FORM NLRB-502 (RC)
(2-18)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

RC PETITION

DO NOT WRITE IN THIS SPACE	
Case No. 28-RC-286556	Date Filed November 18, 2021

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlrb.gov/, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. **PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE** - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. **The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.**

2a. Name of Employer: Starbucks Corporation	2b. Address(es) of Establishment(s) involved *(Street and number, City, State, ZIP code)*: 6807 E. Baseline Rd., #102, Suite 100, Mesa, AZ 85209
3a. Employer Representative - Name and Title: Kevin Johnson, President and CEO (see attached for Tricia Lowder)	3b. Address *(if same as 2b - state same)*: 2401 Utah Avenue South, Suite 800 Seattle, WA 98134

3c. Tel. No.	3d. Cell No.	3e. Fax No.	3f. E-Mail Address
206-318-2212			kevin.johnson@starbucks.com

4a. Type of Establishment *(Factory, mine, wholesaler, etc.)*	4b. Principal Product or Service	5a. City and State where unit is located:
Coffee shop	Food and beverage	Mesa, AZ

5b. Description of Unit Involved:
Included:
All full-time and regular part-time Baristas, Shift Supervisors, Asst. Store Managers
Excluded:
Store Managers; office clericals, guards, and supervisors as defined by the Act

6a. Number of Employees in Unit: 28

6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? ☒ Yes ☐ No

Check One: ☐ 7a. Request for recognition as Bargaining Representative was made on (Date) _____ and Employer declined recognition on or about (Date) _____ (If no reply received, so state).
☐ 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8a. Name of Recognized or Certified Bargaining Agent *(If none, so state)*	8b. Address:
None	

8c. Tel. No.	8d. Cell No.	8e. Fax No.	8f. E-Mail Address

8g. Affiliation, if any:	8h. Date of Recognition or Certification	8i. Expiration Date of Current or Most Recent Contract, if any *(Month, Day, Year)*

9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? _____
(Name of Labor Organization) _____, has picketed the Employer since *(Month, Day, Year)* _____

10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. *(If none, so state)*
None

10a. Name	10b. Address	10c. Tel. No.	10d. Cell No.
		10e. Fax No.	10f. E-Mail Address

11. Election Details: If the NLRB conducts and election in this matter, state your position with respect to any such election:

11a. Election Type: ☐ Manual ☒ Mail ☐ Mixed Manual/Mail

11b. Election Date(s):	11c. Election Time(s):	11d. Election Location(s):
12/9/21	N/A	N/A

12a. Full Name of Petitioner *(including local name and number)*:	12b. Address *(street and number, city, State and ZIP code)*:
Workers United	22 South 22nd St Philadelphia, PA 19103

12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent *(if none, so state)*:
Workers United

12d. Tel. No.	12e. Cell No.	12f. Fax No.	12g. E-Mail Address
646-448-6414		215-575-9065	

13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.

13a. Name and Title:	13b. Address *(street and number, city, State and ZIP code)*:
Ian Hayes, Attorney	Creighton, Johnsen & Giroux 1103 Delaware Ave., Buffalo, NY 14209

13c. Tel. No.	13d. Cell No.	13e. Fax No.	13f. E-Mail Address
716-854-0007		716-854-0004	ihayes@cpjglaborlaw.com

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name *(Print)*	Signature	Title	Date
Ian Hayes	Ian Hayes	Attorney	11/18/21

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Attachment to RC Petition

Section 3 – Employer Representative

Tricia Lowder
District Manager
tlowder@starbucks.com
(480) 242-4100

Form NLRB-5544
(5-2015)

CERTIFICATE OF SERVICE

Employer Name: Starbucks Corporation

Service on the Employer

I hereby certify that on 11-18-21 (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were served on the Employer by: (check whichever is applicable)

- [x] e-mail to the email address shown on the petition.
- [ ] facsimile (with the permission of the Employer) to the facsimile number shown on the petition.
- [ ] overnight mail to the mailing address shown on the petition.
- [ ] hand-delivery to_____(name of Employer's representative) at the following address:_____.

Service on the Other Party Named in the Petition

I hereby certify that on _____ (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were also served on _____ (name of party or parties) by: (check whichever is applicable)

- [ ] email to the email address shown on the petition.
- [ ] facsimile (with the permission of the party) to the facsimile number shown on the petition.
- [ ] overnight mail to the mailing address shown on the petition.
- [ ] hand-delivery to_____ (name of party's representative) at the following address:_____.

Service on the Other Party Named in the Petition

I hereby certify that on _____ (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were also served on _____ (name of party or parties) by: (check whichever is applicable)

- [ ] email to the email address shown on the petition.
- [ ] facsimile (with the permission of the party) to the facsimile number shown on the petition.
- [ ] overnight mail to the mailing address shown on the petition.
- [ ] hand-delivery to_____ (name of party's representative) at the following address:_____.

Ian Hayes
Signature

Ian Hayes, Attorney
Name and Title

11-18-21
Date

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue
Suite 1400
Phoenix, AZ 85004-3099

Agency Website: www.nlrb.gov
Telephone: (602)640-2160
Fax: (602)640-2178

Download
NLRB
Mobile App

November 19, 2021

URGENT

rminter@pjbwu.org

Workers United a/w SEIU
22 South 22nd Street
Philadelphia, PA 19103

Re: Starbucks Corporation
Case 28-RC-286556

Ladies and Gentlemen:

The enclosed petition that you filed with the National Labor Relations Board (NLRB) has been assigned the above case number. This letter tells you how to contact the Board agent who will be handling this matter; explains your obligation to provide the originals of the showing of interest and the requirement that you complete and serve a Responsive Statement of Position form in response to each timely filed and served Statement(s) of Position; notifies you of a hearing; describes the employer's obligation to post and distribute a Notice of Petition for Election, complete a Statement of Position and provide a voter list; requests that you provide certain information; notifies you of your right to be represented; and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Attorney Fernando Anzaldua whose telephone number is (602)416-4757. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. The Board agent may also contact you and the other party or parties to schedule a conference meeting or telephonic or video conference for some time before the close of business the day following receipt of the final Responsive Statement(s) of Position. This will give the parties sufficient time to determine if any issues can be resolved prior to hearing or if a hearing is necessary. If the agent is not available, you may contact Regional Attorney Rachel A. Harvey whose telephone number is (602)416-4748. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Showing of Interest: If the Showing of Interest you provided in support of your petition was submitted electronically or by fax, the original documents which constitute the Showing of Interest containing handwritten signatures must be delivered to the Regional office within **2**

business days. If the originals are not received within that time the Region will dismiss your petition.

Notice of Hearing: Enclosed is a Notice of Representation Hearing to be conducted at **10:00 AM** on **Friday, December 10, 2021 via videoconference,** if the parties do not voluntarily agree to an election. If a hearing is necessary, the hearing will run on consecutive days until concluded unless the regional director concludes that extraordinary circumstances warrant otherwise. Before the hearing begins, we will continue to explore potential areas of agreement with the parties in order to reach an election agreement and to eliminate or limit the costs associated with formal hearings.

Upon request of a party showing good cause, the regional director may postpone the hearing. A party desiring a postponement should make the request to the regional director in writing, set forth in detail the grounds for the request, and include the positions of the other parties regarding the postponement. E-Filing the request is required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Posting and Distribution of Notice: The Employer must post the enclosed Notice of Petition for Election by **Friday, November 26, 2021** in conspicuous places, including all places where notices to employees are customarily posted. If it customarily communicates electronically with its employees in the petitioned-for unit, it must also distribute the notice electronically to them. The Employer must maintain the posting until the petition is dismissed or withdrawn or this notice is replaced by the Notice of Election. Failure to post or distribute the notice may be grounds for setting aside the election if proper and timely objections are filed.

Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, the Employer is required to complete the enclosed Statement of Position form, have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition by **noon Mountain Standard Time** on **December 2, 2021.** The Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the Employer contends that the proposed unit is inappropriate, it must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The Employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit.

Required Responsive Statement of Position (RSOP): In accordance with Section 102.63(b) of the Board's Rules, following timely filing and service of a Statement of Position, the petitioner is required to complete the enclosed Responsive Statement of Position form addressing issues raised in any Statement(s) of Position. The petitioner must file a complete, signed RSOP in response to all other parties' timely filed and served Statement of Position, with all required attachments, with this office and serve it on all parties named in the petition such that it is received by them by **noon Mountain Standard Time** on **December 7, 2021.** This form solicits information that will facilitate entry into election agreements or streamline the pre-

election hearing if the parties are unable to enter into an election agreement. **This form must be e-Filed, but unlike other e-Filed documents, will not be timely if filed on the due date but after noon Mountain Standard Time.** If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

Failure to Supply Information: Failure to supply the information requested by the RSOP form may preclude you from litigating issues under Section 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

> A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§ 102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Voter List: If an election is held in this matter, the Employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names and addresses of all eligible voters, including their shifts, job classifications, work locations, and other contact information including available personal email addresses and available personal home and cellular telephone numbers. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. The list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 days after the date when the Employer must file the voter list with the Regional Office. However, a petitioner and/or union entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483, which is available on the NLRB's website or

from an NLRB office. A waiver will not be effective unless all parties who are entitled to the voter list agree to waive the same number of days.

Information Needed Now: Please submit to this office, as soon as possible, the following information needed to handle this matter:

(a) The correct name of the Union as stated in its constitution or bylaws.

(b) A copy of any existing or recently expired collective-bargaining agreements, and any amendments or extensions, or any recognition agreements covering any employees in the petitioned-for unit.

(c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.

(d) The name and contact information for any other labor organization (union) claiming to represent or have an interest in any of the employees in the petitioned-for unit and for any employer who may be a joint employer of the employees in the proposed unit. Failure to disclose the existence of an interested party may delay the processing of the petition.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before the NLRB. In view of our policy of processing these cases expeditiously, if you wish to be represented, you should obtain representation promptly. Your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was obtained only through access to information that must be made available to any member of the public under the Freedom of Information Act.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determinations solely based on the documents and evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

Information about the NLRB and our customer service standards is available on our website, www.nlrb.gov, or from an NLRB office upon your request. We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Cornele A. Overstreet
Regional Director

Enclosures

1. Petition
2. Notice of Petition for Election (Form 5492)
3. Notice of Representation Hearing
4. Description of Procedures in Certification and Decertification Cases (Form 4812)
5. Statement of Position form and Commerce Questionnaire (Form 505)
6. Responsive Statement of Position (Form 506)

cc: Ian Hayes, Attorney at Law
Creighton, Johnsen & Giroux
1103 Delaware Avenue
Buffalo, NY 14209

CAO/FA/mhz

Form NLRB-5492
(Rev: 12-2015)

National Labor Relations Board

NOTICE OF PETITION FOR ELECTION

This notice is to inform employees that Workers United a/w SEIU has filed a petition with the National Labor Relations Board (NLRB), a Federal agency, in Case 28-RC-286556 seeking an election to become certified as the representative of the employees of Starbucks Corporation in the unit set forth below:

INCLUDED: All full-time and regular part-time Baristas, Shift Supervisors, Assistant Store Managers

EXCLUDED: Store Managers, office clericals, guards, and supervisors as defined by the Act.

This notice also provides you with information about your basic rights under the National Labor Relations Act, the processing of the petition, and rules to keep NLRB elections fair and honest.

YOU HAVE THE RIGHT under Federal Law

- **To self-organization**
- **To form, join, or assist labor organizations**
- **To bargain collectively through representatives of your own choosing**
- **To act together for the purposes of collective bargaining or other mutual aid or protection**
- **To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).**

PROCESSING THIS PETITION

Elections do not necessarily occur in all cases after a petition is filed. NO FINAL DECISIONS HAVE BEEN MADE YET regarding the appropriateness of the proposed unit or whether an election will be held in this matter. If appropriate, the NLRB will first see if the parties will enter into an election agreement that specifies the method, date, time, and location of an election and the unit of employees eligible to vote. If the parties do not enter into an election agreement, usually a hearing is held to receive evidence on the appropriateness of the unit and other issues in dispute. After a hearing, an election may be directed by the NLRB, if appropriate.

IF AN ELECTION IS HELD, it will be conducted by the NLRB by secret ballot and Notices of Election will be posted before the election giving complete details for voting.

ELECTION RULES

The NLRB applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of any party act in such a way as to interfere with your right to a free election, the election can be set aside by the NLRB. Where appropriate the NLRB provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with employees' rights and may result in setting aside the election:

- **Threatening loss of jobs or benefits by an employer or a union**
- **Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises**
- **An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity**
- **Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or, if the election is conducted by mail, from the time and date the ballots are scheduled to be sent out by the Region until the time and date set for their return**
- **Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals**
- **Threatening physical force or violence to employees by a union or an employer to influence their votes**

Please be assured that IF AN ELECTION IS HELD, every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with the NLRB in maintaining basic principles of a fair election as required by law. The NLRB as an agency of the United States Government does not endorse any choice in the election.

For additional information about the processing of petitions, go to www.nlrb.gov or contact the NLRB at (602)640-2160.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE. IT MUST REMAIN POSTED WITH ALL PAGES SIMULTANEOUSLY VISIBLE UNTIL REPLACED BY THE NOTICE OF ELECTION OR THE PETITION IS DISMISSED OR WITHDRAWN.

National Labor Relations Board

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED a/w SEIU

Petitioner

NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 AM on **Friday, December 10, 2021** and on consecutive days thereafter until concluded, via videoconference, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Starbucks Corporation must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that is received by them by no later than **noon** Mountain Standard time on **December 02, 2021.** Following timely filing and service of a Statement of Position by Starbucks Corporation, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such they are received by them no later than **noon** Mountain Standard on **December 07, 2021**.

Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website (www.nlrb.gov), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden. Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the E-Filing System User Guide

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Mountain Standard on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.

Dated: November 19, 2021

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director
National Labor Relations Board
Region 28

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED a/w SEIU

Petitioner

AFFIDAVIT OF SERVICE OF: Petition dated November 18, 2021**, Notice of Representation Hearing dated** November 19, 2021**, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, and Statement of Position Form (Form NLRB-505).**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 19, 2021, I served the above documents by electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Starbucks Corporation
6807 East Baseline Road, #102
Suite 100
Mesa, AZ 85209
tlowder@starbucks.com

Starbucks Corporation
2401 Utah Avenue South
Suite 800
Seattle, WA 98134
kevin.johnson@starbucks.com

Workers United a/w SEIU
22 South 22nd Street
Philadelphia, PA 19103
rminter@pjbwu.org

Adam-Paul Tuzzo, Attorney at Law
Littler Mendelson, P.C.
111 East Kilbourn Avenue, Suite 1000
Milwaukee, WI 53202
atuzzo@littler.com

Brooke E. Niedecken, Attorney at Law
Littler Mendelson PC
41 South High Street, Suite 3250
Columbus, OH 43215
bniedecken@littler.com

Ian Hayes, Attorney at Law
Creighton, Johnsen & Giroux
1103 Delaware Avenue
Buffalo, NY 14209
ihayes@cpjglaborlaw.com

November 19, 2021
Date

Mary H Zorn, Designated Agent of NLRB
Name

/s/ Mary H Zorn
Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

DESCRIPTION OF REPRESENTATION CASE PROCEDURES IN CERTIFICATION AND DECERTIFICATION CASES

The National Labor Relations Act grants employees the right to bargain collectively through representatives of their own choosing and to refrain from such activity. A party may file an RC, RD or RM petition with the National Labor Relations Board (NLRB) to conduct a secret ballot election to determine whether a representative will represent, or continue to represent, a unit of employees. An **RC** petition is generally filed by a union that desires to be certified as the bargaining representative. An **RD** petition is filed by employees who seek to remove the currently recognized union as the bargaining representative. An **RM** petition is filed by an employer who seeks an election because one or more individuals or unions have sought recognition as the bargaining representative, or based on a reasonable belief supported by objective considerations that the currently recognized union has lost its majority status. This form generally describes representation case procedures in RC, RD and RM cases, also referred to as certification and decertification cases.

Right to be Represented – Any party to a case with the NLRB has the right to be represented by an attorney or other representative in any proceeding before the NLRB. A party wishing to have a representative appear on its behalf should have the representative complete a Notice of Appearance (Form NLRB-4701), and E-File it at www.nlrb.gov or forward it to the NLRB Regional Office handling the petition as soon as possible.

Filing and Service of Petition – A party filing an RC, RD or RM petition is required to serve a copy of its petition on the parties named in the petition along with this form and the Statement of Position form. The petitioner files the petition with the NLRB, together with (1) a certificate showing service of these documents on the other parties named in the petition, and (2) a showing of interest to support the petition. The showing of interest is not served on the other parties.

Notice of Hearing – After a petition in a certification or decertification case is filed with the NLRB, the NLRB reviews the petition, certificate of service, and the required showing of interest for sufficiency, assigns the petition a case number, and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the letters include a Notice of Representation Hearing. Except in cases presenting unusually complex issues, this pre-election hearing is set for a date 14 business days (excluding weekends and federal holidays) from the date of service of the notice of hearing. Once the hearing begins, it will continue day to day until completed absent extraordinary circumstances. The Notice of Representation Hearing also sets the due date for filing and serving the Statement(s) of Position and the Responsive Statement of Position(s). Included with the Notice of Representation Hearing are the following: (1) copy of the petition, (2) this form, (3) Statement of Position for non-petitioning parties, (4) petitioner's Responsive Statement of Position, (5) Notice of Petition for Election, and (6) letter advising how to contact the Board agent who will be handling the case and discussing those documents.

Hearing Postponement: Requests to postpone the hearing are not routinely granted, but the regional director may postpone the hearing for good cause. A party wishing to request a postponement should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request must be filed electronically ("E-Filed") on the Agency's website (www.nlrb.gov) by following the instructions on the website. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Statement of Position Form and List(s) of Employees – The Statement of Position form solicits commerce and other information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. In an **RC** or **RD** case, as part of its Statement of Position form, the employer also provides a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. If the employer contends that the proposed unit is not appropriate, the employer must separately list the same information for all individuals that the employer contends must be added to the proposed unit to make it an appropriate unit, and must further indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional

form for the list is provided on the NLRB website at www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx

Ordinarily the Statement of Position must be filed with the Regional Office and served on the other parties such that it is received by them by noon 8 business days from the issuance of the Notice of Hearing. The regional director may postpone the due date for filing and serving the Statement of Position for good cause. The Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Statement of Position due date. If a party wishes to request both a postponement of the hearing and a postponement of the Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Responsive Statement of Position – Petitioner's Responsive Statement(s) of Position solicits a response to the Statement(s) of Position filed by the other parties and further facilitates entry into election agreements or streamlines the preelection hearing. A petitioner must file a Responsive Statement of Position in response to each party's Statement of Position addressing each issue in each Statement of Position(s), if desired. In the case of an RM petition, the employer-petitioner must also provide commerce information and file and serve a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. Ordinarily, the Responsive Statement of Position must be electronically filed with the Regional Office and served on the other parties such that it is received by noon 3 business days prior to the hearing. The regional director may postpone the due date for filing and serving the Responsive Statement of Position for good cause. The Responsive Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Responsive Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Responsive Statement of Position due date. If a party wishes to request both a postponement of the hearing and a Postponement of the Responsive Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Posting and Distribution of Notice of Petition for Election – Within 5 business days after service of the notice of hearing, the employer must post the Notice of Petition for Election in conspicuous places, including all places where notices to employees are customarily posted, and must also distribute it electronically to the employees in the petitioned-for unit if the employer customarily communicates with these employees electronically. The employer must maintain the posting until the petition is dismissed or withdrawn, or the Notice of Petition for Election is replaced by the Notice of Election. The employer's failure properly to post or distribute the Notice of Petition for Election may be grounds for setting aside the election if proper and timely objections are filed.

Election Agreements – Elections can occur either by agreement of the parties or by direction of the regional director or the Board. Three types of agreements are available: (1) a Consent Election Agreement (Form NLRB-651); (2) a Stipulated Election Agreement (Form NLRB-652); and (3) a Full Consent Agreement (Form NLRB-5509). In the Consent Election Agreement and the Stipulated Election Agreement, the parties agree on an appropriate unit and the method, date, time, and place of a secret ballot election that will be conducted by an NLRB agent. In the Consent Agreement, the parties also agree that post-election matters (election objections or determinative challenged ballots) will be resolved with finality by the regional director; whereas in the Stipulated Election Agreement, the parties agree that they may request Board review of the regional director's post-election determinations. A Full Consent Agreement provides that the regional director will make final determinations regarding all pre-election and post-election issues.

Hearing Cancellation Based on Agreement of the Parties – The issuance of the Notice of Representation Hearing does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments and the Board agent assigned to the case will work with the parties to enter into an election agreement, so the parties can avoid the time and expense of participating in a hearing.

Hearing – A hearing will be held unless the parties enter into an election agreement approved by the regional director or the petition is dismissed or withdrawn.

***Purpose of Hearing*:** The primary purpose of a pre-election hearing is to determine if a question of representation exists. A question of representation exists if a proper petition has been filed concerning a unit

appropriate for the purpose of collective bargaining or, in the case of a decertification petition, concerning a unit in which a labor organization has been certified or is being currently recognized by the employer as the bargaining representative.

***Issues at Hearing*:** Issues that might be litigated at the pre-election hearing include: jurisdiction; labor organization status; bars to elections; unit appropriateness; expanding and contracting unit issues; inclusion of professional employees with nonprofessional employees; seasonal operation; potential mixed guard/non-guard unit; and eligibility formulas. At the hearing, the timely filed Statement of Position and Responsive Statement of Position(s) will be received into evidence. The hearing officer will not receive evidence concerning any issue as to which the parties have not taken adverse positions, except for evidence regarding the Board's jurisdiction over the employer and evidence concerning any issue, such as the appropriateness of the proposed unit, as to which the regional director determines that record evidence is necessary.

