondent discharged Madrigal.

45.

Store No. 2886 – Pico Rivera, California

A. On or about May 30, 2013 through June 10, 2013, Respondent's employee Evelin Cruz engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent discharged Cruz.

46.

Store No. 2886 – Pico Rivera, California

A. On or about May 30, 2013 through June 7, 2013, Respondent's employee Victoria Martinez engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On June 21, 2013, Respondent disciplined Martinez by issuing her a First Written Coaching for absences.

47.

Store No. 2903 – Chelmsford, Massachusetts

A. On or about May 28, 2013 through June 8, 2013, Respondent's employee David Coulombe engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Coulombe by issuing him a First Written Coaching for absences.

48.

Store No. 2989 – Fremont, California

A. On or about May 27, 2013 through June 4, 2013, Respondent's employee Juan Juanitas engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 9, 2013, Respondent disciplined Juanitas by issuing him a warning for absences.

49.

Store No. 3098 – Bellevue, Washington

A. On or about May 30, 2013 through June 8, 2013, Respondent's employee Shana Stonehouse engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 18, 2013, Respondent disciplined Stonehouse by issuing her a warning for absences.

50.

Store No. 3235 – Miami, Florida

A. On or about May 28, 2013 through June 7, 2013, Respondent's employee Paul Toussaint engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 21, 2013, Respondent disciplined Toussaint by issuing him a verbal personal discussion about absences.

51.

Store No 3411 – Port Angeles, Washington

A. On or about May 31, 2013 through June 11, 2013, Respondent's employee Larry Slowey engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 13, 2013, Respondent disciplined Slowey by issuing him a warning for absences.

52.

Store No. 3455 - Richmond, California

A. On or about May 15, 2013, Respondent's employee Louis Callahan engaged in protected concerted activity by committing to engage in a strike from May 28, 2013 through June 10, 2013.

B. On or about May 28, 2013, Respondent discharged Callahan.

53.

Store No. 3455 - Richmond, California

A. On or about May 29, 2013 through June 12, 2013, Respondent's employee Raymond Bravo engaged in protected concerted activity by striking in protest of wages and working conditions.

B On or about June 27, 2013, Respondent discharged Bravo.

54.

Store No. 3455 - Richmond, California

A. On or about May 29, 2013 through June 9, 2013, Respondent's employee Pamela Davis engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 29, 2013, Respondent discharged Davis.

55.

Store No. 3533 – Denver, Colorado

A. On or about May 31, 2013 through June 9, 2013, Respondent's employee DeWitt Pollard III engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 28, 2013, Respondent disciplined Pollard by issuing him a warning for absences.

56.

Store No. 3601 – Crestwood, Illinois

A. On or about May 28, 2013 through June 29, 2013, Respondent's employee Marie Kanger-Born engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 26, 2013, Respondent disciplined Kanger-Born by issuing her a warning for absences.

57.

Store No. 4215 – Quinlan, Texas

A. On or about May 31, 2013 through June 9, 2013, Respondent's employee Jeanna Creach-Slate engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 26, 2013, Respondent disciplined Creach-Slate by issuing her a Third Written Coaching for absences.

C. On or about August 21, 2013, Respondent discharged Creach-Slate.

58.

Store No. 4253 – Sauk Centre, Minnesota

A. On or about May 30, 2013 through June 12, 2013, Respondent's employee Michael Ahles engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent disciplined Ahles by issuing him a First Written coaching for attendance.

59.

Store No. 4609 – Cincinnati, Ohio

A. On or about June 1, 2013 through June 6, 2013, Respondent's employee Jamaad Reed engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On about June 2013, a more specific date being unknown to the undersigned, Respondent disciplined Reed by issuing him a First Coaching for absences.

60.

Store No. 5278 – Chicopee, Massachusetts

A. On or about May 28, 2013 through June 8, 2013, Respondent's employee Aubrietia Edick engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 26, 2013, Respondent disciplined Edick by issuing her a verbal coaching for absences.

61.

Store No. 5334 – Aurora, Colorado

A. On or about May 28, 2013 through June 9, 2013, Respondent's employee Barbara Gertz engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about July 2, 2013, Respondent disciplined Gertz by issuing her a warning for absences.

62.

Store No. 5405, Glenwood, Illinois

A. On or about May 29, 2013 through June 9, 2013, Respondent's employee Linda Haluska engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 27, 2013, Respondent disciplined Haluska by issuing her a warning for absences.

63.

Store No. 5434 – San Leandro, California

A. On or about May 28, 2013 through June 10, 2013, Respondent's employee Dominic Ware engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about July 3, 2013, Respondent discharged Ware.

64.

Store No. 5434 – San Leandro, California

A. On or about May 28, 2013 through June 9, 2013, Respondent's employee Andrea Carr engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about July 8, 2013, Respondent disciplined Carr by issuing her a Third Written Coaching for attendance.

65.

Store No. 5434 – San Leandro, California

A. On or about May 28, 2013 through June 9, 2013, Respondent's employee Cecilia Gurule engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 24, 2013, Respondent disciplined Gurule by issuing her a Third Written Coaching for attendance.

66.

Store No. 5485 – Evergreen Park, Illinois

A. On or about May 30, 2013 through June 8, 2013, Respondent's employee Charmaine Givens-Thomas engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 24, 2013, Respondent disciplined Givens-Thomas by issuing her a warning for absences.

67.

Store No. 5781 – Chicago, Illinois

A. On or about May 29, 2013 through June 8, 2013, Respondent's employee Anna Pritchett engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent disciplined Pritchett by issuing her a verbal warning for absences.

68.

Store No. 5781 – Chicago, Illinois

A. On or about May 31, 2013 through June 8, 2013, Respondent's employee Ronnie Vandell engaged in protected concerted activity by striking in protest of wages and working conditions.

B. On or about June 22, 2013, Respondent disciplined Vandell by issuing her a verbal warning for absences.

69.

Respondent engaged in the conduct described above in paragraphs 4, 5 and 7 through 68, because the named employees engaged in the conduct described above in paragraphs 6 through 68, and to discourage employees from engaging in these or other concerted activities.

70.

By the conduct described above in paragraphs 4, 5 and 7 through 69, 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.

71.

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

72.

As part of the remedy for the unfair labor practices alleged above in paragraphs 7 through 68, the General Counsel seeks an order requiring reimbursement of amounts equal to the

difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

The General Counsel further seeks, as part of the remedy for the allegations in paragraphs 7 through 68, that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

The General Counsel also seeks, as part of the remedy for the unfair labor practices alleged above in paragraphs 4 through 68, an Order requiring that the Notice be read by Respondent to its employees at all of its facilities within the United States during working time in English and Spanish or any other language deemed appropriate.

The General Counsel also seeks, as part of the remedy, an order requiring Respondent to post the Notice at all its facilities within the United States.

The General Counsel 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 January 28, 2014 or postmarked on or before January 27, 2014**. 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, click on **File Case 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 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 NOTE THAT on a date, time and place to be determined, 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 Fort Worth, Texas this 14th day of January, 2014.

Martha E. Kinard
Regional Director
National Labor Relations Board
Region 16
819 Taylor, Room 8A24
Fort Worth, Texas 76102-6107