***Preclusion*:** At the hearing, a party will be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or Responsive Statement of Position(s) or to place in dispute in timely response to another party's Statement of Position or response, except that no party will be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. As set forth in §102.66(d) of the Board's rules, if the employer fails to timely furnish the lists of employees, the employer will be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

***Conduct of Hearing*:** If held, the hearing is usually open to the public and will be conducted by a hearing officer of the NLRB. Any party has the right to appear at any hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Parties appearing at any hearing who have or whose witnesses have disabilities falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

***Official Record*:** An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made at the hearing will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

***Motions and Objections*:** All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

***Election Details*:** Prior to the close of the hearing the hearing officer will: (1) solicit the parties' positions (but will not permit litigation) on the type, date(s), time(s), and location(s) of the election and the eligibility period; (2) solicit the name, address, email address, facsimile number, and phone number of the employer's on-site representative to whom the regional director should transmit the Notice of Election if an election is directed; (3) inform the parties that the regional director will issue a decision as soon as practicable and will immediately transmit the document to the parties and their designated representatives by email, facsimile, or by overnight mail (if neither an email address nor facsimile number was provided); and (4) inform the parties of their obligations if the director directs an election and of the time for complying with those obligations.

***Oral Argument and Briefs*:** Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs shall be due within 5 business days of the close of the hearing. The hearing officer may allow up to 10 additional business days for such briefs prior to the close of hearing and for good cause. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. Briefs including electronic documents, filed with the Regional Director must be formatted as double-spaced in an 8½ by 11 inch format and must be e-filed through the Board's website, www.nlrb.gov.

Regional Director Decision - After the hearing, the regional director issues a decision directing an election, dismissing the petition or reopening the hearing. A request for review of the regional director's pre-election decision may be filed with the Board at any time after issuance of the decision until 10 business days after a final disposition of the proceeding by the regional director. Accordingly, a party need not file a request for review before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. The Board will grant a request for review only where compelling reasons exist therefor.

Voter List – The employer must provide to the regional director and the parties named in the election agreement or direction of election a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular (''cell'') telephone numbers) of all eligible voters. (In construction industry elections, unless the parties stipulate to the contrary, also eligible to vote are all employees in the unit who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.) The employer must also include in a separate section of the voter list the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge or those individuals who, according to the direction of election, will be permitted to vote subject to challenge. The list of names must be alphabetized (overall or by department) and be in the same Microsoft Word file (or Microsoft Word compatible file) format as the initial lists provided with the Statement of Position form unless the parties agree to a different format or the employer certifies that it does not possess the capacity to produce the list in the required form. When feasible, the list must be filed electronically with the regional director and served electronically on the other parties named in the agreement or direction. To be timely filed and served, the voter list must be received by the regional director and the parties named in the agreement or direction respectively within 2 business days after the approval of the agreement or issuance of the direction of elections unless a longer time is specified in the agreement or direction. A certificate of service on all parties must be filed with the regional director when the voter list is filed. The employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The parties shall not use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

Waiver of Time to Use Voter List – Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 calendar days after the date when the employer must file the voter list with the Regional Office. However, the parties entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483. A waiver will not be effective unless all parties who are entitled to the list agree to waive the same number of days.

Election – Information about the election, requirements to post and distribute the Notice of Election, and possible proceedings after the election is available from the Regional Office and will be provided to the parties when the Notice of Election is sent to the parties.

Withdrawal or Dismissal – If it is determined that the NLRB does not have jurisdiction or that other criteria for proceeding to an election are not met, the petitioner is offered an opportunity to withdraw the petition. If the petitioner does not withdraw the petition, the regional director will dismiss the petition and advise the petitioner of the reason for the dismissal and of the right to appeal to the Board.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A STATEMENT OF POSITION FORM

Completing and Filing this Form: The Notice of Hearing indicates which parties are responsible for completing the form. If you are required to complete the form, you must have it signed by an authorized representative and file a completed copy (including all attachments) with the RD and serve copies on all parties named in the petition by the date and time established for its submission. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must EFile your Statement of Position at www.nlrb.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed.**

> **Note:** ***Non-employer parties who complete this Statement of Position are NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7.***

Required Lists: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at **www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx**.

Consequences of Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

> A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

FORM NLRB-505
(12-20)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE	
Case No.	Date Filed
28-RC-286556	November 18, 2021

INSTRUCTIONS: *Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.*
Note: *Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.*

1a. Full name of party filing Statement of Position	1c. Business Phone:	1e. Fax No.:
1b. Address *(Street and number, city, state, and ZIP code)*	1d. Cell No.:	1f. e-Mail Address

2. Do you agree that the NLRB has jurisdiction over the Employer in this case? [ ] Yes [ ] No
(A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)

3. Do you agree that the proposed unit is appropriate? [ ] Yes [ ] No *(If not, answer 3a and 3b)*

a. State the basis for your contention hat the proposed unit is not appropriate. (*If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards)*

b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.

Added	Excluded

4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contes ing their eligibility.

5. Is there a bar to conducting an election in this case? [ ] Yes [ ] No *If yes, state the basis for your position.*

6. Describe all other issues you intend to raise at the pre-election hearing.

7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at **www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx**.
(a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of he petition who remain employed as of the date of the filing of the pe ition. (Attachment B)
(b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be *added* to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be *excluded* from the proposed unit to make it an appropriate unit. (Attachment D)

8a. State your position with respect to the details of any election that may be conducted in this matter. Type: [ ] Manual [ ] Mail [ ] Mixed Manual/Mail

8b. Date(s)	8c. Time(s)	8d. Location(s)
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date	8g. Length of payroll period [ ] Weekly [ ]Biweekly [ ] Other *(specify length)*

9. Representative who will accept service of all papers for purposes of the representation proceeding

9a. Full name and title of authorized representative	9b. Signature of authorized representative	9c. Date
9d. Address *(Street and number, city, state, and ZIP code)*		9e. e-Mail Address
9f. Business Phone No.:	9g. Fax No.	9h. Cell No.

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U S C Section 151 et seq The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings The routine uses for the information are fully set forth in the Federal Register, 71 Fed 74942-43 (December 13, 2006) The NLRB will further explain these uses upon request Failure to supply the information requested by this form may preclude you from litigating issues under 102 66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court

FORM NLRB-5081
(3-11)

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER
	28-RC-286556

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS *(Products handled or manufactured, or nature of services performed).*

7A. PRINCIPAL LOCATION:	7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:	B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT *(Check the appropriate box):* [ ] **CALENDAR** [ ] **12 MONTHS** or [ ] **FISCAL YEAR** *(FY DATES _____)*

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value. $_____		
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided. $_____		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than $50,000, indicate amount. $_____		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount. $_____		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount. $_____		
H. **Gross Revenues** from all sales or performance of services ***(Check the largest amount)*** [ ] $100,000 [ ] $250,000 [ ] $500,000 [ ] $1,000,000 or more If less than $100,000, indicate amount.		
I. **Did you begin operations within the last 12 months?** If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO *(If yes, name and address of association or group).*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE *(Type or Print)*	SIGNATURE	E-MAIL ADDRESS	DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A RESPONSIVE STATEMENT OF POSITION FORM

Completing and Filing this Form: For **RC and RD petitions**, the Petitioner is required to complete this form in response to each timely filed and served Statement of Position filed by another party. For **RM petitions**, the Employer-Petitioner must complete a Responsive Statement of Position form and submit the list described below. In accordance with Section 102.63(b) of the Board's Rules, if you are required to complete the form, you must have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in another party's Statement of Position, such that it is received no later than noon three business days before the date of the hearing. A separate form must be completed for each timely filed and properly served Statement of Position you receive. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must E-File your Responsive Statement of Position at www.NLRB.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed. Note that if you are completing this form as a PDF downloaded from www.NLRB.gov, the form will lock upon signature and no further editing may be made.**

Required List: In addition to responding to the issues raised in another party's Statement of Position, if any, the Employer-Petitioner in an RM case is required to file and serve on the parties a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. This list must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the list in the required form, the list must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx

Consequences of Failure to Submit a Responsive Statement of Position: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

> A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

FORM NLRB-506
(12-20)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

RESPONSIVE STATEMENT OF POSITION – RC, RD or RM PETITION

DO NOT WRITE IN THIS SPACE	
Case No.	Date Filed
28-RC-286556	November 18, 2021

INSTRUCTIONS: *If a party has submitted and served on you a timely Statement of Position to an RC, RD or RM petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitioner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.*

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Position received from the following party:

The Employer	**An Intervenor/Union**

1a. Full Name of Party Filing Responsive Statement of Position

1c. Business Phone	1d. Cell No.	1e. Fax No.	1f. E-Mail Address

1b. Address (Street and Number, City, State, and ZIP Code)

2. Identify all issues raised in the o her party's Statement of Position that you dispute and describe the basis of your dispute:

a. EMPLOYER NAME/IDENTITY [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

b. JURISDICTION [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

c. APPROPRIATENESS OF UNIT [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

d. INDIVIDUAL ELIGIBILITY [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

e. BARS TO ELECTION [Box 5 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

f. ALL OTHER ISSUES [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

g. ELECTION DETAILS [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

Full Name and Title of Authorized Representative	Signature of Authorized Representative	Date

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

Please fill all necessary fields on the form PRIOR to digitally signing. To make changes after the form has been signed, right-click on the signature field and click "clear signature." Once complete, please sign the form.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue
Suite 1400
Phoenix, AZ 85004-3099

Agency Website: www.nlrb.gov
Telephone: (602)640-2160
Fax: (602)640-2178

Download
NLRB
Mobile App

November 19, 2021

URGENT

tlowder@starbucks.com

Starbucks Corporation
6807 East Baseline Road, #102
Suite 100
Mesa, AZ 85209

Re: Starbucks Corporation
Case 28-RC-286556

Ladies and Gentlemen:

Enclosed is a copy of a petition that Workers United a/w SEIU filed with the National Labor Relations Board (NLRB) seeking to represent certain of your employees. After a petition is filed, the employer is required to promptly take certain actions so please read this letter carefully to make sure you are aware of the employer's obligations. This letter tells you how to contact the Board agent who will be handling this matter, about the requirement to post and distribute the Notice of Petition for Election, the requirement to complete and serve a Statement of Position Form, the Petitioner's requirement to complete and serve a Responsive Statement of Position Form, a scheduled hearing in this matter, other information needed including a voter list, your right to be represented, and NLRB procedures, including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Attorney Fernando Anzaldua whose telephone number is (602)416-4757. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Regional Attorney Rachel A. Harvey whose telephone number is (602)416-4748. The Board agent may also contact you and the other party or parties to schedule a conference meeting or telephonic or video conference for some time before the close of business the day following receipt of the final Responsive Statement(s) of Position. This will give the parties sufficient time to determine if any issues can be resolved prior to hearing or if a hearing is necessary. If appropriate, the NLRB attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

Required Posting and Distribution of Notice: You must post the enclosed Notice of Petition for Election by **Friday, November 26, 2021** in conspicuous places, including all places where notices to employees are customarily posted. The Notice of Petition for Election must be posted so all pages are simultaneously visible. If you customarily communicate electronically with employees in the petitioned-for unit, you must also distribute the notice electronically to them. You must maintain the posting until the petition is dismissed or withdrawn or this notice is replaced by the Notice of Election. Posting and distribution of the Notice of Petition for Election will inform the employees whose representation is at issue and the employer of their rights and obligations under the National Labor Relations Act in the representation context. Failure to post or distribute the notice may be grounds for setting aside an election if proper and timely objections are filed.

Required Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, the employer is required to complete the enclosed Statement of Position form (including the attached Commerce Questionnaire), have it signed by an authorized representative, and file a completed copy (with all required attachments) with this office and serve it on all parties named in the petition such that it is received by them by **noon Mountain Standard Time** on **December 02, 2021**. This form solicits information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. **This form must be e-Filed, but unlike other e-Filed documents, will *not* be timely if filed on the due date but after noon December 02, 2021.** If you have questions about this form or would like assistance in filling out this form, please contact the Board agent named above.

List(s) of Employees: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx

Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under Section 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

> A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§ 102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

Responsive Statement of Position: In accordance with Section 102.63(b) of the Board's Rules, following timely filing and service of an employer's Statement of Position, the petitioner is required to complete the enclosed Responsive Statement of Position form, have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in the employer's Statement of Position, such that it is received no later than **noon Mountain Standard Time** on **December 07, 2021.**

Notice of Hearing: Enclosed is a Notice of Representation Hearing to be conducted at **10:00 AM** on **Friday, December 10, 2021 via videoconference,** if the parties do not voluntarily agree to an election. If a hearing is necessary, the hearing will run on consecutive days until concluded unless the regional director concludes that extraordinary circumstances warrant otherwise. Before the hearing begins, the NLRB will continue to explore potential areas of agreement with the parties in order to reach an election agreement and to eliminate or limit the costs associated with formal hearings.

Upon request of a party showing good cause, the regional director may postpone the hearing. A party desiring a postponement should make the request to the regional director in writing, set forth in detail the grounds for the request, and include the positions of the other parties regarding the postponement. E-Filing the request is required. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Other Information Needed Now: Please submit to this office, as soon as possible, the following information needed to handle this matter:

(a) A copy of any existing or recently expired collective-bargaining agreements, and any amendments or extensions, or any recognition agreements covering any of your employees in the unit involved in the petition (the petitioned-for unit);

(b) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the petitioned-for unit;

(c) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any.

(d) If you desire a formal check of the showing of interest, you must provide an alphabetized payroll list of employees in the petitioned-for unit, with their job classifications, for the payroll period immediately before the date of this petition. Such a payroll list should be submitted as early as possible prior to the hearing. Ordinarily a formal check of the showing of interest is not performed using the employee list submitted as part of the Statement of Position.

Voter List: If an election is held in this matter, the employer must transmit to this office and to the other parties to the election, an alphabetized list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular telephone numbers) of eligible voters. Usually, the list must be furnished within 2 business days of the issuance of the Decision and Direction of Election or approval of an election agreement. I am advising you of this requirement now, so that you will have ample time to prepare this list. The list must be electronically filed with the Region and served electronically on the other parties. To guard against potential abuse, this list may not be used for purposes other than the representation proceeding, NLRB proceedings arising from it or other related matters.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or at the Regional office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a

written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determinations solely based on the documents and evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the petition.

Information about the NLRB and our customer service standards is available on our website, www.nlrb.gov, or from an NLRB office upon your request. We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Cornele A. Overstreet
Regional Director

Enclosures

1. Petition
2. Notice of Petition for Election (Form 5492)
3. Notice of Representation Hearing
4. Description of Procedures in Certification and Decertification Cases (Form 4812)
5. Statement of Position form and Commerce Questionnaire (Form 505)
6. Responsive Statement of Position (Form 506)

cc: Starbucks Corporation
2401 Utah Avenue South, Suite 800
Seattle, WA 98134

Brooke E. Niedecken, Attorney at Law
Littler Mendelson PC
41 South High Street, Suite 3250
Columbus, OH 43215

Adam-Paul Tuzzo, Attorney at Law
Littler Mendelson, P.C.
111 East Kilbourn Avenue, Suite 1000
Milwaukee, WI 53202

CAO/FA/mhz

Form NLRB-5492
(Rev: 12-2015)

National Labor Relations Board

NOTICE OF PETITION FOR ELECTION

This notice is to inform employees that Workers United a/w SEIU has filed a petition with the National Labor Relations Board (NLRB), a Federal agency, in Case 28-RC-286556 seeking an election to become certified as the representative of the employees of Starbucks Corporation in the unit set forth below:

INCLUDED: All full-time and regular part-time Baristas, Shift Supervisors, Assistant Store Managers

EXCLUDED: Store Managers, office clericals, guards, and supervisors as defined by the Act.

This notice also provides you with information about your basic rights under the National Labor Relations Act, the processing of the petition, and rules to keep NLRB elections fair and honest.

YOU HAVE THE RIGHT under Federal Law

- **To self-organization**
- **To form, join, or assist labor organizations**
- **To bargain collectively through representatives of your own choosing**
- **To act together for the purposes of collective bargaining or other mutual aid or protection**
- **To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).**

PROCESSING THIS PETITION

Elections do not necessarily occur in all cases after a petition is filed. NO FINAL DECISIONS HAVE BEEN MADE YET regarding the appropriateness of the proposed unit or whether an election will be held in this matter. If appropriate, the NLRB will first see if the parties will enter into an election agreement that specifies the method, date, time, and location of an election and the unit of employees eligible to vote. If the parties do not enter into an election agreement, usually a hearing is held to receive evidence on the appropriateness of the unit and other issues in dispute. After a hearing, an election may be directed by the NLRB, if appropriate.

IF AN ELECTION IS HELD, it will be conducted by the NLRB by secret ballot and Notices of Election will be posted before the election giving complete details for voting.

ELECTION RULES

The NLRB applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of any party act in such a way as to interfere with your right to a free election, the election can be set aside by the NLRB. Where appropriate the NLRB provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with employees' rights and may result in setting aside the election:

- **Threatening loss of jobs or benefits by an employer or a union**
- **Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises**
- **An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity**
- **Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or, if the election is conducted by mail, from the time and date the ballots are scheduled to be sent out by the Region until the time and date set for their return**
- **Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals**
- **Threatening physical force or violence to employees by a union or an employer to influence their votes**

Please be assured that IF AN ELECTION IS HELD, every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with the NLRB in maintaining basic principles of a fair election as required by law. The NLRB as an agency of the United States Government does not endorse any choice in the election.

For additional information about the processing of petitions, go to www.nlrb.gov or contact the NLRB at (602)640-2160.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE. IT MUST REMAIN POSTED WITH ALL PAGES SIMULTANEOUSLY VISIBLE UNTIL REPLACED BY THE NOTICE OF ELECTION OR THE PETITION IS DISMISSED OR WITHDRAWN.

National Labor Relations Board

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED A/W SEIU

Petitioner

NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 AM on **Friday, December 10, 2021** and on consecutive days thereafter until concluded, via videoconference, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Starbucks Corporation must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that is received by them by no later than **noon** Mountain Standard time on **December 02, 2021.** Following timely filing and service of a Statement of Position by Starbucks Corporation, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such they are received by them no later than **noon** Mountain Standard on **December 07, 2021**.

Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website (www.nlrb.gov), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden. Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the E-Filing System User Guide

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Mountain Standard on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.

Dated: November 19, 2021

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director
National Labor Relations Board
Region 28

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED A/W SEIU

Petitioner

AFFIDAVIT OF SERVICE OF: Petition dated November 18, 2021**, Notice of Representation Hearing dated** November 19, 2021**, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, and Statement of Position Form (Form NLRB-505).**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 19, 2021, I served the above documents by electronic mail upon the following persons, addressed to them at the following addresses:

Starbucks Corporation
6807 East Baseline Road, #102
Suite 100
Mesa, AZ 85209
tlowder@starbucks.com

Adam-Paul Tuzzo, Attorney at Law
Littler Mendelson, P.C.
111 East Kilbourn Avenue, Suite 1000
Milwaukee, WI 53202
atuzzo@littler.com

Starbucks Corporation
2401 Utah Avenue South, Suite 800
Seattle, WA 98134
kevin.johnson@starbucks.com

Brooke E. Niedecken, Attorney at Law
Littler Mendelson PC
41 South High Street, Suite 3250
Columbus, OH 43215
bniedecken@littler.com

Workers United a/w SEIU
22 South 22nd Street
Philadelphia, PA 19103
rminter@pjbwu.org

Ian Hayes, Attorney at Law
Creighton, Johnsen & Giroux
1103 Delaware Avenue
Buffalo, NY 14209
ihayes@cpjglaborlaw.com

November 19, 2021
Date

Mary H Zorn, Designated Agent of NLRB
Name

/s/ Mary H Zorn
Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

DESCRIPTION OF REPRESENTATION CASE PROCEDURES IN CERTIFICATION AND DECERTIFICATION CASES

The National Labor Relations Act grants employees the right to bargain collectively through representatives of their own choosing and to refrain from such activity. A party may file an RC, RD or RM petition with the National Labor Relations Board (NLRB) to conduct a secret ballot election to determine whether a representative will represent, or continue to represent, a unit of employees. An **RC** petition is generally filed by a union that desires to be certified as the bargaining representative. An **RD** petition is filed by employees who seek to remove the currently recognized union as the bargaining representative. An **RM** petition is filed by an employer who seeks an election because one or more individuals or unions have sought recognition as the bargaining representative, or based on a reasonable belief supported by objective considerations that the currently recognized union has lost its majority status. This form generally describes representation case procedures in RC, RD and RM cases, also referred to as certification and decertification cases.

Right to be Represented – Any party to a case with the NLRB has the right to be represented by an attorney or other representative in any proceeding before the NLRB. A party wishing to have a representative appear on its behalf should have the representative complete a Notice of Appearance (Form NLRB-4701), and E-File it at www.nlrb.gov or forward it to the NLRB Regional Office handling the petition as soon as possible.

Filing and Service of Petition – A party filing an RC, RD or RM petition is required to serve a copy of its petition on the parties named in the petition along with this form and the Statement of Position form. The petitioner files the petition with the NLRB, together with (1) a certificate showing service of these documents on the other parties named in the petition, and (2) a showing of interest to support the petition. The showing of interest is not served on the other parties.

Notice of Hearing – After a petition in a certification or decertification case is filed with the NLRB, the NLRB reviews the petition, certificate of service, and the required showing of interest for sufficiency, assigns the petition a case number, and promptly sends letters to the parties notifying them of the Board agent who will be handling the case. In most cases, the letters include a Notice of Representation Hearing. Except in cases presenting unusually complex issues, this pre-election hearing is set for a date 14 business days (excluding weekends and federal holidays) from the date of service of the notice of hearing. Once the hearing begins, it will continue day to day until completed absent extraordinary circumstances. The Notice of Representation Hearing also sets the due date for filing and serving the Statement(s) of Position and the Responsive Statement of Position(s). Included with the Notice of Representation Hearing are the following: (1) copy of the petition, (2) this form, (3) Statement of Position for non-petitioning parties, (4) petitioner's Responsive Statement of Position, (5) Notice of Petition for Election, and (6) letter advising how to contact the Board agent who will be handling the case and discussing those documents.

Hearing Postponement: Requests to postpone the hearing are not routinely granted, but the regional director may postpone the hearing for good cause. A party wishing to request a postponement should make the request in writing and set forth in detail the grounds for the request. The request should include the positions of the other parties regarding the postponement. The request must be filed electronically ("E-Filed") on the Agency's website (www.nlrb.gov) by following the instructions on the website. A copy of the request must be served simultaneously on all the other parties, and that fact must be noted in the request.

Statement of Position Form and List(s) of Employees – The Statement of Position form solicits commerce and other information that will facilitate entry into election agreements or streamline the pre-election hearing if the parties are unable to enter into an election agreement. In an **RC** or **RD** case, as part of its Statement of Position form, the employer also provides a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. If the employer contends that the proposed unit is not appropriate, the employer must separately list the same information for all individuals that the employer contends must be added to the proposed unit to make it an appropriate unit, and must further indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional

form for the list is provided on the NLRB website at www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx

Ordinarily the Statement of Position must be filed with the Regional Office and served on the other parties such that it is received by them by noon 8 business days from the issuance of the Notice of Hearing. The regional director may postpone the due date for filing and serving the Statement of Position for good cause. The Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Statement of Position due date. If a party wishes to request both a postponement of the hearing and a postponement of the Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Responsive Statement of Position – Petitioner's Responsive Statement(s) of Position solicits a response to the Statement(s) of Position filed by the other parties and further facilitates entry into election agreements or streamlines the preelection hearing. A petitioner must file a Responsive Statement of Position in response to each party's Statement of Position addressing each issue in each Statement of Position(s), if desired. In the case of an RM petition, the employer-petitioner must also provide commerce information and file and serve a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit. Ordinarily, the Responsive Statement of Position must be electronically filed with the Regional Office and served on the other parties such that it is received by noon 3 business days prior to the hearing. The regional director may postpone the due date for filing and serving the Responsive Statement of Position for good cause. The Responsive Statement of Position form must be E-Filed but, unlike other E-Filed documents, will not be timely if filed on the due date but after noon in the time zone of the Region where the petition is filed. Consequences for failing to satisfy the Responsive Statement of Position requirement are discussed on the following page under the heading "Preclusion." A request to postpone the hearing will not automatically be treated as a request for an extension of the Responsive Statement of Position due date. If a party wishes to request both a postponement of the hearing and a Postponement of the Responsive Statement of Position due date, the request must make that clear and must specify the reasons that postponements of both are sought.

Posting and Distribution of Notice of Petition for Election – Within 5 business days after service of the notice of hearing, the employer must post the Notice of Petition for Election in conspicuous places, including all places where notices to employees are customarily posted, and must also distribute it electronically to the employees in the petitioned-for unit if the employer customarily communicates with these employees electronically. The employer must maintain the posting until the petition is dismissed or withdrawn, or the Notice of Petition for Election is replaced by the Notice of Election. The employer's failure properly to post or distribute the Notice of Petition for Election may be grounds for setting aside the election if proper and timely objections are filed.

Election Agreements – Elections can occur either by agreement of the parties or by direction of the regional director or the Board. Three types of agreements are available: (1) a Consent Election Agreement (Form NLRB-651); (2) a Stipulated Election Agreement (Form NLRB-652); and (3) a Full Consent Agreement (Form NLRB-5509). In the Consent Election Agreement and the Stipulated Election Agreement, the parties agree on an appropriate unit and the method, date, time, and place of a secret ballot election that will be conducted by an NLRB agent. In the Consent Agreement, the parties also agree that post-election matters (election objections or determinative challenged ballots) will be resolved with finality by the regional director; whereas in the Stipulated Election Agreement, the parties agree that they may request Board review of the regional director's post-election determinations. A Full Consent Agreement provides that the regional director will make final determinations regarding all pre-election and post-election issues.

Hearing Cancellation Based on Agreement of the Parties – The issuance of the Notice of Representation Hearing does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments and the Board agent assigned to the case will work with the parties to enter into an election agreement, so the parties can avoid the time and expense of participating in a hearing.

Hearing – A hearing will be held unless the parties enter into an election agreement approved by the regional director or the petition is dismissed or withdrawn.

***Purpose of Hearing*:** The primary purpose of a pre-election hearing is to determine if a question of representation exists. A question of representation exists if a proper petition has been filed concerning a unit

appropriate for the purpose of collective bargaining or, in the case of a decertification petition, concerning a unit in which a labor organization has been certified or is being currently recognized by the employer as the bargaining representative.

***Issues at Hearing*:** Issues that might be litigated at the pre-election hearing include: jurisdiction; labor organization status; bars to elections; unit appropriateness; expanding and contracting unit issues; inclusion of professional employees with nonprofessional employees; seasonal operation; potential mixed guard/non-guard unit; and eligibility formulas. At the hearing, the timely filed Statement of Position and Responsive Statement of Position(s) will be received into evidence. The hearing officer will not receive evidence concerning any issue as to which the parties have not taken adverse positions, except for evidence regarding the Board's jurisdiction over the employer and evidence concerning any issue, such as the appropriateness of the proposed unit, as to which the regional director determines that record evidence is necessary.

***Preclusion*:** At the hearing, a party will be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or Responsive Statement of Position(s) or to place in dispute in timely response to another party's Statement of Position or response, except that no party will be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. As set forth in §102.66(d) of the Board's rules, if the employer fails to timely furnish the lists of employees, the employer will be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

***Conduct of Hearing*:** If held, the hearing is usually open to the public and will be conducted by a hearing officer of the NLRB. Any party has the right to appear at any hearing in person, by counsel, or by other representative, to call, examine, and cross-examine witnesses, and to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation. The hearing officer also has the power to call, examine, and cross-examine witnesses and to introduce into the record documentary and other evidence. Witnesses will be examined orally under oath. The rules of evidence prevailing in courts of law or equity shall not be controlling. Parties appearing at any hearing who have or whose witnesses have disabilities falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, should notify the regional director as soon as possible and request the necessary assistance.

***Official Record*:** An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (Copies of exhibits should be supplied to the hearing officer and other parties at the time the exhibit is offered in evidence.) All statements made at the hearing will be recorded by the official reporter while the hearing is on the record. If a party wishes to make off-the-record remarks, requests to make such remarks should be directed to the hearing officer and not to the official reporter. After the close of the hearing, any request for corrections to the record, either by stipulation or motion, should be forwarded to the regional director.

***Motions and Objections*:** All motions must be in writing unless stated orally on the record at the hearing and must briefly state the relief sought and the grounds for the motion. A copy of any motion must be served immediately on the other parties to the proceeding. Motions made during the hearing are filed with the hearing officer. All other motions are filed with the regional director, except that motions made after the transfer of the record to the Board are filed with the Board. If not E-Filed, an original and two copies of written motions shall be filed. Statements of reasons in support of motions or objections should be as concise as possible. Objections shall not be deemed waived by further participation in the hearing. On appropriate request, objections may be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

***Election Details*:** Prior to the close of the hearing the hearing officer will: (1) solicit the parties' positions (but will not permit litigation) on the type, date(s), time(s), and location(s) of the election and the eligibility period; (2) solicit the name, address, email address, facsimile number, and phone number of the employer's on-site representative to whom the regional director should transmit the Notice of Election if an election is directed; (3) inform the parties that the regional director will issue a decision as soon as practicable and will immediately transmit the document to the parties and their designated representatives by email, facsimile, or by overnight mail (if neither an email address nor facsimile number was provided); and (4) inform the parties of their obligations if the director directs an election and of the time for complying with those obligations.

***Oral Argument and Briefs*:** Upon request, any party is entitled to a reasonable period at the close of the hearing for oral argument, which will be included in the official transcript of the hearing. At any time before the close of the hearing, any party may file a memorandum addressing relevant issues or points of law. Post-hearing briefs shall be due within 5 business days of the close of the hearing. The hearing officer may allow up to 10 additional business days for such briefs prior to the close of hearing and for good cause. If filed, copies of the memorandum or brief shall be served on all other parties to the proceeding and a statement of such service shall be filed with the memorandum or brief. No reply brief may be filed except upon special leave of the regional director. Briefs including electronic documents, filed with the Regional Director must be formatted as double-spaced in an 8½ by 11 inch format and must be e-filed through the Board's website, www.nlrb.gov.

Regional Director Decision - After the hearing, the regional director issues a decision directing an election, dismissing the petition or reopening the hearing. A request for review of the regional director's pre-election decision may be filed with the Board at any time after issuance of the decision until 10 business days after a final disposition of the proceeding by the regional director. Accordingly, a party need not file a request for review before the election in order to preserve its right to contest that decision after the election. Instead, a party can wait to see whether the election results have mooted the basis of an appeal. The Board will grant a request for review only where compelling reasons exist therefor.

Voter List – The employer must provide to the regional director and the parties named in the election agreement or direction of election a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cellular ("cell") telephone numbers) of all eligible voters. (In construction industry elections, unless the parties stipulate to the contrary, also eligible to vote are all employees in the unit who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.) The employer must also include in a separate section of the voter list the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge or those individuals who, according to the direction of election, will be permitted to vote subject to challenge. The list of names must be alphabetized (overall or by department) and be in the same Microsoft Word file (or Microsoft Word compatible file) format as the initial lists provided with the Statement of Position form unless the parties agree to a different format or the employer certifies that it does not possess the capacity to produce the list in the required form. When feasible, the list must be filed electronically with the regional director and served electronically on the other parties named in the agreement or direction. To be timely filed and served, the voter list must be received by the regional director and the parties named in the agreement or direction respectively within 2 business days after the approval of the agreement or issuance of the direction of elections unless a longer time is specified in the agreement or direction. A certificate of service on all parties must be filed with the regional director when the voter list is filed. The employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The parties shall not use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

Waiver of Time to Use Voter List – Under existing NLRB practice, an election is not ordinarily scheduled for a date earlier than 10 calendar days after the date when the employer must file the voter list with the Regional Office. However, the parties entitled to receive the voter list may waive all or part of the 10-day period by executing Form NLRB-4483. A waiver will not be effective unless all parties who are entitled to the list agree to waive the same number of days.

Election – Information about the election, requirements to post and distribute the Notice of Election, and possible proceedings after the election is available from the Regional Office and will be provided to the parties when the Notice of Election is sent to the parties.

Withdrawal or Dismissal – If it is determined that the NLRB does not have jurisdiction or that other criteria for proceeding to an election are not met, the petitioner is offered an opportunity to withdraw the petition. If the petitioner does not withdraw the petition, the regional director will dismiss the petition and advise the petitioner of the reason for the dismissal and of the right to appeal to the Board.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A STATEMENT OF POSITION FORM

Completing and Filing this Form: The Notice of Hearing indicates which parties are responsible for completing the form. If you are required to complete the form, you must have it signed by an authorized representative and file a completed copy (including all attachments) with the RD and serve copies on all parties named in the petition by the date and time established for its submission. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must EFile your Statement of Position at www.nlrb.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed.**

> **Note:** ***Non-employer parties who complete this Statement of Position are NOT required to complete items 8f and 8g of the form, or to provide a commerce questionnaire or the lists described in item 7.***

Required Lists: The employer's Statement of Position must include a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. If the employer contends that the proposed unit is inappropriate, the employer must separately list the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit to make it an appropriate unit. The employer must also indicate those individuals, if any, whom it believes must be excluded from the proposed unit to make it an appropriate unit. These lists must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the lists in the required form, the lists must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at **www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx**.

Consequences of Failure to Supply Information: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

> A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

FORM NLRB-505
(12-20)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE	
Case No.	Date Filed
28-RC-286556	November 18, 2021

INSTRUCTIONS: *Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.*
Note: *Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7.*

1a. Full name of party filing Statement of Position	1c. Business Phone:	1e. Fax No.:
1b. Address *(Street and number, city, state, and ZIP code)*	1d. Cell No.:	1f. e-Mail Address

2. Do you agree that the NLRB has jurisdiction over the Employer in this case? [ ] Yes [ ] No
(A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)

3. Do you agree that the proposed unit is appropriate? [ ] Yes [ ] No *(If not, answer 3a and 3b)*

a. State the basis for your contention hat the proposed unit is not appropriate. (*If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards)*

b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.

Added	Excluded

4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contes ing their eligibility.

5. Is there a bar to conducting an election in this case? [ ] Yes [ ] No *If yes, state the basis for your position.*

6. Describe all other issues you intend to raise at the pre-election hearing.

7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at **www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx**.
(a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of he petition who remain employed as of the date of the filing of the pe ition. (Attachment B)
(b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be *added* to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be *excluded* from the proposed unit to make it an appropriate unit. (Attachment D)

8a. State your position with respect to the details of any election that may be conducted in this matter. Type: [ ] Manual [ ] Mail [ ] Mixed Manual/Mail

8b. Date(s)	8c. Time(s)	8d. Location(s)
8e. Eligibility Period (e.g. special eligibility formula)	8f. Last Payroll Period Ending Date	8g. Length of payroll period [ ] Weekly [ ]Biweekly [ ] Other *(specify length)*

9. Representative who will accept service of all papers for purposes of the representation proceeding

9a. Full name and title of authorized representative	9b. Signature of authorized representative	9c. Date
9d. Address *(Street and number, city, state, and ZIP code)*		9e. e-Mail Address
9f. Business Phone No.:	9g. Fax No.	9h. Cell No.

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U S C Section 151 et seq The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings The routine uses for the information are fully set forth in the Federal Register, 71 Fed 74942-43 (December 13, 2006) The NLRB will further explain these uses upon request Failure to supply the information requested by this form may preclude you from litigating issues under 102 66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court

FORM NLRB-5081
(3-11)

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER
	28-RC-286556

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS *(Products handled or manufactured, or nature of services performed).*

7A. PRINCIPAL LOCATION:	7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:	B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT *(Check the appropriate box):* [ ] **CALENDAR** [ ] **12 MONTHS** or [ ] **FISCAL YEAR** *(FY DATES _____)*

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value. $_____		
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided. $_____		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than $50,000, indicate amount. $_____		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount. $_____		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount. $_____		
H. **Gross Revenues** from all sales or performance of services ***(Check the largest amount)*** [ ] $100,000 [ ] $250,000 [ ] $500,000 [ ] $1,000,000 or more If less than $100,000, indicate amount.		
I. **Did you begin operations within the last 12 months?** If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO *(If yes, name and address of association or group).*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE *(Type or Print)*	SIGNATURE	E-MAIL ADDRESS	DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

REVIEW THE FOLLOWING IMPORTANT INFORMATION BEFORE FILLING OUT A RESPONSIVE STATEMENT OF POSITION FORM

Completing and Filing this Form: For **RC and RD petitions**, the Petitioner is required to complete this form in response to each timely filed and served Statement of Position filed by another party. For **RM petitions**, the Employer-Petitioner must complete a Responsive Statement of Position form and submit the list described below. In accordance with Section 102.63(b) of the Board's Rules, if you are required to complete the form, you must have it signed by an authorized representative, and file a completed copy with any necessary attachments, with this office and serve it on all parties named in the petition responding to the issues raised in another party's Statement of Position, such that it is received no later than noon three business days before the date of the hearing. A separate form must be completed for each timely filed and properly served Statement of Position you receive. If more space is needed for your answers, additional pages may be attached. If you have questions about this form or would like assistance in filling out this form, please contact the Board agent assigned to handle this case. **You must E-File your Responsive Statement of Position at www.NLRB.gov, but unlike other e-Filed documents, it will *not* be timely if filed on the due date but after noon in the time zone of the Region where the petition was filed. Note that if you are completing this form as a PDF downloaded from www.NLRB.gov, the form will lock upon signature and no further editing may be made.**

Required List: In addition to responding to the issues raised in another party's Statement of Position, if any, the Employer-Petitioner in an RM case is required to file and serve on the parties a list of the full names, work locations, shifts, and job classifications of all individuals in the proposed unit as of the payroll period preceding the filing of the petition who remain employed at the time of filing. This list must be alphabetized (overall or by department). Unless the employer certifies that it does not possess the capacity to produce the list in the required form, the list must be in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word, the first column of the table must begin with each employee's last name, and the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional Forms for Voter List.docx

Consequences of Failure to Submit a Responsive Statement of Position: Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations. Section 102.66(d) provides as follows:

> A party shall be precluded from raising any issue, presenting any evidence relating to any issue, cross-examining any witness concerning any issue, and presenting argument concerning any issue that the party failed to raise in its timely Statement of Position or to place in dispute in response to another party's Statement of Position or response, except that no party shall be precluded from contesting or presenting evidence relevant to the Board's statutory jurisdiction to process the petition. Nor shall any party be precluded, on the grounds that a voter's eligibility or inclusion was not contested at the pre-election hearing, from challenging the eligibility of any voter during the election. If a party contends that the proposed unit is not appropriate in its Statement of Position but fails to specify the classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit, the party shall also be precluded from raising any issue as to the appropriateness of the unit, presenting any evidence relating to the appropriateness of the unit, cross-examining any witness concerning the appropriateness of the unit, and presenting argument concerning the appropriateness of the unit. If the employer fails to timely furnish the lists of employees described in §§102.63(b)(1)(iii), (b)(2)(iii), or (b)(3)(iii), the employer shall be precluded from contesting the appropriateness of the proposed unit at any time and from contesting the eligibility or inclusion of any individuals at the pre-election hearing, including by presenting evidence or argument, or by cross-examination of witnesses.

FORM NLRB-506
(12-20)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

RESPONSIVE STATEMENT OF POSITION – RC, RD or RM PETITION

DO NOT WRITE IN THIS SPACE	
Case No.	Date Filed
28-RC-286556	November 18, 2021

INSTRUCTIONS: *If a party has submitted and served on you a timely Statement of Position to an RC, RD or RM petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitioner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.*

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Position received from the following party:

The Employer	**An Intervenor/Union**

1a. Full Name of Party Filing Responsive Statement of Position

1c. Business Phone	1d. Cell No.	1e. Fax No.	1f. E-Mail Address

1b. Address (Street and Number, City, State, and ZIP Code)

2. Identify all issues raised in the o her party's Statement of Position that you dispute and describe the basis of your dispute:

a. EMPLOYER NAME/IDENTITY [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

b. JURISDICTION [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

c. APPROPRIATENESS OF UNIT [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

d. INDIVIDUAL ELIGIBILITY [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

e. BARS TO ELECTION [Box 5 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

f. ALL OTHER ISSUES [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

g. ELECTION DETAILS [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

Full Name and Title of Authorized Representative	Signature of Authorized Representative	Date

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

Please fill all necessary fields on the form PRIOR to digitally signing. To make changes after the form has been signed, right-click on the signature field and click "clear signature." Once complete, please sign the form.

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Starbucks Corporation

and

Workers United

CASE Inquiry #1-3043445531

☒ **REGIONAL DIRECTOR**

☐ **EXECUTIVE SECRETARY**
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ **GENERAL COUNSEL**
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Starbucks Corporation

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ **REPRESENTATIVE IS AN ATTORNEY**

☒ **IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.**

(REPRESENTATIVE INFORMATION)

NAME: Brooke E. Niedecken

MAILING ADDRESS: Littler Mendelson, 41 South High Street, Suite 3250, Columbus, OH 43215

E-MAIL ADDRESS: bniedecken@littler.com

OFFICE TELEPHONE NUMBER: 614-463-4214

CELL PHONE NUMBER: 614-406-1315 ***FAX:*** 614-737-5339

SIGNATURE: Brooke E. Niedecken
(Please sign in ink.)

DATE: November 19, 2021

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Starbucks Corporation

and

Workers United

CASE Inquiry #1-3043445531

☒ **REGIONAL DIRECTOR**

☐ **EXECUTIVE SECRETARY**
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ **GENERAL COUNSEL**
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____

Starbucks Corporation

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

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(REPRESENTATIVE INFORMATION)

NAME: Brooke E. Niedecken

MAILING ADDRESS: Littler Mendelson, 41 South High Street, Suite 3250, Columbus, OH 43215

E-MAIL ADDRESS: bniedecken@littler.com

OFFICE TELEPHONE NUMBER: 614-463-4214

CELL PHONE NUMBER: 614-406-1315 ***FAX:*** 614-737-5339

SIGNATURE: Adam Tuzzo
(Please sign in ink.)

DATE: November 19, 2021

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FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Workers United

and

Starbucks Corporation

CASE 28-RC-286556

[X] REGIONAL DIRECTOR

[ ] EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

[ ] GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF

Starbucks Corporation

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

[X] REPRESENTATIVE IS AN ATTORNEY

[ ] IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Brittany L. Stepp

MAILING ADDRESS: Litter Mendelson, P.C. - Three Parkway, 1601 Cherry Street, Suite 1400, Philadelphia, PA 19102-1321

E-MAIL ADDRESS: BStepp@littler.com

OFFICE TELEPHONE NUMBER: 267.402.3124

CELL PHONE NUMBER: 267.207.5843 *FAX:* 267.402.3131

SIGNATURE: /s/ Brittany L. Stepp
(Please sign in ink.)

DATE: 12/07/2021

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED

Petitioner

ORDER DENYING EMPLOYER'S REQUEST FOR EXTENSION OF TIME TO FILE POST-HEARING BRIEFS

On December 14, 2021, the Hearing Officer in the above-referenced matter set the time for filing of post-hearing briefs to December 21, 2021. The Employer, before the close of the hearing, requested an extension of time to file post-hearing briefs and the Hearing Officer denied the request.

On December 15, 2021, the Employer again requested, in writing, an extension of time for the parties to file post-hearing briefs until December 29, 2021. The Petitioner opposes the request.

The same or similar issues litigated during the hearing in this proceeding have been litigated and/or briefed in two prior R case hearings in Region 3 in Case Nos. in 03-RC-282115, 03-RC-282127, 03-RC-282139, 03-RC-285929, 03-RC-285986, and 03-RC-285989. Additionally, the parties submitted thorough Statements of Positions preceding the hearing, with case law and argument related to the issues litigated. Finally, the Employer has not identified what, if any, additional information they would provide that has not already been provided during the preceding cases referenced above or during the hearing conducted in this matter.

Accordingly, based on the foregoing and in the absence of good cause shown,

IT IS HEREBY ORDERED that the Employer's request for an extension of time be, and the same hereby is, denied.

Dated at Phoenix, Arizona, this 16th day of December, 2021.

/s/ Cornele A. Overstreet
Cornele A. Overstreet, Regional Director

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED

Petitioner

AFFIDAVIT OF SERVICE OF ORDER DENYING EMPLOYER'S REQUEST FOR EXTENSION OF TIME TO FILE POST-HEARING BRIEF

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **December 16, 2021,** I served the above-entitled document(s) by **E-Issuance/Service** upon the following persons, addressed to them at the following addresses:

Brooke E. Niedecken, Attorney at Law
Littler Mendelson PC
41 South High Street, Suite 3250
Columbus, OH 43215

Tricia Lowder, District Manager
Starbucks Corporation
6807 East Baseline Road #102, Suite 100
Mesa, AZ 85209

Adam-Paul Tuzzo, Attorney at Law
Littler Mendelson, PC
111 East Kilbourn Avenue, Suite 1000
Milwaukee, WI 53202

Brittany L. Stepp, Attorney at Law
Littler Mendelson, PC
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102

Ian Hayes, Attorney at Law
Creighton, Johnsen & Giroux
1103 Delaware Avenue
Buffalo, NY 14209

Richard Minter, Assistant Manager
Workers United
22 South 22nd Street
Philadelphia, PA 19103

December 16, 2021
Date

Dawn M. Moore,
Designated Agent of NLRB
Name

/s/ Dawn M. Moore
Signature

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

In the Matter of: **STARBUCKS CORPORATION,** Employer, and **WORKERS UNITED** Petitioner.	Case No. **28-RC-286556**

The above-entitled matter came on for hearing pursuant to notice, before **FERNANDO ANZALDUA**, Hearing Officer, at the **National Labor Relations Board, Phoenix, Arizona, via Zoom,** on **Friday, December 10, 2021,** at **10:00 a.m., Mountain Standard Time.**

1 **A P P E A R A N C E S**
2
3 **On Behalf of the Employer:**
4
5 BROOKE NIEDECKEN, ESQ.
6 Littler Mendelson PC
7 41 South High Street, Suite 3250
8 Columbus, Ohio 43215
9 (614) 463-4214
10 bniedecken@littler.com
11
12 ADAM-PAUL JOHN TUZZO, ESQ.
13 Littler Mendelson PC
14 111 East Kilbourn Avenue, Suite 1000
15 Milwaukee, Wisconsin 53202
16 (414) 978-4606
17 atuzzo@littler.com
18
19
20 **On Behalf of the Petitioner:**
21
22 IAN HAYES, ESQ.
23 Creighton Johnsen & Giroux
24 1103 Delaware Avenue
25 Buffalo, NY 14209
26 (716) 854-0007
27 ihayes@cpjglaborlaw.com
28
29
30
31

1 **I N D E X**

WITNESSES	DIRECT	CROSS	REDIRECT	RECROSS	VOIR DIRE
Andrea Streedain	23	--	--	--	51
	51	97	108	--	--
Karen Parrott	111	133	--	--	--

1 **E X H I B I T S**

EXHIBIT	FOR IDENTIFICATION	IN EVIDENCE
BOARD'S		
B-1(a) through 1(d)	6	6
B-2	7	8
B-3	10	10
B-4	10	11
EMPLOYER'S		
E-202 (amended)	47	51
E-203	81	82
E-204	92	93
E-205	94	95
E-206	116	128

1 **P R O C E E D I N G S**

2 **(Time Noted: 10:18 a.m.)**

3 HEARING OFFICER ANZALDUA: The hearing will be in order.
4 This is a Formal Proceeding, "In the Matter of Starbucks
5 Corporation," Case Number 28-RC-286556 before the National
6 Labor Relations Board. The hearing in this matter is being
7 conducted via Zoom. The hearing officer appearing for the
8 National Labor Relations Board is myself, Fernando Anzaldua.
9 All parties have been informed of the procedures at
10 formal hearings before the Board by a service of a
11 Description of Procedures in Certification and
12 Decertification Cases with the Notice of Hearing. I have
13 additional copies of this document for electronic
14 distribution if any party wants more.
15 At this time, will counsel please state their
16 appearances for the record, for Petitioner?
17 MR. HAYES: Ian Hayes, Creighton, Johnsen & Giroux for
18 Petitioner Workers United.
19 HEARING OFFICER ANZALDUA: For the Employer?
20 MS. NIEDECKEN: Brooke Niedecken with Littler Mendelson
21 for Starbucks.
22 MR. TUZZO: Adam Tuzzo with Littler Mendelson for
23 Starbucks.
24 HEARING OFFICER ANZALDUA: Are there any other
25 appearances?

1 **(No response.)**

2 HEARING OFFICER ANZALDUA: Let the record show no

3 response.

4 Are there any other persons, parties or labor

5 organizations in the hearing room who claim an interest in

6 this proceeding?

7 **(No response.)**

8 HEARING OFFICER ANZALDUA: Let the record show no

9 response.

10 **(Board's Exhibits 1(a) through 1(d) marked for**

11 **identification.)**

12 HEARING OFFICER ANZALDUA: I now propose to receive the

13 Formal Papers. They have been marked for identification as

14 Board Exhibits 1-a through 1-d, inclusive. Board Exhibit 1-d

15 being the index and description of the entire exhibit. The

16 exhibit has already been shown to all parties.

17 Are there any objections to the receipt of these

18 exhibits into the record?

19 MR. HAYES: No objection.

20 MS. NIEDECKEN: No objection.

21 HEARING OFFICER ANZALDUA: Hearing no objections, the

22 Formal Papers are received into evidence.

23 **(Board's Exhibit 1(a) through 1(d) received into**

24 **evidence.)**

25 HEARING OFFICER ANZALDUA: Are there any motions to

1 intervene in these proceedings to be submitted to the hearing
2 officer for ruling?
3 **(No response.)**
4 HEARING OFFICER ANZALDUA: Let the record show no
5 response.
6 Are there any pre-hearing motions made by any party that
7 need to be addressed at this time?
8 **(No response.)**
9 HEARING OFFICER ANZALDUA: Let the record show no
10 response.
11 **All right, let's go ahead and go off the record briefly.**
12 **(Off the record from 10:20 a.m. to 10:26 a.m.)**
13 **HEARING OFFICER ANZALDUA: All right, we're back on the**
14 **record.**
15 And we briefly discussed Board Exhibit 2; the parties
16 are in agreement of the content of Board Exhibit 2.
17 **(Board's Exhibit 2 marked for identification.)**
18 HEARING OFFICER ANZALDUA: The parties to this
19 proceeding have executed a document, which is marked as Board
20 Exhibit 2. The exhibit contains a series of stipulations
21 including, among other items, that the Petitioner is a labor
22 organization within the meaning of the Act, that there is no
23 contract bar, that the Employer meets the jurisdictional
24 standards of the Board, and stipulations on part of the unit
25 description.

1 Are there any objections to the receipt of Board Exhibit
2 2?
3 MR. HAYES: No objection.
4 MS. NIEDECKEN: No objection.
5 HEARING OFFICER ANZALDUA: Hearing no objections, Board
6 Exhibit 2 is received into evidence.
7 **(Board's Exhibit 2 received into evidence.)**
8 HEARING OFFICER ANZALDUA: And are there other petitions
9 pending in other regional offices involving other facilities
10 of the Employer?
11 MR. HAYES: Yes, there are several -- there are six
12 petitions total in Region 3 in the Buffalo area, which it's
13 my understanding that this case is -- the record in this case
14 is going to include the records in those two cases, so the --
15 I guess the information about them is --
16 HEARING OFFICER ANZALDUA: That's correct.
17 For the Employer, do you have a position on the taking
18 administrative notice of the records in those two prior
19 hearings?
20 MS. NIEDECKEN: The Employer agrees that that's
21 appropriate.
22 HEARING OFFICER ANZALDUA: Okay. I hereby take
23 administrative notice of the record, including transcripts
24 and exhibits from the hearing conducted in Case Numbers 3-RC-
25 282115, Case Number 3-RC-282127, and Case Number 3-RC-282139.

1 I will also take administrative notice of the record,
2 including transcripts and exhibits from the hearing conducted
3 in Case Number 3-RC-285929 and 3-RC-285986, and Case Number
4 3-RC-285989.
5 The parties are reminded that prior to the close of the
6 hearing I will be soliciting the parties' position on
7 election details, including the type of election, whether
8 it's mail, manual or partial mail and manual; best days of
9 weeks; the times and locations for conducting an election;
10 any dates in which an election could not occur, including the
11 reason. Where and how to conduct the count of ballots; and
12 the eligibility period, but the Region will not permit
13 litigation on those issues, although we would solicit your
14 information regarding that. The hearing officer will also
15 inquire as to the need for foreign language ballots and
16 notices of election, and the proposed number of observers for
17 each party for each polling period, including the reason. So
18 please have that relevant information with respect to these
19 issues available at that time.
20 And the parties have been advised that the hearing will
21 continue from day-to-day as necessary until completed, unless
22 the Region Director concludes that extraordinary
23 circumstances warrant otherwise.
24 The parties are also advised that upon request any party
25 is entitled to a reasonable period at the close of the

1 hearing for oral argument, which shall be included in the
2 transcript of the hearing. Any party desiring to submit a
3 brief to the Region Director shall be entitled to do so
4 within five days after the close of the hearing. Prior to
5 those -- to the close of hearing and for good cause the
6 hearing officer may grant an extension of time to file a
7 brief not to exceed an additional 10 business days.
8 **(Board's Exhibit 3 marked for identification.)**
9 HEARING OFFICER ANZALDUA: All right, the Employer has
10 completed, and I have marked for identification as Board
11 Exhibit 3 a Statement of Position in this matter.
12 Are there any objections to the receipt of this exhibit
13 into the record?
14 MR. HAYES: No objection.
15 MS. NIEDECKEN: No objection.
16 HEARING OFFICER ANZALDUA: Hearing no objection, Board
17 Exhibit 3 is received.
18 **(Board's Exhibit 3 received into evidence.)**
19 **(Board's Exhibit 4 marked for identification.)**
20 HEARING OFFICER ANZALDUA: The Petitioner has completed,
21 and I have marked for identification as Board Exhibit 4, a
22 Responsive Statement of Position in Response to the Statement
23 of Position Submitted by the Employer.
24 Are there any objections to the receipt of this exhibit
25 into the record?

1 MR. HAYES: No objection.
2 HEARING OFFICER ANZALDUA: Hearing no objection --
3 Sorry, for the Employer?
4 MS. NIEDECKEN: No objection.
5 HEARING OFFICER ANZALDUA: Hearing no objection, Board
6 Exhibit 4 is received.
7 **(Board's Exhibit 4 received into evidence.)**
8 HEARING OFFICER ANZALDUA: And just to briefly review
9 the issues discussed in the position -- statement of the
10 position and the response to statement of position, first,
11 the Petitioner filed a petition seeking an election in a
12 single facility bargaining unit at one of the Employer's
13 stores in Mesa, Arizona. The Employer contends in its
14 statement of position that the smallest appropriate
15 bargaining unit is a unit of employees that is -- includes a
16 district wide multi-facility bargaining unit.
17 Second, Petitioner's proposed bargaining unit includes
18 that title of assistant store manager. The Employer contends
19 in its statement of position that the assistant store manager
20 is a supervisor position within the meaning of Section 2(11)
21 of the Act.
22 And finally, the Employer contends in its statements of
23 position that an in-person manual election is appropriate.
24 The Petitioner asserts in its response to statement of
25 position that any election or elections in this matter should

1 be held via mail ballot election.
2 The parties are reminded that the details of an
3 election, including whether an election is hold -- held by
4 mail or in person are not litigable issues, however prior to
5 the close of the hearing, as I discussed earlier, I will
6 solicits the parties' positions of the type, date, and time
7 of the election if one is directed by the Regional Director
8 in this matter.
9 Does any party contend that anything other than the
10 Board's standard eligibility formula for voting is required,
11 given the type of industry in which the Employer is engaged?
12 MS. NIEDECKEN: The Employer contends that the Davison-
13 Paxon eligibility standard is appropriate here.
14 HEARING OFFICER ANZALDUA: And Davison-Paxon is the
15 formula for most part-time employees. Does the Union have a
16 position on that?
17 MR. HAYES: Mr. Hearing officer, we -- we might need to
18 expand on this later, but the Union's position is that the
19 standard calculation or formula is the appropriate one.
20 HEARING OFFICER ANZALDUA: Okay. All right, is there
21 anything else that we need to discuss at this point before I
22 get into what the Regional Director has directed to be the
23 issues to be litigated in this proceeding?
24 MR. HAYES: No.
25 HEARING OFFICER ANZALDUA: For the Employer?

1 MS. NIEDECKEN: No.

2 HEARING OFFICER ANZALDUA: Okay, the Regional Director
3 has directed that the following issues will be litigated in
4 this proceeding: the issue of whether an appropriate
5 bargaining unit is in -- a single facility bargaining unit
6 versus the multi-location multi-facility district wide
7 bargaining unit.

8 And the Regional Director has decided that the following
9 issues will not be litigated in this proceeding: the Regional
10 Director has determined that it is appropriate to defer
11 litigation on the issue of whether assistant store managers
12 are supervisors within the meaning of Section 2(11) of the
13 Act as the issue relates to the eligibility or inclusion of a
14 portion of the unit or units. Which does not significantly
15 impact the size or character of the unit or units, thus in
16 the event that the Regional Director directs an election in
17 this matter, individuals holding the title of assistant store
18 manager will vote subject to challenge and the determination
19 on their inclusion will be determined in a post-election
20 proceeding, if necessary.

21 Are there any questions about the issues to be litigated
22 in this proceeding or not?

23 MR. HAYES: No.

24 MS. NIEDECKEN: No.

25 HEARING OFFICER ANZALDUA: Please be aware that because

1 a single facility unit involves a presumption under Board
2 law, the burden lies with the party seeking to rebut the
3 presumption. Accordingly, you must present specific detailed
4 evidence in support of your position. General conclusionary
5 statements by witnesses will not be sufficient.
6 And it was determined prior to the start of this hearing
7 that the Employer will present its evidence first. Is the
8 Employer ready to present its witnesses at this time?
9 MS. NIEDECKEN: Is the hearing officer going to permit
10 opening statements?
11 HEARING OFFICER ANZALDUA: Yeah, we can do that before
12 witnesses. Would you like to present yours now?
13 MS. NIEDECKEN: I can, sure.
14 HEARING OFFICER ANZALDUA: Okay, go ahead.
15 MS. NIEDECKEN: In November, Workers United filed a
16 petition to represent Starbucks baristas, shift supervisors,
17 and assistant managers at a single store located at 6807 East
18 Baseline Road in Mesa, Arizona, referred to commonly as the
19 Power & Baseline store or Store Number 5610.
20 That store is part of District 380, which is comprised
21 of 14 stores that are between one and four miles apart, and
22 are all in the same geographic area, which spans a small 25-
23 mile radius. That district is managed by District Manager
24 Tricia Lowder, and supported by Partner Resource Manager
25 Kiera Bailey, who performs human resource functions or labor

1 relations functions.
2 We are here today to determine whether the partners of
3 Starbucks District 380 will be permitted to vote together as
4 a district on the issue of representation. If the Region
5 denies Starbucks' request to have all district partners
6 participate in the election, this would mean that despite the
7 highly integrated culture and shared working conditions in
8 the district, Store 5610 and only Store 5610 could have
9 different terms and conditions of employment from all of the
10 other district stores.
11 Before I speak about the current petition and the issues
12 to be decided by this regional director, a little history and
13 background is needed. In August of this year, Workers
14 United, the petition here, filed three petitions it
15 represents Starbucks employees, referred to as partners by
16 Starbucks, in part because they are able to receive stock in
17 the company as a benefit of employment, at three different
18 individual stores in the Buffalo, New York market.
19 Starbucks proceeded to a hearing before Region 3 and
20 after that hearing, the Region ordered that elections at the
21 three individual stores in question should go forward,
22 rejecting Starbucks' request that all partners in that market
23 be permitted to vote together.
24 Thereafter, Workers United filed a second round of
25 petitions for three additional stores in that same Buffalo,

1 New York market. Once again, Starbucks proceeded to a
2 hearing before Region 3 seeking to protect partners' rights
3 to vote together on the issue of representation. That matter
4 remains pending.
5 Here, the parties and the Region have agreed to enter
6 the records from those two matters in this matter.
7 Turning to the matter at hand. During this hearing,
8 Starbucks will present evidence that because of the level of
9 functional integration District 380 the only appropriate unit
10 is a union that consists of partners from the 14 stores
11 located in District 380.
12 You will hear extensive evidence that the Company
13 exercises unique control over its retail stores, and
14 specifically uses modern technology to control all aspects of
15 the daily operations and labor relations within District 380
16 to provide a consistent customer and partner experience.
17 Starbucks quite impressively utilizes technology tools
18 and detailed operations policies to exert exacting day-to-day
19 control over the operations of its labor relations at its
20 stores. The technology tools carry out the control for
21 consistency purposes, while at the same time minimizing store
22 level discretion to avoid any variation in how the stores
23 operate or how partners work. Starbucks' detailed and
24 centralized operational tools highlight the functional
25 integration of the district, eliminate operational

1 distinctions between stores within the district, and
2 facilitate regular and frequent interchange of employees.
3 The district stores are supported by the same HR labor
4 relations resources, including Ms. Bailey, and the Company's
5 partner resource functions are centralized and consistent
6 throughout the country. In fact, none of the wages,
7 benefits, policies or procedures are controlled by anyone at
8 the store level. Decisions about store design, equipment
9 placement, marketing and promotions, store budgets, hours of
10 operations, and contracts with vendors and contractors are
11 all made at the district level or above.
12 In addition, you will hear that all partners in District
13 380 perform the same job duties in the same manner, have the
14 same job descriptions, have the same uniform policy, have the
15 same pay and benefits -- again, the pay and benefits for all
16 stores being set at the corporate, not local level -- receive
17 the same training, have the same skills and working
18 conditions, follows the same policies and procedures, and
19 share the same partner resources support.
20 Further, Starbucks will show through testimony and data
21 that the level of functional integration between stores and
22 the district, both in terms of sharing supplies and partners,
23 results in a district that operates as a cohesive unit.
24 Partners regularly communicate with one another across the
25 district, and they share products and supplies. Partner

1 promotional decisions are made by the district manager who
2 requires that partners have either mentored with or worked
3 with at least three store managers in the district before
4 being eligible to promote from a shift supervisor position to
5 an assistant manager position.
6 Further, hiring decisions for all baristas are made on a
7 district wide basis where applicants who have already been
8 pre-screened by a Starbucks recruiter attend district wide
9 hiring fairs and are interviewed by at least two assistant
10 store managers or store managers from across the district.
11 In fact, Starbucks has designed its organization with
12 the ideals of partnership, cohesion, and collaboration in
13 mind. Starbucks intentionally operates in a way that ensures
14 that a customer can walk into any of its more 8,000 stores
15 and enjoy the same beverage and food items nationwide.
16 Further, because of the level of centralized control
17 that Starbucks maintains over all aspects of its operation,
18 all Starbucks partners are able to seamlessly work in any
19 store at any time without additional training or orientation
20 to meet the needs of the business.
21 Indeed, Starbucks partners presently enjoy the
22 flexibility of being able to work in any store as a desired
23 benefit of their employment. With approximately 45 percent
24 of the partners in District 380 having worked in two or more
25 stores since April 2019, and approximately 24 percent of

1 partners in District 380 having worked in three or more
2 stores. This is why those partners, beyond the petitioned
3 store, deserve a voice in this election.
4 For these reasons, and as will be discussed throughout
5 the hearing, Starbucks stores in District 380 are heavily
6 integrated and a multi-location unit is the only appropriate
7 unit. The partners in District 380 deserve for their voices
8 to be heard and their votes to be counted. The Region should
9 acknowledge the integration and the interconnected nature of
10 this district and order an election that includes the
11 partners of all 14 stores in District 380.
12 HEARING OFFICER ANZALDUA: Thank you.
13 Ian, do you want to present an opening statement at this
14 time?
15 MR. HAYES: Yes, Mr. Hearing Officer.
16 HEARING OFFICER ANZALDUA: Okay, go ahead.
17 MR. HAYES: The Union's position is that a single store
18 unit is appropriate at the Power & Baseline store.
19 As you know, there's a strong presumption under the law
20 that a single unit, it is an appropriate bargaining unit.
21 The Board has said this a "heavy burden to overcome that
22 presumption." And it's clear that Starbucks will not be able
23 to rebut that presumption based on the evidence in this case.
24 The principle of a single store unit being presumptively
25 appropriate has been part of NLRB authority for many decades

1 and is reflected in the Act itself, it's Section 9(b) where
2 it says that plant unit is appropriate. And case law has
3 also reflected that for many decades, including before the
4 first Starbucks store ever opened.
5 What matters more than anything under that legal
6 framework is specifically control over labor relations and
7 where that control lies. In this case, that responsibility
8 is clearly carried out on a store-by-store basis. In other
9 words, at the store level. With respect to virtually every
10 managerial duty, labor relations takes place mostly residing
11 within the store managers themselves. The people with the
12 title of store manager, who work at the store and -- and at
13 no other store. So in this case, it would be the store
14 manager at the Power & Baseline store.
15 In addition, the evidence on interchange that will go
16 into the record also favors a single store unit because there
17 is virtually no interchange that is not on a voluntary basis;
18 almost all of it is voluntary and is, in fact, carried out
19 with little or no facilitation by Starbucks at all.
20 In addition, the interchange that does happen is very
21 low in volume when comparing the number of shifts or hours
22 worked by partners at their home store of Power & Baseline
23 versus -- partners. That means that there's not nearly
24 enough to rebut the presumption of a single store unit. In
25 other words, the interchange that takes place at the store or

1 indeed across the unit is not "regular," which is what is
2 required under clearly established Board law.
3 Many of the other factors that matter under the law,
4 including geographic separation and bargaining history also
5 support a finding of single store units.
6 All of these conclusions have already been made and
7 confirmed by the decision and direction of elections in the
8 first Buffalo area case that the Employer's counsel just
9 referred to, and which is included in the record in this
10 case, and it was confirmed by the NLRB itself in denying
11 Starbucks' request for review in that same case.
12 For all of these reasons, a single store unit is the
13 appropriate bargaining unit and an election at the Power &
14 Baseline store should be ordered as efficiently as possible.
15 Thank you.
16 HEARING OFFICER ANZALDUA: Thank you both.
17 And the Employer, is it ready for witnesses at this
18 time?
19 MS. NIEDECKEN: (No audible response.)
20 HEARING OFFICER ANZALDUA: I believe you're on mute
21 there.
22 MS. NIEDECKEN: Sorry about that. If you can give me
23 maybe five minutes just to get situated with my witness, to
24 get them on camera, et cetera.
25 HEARING OFFICER ANZALDUA: Sure. Do you have the name

1 so I can be aware of who --
2 MS. NIEDECKEN: Sure, it's Andrea Streedain, S-t-r-e-e-
3 d-a-i-n.
4 HEARING OFFICER ANZALDUA: Okay. Thank you, yeah.
5 Let's go back -- we'll come back on at -- in seven minutes or
6 so, 5 till.
7 MS. NIEDECKEN: Okay, great. Thank you.
8 **HEARING OFFICER ANZALDUA: Off the record, thanks.**
9 **(Off the record from 10:48 p.m. to 10:55 p.m.)**
10 **HEARING OFFICER ANZALDUA: On the record.**
11 Employer, can you please present your first witness?
12 MS. NIEDECKEN: The Employer calls Andrea Streedain.
13 HEARING OFFICER ANZALDUA: Hell, ma'am. Can you please
14 raise your right hand?
15 (Whereupon,
16 **ANDREA STREEDAIN**
17 was called as a witness by and on behalf of the Employer and,
18 after being first duly sworn, was examined and testified as
19 follows:)
20 HEARING OFFICER ANZALDUA: Okay. Can you go ahead and
21 state and spell your name for the record?
22 THE WITNESS: Andrea Streedain, A-n-d-r-e-a, S-t-r-e-e-
23 d-a-i-n.
24 HEARING OFFICER ANZALDUA: Thank you. Go ahead and
25 proceed.

1 **DIRECT EXAMINATION**

2 Q. BY MS. NIEDECKEN: Good morning, Andrea.

3 A. Morning.

4 Q. Can you please tell the hearing officer who your

5 employer is?

6 A. Starbucks Coffee Company.

7 Q. And how long have you been employed by Starbucks?

8 A. I am a 26-plus year partner.

9 Q. Okay. And I know that in 26-plus years you have a

10 number of positions, so I'm to going to go through them

11 pretty briefly. I just want to understand your Starbucks

12 story. So when you started with the company, what position

13 did you hold?

14 A. Barista.

15 Q. And where were you a barista?

16 A. Salem, Oregon.

17 Q. And when did you start with Starbucks?

18 A. 1995.

19 Q. How long were you a barista?

20 A. I was a barista for approximately three months.

21 Q. And what's the next position you held?

22 A. I then moved into a shift supervisor role.

23 Q. And that shift supervisor role, was that in Oregon, as

24 well?

25 A. Yes, it was.

1 Q. And how long were you a shift supervisor?
2 A. I was a shift for about nine months.
3 Q. And then after a shift supervisor what was your next
4 role with the company?
5 A. Assistant store manager.
6 Q. And how long did you hold that role?
7 A. Six months.
8 Q. So then the next position with Starbucks, what did
9 you -- what position did you have next?
10 A. Store manager.
11 Q. And how long were you a store manager?
12 A. Approximately three and a half years.
13 Q. And those positions, the barista, shift supervisor,
14 assistant store manager, and store manager, were those all in
15 the same store?
16 A. Those were not all in the same store.
17 Q. How many stores did you work in, in those four
18 positions?
19 A. In those four positions I worked in five different
20 stores.
21 Q. Okay. Were those all in the same area?
22 A. Yes.
23 Q. And then after store manager what position did you hold?
24 A. District store -- district manager.
25 Q. And which district a district manager for?

1 A. It was District 407 in Portland, Oregon.
2 Q. And how long were you a district manager?
3 A. Approximately six years.
4 Q. And just because I'm terrible at math, those six years,
5 what time period are we talking about that you were a
6 district manager?
7 A. From 2000 to 2006.
8 Q. And then after a -- being a district manager, what was
9 the next role that you held?
10 A. I had a couple of brief project manager roles, and then
11 I moved into the regional director role in 2008.
12 Q. Okay. And when you became a regional director in 2008,
13 which region did you support?
14 A. I had Area 8, which is an area in Portland, Oregon.
15 Q. And how long were you a regional director?
16 A. Approximately six years.
17 Q. And then after regional director, what position did you
18 hold?
19 A. I was the director of business operations for the U.S.
20 Q. And your jurisdiction then for that period would have
21 been the entire U.S. operations?
22 A. Yes.
23 Q. And how long did you hold that position?
24 A. Approximately five years.
25 Q. And what is your current role?

1 A. Current role is regional vice president of the Western
2 Mountain Region.
3 Q. And when did you begin that role?
4 A. July of 2019.
5 Q. And you said the Western Mountain Region; what
6 geographic area does that region cover?
7 A. Yes, we cover approximately 12 states.
8 Q. And which states are those?
9 A. Southern Idaho, Montana, Wyoming, Utah, Arizona, New
10 Mexico, Nevada, Colorado, North Dakota, South Dakota, and
11 Nebraska.
12 Q. And do you have people who report to you?
13 A. I do.
14 Q. And how many people report to you directly?
15 A. Eight regional directors and one regional coordinator.
16 Q. And do you know how many regions throughout the country
17 Starbucks has?
18 A. Yes, there are 12 regions.
19 Q. And of those eight regional directors, the area that is
20 at issue in this case involves a -- a store that was
21 petitioned for in Mesa, Arizona on the Power & Baseline
22 store, Store Number 5610. Which district is that store
23 located in?
24 A. It's part of District 380.
25 Q. Okay. And that district reports up to a region?

1 A. It -- into an area and a regional director.
2 Q. Okay. And then that regional director reports to you?
3 A. Yes.
4 Q. The regional director for the region encompassing Store
5 5610, who is that?
6 A. Eric Brouhard.
7 Q. And then the district manager for District 380, which
8 includes Store 5610, who is that?
9 A. Tricia Lowder.
10 Q. Okay. And as the regional vice president of the Western
11 Mountain Region, what are your job duties? What are your
12 day-to-day job duties?
13 A. Day-to-day is really focused on the operations and
14 execution across our portfolio of stores.
15 Q. And approximately how many stores do you have throughout
16 the Western Mountain Region?
17 A. It's approximately 800.
18 Q. Does that number change frequently?
19 A. It does. It changes in terms of when we have store
20 closures and store openings. So as of today, it's 800.
21 Q. Understand. District 380, is that a considered a high
22 growth or a low growth district?
23 A. The Arizona market is considered a high growth market.
24 Q. And what does that mean?
25 A. We are opening many stores.

1 Q. Okay. As the regional vice president of the Western
2 Mountain Region, who do you report to?
3 A. I report to Denise Nelson.
4 Q. And what is her job title?
5 A. She is the senior vice president of U.S. operations.
6 Q. And we talked a little bit about the regional director
7 Eric Brouhard. How long has Eric worked for you?
8 A. He's worked for me for the two years that I've been in
9 this role.
10 Q. Okay. And in those two years, in -- how frequent do you
11 have contact with Mr. Brouhard? How do you -- how is your
12 working relationship?
13 A. Yes, I connect with him weekly on a -- in a group basis,
14 and minimally we would connect bi-weekly one-on-one, and
15 that's our virtual cadence. And I also spend time in-market
16 minimally once a quarter.
17 Q. And we talked a little bit earlier that the district
18 manager is Tricia Lowder. Do you know long Ms. Lowder has
19 been the district manager for District 380?
20 A. Yes, 17 years.
21 Q. And in your role as the regional vice president of the
22 Western Mountain Region, do you have opportunity to connect
23 and meet with Ms. Lowder?
24 A. I do.
25 Q. How often or how frequently does that happen?

1 A. Annually.
2 Q. And in what way do you connect with her?
3 A. Again, I have the opportunity to be in-market, which I
4 have with Ms. Lowder. As well as I've got frequent
5 opportunities for our district manager pool to come together
6 virtually on a quarterly basis, and I make a practice of
7 having one-on-one connections with district managers
8 annually.
9 Q. In those quarterly meetings that you have with district
10 managers, tell me about those meetings? What -- what is the
11 purpose of the meeting? And what is the interaction?
12 A. Yeah, so we refer to them as a quarterly Town Hall, and
13 it's really an opportunity to pull together all of our retail
14 leaders to talk about our priorities, to have recognition, et
15 cetera.
16 Q. And then you said you also make time on at least an
17 annual basis to meet individually with all the district
18 managers that report to you?
19 A. Yes.
20 Q. And tell me about those meetings and what those would
21 entail.
22 A. Yeah, so again those would be virtual connections
23 enlarged, and really just the opportunity to connect with
24 each leader to understand what their focused on from a
25 development perspective and what support they need.

1 Q. And are you personally familiar with the stores in
2 District 380?
3 A. Yes.
4 Q. And how many are there?
5 A. There are, excuse me, 14 stores.
6 Q. The district managers who report up to you, what are
7 their roles and what are their job expectations?
8 A. Yes, district managers are also focused on operations
9 and execution, talent planning.
10 Q. I want to talk just a little bit about partners in
11 stores and sort of how they're scheduled. What is Starbucks'
12 expectation with regard to partners' availability? Where
13 they work? And their -- their schedules?
14 A. Yeah, so upon a hire a store partner would communicate
15 their availability per an availability worksheet, and that
16 really is the basis for which a store manager would schedule
17 them, based on that availability.
18 Q. And is the expectation when they provide their
19 availability that it is they're working in one store? Two
20 stores? All stores?
21 A. There is the expectation that they would be available to
22 work in their home store and other stores.
23 Q. And how are partners informed of the expectation that
24 they work in store in addition to their home store?
25 A. That would be communicated proactively when they're

1 scheduled at another store.
2 Q. I want to take a step back just a minute because you and
3 I may both understand what "home store" means, but I want to
4 make sure the record is clear; can you just explain what
5 "home store" means?
6 A. Yes, that would be the primary store with -- within
7 which a partner would work and they report to that store
8 manager, yet there is the ability for them to cover shifts in
9 other stores.
10 Q. And I just want, before we jump in, I'm going to ask a
11 couple terms; I'll get some terms defined here. We may hear
12 some discussion of "borrowed partners" as we talk today; can
13 you explain for the hearing officer what "borrowed partners"
14 are?
15 A. Yes, a borrowed partner would be a store that is -- or
16 excuse me, a partner that is not working in their home store;
17 that they're being borrowed to an alternate store.
18 Q. And we'll also talk about "transfers," and I want you
19 to -- how are -- how is a transfer different than a borrowed
20 partner?
21 A. Transfer would be a permanent move from one home store
22 to a new home store.
23 Q. So just as an example, if I'm a partner at Store 5610
24 and I want to work next week at the store down the street, I
25 would be a borrowed partner in that store because it's just a

1 temporary move?
2 A. Exactly.
3 Q. But if I want to switch stores and make that store my
4 primary store, I would request a transfer to that store and
5 then that store manager would -- I would be primarily
6 assigned to that store?
7 A. That's right.
8 MS. NIEDECKEN: All right, I'm going to email everybody
9 Exhibit -- and I think we're going to call it, unless there
10 is an objection, Exhibit 201. I know from the first hearing
11 they were sort of 1, 2, 3, the second hearing they did 101,
12 102, 103 so that there wasn't any confusion, and I was going
13 to propose that we do 201, 202, 203, again, to make sure that
14 we aren't confused about what exhibits are which, but I -- I
15 guess I'll ask the hearing officer what he would prefer to
16 do.
17 HEARING OFFICER ANZALDUA: No, that seems like a good
18 approach.
19 Petitioner, do you have a position on that?
20 MR. HAYES: No, that's a good idea.
21 HEARING OFFICER ANZALDUA: Okay, thank you.
22 MS. NIEDECKEN: So I'll email that exhibit. It's going
23 to be Partner Availability form to everyone, and let me know
24 when you have it, and we'll get started.
25 (Pause.)

1 MS. NIEDECKEN: If we could, and I'm not -- I'm not sure
2 who it is, but someone has sort of notifications turned on
3 and I can hearing dinging through the speaker; is there a way
4 to turn that off just so it's not distracting to the witness?
5 (Pause.)
6 COURT REPORTER: I just received it.
7 MR. TUZZO: I received it.
8 MR. HAYES: I received it.
9 Mr. Hearing Officer, could we go off the record and have
10 a very brief discussion?
11 **HEARING OFFICER ANZALDUA: Sure, let's go off the**
12 **record.**
13 **(Off the record from 11:13 am to 11:48 a.m.)**
14 **HEARING OFFICER ANZALDUA: On the record.**
15 All right, Employer's counsel, you can proceed with your
16 witness.
17 MS. NIEDECKEN: Sure.
18 **DIRECT EXAMINATION (continued)**
19 Q. BY MS. NIEDECKEN: Ms. Streedain, I've sent you what has
20 been marked as Exhibit Number 4 and was previously offered
21 and admitted into one of the prior hearings that have been
22 included as part of the record in this case. Can you open or
23 do you have that document, it's a Partner Availability form,
24 in front of you?
25 A. Yes.

1 Q. And this form, you were talking previously -- your
2 testimony about a form that partners fill out regarding their
3 availability. Is this the form that partners in the
4 districts that are part of your region use to identify
5 availability?
6 A. Yes. This form is used in all stores.
7 Q. Okay. And the form itself, is it done via paper? Is it
8 done electronically? How is the form used?
9 A. Upon hire, a partner would fill out the form and really
10 just communicate the desired hours of availability for each
11 individual partner, as well as the intended requested number
12 of hours that they would work each week, and then that is
13 input digitally.
14 Q. And when you say it's inputted digitally, is that
15 inputted into a specific system?
16 A. It is. It's input into our scheduling system, which is
17 called Partner Hours.
18 Q. And Partner Hours, is that something that all of the
19 stores in your region and all of the stores in District 380,
20 is something that the -- those stores use?
21 A. Yes. All stores in the U.S. use that.
22 Q. And that scheduling system called Partner Hours, you
23 said it takes the availability from these partner
24 availability forms and it creates a schedule. Tell me what
25 you mean by "creates a schedule"?

1 A. Yeah, so the scheduling system itself is input with data
2 around a forecast for each individual store from a sales
3 perspective, transactions, days and day parts and that is
4 overlaid with all of the availability of all partners and
5 then creates a schedule based on the business needs and the
6 partner availability.
7 Q. And if a partner transfers to a different store within
8 the district, are they required to fill out a new
9 availability form?
10 A. Yes. They would do that upon transfer and really any
11 time their availability would change within their existing
12 store or the new store.
13 Q. Okay. So if I am a college student and I'm also a
14 Starbucks barista and this semester I'm available Tuesday,
15 Wednesday, Thursday, I would fill out an availability form
16 that indicates those days, and next semester if my schedule
17 changed I would just fill out a new availability form?
18 A. Yes.
19 Q. If I say that I'm available Tuesday, Wednesday, Thursday
20 is there any requirement that I work all three of those days
21 on every week?
22 A. No, there's not a requirement.
23 Q. If a store manager uses the Partners Scheduling program
24 and the schedule that spits out based upon the algorithm does
25 not have -- there isn't sufficient staffing for the week to

1 cover all of the hours that the store is open, how are those
2 extra shifts filled?
3 A. The store manager would then look for other partners
4 within the store that it would fit within their availability
5 or reach outside of the store to request coverage from
6 partners in other stores.
7 Q. And does the district manager have any role in filling
8 those necessary shifts or -- or helping with that scheduling
9 issue?
10 A. The district manager certainly would play a role helping
11 to support covering those shifts.
12 Q. And on occasion are partners required to work overtime
13 to fill shifts if there's not enough staffing?
14 A. No partner is required to work overtime, but overtime
15 does occasionally occur.
16 Q. And who has the authority to approve or schedule
17 overtime?
18 A. A store manager would schedule the time, but a district
19 manager would approve it.
20 Q. So can a store manager use overtime in his or her
21 store -- his/her/their store without district manager
22 approval?
23 A. No.
24 Q. If a partner is unhappy with the hours that they are
25 being scheduled, either it's too many or too few, who would

1 they speak to about that concern?
2 A. They would have a conversation with their store manager.
3 Q. And if they're getting enough hours in their home store,
4 what would be the suggestion to increase the number of hours
5 that they're working?
6 A. It's a really common practice for a partner to then look
7 for shifts to cover in other stores.
8 Q. And do you know if that practice exists at Store 5610?
9 A. Yes, it does.
10 Q. And are you aware of partners working shifts either --
11 if their home store is 5610 working shifts outside of that
12 store at other stores in the district?
13 A. Yes.
14 Q. And are you aware similarly of other stores within the
15 district working shifts at Store 5610?
16 A. Yes.
17 Q. Are the shifts that are covered in the districts that
18 report to you, are those shifts voluntary or involuntary
19 shifts?
20 A. There are both. So there's the opportunity to
21 proactively schedule a borrowed partner when the schedule is
22 being created, and then there's also the opportunity if
23 there's a call off and a shift becomes available that then a
24 partner from other store would voluntarily cover that shift.
25 Q. And so if it's proactively, you said they would be when

1 they're creating the schedules versus the schedule's already
2 been created and there's a gap because of some -- a call off
3 or something. How often are schedules created?
4 A. Schedules are created weekly three weeks in advance.
5 Q. And how are partners notified of what those schedules
6 are?
7 A. We post the schedule, and they have visibility to it.
8 Q. And do you know if that -- those schedules are posted
9 and provided to partners at the stores within District 380?
10 A. Yes.
11 Q. And how do you know that?
12 A. That's our expectation that schedules are posted in all
13 stores.
14 Q. And you said there was a difference between scheduling a
15 partner for a shift at a store other than their home store
16 when the schedule is being built versus based upon a call off
17 or a sort of after the schedule has been built need. Can you
18 explain what you meant by that?
19 A. Yes. There's visibility to partners outside of the
20 store in terms of which partners would be available to
21 proactively be a part of that plan, and the store manager can
22 assign shifts to partners outside of the store as part of the
23 schedule.
24 Q. And are partners frequently trying to arrange coverage
25 for shifts that they -- they cannot work for various reasons

1 but were scheduled or swapped shifts?
2 A. That would be the partner's responsibility, yes.
3 Q. And do you know how partners arrange for that coverage?
4 A. Yes. They would commonly call another partner, call
5 another store, text a partner, certainly they -- there is a
6 group chat in District 380 that is also leveraged to swap and
7 cover shifts.
8 Q. And that group chat, is that through GroupMe?
9 A. Yes, it is.
10 Q. And are there times when a district manager may also
11 help find coverage for shifts based upon call offs or other
12 changes in the schedule?
13 A. Yes. A district manager would definitely play that
14 role.
15 Q. Do you know of any recent examples in District 380 where
16 a partner has been given a directive to work a shift at a
17 store other than their home store?
18 A. Yes.
19 Q. Okay. Can you explain or give me some details about
20 that specific example?
21 A. I can think of several recent examples, specifically in
22 Store 5610 where we've had some call offs and Ms. Lowder has
23 been instrumental in finding coverage for those called off
24 shifts.
25 Q. And when did that occur?

1 A. One occurrence this week that I can think of.
2 Q. Is that something that's pretty common?
3 A. It is. It's ongoing. I have examples from -- from last
4 week, as well.
5 Q. Are there instances where partners have been directed to
6 cover a shift at a store within District 380 that isn't their
7 home store and they refused?
8 A. I cannot think of an example when a partner would
9 refuse.
10 Q. And -- and why is that?
11 A. There's a great willingness on the part of our partners
12 to pick up additional hours and really, it's just part of our
13 culture that if a partner -- if we've tasked that request
14 there are partners available to pick up those shifts.
15 Q. And if a partner was directed to work a shift at another
16 store and they -- if they refused to do so, would you expect
17 that to be something that is escalated to someone above the
18 store manager level?
19 A. I'm sorry, can you repeat that customer?
20 Q. Sure. If a partner was directed to work a shift at a
21 store other than their home store --
22 A. Um-hum.
23 Q. -- and that partner refused to do so, they said, nope,
24 I'm not going, would that be something you would expect to be
25 escalated up above the store manager level?

1 A. Yes.
2 Q. And would that be something where potential corrective
3 action could be implemented for that partner?
4 A. It could be.
5 Q. I want to talk just a little bit about -- we talked
6 about transfers versus borrowed partners earlier, and if a
7 partner wants to transfer to a store within their district,
8 tell me about how that process works? How would they go
9 about doing that?
10 A. Yeah, so if a partner is considering a transfer really
11 within their district or outside of the district, we have a
12 transfer request process.
13 Q. And who has to approve that transfer request?
14 A. The district manager.
15 Q. And if it's between districts, is it just one district
16 manager or is it -- is it more than one?
17 A. The partner would fill out the -- a request form and
18 give it to their district manager, and then that district
19 manager would work with the district manager of the requested
20 store to arrange for the transfer.
21 Q. And that form that you're speaking of, is that a form
22 that is unique to District 380? Or is that form that applies
23 to all of the districts throughout the country?
24 A. It applies to all stores and districts throughout the
25 country.

1 Q. And if I'm a partner and I'm requesting a transfer to
2 another store within my same district, so we're only talking
3 about my district manager approving that transfer request,
4 what is the expectation for how long it would take to get
5 that approval or denial?
6 A. Typically, the partner would give the request form to
7 the district manager and the district manager would respond
8 within about a five-day period.
9 Q. And are you aware of any transfers requests -- strike
10 that. Are there reasons or would there be reasons for a
11 district manager to deny a partner's transfer request?
12 A. Typically, a denial would really be based on either
13 performance of the partner, and that's part of the -- the
14 assessment within that transfer process, but also if there's
15 just not availability within the store that they're
16 requesting to transfer to.
17 Q. And that performance assessment that's done as part of
18 this transfer process, is that an assessment that the
19 district manager makes?
20 A. The district manager in partnership with the store
21 manager, just confirming that the partner is in good
22 standing.
23 Q. Okay. I want to talk just a minute about when new
24 stores in the district, in District 380, or any of the
25 districts that report to you, when new stores are opened, do

1 you know the procedure for staffing those stores?
2 A. Yes. So the district managers, in partnership with the
3 store managers really looks at a district level forecast for
4 all staffing needs. So if there were a new store on the
5 horizon, it would include that in their hourly forecasting
6 needs and work as a team to identify both baristas and shift
7 supervisors to transfer from existing stores, as well as hire
8 new baristas and shift supervisors for the new store.
9 Q. And who would be responsible for hiring the store
10 manager for that new store?
11 A. The district manager is responsible for that.
12 Q. And who would be responsible for hiring the shift
13 supervisors at the new store?
14 A. The store manager is responsible in partnership with the
15 district manager who supports that process.
16 Q. And what about the baristas who are hired for that new
17 store; is that -- who's responsible for hiring those
18 individuals?
19 A. The store manager is responsible for that, again, in
20 partnership with their store manager peers.
21 Q. And is it a practice within District 380 that when a new
22 store is opened to transfer in a bunch of exiting partners
23 and then once that store is stood up, so to speak, to
24 transfer those partners back out?
25 A. Typically, that would be a permanent transfer for

1 partners that -- for existing partners that would transfer to
2 the new store, the internet would be for them to stay.
3 Q. So it isn't sort of a temporary assignment so to speak?
4 It would be once you're transferred there the expectation is
5 that that is your new home store unless and until you decide
6 to -- to move on?
7 A. Yes.
8 Q. Do district managers have visibility -- regular
9 visibility into the staffing needs for the stores within
10 their district?
11 A. Yes, they did.
12 Q. And is that specific for Ms. Lowder in District 380?
13 A. That applies to all district managers across the U.S.
14 Q. And the expectation that the district managers review
15 the staffing and labor hours for each of the stores in their
16 district, how often are they expected to be doing that type
17 of review?
18 A. That's typically a weekly to bi-weekly review. We've
19 got tools and resources to help support that analysis and
20 assessment on how many partners each store needs and current
21 has and needs.
22 Q. And are you familiar with any specific examples within
23 District 380 where a store has opened and has required
24 partners to transfer into that store? To permanently
25 transfer into that store?

1 A. Yes.
2 Q. And those partners then remained in that store even
3 after the store's been opened?
4 A. Yes, they have.
5 Q. And for approximately how long of a period of time?
6 A. I can think of a recent example. We opened a store
7 within District 380 two months ago and all partners remain at
8 the store and would expect -- be expected to until they have
9 a next development opportunity.
10 MS. NIEDECKEN: Okay, I'm going to ask that the transfer
11 form from the prior hearing, which is exhibit, I believe,
12 let's see here, 30, and the -- I think it will be Exhibit
13 202, which is the District 380 stores and store hour lists;
14 can you send that to everyone?
15 If you guys can let me know when you receive both of
16 those documents, please?
17 (Pause.)
18 HEARING OFFICER ANZALDUA: While we're waiting, I do
19 have a couple questions for the witness.
20 In regards to a new -- new stores opening within the
21 district, are transfers -- are they done on a voluntary
22 basis? Do you ask other employees from other stores, hey,
23 we're opening up a new store, do you want to transfer here?
24 Is that something that happens?
25 THE WITNESS: Yes. For a barista, that's -- that's what

1 we would do. For our shift supervisors, we actually have a
2 competitive process where we would -- we would post the
3 position, as well.
4 HEARING OFFICER ANZALDUA: Okay. And you also mentioned
5 call offs and how district managers would be instrumental in
6 finding coverage for call offs. What role would the store
7 manager in that situation play?
8 THE WITNESS: Certainly, a store manager plays a role in
9 that process, as well. Sometimes they are working on the
10 floor so it's helpful for the district manager to be able to
11 have the opportunity to do that in real time.
12 HEARING OFFICER ANZALDUA: Thank you.
13 COURT REPORTER: I just received it, by the way.
14 MS. NIEDECKEN: Okay, thank you.
15 (Pause.)
16 MR. HAYES: I got them, too.
17 **DIRECT EXAMINATION (continued)**
18 Q. BY MS. NIEDECKEN: Okay, if open up what was previously
19 marked and entered as Exhibit Number 30, I'll ask you to take
20 a look at that.
21 HEARING OFFICER ANZALDUA: And that's Employer's Exhibit
22 30?
23 MS. NIEDECKEN: Correct.
24 Q. BY MS. NIEDECKEN: It's titled "Transfer Request Form."
25 Ms. Streedain, do you see that document?

1 A. I do.
2 Q. Is that the document that you were discussing previously
3 that is used by District 380 when a transfer is being
4 requested by a partner?
5 A. Yes.
6 Q. All right. And I want you, if you wouldn't mind, to
7 open what's been marked as Exhibit 202, which should be
8 outlining the store numbers in District 380, as well as their
9 hours of operation. Let me know when you have it -- do you
10 have it up?
11 A. Yes.
12 **(Employer's Exhibit 202 marked for identification.)**
13 Q. BY MS. NIEDECKEN: Okay, have you seen this document
14 before?
15 A. Yes.
16 Q. Okay. And what is it?
17 A. We're looking at both the transfer request form that I
18 was referencing and the second document that you referenced
19 is a consolidation of all of the store hours of operation
20 from District 380.
21 Q. Okay. And if we look at the first page of what's been
22 marked as 202, which is the -- which are those schedules, was
23 this information pulled by someone on your team?
24 A. Yes, it was.
25 Q. Okay. And you look at sort of the top, the first page,

1 it says "Store 61993," do you see that?
2 A. Yes.
3 Q. And then the next box says, "Store Name: Riggs &
4 Ellsworth."
5 A. Yes.
6 Q. Is that -- and that store is within District 380?
7 A. It is.
8 Q. Okay. And just walking us through, I just want to
9 orient us to this document. The next box of time says,
10 "Permanent Store Schedule," and then lists the Monday through
11 Sunday." Explain to the hearing officer and the regional
12 director what that box of time tells us.
13 A. Sure. So this is illustrating our 4:00 a.m. open time
14 Monday through Sunday, as well as our closing time, Monday
15 through Sunday. And then it also indicates how -- what time
16 our partners arrive and depart from the store, before and
17 after, those opening and closing times. So in this case,
18 it's both arriving 30 minutes in advance of open and 30
19 minutes after closing.
20 Q. And the times listed here, is that in military time?
21 A. It is.
22 Q. Okay. And down below the permanent store schedule
23 there's a block of time that says, "Future Store Schedule,"
24 can you explain what that shows us?
25 A. Yeah, so that helps to illustrate if there are any

1 changes to our regular hours of operation, in this case of
2 upcoming holidays it would be captured there.
3 Q. Okay. So if you look, for example, at the first line it
4 says, "Permanent No." So does that mean is that a -- is that
5 a permanent change to the schedule?
6 A. It is a temporary change for these specific days.
7 Q. Okay. And then the start date would be effective
8 December 24th and ending December 25th, so it's just for that
9 24-hour period?
10 A. Yes.
11 Q. Okay. And it just indicates as you go across on the
12 different columns the changes to what the permanent schedule
13 is up above?
14 A. Yes.
15 Q. And if you scroll down, are there similar boxes and
16 similar listings of the store hours for each of the 14 stores
17 in District 380?
18 A. Yes. It's the same for all 14 stores in terms of how
19 they're listed.
20 Q. And who has the ability to set the store hours for a
21 store within District 380?
22 A. That's the district manager's decision, in partnership
23 with the regional director.
24 Q. And does the store manager have the ability to change
25 the store hours?

1 A. Not without approval from the district manager.
2 Q. Can a store manager within District 380 decide to just
3 close a store on their own?
4 A. No. They would partner with their district manager.
5 Q. And do you know of instances where that has actually
6 occurred?
7 A. Yes.
8 Q. And instances where that has actually occurred within
9 Store 5610?
10 A. Yes.
11 Q. And if a store manager decided to close a store and did
12 not partner with their district manager, what would be the
13 expected outcome of that decision?
14 A. There could be a disciplinary conversation.
15 Q. Do you expect there to be a disciplinary conversation?
16 A. Yes. Coaching for -- at a minimum, yes.
17 MS. NIEDECKEN: I would like to offer Exhibit 202,
18 please.
19 HEARING OFFICER ANZALDUA: Any objection?
20 MR. HAYES: I don't think I have an objection. And I
21 don't know if this would be a Voir Dire question, but it's
22 not clear what page 4 -- which store that applies to, unless
23 I'm missing something?
24 HEARING OFFICER ANZALDUA: You can Voir Dire the witness
25 if you like.

1 MR. HAYES: Okay.

2 **VOIR DIRE EXAMINATION**

3 Q. BY MR. HAYES: So if you could turn to just page 4 of
4 this same document, Employer Exhibit 202? Let me know when
5 you have that in front of you.
6 A. I do.
7 Q. Okay. So do you know which store this applies to, these
8 hours?
9 A. I -- I believe it's an extension of page 3 from store
10 58302, with some specific business impacts that have been
11 captured.
12 Q. Okay. But throughout the rest of the document, we don't
13 have the same level of detail for the other stores; is that
14 correct?
15 A. Yeah. So what we're looking at on page 4, this data was
16 pulled from our inventory management system, which our hours
17 of operation inform that system, as well, and so what we're
18 seeing on page 4 are various impacts that were captured in
19 the inventory management system.
20 Q. Okay.
21 MR. HAYES: Nothing further. No objection.
22 HEARING OFFICER ANZALDUA: All right, so Employer's
23 Exhibit 202 is admitted.
24 **(Employer's Exhibit 202 received into evidence.)**
25 **CONTINUED DIRECT EXAMINATION**

1 Q. BY MS. NIEDECKEN: Ms. Streedain, I want to talk to you
2 about manager hours and coverage within your districts.
3 District managers, and specifically the district manager for
4 District 380, how many hours a week is that district manager
5 expected to work?
6 A. Forty hours a week.
7 Q. And what about the store managers; how many hours a week
8 are they expected to work?
9 A. A store manager is scheduled for 40 hours a week.
10 Q. And if a store manager is not scheduled to be working,
11 who is covering for that store manager at the store?
12 A. All stores have shift supervisors that are management
13 coverage from open to close within a store. And some stores
14 have assistant store managers.
15 Q. So would there always be either a shift supervisor or an
16 assistant manager present at the store or a store manager?
17 A. Yes, there would be.
18 Q. And if the store manager is not present at the store and
19 the highest level of supervision is an assistant manager, and
20 the assistant manager has a question about something, who
21 would they call?
22 A. The assistant manager would reach out to the district
23 manager first and foremost, and potentially a peer in another
24 store.
25 Q. Would that assistant manager be directed to call a store

1 manager while they are not working?
2 A. No.
3 Q. What about when a store manager goes on vacation; is --
4 is there coverage for that store manager during that period
5 of absence?
6 A. There is. There would either be a proxy store manager
7 that would be available for the assistant store manager or
8 shift supervisor to reach out to, or we would have temporary
9 store manager coverage in the store.
10 Q. And who determines who that proxy store manager would be
11 in the absence or of store manager who's on vacation or -- or
12 outside of the store for some reason?
13 A. That would be the district manager.
14 Q. And so if a store manager is only scheduled 40 hours a
15 week but these stores are open, in some instances, almost
16 twice that many hours, would you agree with me that there is
17 a significant period of time the store is being covered by
18 either a shift supervisor or an assistant manager as the
19 highest ranking person present in the store?
20 A. Yes.
21 Q. And I may have asked this before so I apologize; store
22 managers report directly to the district manager?
23 A. Yes, they do.
24 Q. And how often are district managers expected to
25 communicate with the store managers and the partners in each

1 of the stores within their district?
2 A. There's great frequency with which a district manager
3 would communicate with a store. And I would say in terms of
4 physical presence, a minimum of once every two weeks, but
5 it's -- it's very common for a district manager to physically
6 be in all of their stores weekly.
7 Q. And do you have any knowledge about how often Ms. Lowder
8 communicates with the -- the partners within the stores in
9 her district?
10 A. Frequently.
11 Q. Does she have any standing meetings that you're aware
12 of?
13 A. She does. Ms. Lowder has a weekly huddle with all of
14 her store managers on Mondays. And also, all of her stores
15 have shift supervisor huddles within each store on Mondays,
16 as well.
17 Q. Are there any district wide meetings, as well?
18 A. Yes. So Ms. Lowder holds bi-monthly, so every other
19 week, a hiring and staffing meeting with all of her store
20 managers. And then she also holds more full day meetings on
21 a frequent cycle that we call our -- our planning period
22 cycle, so those fuller day meetings would happen about every
23 six weeks.
24 Q. And to your knowledge, are -- are there training
25 sessions that Ms. Lowder holds at a district level?

1 A. Yes. She -- Ms. Lowder has a very regular cadence of
2 development and training conversations for her shift
3 supervisors.
4 Q. For each of the 14 stores in District 380, does each
5 store have a store manager currently assigned to it?
6 A. There are two stores that are being -- well, four stores
7 with two store managers that are being dual-store managed
8 right now, so two store managers are covering two stores.
9 Q. And do you know which stores are being covered -- I
10 guess that's a bad question. Which store managers are
11 covering more than one store?
12 A. Yes. Denise Campbell is covering two stores, and Cory
13 Hendon is covering two stores.
14 Q. And which stores is Denise covering?
15 A. Denise is covering Signal Butte & Highway 60. Do you
16 want store numbers?
17 Q. No, we have the list so we can from there.
18 A. And Signal Butte & Warner.
19 Q. And what about Cory?
20 A. Cory is covering Ellsworth & Baseline, and -- excuse me,
21 Crismon & Southern.
22 Q. And whose decision is it which store manager would be
23 the one covering more than one store?
24 A. That's the district manager's decision.
25 Q. And within this district, typically how long would those

1 dual-store managed stores be, sort of, would a shared manager
2 have more than one store that's their responsibility?
3 A. Yes, it really depends on the circumstances of why the
4 store manager is covering for two stores.
5 So in some cases it could be a leave of absence that
6 they are covering. In some cases, it may be while we are
7 hiring and training another store manager to be permanently
8 placed in the store. Butt the intent of any dual-store
9 manager situation is that it's not permanent, it is a
10 temporary assignment.
11 Q. And do you have any idea how long Denise or Cory have
12 been in those dual-store manager assignments?
13 A. I couldn't say specifically.
14 Q. Has it been longer than a few weeks?
15 A. Yes, it has.
16 Q. You mentioned earlier -- I think you mentioned, you said
17 there are some promotional planning meetings that happen at a
18 district level for District 380. Can you explain to me what
19 that promotional planning meeting is?
20 A. Absolutely. So for each promotion that we have
21 throughout the calendar year, and typically there are about
22 six; that's how many there are for this year, six weeks in
23 advance of that promotional launch. We have a planning kit
24 that is shared with all of our operational leaders, regional
25 directors, district managers, store managers, and the

1 district manager would hold a planning meeting to really
2 anticipate any activity or training that would occur within
3 that six-week period in advance of the promotional launch.
4 Q. And that planning kit that is received, is that kit
5 something that is determined by corporate?
6 A. Yes, it is.
7 Q. And is that kit something that would be applicable to all
8 of the stores across the country?
9 A. It is applicable to all stores and districts across the
10 country?
11 Q. And what information is included in that planning kit?
12 A. Some examples, any program that we would be implemented
13 would be -- in that time frame would be included in the kit.
14 Any training for our store partners in preparation for
15 beverage or food launch would be included in that training.
16 Other -- excuse me, in the kit. As well as any other
17 training that would be happening within that promotional
18 period.
19 Q. And what promotional period are you currently in?
20 A. We are currently in the holiday promotional period.
21 Q. And when did that promotional period start?
22 A. That began the beginning of November.
23 Q. In those promotional kits, does that include the Siren's
24 Eye?
25 A. It does.

1 Q. And again, that applies to all stores throughout the
2 country?
3 A. It does apply to all stores throughout the country.
4 Q. And who determines the promotional periods and the
5 timing of those periods in the districts that you supervise?
6 A. Our Operations Services team, in partnership with our
7 Product team, determines those dates.
8 Q. You said that the district manager would hold
9 promotional planning meetings and I -- I assume, but I guess
10 I shouldn't, those planning meetings, is that to go over that
11 promotional kit, including the Siren's Eye to ensure
12 consistency throughout the district?
13 A. It is. They would review the entire kit as a team and
14 map out their plan for executing each of the items within the
15 kit.
16 Q. And do store managers have any discretion to pick and
17 choose what's in that promotional planning kit what they want
18 to implement in their store an what they want to reject?
19 A. They do not.
20 Q. Is the expectation that they follow all of the guidance
21 and instructions in that entire kit?
22 A. Yes. That's the expectation.
23 Q. And are you aware of any instances where a store manager
24 within any of your districts, and specifically District 380,
25 did not follow the instructions given in any promotional

1 planning kit?
2 A. No.
3 Q. Do store managers have any authority to alter or change
4 any of the guidance in that promotional planning kit or the
5 Siren's Eye?
6 A. No. The expectation is that they would leverage those
7 planning tools and resources.
8 Q. And do store managers have any ability or authority to
9 change pricing of any of the items sold in the -- in the
10 Starbucks stores?
11 A. No, they do not.
12 Q. Do they have any ability or discretion to change where
13 food items or merchandise items are placed within their
14 stores?
15 A. No. That's all outlined in the Siren's Eye, really to
16 create that consistent experience for both partners and for
17 customers.
18 Q. We talked a little earlier about tracking labor hours
19 and the fact that the district manager reviews each store's
20 within its district labor hours on a, I think you said a
21 weekly basis; did I -- did I recall that correctly?
22 A. Yes.
23 Q. Can you explain for the hearing officer and for the
24 regional director, please, what non-coverage hours are?
25 MR. HAYES: Mr. Hearing Officer, I'm objecting to this

1 line of questioning. This was covered in the first hearing
2 by pretty extensive testimony by Emily Filc. That's been
3 true of much of the testimony that the witness has offered so
4 far. It's been cumulative in that it's been identical to the
5 testimony of Emily Filc, Shannon Garcia, and Deanna Pusatier
6 in the first hearing, so I'm -- I'm going to ask that we move
7 on, we take the testimony from those previous records and not
8 repeat it in this case.
9 HEARING OFFICER ANZALDUA: Employer's counsel, do you
10 have a response?
11 MS. NIEDECKEN: Sure. And if I may, I agree that a lot
12 of the testimony is very similar, but the fact remains that
13 we are entitled to make the record of what happens in this
14 district and with these stores. And Ms. Filc does not have
15 any responsibility for these stores or this district and I --
16 I need to lay a foundation of what happens here, and that is
17 all this testimony is entitled or intended to do. And
18 without having someone here who is responsible for this
19 district, I don't think that we can simply rely upon that
20 other testimony.
21 MR. HAYES: Can I briefly respond to that?
22 HEARING OFFICER ANZALDUA: Sure.
23 MR. HAYES: So, I mean, right I -- I understand the
24 point that -- that counsel is making. The issue is that in
25 the previous hearing, the testimony made clear that all of

1 these subjects were true, not just for the Buffalo districts
2 but they were true nationally. I mean, we went through each
3 subject area. Often, I had to ask it on cross-examination,
4 does this apply at the national level, and the -- the answer
5 was consistently yes. That was especially true of the
6 testimony of Shannon Garcia, who again, has spoken to many of
7 these subjects that the witness has been covering.
8 HEARING OFFICER ANZALDUA: All right. I'm going to --
9 I'm going to overrule the objection, but I would just ask
10 that Employer's counsel not get too in-depth on matters that
11 have already been testified about at length in two prior pre-
12 election hearing that have already been conducted and are
13 incorporated into this record. So to the extent that it
14 needs, you know, where you are laying foundation that's
15 great, we just don't need to get into the weeds about it if
16 it's already been covered.
17 MS. NIEDECKEN: No, I understand and that's my
18 intention.
19 **DIRECT EXAMINATION (continued)**
20 Q. BY MS. NIEDECKEN: All right, so back to the question,
21 Ms. Streedain, the non-coverage hours, can you just explain
22 for
23 the -- to the hearing officer and to the regional director
24 what those are?
25 A. Yes, non-coverage would be considered non-customer

1 facing hours. So any task or planning on the part of a
2 partner would be -- would be deemed non-coverage to be able
3 to take time to complete those tasks.
4 Q. And those non-coverage hours and the expectation of how
5 many non-coverage hours a store manager, a shift supervisor,
6 or any other partner has in their weekly schedule, is that
7 something that is set at the local level or is that something
8 set by corporate?
9 A. It's set by corporate.
10 Q. And what percentage of time for the store managers in
11 your district are they scheduled to do non-coverage labor or
12 for non-coverage hours?
13 A. The number of hours does evolve over time. Currently,
14 it's approximately 75 percent of a store manager's time would
15 be spent in non-coverage.
16 Q. And those non-coverage hours, is that part of the labor
17 usage report that a district manager would review on a weekly
18 basis?
19 A. Yes, it is.
20 Q. And if the store manager does not stick to the suggested
21 labor usage and labor hours plan that is given to them for
22 any week, are there consequences?
23 A. Yes, there would be consequences.
24 Q. And what are those consequences?
25 A. Again, it could be coaching through disciplinary action.

1 Q. And would that coaching be given by the district
2 manager?
3 A. Yes, it would be the district manager that would coach.
4 Q. Okay. And is that true if a store manager is exceeding
5 the plan number of labor hours that they are given or
6 allotted for the week?
7 A. It would be coaching around if they're exceeding. If
8 they are under scheduling that would also be a coaching
9 conversation.
10 Q. You talked earlier about I think what you called bi-
11 monthly hiring fairs that were conducted within District 380;
12 did I get that right?
13 A. Yes.
14 Q. Tell me what your knowledge of these hiring fairs is?
15 Tell me what they are.
16 A. Yeah, so this is a -- a district level hiring practice
17 within District 380 where candidates are pulled from our
18 Taleo Application tool and the store manager teams come
19 together to both filter and interview and hire partners for
20 the district in that bi-monthly cadence.
21 Q. And do you know where these hiring fair occur?
22 A. They occur in our stores.
23 Q. And you said that applicants are pulled from the Taleo
24 system. If you know, how do applicants get placed in the
25 Taleo system?

1 A. That's where an applicant would go to submit their
2 application.
3 Q. And prior to an applicant being visible to a store
4 manager to be invited to one of these hiring fairs, would
5 there be some sort of screening done by someone else
6 before -- before that invitation is sent?
7 A. Store managers do that prescreening, as well.
8 Q. Are there often times where recruiters also do that
9 prescreening?
10 A. There -- there are times when a recruiter would do that
11 prescreening.
12 Q. And do you know if in District 380 if that prescreening
13 is currently being done by a recruiter?
14 A. Yes, it is.
15 Q. And so if I get the system down after an applicant
16 applies, do they apply with a paper application or do they
17 apply electronically?
18 A. Electronically.
19 Q. Okay. They apply electronically, and currently at least
20 for this district, a recruiter is doing the prescreening of
21 those applications. And do you know if once that
22 prescreening is done, they are placed in, I think you said
23 the Taleo system, right?
24 A. Yeah.
25 Q. Okay. And then they would be invited by the store

1 managers to one of the hiring events at the -- at the
2 district level?
3 A. Yes, that's correct.
4 Q. Okay. And during those hiring events, do you know who
5 is conducting the interviews of these applicants?
6 A. Yes, multiple store managers conduct interviews for each
7 applicant.
8 Q. Is the expectation that more than one store manager
9 interview every applicant?
10 A. It is the expectation, yes.
11 Q. On occasion, do assistant store managers also interview
12 applicants?
13 A. They do.
14 Q. You also referenced a -- I think you called it a
15 development meeting that is held at a district wide level.
16 Can you explain to me what those development meetings are?
17 A. Yes. The development meetings are an opportunity for
18 shift supervisors throughout the district to come together
19 and have an opportunity to have a mentor relationship with
20 other store managers throughout the district.
21 Q. Is that just shift supervisors who are invited to these
22 development meetings or are baristas invited, as well?
23 A. Baristas are often invited, as well.
24 Q. Do you know how frequently these development meetings
25 happen?

1 A. I think the development meetings happen about once a
2 month.
3 Q. And you talked about mentorship; is there a mentorship
4 program within District 380 that is implemented and overseen
5 by the district manager?
6 A. Yes. Ms. Lowder oversees that mentorship program.
7 Q. And is that something that is consistent throughout all
8 districts within Starbucks? Or is that unique to this
9 specific district?
10 A. There is certainly development frameworks within each
11 district, but this is pretty specific to this District 380.
12 Q. Same question with regard to those hiring fairs; is this
13 cadence of hiring fairs and the structure of having this bi-
14 monthly hiring fair, is this something that applies to all of
15 the districts that you supervise? Or is this unique to this
16 district?
17 A. Other districts have hiring fairs, but this is a very
18 specific framework for this district.
19 Q. At the hiring fairs, if -- if an individual is then
20 actually hired as a result of that fair, who would be making
21 the decision to hire a barista, for example?
22 A. The hiring decision is made by the store manager. Given
23 the collective nature of the hiring fair the district manager
24 plays a role in that.
25 Q. Okay. And what about shift supervisors; who's making

1 the decision on hiring shift supervisors?
2 A. That is the district manager's decision.
3 Q. And if a barista is promoted from a barista position to
4 a shift supervisor, who's making that promotional decision?
5 A. That is the district manager's decision.
6 Q. Okay. And similar question, if the promotion is being
7 made from a shift supervisor to an assistant manager, who's
8 making that decision?
9 A. That is a decision that's made with -- by the district
10 manager, in partnership with the regional director.
11 Q. And one final question on this promotion piece; if an
12 individual's promoted from an assistant store manager to a
13 store manager, who's making that decision?
14 A. Yes, that again is a collective process where the
15 assistant manager would interview with a panel of district
16 managers and would collectively make a recommendation on
17 hiring -- promoting the assistant to a store manager.
18 Q. And do you know if in this district if there are any
19 specific promotional requirements that Ms. Lowder has for
20 applicants to be promoted from a shift supervisor to an
21 assistant manager role?
22 A. I would reference the -- the mentorship that we were
23 talking about. Ms. Lowder really encourages all of our shift
24 supervisors to have mentorship opportunities with multiple
25 store managers prior to their promotion.

1 Q. And is that something that is a requirement in all of
2 the districts that you supervisor?
3 A. It's not a requirement.
4 Q. Is it common or frequent for partners to work for
5 Starbucks to leave employment for some reason and then come
6 back at a later date?
7 A. Yes, that is common.
8 Q. And do you know if there's any specific procedure for
9 rehiring partners within District 380?
10 A. Yes. Tricia -- Ms. Lowder requires that she approve all
11 rehires within the district.
12 Q. And is that consistent to as all districts that fall
13 under your region? Or under the Western Mountain region? Or
14 is that something specific to Ms. Lowder's district?
15 A. It's -- others do it, but it is also specific to
16 Ms. Lowder's district.
17 MS. NIEDECKEN: We've been going for a bit of time here.
18 I don't know if now might be a good time to take a short
19 break, Mr. Hearing Officer, if that's okay?
20 HEARING OFFICER ANZALDUA: Yeah, we can take a break.
21 Do you want this to be the lunch break? Or would you rather
22 just 15 minutes?
23 MS. NIEDECKEN: We can take a lunch break now. That
24 works for me if that's what you would like to do? It's
25 probably --

1 HEARING OFFICER ANZALUDA: Petitioner, what is your
2 preference?
3 MR. HAYES: Oh, did you ask me? I don't --
4 HEARING OFFICER ANZALDUA: Yeah.
5 MR. HAYES: -- have a preference.
6 HEARING OFFICER ANZALDUA: Okay. Yeah, let's go ahead
7 and take a lunch break. We can come back in an hour, that's
8 1:45 Mountain. Mountain Time. We can go off the record.
9 (Whereupon, at 1:44 p.m. EST, a luncheon recess was taken.)
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1 A F T E R N O O N S E S S I O N

2 (Time Noted: 2:45 p.m.)

3 HEARING OFFICER ANZALDUA: Let's go back on the record.

4 Counsel, you can proceed with your witness.

5 MS. NIEDECKEN: Okay.

6 **DIRECT EXAMINATION (continued)**

7 Q. BY MS. NIEDECKEN: Ms. Streedain, when Starbucks

8 partners are hired, specifically Starbucks baristas are

9 hired, is there a certain training procedure that partners in

10 your districts follow?

11 A. Yes. There is basic barista training for all baristas.

12 Q. And is that the same training that a barista would

13 receive even if they are at a -- at any store within the

14 Western Mountain Region?

15 A. Yes. It's standard training for all stores.

16 Q. Okay. And if a shift supervisor is either hired or

17 promoted, is there training that that individual would

18 receive?

19 A. Yes. There is shift supervisor training also that

20 applies to all shift supervisors across the U.S.

21 Q. That training, is that something that is developed

22 locally?

23 A. It is not. It developed by our training team.

24 Q. And for the barista basics -- barista basics training,

25 who conducts that training protocol to train the barista?

1 A. It's a partnership with both the store manager and
2 barista trainers are within each store, as well.
3 Q. Okay. And who selects who the barista trainers are
4 going to be?
5 A. The store manager.
6 Q. And then for the shift supervisor training, who conducts
7 that training protocol?
8 A. Yes, part of it is self -- a shift supervisor training
9 is self-driven, and then part of it is in partnership with
10 the store manager.
11 Q. And who selects -- do they have a specific trainer --
12 the shift supervisor training, is there a specific trainer
13 that facilitates that training?
14 A. Their store manager.
15 Q. And that shift supervisor training, is that the same
16 training program that all shift supervisors throughout the
17 district would receive?
18 A. Yes. It's the same for all shift supervisors throughout
19 the U.S.
20 Q. Okay.
21 MS. NIEDECKEN: I believe that some documents were
22 emailed, I don't have them yet. Okay, all right, I'll keep
23 going and then when that comes, jump over to the documents.
24 Q. BY MS. NIEDECKEN: Ms. Streedain, do the supervisors and
25 managers in your district use a tool called "Virtual Coach"?

1 A. Yes. It is the expectation that all store managers
2 would use the Virtual Coach.
3 Q. Okay. And what is Virtual Coach?
4 A. Virtual Coach is a -- a digital tool that supports our
5 store managers in decision making and performance
6 conversations.
7 Q. And you said it is the expectation that all store
8 managers would use that tool?
9 A. That's right.
10 Q. And is that tool used -- or the expectation that that
11 tool be used before any corrective action be given throughout
12 the district?
13 A. Yes, that is correct. The tool would be leveraged, and
14 the store manager would also partner with our Partner
15 Relations team.
16 Q. And who within the district -- District 380 has the
17 authority to terminate a barista or a shift supervisor?
18 A. A store manager has the authority to terminate a shift
19 supervisor and a barista, but it would be in partnership with
20 the approval of their district manager.
21 Q. And if that store manager did not have approval from the
22 district manager, would they be able to independently
23 terminate either a barista or a shift supervisor?
24 A. They would not do that without the authority of their
25 district manager.

1 Q. What about the other steps of the corrective action
2 policy or progression; would a store manager have independent
3 authority to issue a step in that progression without
4 partnering with their district manager?
5 A. Yes. They certainly could take partnership with their
6 district manager, but with the aid of the Virtual Coach,
7 there are steps that they can take on their own in terms of
8 documenting performance and/or providing corrective action.
9 Q. And if they are able to do that on their own, is that
10 the guidance and recommendation of Virtual Coach?
11 A. Yes, it is.
12 Q. And are there instances in Virtual Coach where it would
13 tell the store manager to partner with someone else?
14 A. Yes. It would direct them to either partner with the
15 Partner Relations team, which is centralized, or their
16 district manager in some cases.
17 Q. And is the expectation that those store managers would,
18 in fact, partner with the Partner Relations team or the
19 district manager as suggested?
20 A. Yes.
21 Q. Before I turn to some documents, I just want to ask one
22 more question; what is the corrective action dispute process?
23 A. Within the corrective action form itself, there's an
24 opportunity for the partner whose being documented on that to
25 fill out their account of the situation or dispute on that

1 document.
2 Q. And if a partner has a dispute with some corrective
3 action that is given to them, is there a way for them to have
4 additional review of the decision to issue that corrective
5 action?
6 A. That would be in partnership with Partner Relations.
7 Q. And that's -- tell me about that process? How does that
8 work?
9 A. Yeah, so depending on the dispute, the partner could
10 open a former -- a formal claim with both Partner Relations,
11 Ethics and Compliance, again depending on the dispute.
12 Q. And then once a formal claim is opened with either
13 Partner Relations or Ethics and Compliance, what happens next
14 as a result of a partner's complaint?
15 A. Yes, each of those entities then would -- would review
16 the complaint and involve those appropriate parties to
17 investigate the -- the claim or the dispute, and then be back
18 in touch with that partner.
19 Q. And if there was a complaint, let's say for example, a
20 store manager uses Virtual Coach and Virtual Coach recommends
21 a written warning. The store manager issues that written
22 warning, and the partner then files a complaint disputing
23 that that written warning was appropriate, and after the
24 investigation found that in fact that that written warning
25 wasn't appropriately given, who's making the decision or what

1 happens as a result of that investigation?
2 A. At that point, the district manager would be involved to
3 resolve the issue.
4 Q. And would the district manager have the authority to
5 revise or overturn what the original corrective action was?
6 A. Yes.
7 Q. While we were talking a number of documents were sent to
8 you, so I want to sort of turn to them and just ask a couple
9 questions about them. We're not going to get into them in
10 detail, I just want to confirm a few things.
11 So if you open the first one, which is called the
12 "Barista Basics Training Plan"? Let me know when you have
13 it.
14 A. Yes.
15 Q. Okay, that Barista Basics Training Plan, is that the
16 training program that you were previously discussing for
17 newly hired baristas?
18 A. Yes, it is.
19 Q. Okay. And looking at each of these modules that are
20 listed that make up the training plan --
21 HEARING OFFICER ANZALDUA: Before we get into -- I don't
22 think I received that email with the --
23 MS. NIEDECKEN: Okay. Hang on one second.
24 Did you get it, Mr. Hayes?
25 MR. HAYES: I did, yeah.

1 Mr. Hearing Officer, I do see you on the email, you
2 know, area so I think it's probably coming through.
3 (Pause.)
4 MS. NIEDECKEN: Do -- can we send just to the hearing
5 officer, maybe break it up into a couple because maybe it was
6 too large? I just want to make sure that we're trying to --
7 perhaps it got bounced or kicked because it was a too -- too
8 large. I was trying to simplify and speed up our process by
9 sending multiple exhibits at once and I may have made it
10 worse; I apologize.
11 (Pause.)
12 MS. NIEDECKEN: We tried to resend and cut them down
13 into smaller chunks, so let me know, Mr. Hearing Officer, if
14 you receive that.
15 (Pause.)
16 HEARING OFFICER ANZALDUA: I received it; you can
17 proceed.
18 MS. NIEDECKEN: Okay, great. Thank you.
19 **DIRECT EXAMINATION (continued)**
20 Q. BY MS. NIEDECKEN: So turning back to this Exhibit 14,
21 which is the Barista Basics Training Plan, my first question
22 was it looks like it outlines 21 hours of training; is that
23 correct?
24 A. That's right.
25 Q. And of those hours, it says the store manager conducts

1 2.5 hours, whereas the barista trainer conducts 12.5 hours;
2 is that correct?
3 A. That is correct.
4 Q. And can you tell me which of these boxes, or I think you
5 called them modules, the store manager would be responsible
6 for conducting on behalf of --
7 MR. HAYES: Objection, this is cumulative. We went
8 through this entire document in the first hearing, and the
9 witness just said it's done the same nationally. I -- I
10 don't object to any of these exhibits, the five that were in
11 the previous case; they've been fully explained and
12 authenticated in the first hearing, though, so this is
13 cumulative.
14 MS. NIEDECKEN: If I may, Mr. Anzaldua?
15 HEARING OFFICER ANZALDUA: Go ahead.
16 MS. NIEDECKEN: There, you know, was some testimony
17 about this training program, but I do have testimony that was
18 not solicited and that's what I'm trying to get to during
19 either of the first two hearings.
20 HEARING OFFICER ANZALDUA: Objection overruled. You can
21 proceed.
22 MS. NIEDECKEN: Thank you.
23 Q. BY MS. NIEDECKEN: Back to my question, Ms. Streedain;
24 the -- which of these modules or sort of training boxes would
25 the store manager be responsible for conducting?

1 A. Yeah, so the store manager is responsible for the "First
2 Sip," which is really a sit down conversation with our new
3 hire, really to introduce the culture and heritage of
4 Starbucks, as well as a beginning conversation around
5 benefits, et cetera, what it's like to be a partner at
6 Starbucks.
7 Q. But that --
8 A. --
9 Q. Oh, sorry, I did not mean to cut you off, keep going.
10 A. The "Dedicated to Each Other" toward the end of the
11 training is also part -- a module that the store manager
12 would be involved in. And then "The Next Chapter," as well.
13 Q. And those three modules that the store manager conducts,
14 are those scripted? Or are those something that the store
15 manager has the ability to -- and discretion to change and
16 modify as they go along?
17 A. There's definitely a facilitator guide that guides that
18 conversation.
19 Q. Okay. The other modules that the trainer conducts, are
20 those also -- are those scripted? Are those in person? Are
21 those electronic? Or how are those modules delivered?
22 A. Those modules are delivered via the iPad within the
23 store.
24 Q. So any ability or room for discretion or changing those
25 modules?

1 A. No. There's a clear facilitation of them.
2 Q. If you would open up what is the "Shift Supervisor
3 Training" document that I've sent?
4 HEARING OFFICER ANZALDUA: That's Employer's Exhibit 15;
5 is that correct?
6 MS. NIEDECKEN: It is. Correct. Thank you.
7 Q. BY MS. NIEDECKEN: Do you have it?
8 A. I do.
9 Q. Thank you. Is this the training plan that you
10 referenced earlier that is applied throughout your district?
11 A. Yes. This is the plan that's applied to all shift
12 supervisor training throughout the U.S.
13 Q. Okay. And if you scroll down to page 2 of 7, at the
14 bottom there's a little box that says "SSB first 30 total
15 hours, SSB 90 total hours." Can you just explain what that
16 means?
17 A. Yes. So the shift supervisor first 30 is comprised of
18 both training that's conducted on the part of the store
19 manager, and you'll see that delineated in terms of the 6-1/2
20 hours that the store manager spends with the shift
21 supervisor. The additional hours for the shift supervisor
22 indicated as training are self-guided. And then anything
23 that you see with the "C" is coverage, so that's really on-
24 the-job application of learnings.
25 Q. And the training piece of it, obviously the coverage is

1 on-the-job application, but the training piece of that, is
2 that something that is scripted?
3 A. Yes, it is.
4 Q. And that's true for all the stores and all the shift
5 supervisors trained throughout the districts that you
6 supervise?
7 A. Yes.
8 Q. All right. I want you to take a look at Exhibit 18,
9 which is the Corrective Action Form. Let me know when you
10 have it.
11 A. Yes.
12 Q. Okay. You discussed a corrective action form earlier
13 that you said is used when giving any corrective action to
14 partners throughout the District 380 and the districts that
15 you oversee. Is this the from you were referring to?
16 A. Yes, it is.
17 Q. And this is a form that is not a local form; it is a
18 form that is created and used by -- created by corporate and
19 used by all stores in all districts throughout the country?
20 A. Yes, it is.
21 Q. All right, if you wouldn't mind look at, it's Exhibit
22 22, which is the "Virtual Coach and Corrective Action
23 Resources" document.
24 A. I've got it.
25 Q. Okay. And if you take a look at this document and

1 knowing that it was used in a prior hearing, does this
2 document accurate -- accurately reflect screens from the
3 Virtual Coach tool that would be used by leaders in your
4 district when they are walking through how to appropriately
5 conduct or apply discipline -- a corrective action?
6 A. Yes, it does.
7 Q. And that tool is something that is used throughout the
8 country, and it looks the same regardless of which store you
9 are in or which district you are in?
10 A. Yes.
11 Q. If you could open now what's been marked as Exhibit 203?
12 MR. HAYES: Can I just ask? I got two different emails
13 with two different documents marked as 203. They're
14 different documents.
15 MS. NIEDECKEN: Hang on one second.
16 MR. HAYES: One is a list of benefits; the other is a
17 Siren's Eye.
18 MS. NIEDECKEN: It should be the list of benefits.
19 MR. HAYES: Okay.
20 MS. NIEDECKEN: Sorry, let me find it back now.
21 (Pause.)
22 MS. NIEDECKEN: Ah, there it is.
23 **(Employer's Exhibit 203 marked for identification.)**
24 Q. BY MS. NIEDECKEN: Okay, do you have that list of
25 benefits? It says "Benefits Overview Partner Hub" at the

1 top?
2 A. (No audible response.)
3 Q. Well, now I can't hear you.
4 A. Can you hear me now?
5 Q. Yes, now I can. Okay. Have you seen this document
6 before?
7 A. Yes, I have.
8 Q. Okay. And what is it?
9 A. This is an overview of all the benefits that are
10 available to all partners at Starbucks.
11 Q. Okay. And who sets those benefits?
12 A. Our Compensation team.
13 Q. And where is the Compensation team located?
14 A. They are headquartered in Seattle.
15 Q. And these benefits apply throughout your districts and
16 through all the districts throughout the country?
17 A. Yes, they do.
18 MS. NIEDECKEN: I would like to offer Exhibit 203.
19 HEARING OFFICER ANZALDUA: Any objection?
20 MR. HAYES: No objection. No.
21 HEARING OFFICER ANZALDUA: All right. Employer's
22 Exhibit 203, which is a benefits list, is admitted into the
23 record.
24 **(Employer's Exhibit 203 received into evidence.)**
25 Q. BY MS. NIEDECKEN: And then if you pull up what was

1 prior -- previously marked as Exhibit -- Employer Exhibit 20,
2 which is a Benefits Plan Description for 2020 and 2021? Do
3 you have that?
4 A. Hang on. I'm only seeing the Full Overview.
5 Q. Okay. All right, I can come back to that. Hang on.
6 MS. NIEDECKEN: Can we send her -- to make sure we sent
7 her that one?
8 Move on and in consideration of time I'll come back to
9 it but no big deal.
10 THE WITNESS: Okay.
11 Q. BY MS. NIEDECKEN: In terms of benefits, including wages
12 and the benefits list that we just looked at, do you store
13 managers have any ability to change the wages or benefits of
14 the partners in the stores within any of the districts that
15 you manage?
16 A. They do not.
17 Q. Do store managers conduct any annual performance reviews
18 for baristas or shift supervisors or any partners in their
19 stores?
20 A. There is an annual process, but it's not based on
21 performance.
22 Q. Okay. And why -- by "annual process" do you mean an
23 annual wage increase process?
24 A. It is a wage increase process.
25 Q. Okay. But do you have an annual performance review

1 where store managers are assessing and reviewing the
2 performance of their baristas and shift supervisors?
3 A. There's a quarterly process for check ins around
4 performance and development with every partner on a quarterly
5 basis.
6 Q. Is the district manager involved in those check ins and
7 the development throughout -- throughout the year?
8 A. They can be involved and often are but aren't required
9 to be involved in it.
10 Q. Okay. I want to talk about just briefly some ordering
11 and inventory management system across your -- the District
12 380 and the rest of your districts.
13 How is -- how are products and materials ordered in
14 District 380, if you know?
15 A. Yeah, so there are several different orders that a store
16 would receive on a daily or weekly basis, and the shift
17 supervisor, assistant store manager, or store manager would
18 interact with our inventory management system to place those
19 orders and receive those orders.
20 Q. Okay. Are there any products or materials that are
21 automatically ordered without the input from anyone at the
22 store?
23 A. Yes. We have an automated ordering system for certain
24 products like food and our merchandise.
25 Q. And is that true for all stores throughout the --

1 through District 380?
2 A. Yes. It's true for all stores throughout the U.S.
3 Q. Are there plans for other items or materials to be
4 automatically ordered either in the -- in 2022 or beyond?
5 A. In the future, we'll continue to expand the automated
6 ordering process, yes.
7 Q. You said the individuals at the store, be it a store
8 manager, an assistant manager, or shift supervisor has the
9 ability to place inventory orders for those items that are
10 not automatically ordered. Before they -- they place those
11 orders are order -- are order quantities recommended through
12 the inventory management system?
13 A. Yes, they are. It's what we call a "Suggested Order."
14 And then the shift supervisor, assistant manager, or store
15 manager would interact with that suggested order to ensure
16 that it's appropriate for the demand.
17 Q. And the distributors for the stores in District 380, are
18 those the -- is it the same distributor providing materials
19 throughout the district?
20 A. Yes, it is.
21 Q. Are the same delivery trucks providing those materials
22 to these stores?
23 A. Yes.
24 Q. Are they coming from the same warehouses, as well?
25 A. Yes. Yes, they are.

1 Q. I want to just a few minutes here about repairs,
2 equipment, or other facilities issues at the stores.
3 If a store needs some sort of repair or equipment,
4 how -- how do they go about asking for that assistance? Or
5 how is that assistance requested?
6 A. Yes, the shift supervisor, assistant store manager,
7 and/or store manager can submit what we call a "digital
8 ticket." So through our iPad, they would open up a work
9 ticket for whatever the equipment or facility repair would
10 be. Then that ticket would move on to one of our facilities
11 managers to execute that work in a prioritized way.
12 Q. And those facilities managers, does District 380 have
13 the same facility manager?
14 A. Yes, they do.
15 Q. And do the shift supervisors, assistant store managers
16 or store managers have any discretion as to when or how that
17 ticket gets resolved?
18 A. No.
19 Q. They have no responsibility? Their responsibility is
20 solely to submit the ticket and ask for assistance?
21 A. Correct.
22 Q. Do they have the ability to pay contractors or vendors
23 to come in and do the work in their store?
24 A. No, that happens throughout Facilities team.
25 Q. Do they have the ability to select who's coming into the

1 store to do the work to fix or repair something?
2 A. No. Our Facilities team identifies all of our vendors.
3 Q. Okay. Now, we've been talking a lot about these 14
4 stores throughout this district. I just want to confirm the
5 type of stores that are in District 380. Are they all drive-
6 thrus?
7 A. Thirteen of the 14 are drive-thru and we have one café.
8 Q. And is that café slated to be remodeled or relocated
9 into a drive-thru?
10 A. It is scheduled to be relocated.
11 Q. And do you know when that's going to occur?
12 A. In the coming year.
13 Q. When new stores are planned to be opened within the
14 district, who's decision is that?
15 A. That is a partnership with operations; so myself and the
16 regional director, along with our Store Development teams, so
17 we have a Real Estate team and a Market Planning team that
18 helps to plan that strategy and execute that strategy.
19 Q. Would the district manager of 380 or any of the store
20 managers have any say in when or where a new store would be
21 located --
22 A. No.
23 Q. -- within that district?
24 Do store managers or district managers have any say in
25 what the store layout looks like or the décor?

1 A. No, they do not.
2 Q. And who is responsible or that -- those decisions?
3 A. He -- again, it's a partnership with Operations team,
4 our Store Design team, and our Real Estate team.
5 Q. Okay. And are those all corporate level teams?
6 A. Yes, they are.
7 Q. Are store managers or district managers able to
8 determine which stores should be remodeled?
9 A. No, they're not.
10 Q. Is that something that you are involved in deciding?
11 A. Yes. The regional director prioritizes the stores and
12 I'm the final decision maker, in partnership with our Design
13 and Construction team.
14 Q. The point of sale system that's used in the stores
15 throughout the district, is it the same system at each of
16 those stores?
17 A. Yes, it is.
18 Q. Does the point of sale system differ at all between a
19 drive-thru store and a café?
20 A. No, they don't.
21 Q. I think you may now have which was Employer Exhibit 20,
22 which is the Benefits Plan Description document. Do you --
23 are you able to open that?
24 A. Let me see here.
25 (Pause.)

1 THE WITNESS: I apologize, in the email that was resent,
2 I do not see an attachment. Oh, I see there was a second --
3 all right.
4 MS. NIEDECKEN: Technology sometimes is a little funky.
5 My apology.
6 THE WITNESS: Okay, thank you.
7 Q. BY MS. NIEDECKEN: All right, and I really just have I
8 think two questions. Is this the benefits guide outlining
9 the details of the benefits applicable to partners throughout
10 the District 380 and the other districts that you support?
11 A. Yes, it is.
12 Q. Is there a tool or other -- is there a tool -- a
13 technology tool used by the stores in your districts to
14 instruct partners as to how partners would be assigned
15 throughout the store and throughout their shifts?
16 A. Yes. That is referred to as our "Play Builder Tool."
17 Q. Okay. And is that the same tool that is used at all of
18 the stores?
19 A. Yes, it is.
20 Q. And is that something that the tool would make a
21 recommendation of what -- what roles partners would have
22 during the shift and make suggestions as to what roles would
23 be served depending on how many people are working?
24 A. Yes. It recognizes the number of partners that are
25 working on what day and what day part based on the schedule

1 and assigns those -- or identifies those positions.
2 Q. And the individual who assigns actual partners to those
3 positions, what is that person called?
4 A. The shift supervisor or the play caller assigns those
5 positions each day.
6 Q. Is that a consistent process and procedure throughout
7 the entire country; all of the stores in the country?
8 A. Yes, it is.
9 Q. And the specific roles that a partner would fill in that
10 play, are those consistent throughout the country, as well?
11 A. Yes, they are.
12 Q. The uniform policy that applies to partners within the
13 stores, is that a policy that applies throughout the
14 district?
15 A. Yes. It applies to all partners. All in-store
16 partners.
17 Q. I'm going to ask you just real quickly about a couple
18 documents and I want you to tell me what they are and whether
19 they apply.
20 The "Ops Excellence Field Guide," what is that?
21 A. The Ops Excellence Field Guide is a comprehensive guide
22 of -- of really all of the field roles and routines and
23 resources, so it outlines the approach for both our baristas,
24 shift supervisors, store managers, district managers, and
25 regional directors and each of the dimensions of each of

1 their roles. As well as identifies all the tools and
2 resources that each of those positions would leverage and how
3 those tools and resources work together.
4 Q. And that Ops Excellence Field Guide, is that something
5 unique to your districts or is that something that is
6 developed by corporate?
7 A. It is developed by corporate.
8 Q. And applies to all stores throughout all of the
9 districts that you supervise?
10 A. Yes. It applies to all stores throughout the U.S.
11 Q. What about the Operations Manual? What is that
12 document?
13 A. That is a comprehensive guide of all of our employee
14 policies and procedures.
15 Q. And does that apply throughout all of the districts that
16 you manage?
17 A. Yes, it applies to all partners and stores throughout
18 the U.S.
19 Q. And what is the "Partner Guide"?
20 A. The Partner Guide is -- is a handbook that is given to
21 partners upon their start at Starbucks and again encompasses
22 employee policies and procedures.
23 Q. Is that partner guide the same partner guide given to a
24 partner at all of the stores throughout District 380 and
25 throughout all of the districts that you supervise?

1 A. Yes. As well as throughout the U.S.
2 Q. All right, I think some additional documents were sent
3 over, so I'm going to ask you just a couple questions about
4 them.
5 If you look at what's been marked as Exhibit 204, which
6 is a Play Builder tool. It's dated at the top left
7 12/9/2021.
8 A. Yes, I've got it.
9 **(Employer's Exhibit 204 marked for identification.)**
10 Q. BY MS. NIEDECKEN: Okay, can you explain what this
11 document is and what it shows?
12 A. Yes. So this is a representation of the Play Builder
13 tool that we were referencing moments ago, and again what
14 we're seeing specifically in this play is a play where we
15 would have seven partners on the floor and where they would
16 be assigned to create product and deliver that to our
17 customers.
18 Q. And this Play Builder tool, is this a play that would
19 actually be applicable to these stores within District 380?
20 A. Yes. This is a very common play.
21 Q. If you look down on the second page, it indicates that
22 it's a four partner play; is that also a common play that
23 would apply to the stores within District 380?
24 A. Yes. A four partner play, and it's identified here on
25 the play as well, from 4:00 to close so it tends to be in a

1 day part where there's fewer transactions.
2 MS. NIEDECKEN: I would like to offer Exhibit 204.
3 MR. HAYES: No objection.
4 HEARING OFFICER ANZALDUA: Okay. All right, Employer's
5 Exhibit 204 is admitted.
6 **(Employer's Exhibit 204 received into evidence.)**
7 Q. BY MS. NIEDECKEN: If you look at the previously marked
8 as Exhibit Number 17, which is a -- it's like a -- I don't
9 want to say the wrong thing, hang on one second. "Rolls and
10 Routines" document?
11 A. Yes.
12 Q. Do you have that?
13 A. I do.
14 Q. Does this document and these roles and routines apply
15 throughout at both 50 store --5610 and throughout District
16 380?
17 A. Yes, they do. And each of the roles and routines that
18 are identified really work in conjunction with the Play
19 Builder tool, so each of the positions that you see in the
20 Play Builder would execute on any of those specific roles and
21 routines.
22 Q. Is that something that is developed by the local team?
23 Or is something that is developed by corporate?
24 A. It is developed by corporate.
25 Q. And it's applicable to all stores?

1 A. Yes, it is.
2 Q. Okay. All right, and then I would like you to look at
3 what has been previously marked as Exhibit 205, which is a --
4 I think it's part of a "Partner Planning" tool. Do you have
5 that?
6 A. I do have it.
7 **(Employer's Exhibit 205 marked for identification.)**
8 Q. BY MS. NIEDECKEN: Okay, and if you look at the top --
9 like the top left hand corner it says "Store Number 5610," so
10 is this a copy -- a redacted copy of a specifically play,
11 partner planning tool related to Store 5610?
12 A. Yes, it is.
13 Q. And who has access to this partner planning tool
14 document?
15 A. The district manager.
16 Q. Do store managers have access to the document?
17 A. They do not.
18 Q. Do they have access to this tool at all?
19 A. Only through their district manager.
20 Q. And how frequently is the district manager expected to
21 be reviewing the data provided on this tool?
22 A. As frequently as weekly to identify the needs within
23 each store and throughout the district.
24 Q. Okay. And why would they need to review and look at
25 this tool?

1 A. Yes, this tool would -- would share how many existing
2 partners are within each store, and the forward looking
3 forecast based on the existing number of partners within each
4 store, and the trajectory of the business, how many partners
5 we would want to hire.
6 BY MS. NIEDECKEN: If we could take just a five-minute
7 break, I think I -- I think I'm done, but I just want to
8 double check and look at my notes really quickly.
9 HEARING OFFICER ANZALDUA: Sure, we'll take a five
10 minute break.
11 MS. NIEDECKEN: Okay. Thank you.
12 **HEARING OFFICER ANZALDUA: We can go off the record.**
13 **(Off the record from 2:27 p.m. to 2:37 p.m.)**
14 **HEARING OFFICER ANZALDUA: On the record.**
15 MS. NIEDECKEN: Before I get started, I guess I realized
16 that I did not offer 205 -- Exhibit 205 and I would like to
17 do so now.
18 HEARING OFFICER ANZALDUA: Any objection?
19 MR. HAYES: (No audible response.)
20 HEARING OFFICER ANZALDUA: Mr. Hayes is on mute.
21 MR. HAYES: Sorry. No objection.
22 HEARING OFFICER ANZALDUA: Okay, Employer's Exhibit 205
23 is admitted.
24 **(Employer's Exhibit 205 received into evidence.)**
25 MS. NIEDECKEN: And during the lunch break, in part and

1 thanks to Mr. Hayes' question on Voir Dire related to Exhibit
2 202, I realized that there was a printing error on the
3 original 202 that we sent over and it cut out some store --
4 like store numbers at the top of some schedules; we reprinted
5 that and created it so it is clear which schedule goes with
6 which store. I would like to amend that exhibit.
7 Do you want me to offer it to just replace it? How
8 would like to handle that?
9 HEARING OFFICER ANZALDUA: Zinah, would be able to just
10 replace it with the amended version?
11 COURT REPORTER: I'm sure that would be fine.
12 HEARING OFFICER ANZALDUA: Okay. Yeah, let's just do
13 that.
14 Any objection to the amended 202?
15 MR. HAYES: No objection.
16 HEARING OFFICER ANZALDUA: Okay, so Employer's Exhibit
17 202, as amended, will replace -- is admitted into evidence
18 and will replace what was previously marked as Employer's
19 Exhibit 202.
20 MS. NIEDECKEN: Thank you. And that has sent with the
21 amended notation on it so everybody should have it.
22 HEARING OFFICER ANZALDUA: I received it.
23 MS. NIEDECKEN: Great. Thank you.
24 With those two things, I have nothing further, subject
25 to redirect.

1 HEARING OFFICER ANZALDUA: All right, Mr. Hayes, any
2 questioning?
3 MR. HAYES: Yes, I do have some questions.
4 HEARING OFFICER ANZALDUA: Go ahead.
5 **CROSS-EXAMINATION**
6 Q. BY MR. HAYES: All right, Ms. Streedain, I'm an attorney
7 for the Union. I'm going to ask you some questions about
8 what you just said in your testimony today, okay?
9 A. Yes.
10 Q. So you testified about what you call an expectation that
11 a partner could be sent to work at a store other than their
12 home store. Do you remember talking about that?
13 A. Yes.
14 Q. So just to get a little more specific; partners are
15 asked if they want to work in another store other than their
16 home store; correct?
17 A. If it's a proactive schedule they would not be asked.
18 They -- the two store managers would work together to
19 schedule that partner in another store and they would be
20 assigned to that shift.
21 Q. Well, if they're assigned to that shift they can choose
22 not to work in that shift; isn't that right?
23 A. We would consider that an assigned shift, so it would
24 not be a choice.
25 Q. Okay. So your testimony is that when that happens,

1 regardless of how often it happens, that someone is directed
2 to work at a store other than their home store and they have
3 no choice?
4 A. Yes.
5 Q. Okay. And how often has that happened in this district?
6 A. I couldn't speak to how often that happens.
7 Q. Has it ever happened?
8 A. Yes.
9 Q. How do you know that?
10 A. It's our expectation that a store -- that if a store
11 partner is proactively scheduled in a store that they would
12 work that shift.
13 Q. You've said that. How do you know it's happened in this
14 district?
15 A. I can think of examples of where that's occurred.
16 Q. When were those examples?
17 A. I can think of examples from our Store 5610 where we
18 scheduled an assistant store manager in that store and that's
19 not their home store.
20 Q. Okay. Can you think of -- well, first of all, when did
21 that happen?
22 A. Last week.
23 Q. Okay. Can you think of an example before last week?
24 A. I don't have a specific example.
25 Q. So that's the only example you can think of at the

1 moment?
2 A. Yes.
3 Q. Okay. All right, I'm just looking at my notes so just
4 bear with me. It takes me a second.
5 You talked about partner's ability to pick up shifts
6 at -- again, at stores outside of their home store. Do you
7 remember talking about that?
8 A. Yes.
9 Q. They can actually pick up shifts at stores outside off
10 the district that they -- that their home store is located
11 in; correct?
12 A. They can, yes.
13 Q. You also testified about a group chat on the GroupMe
14 platform that partners use to -- to find coverage and to
15 voluntarily take shifts if they want them. Do you remember
16 describing that?
17 A. Yes.
18 Q. That group chat was not created by Starbucks; correct?
19 A. That's correct.
20 Q. And it's not run or facilitated by Starbucks, either;
21 right?
22 A. Correct.
23 Q. So you also testified about some examples where the
24 district manager in, you know, the district that we're --
25 we're discussing in this case, you said that they found

1 coverage for certain shifts. Do you remember describing that
2 and talking about those examples?
3 A. I do.
4 Q. So I think you named some examples that were from this
5 week and from last week. Can you think of an example before
6 last week when that happened?
7 A. As the -- in my role as RVP I don't have specific
8 examples to share with you, but I -- I know this to be a
9 common practice.
10 Q. Well, you do have specific examples because you talked
11 about an example this week, an example last week, so how did
12 you find those examples?
13 A. Yes, I've been involved in those conversations for --
14 for these last few weeks.
15 Q. Okay. So the last few weeks is when the DM has been
16 involved in finding coverage, in other words?
17 MS. NIEDECKEN: Objection.
18 THE WITNESS: Other --
19 MS. NIEDECKEN: Misconstrues what she just testified to.
20 HEARING OFFICER ANZALDUA: Just rephrase the question,
21 Mr. Hayes.
22 Q. BY MR. HAYES: For how long has the DM been involved in
23 finding coverage?
24 A. That's a frequent practice for the district manager to
25 be involved in finding coverage.

1 Q. Starting when?
2 A. I referenced to the last few weeks is -- is my
3 visibility to those conversations.
4 Q. So you don't have any knowledge of it happening before
5 the last few weeks?
6 A. No, it's a common practice for the district manager to
7 be involved in finding coverage for stores.
8 Q. So how do know that this district manager in this
9 district did that before the last few weeks?
10 A. It's a common part of the -- of the district manager's
11 role.
12 Q. But you can't think of an example before the last few
13 weeks; correct?
14 A. I don't have specific examples.
15 Q. I think -- I believe you testified, and correct me if
16 I'm wrong, that if a partner refused to take -- take a shift
17 at another store, other than their home store, that they
18 could receive a corrective action; is that what you said?
19 A. Like any pre-scheduled shift, the partner -- the
20 expectation would be that the partner fulfill that shift that
21 they're scheduled for.
22 Q. Right, that's the expectation. But they wouldn't
23 actually because disciplined if they didn't take it, right?
24 A. They would be.
25 Q. So how often has that happened in this district?

1 A. I -- I don't know of any examples where that's happened.
2 It would be infrequent that a partner wouldn't cover the
3 shift that they're assigned.
4 Q. Okay. So we don't know of any examples of that
5 happening in this district?
6 A. Correct.
7 Q. You also described the -- I think just the basic process
8 for how a permanent transfer, you know, moving from one home
9 store to another home store, how that works. Do you remember
10 describing that?
11 A. Yes.
12 Q. The store managers at each store also approve that
13 transfer, right?
14 A. They are part of the process, and ultimately it goes
15 through the district manager, yes.
16 Q. Well, the store manager at the, what I'll call the
17 original home store, signs off on the transfer form itself,
18 right?
19 A. Yes.
20 Q. Just like the DM does?
21 A. Correct.
22 Q. You were asked some questions by the hearing officer
23 about how it works when a new store opens, and you described
24 how baristas can volunteer to go and work at that new store.
25 And you also said that for shift supervisors there's a

1 competitive process to go to that new store. That means they
2 can apply to work at the new store, the shift supervisors
3 can; correct?
4 A. Yes.
5 Q. And that's their choice to do that, right?
6 A. Yes.
7 Q. You talked a little bit about the district manager
8 holding meetings with store managers every Monday. Do you
9 remember that?
10 A. Yes.
11 Q. How long has that been true in this district?
12 A. It's a longstanding practice.
13 Q. So your testimony is that Ms. Lowder does that every
14 Monday?
15 A. Yes.
16 Q. You also described weekly shift supervisor meetings.
17 Are you testifying that Ms. Lowder is present at those weekly
18 meetings?
19 A. No, the store managers conduct those weekly meetings
20 with the shift supervisors.
21 Q. Okay. You also described how there are two -- currently
22 two store managers in the district who are covering two
23 stores each. You remember that?
24 A. Yes.
25 Q. It's also true that there are actually two store

1 managers who are both working at the Power and Baseline store
2 right now; correct?
3 A. Correct.
4 Q. How long has that been the case?
5 A. We assigned a second store manager to that store last
6 week.
7 Q. You -- you also spoke about what I think you called a
8 promotional planning meeting, which -- where the DMs attend
9 and, you know, talk about whatever promotion is happening.
10 The store managers are the ones who are responsible for
11 actually scheduling those meetings in the first place, right?
12 A. The district manager has a meeting with their store
13 managers and for some promotions, there is then a store
14 meeting. Not for all promotions. Typically, there would be
15 training associated with each planning period but not always
16 a store meeting.
17 Q. So when there is a store meeting, the store manager
18 schedules that, right?
19 A. Yes.
20 Q. I think this was probably clear but just -- I just want
21 to be totally clear about it. You said that the promotional
22 periods are determined by the Operations Services teams;
23 that's a team at the corporate level, right?
24 A. Yes, it is.
25 Q. So those -- those decisions apply to every store in the

1 U.S.?
2 A. That's correct.
3 Q. You also described a little bit the process of how a
4 hiring fair works. Remember talking about that?
5 A. Yes.
6 Q. There's also -- there are also times a store manager
7 just hires an applicant at their store outside of the hiring
8 fair process entirely, right?
9 A. That is how many store managers hire partners. The
10 practice when the -- within this district is through the
11 hiring fairs.
12 Q. So are you saying that any person that's hired at any
13 store in the district comes through a hiring fair?
14 A. I would -- I wouldn't state that 100 percent of
15 partners, but most commonly partners are hired through those
16 hiring fairs.
17 Q. Do know how frequently it doesn't happen through a
18 hiring fair?
19 A. I don't.
20 Q. You testified about recruiters doing prescreenings. I
21 think I probably just missed this but first of all, what
22 exactly is a prescreen?
23 A. Yeah, so the recruiter would review the application and
24 often times would have an initial conversation before putting
25 forward that candidate for an interview or put them in the

1 pool to be considered for an interview.
2 Q. So is your testimony that recruiters do go through that
3 process you just described for every applicant at every store
4 in the district?
5 A. We have hourly hiring recruiters that do conduct those
6 prescreens, yes.
7 Q. For every applicant within the district?
8 A. I -- I wouldn't testify that it's 100 percent but it is
9 the majority of applicants.
10 Q. The majority? Do you have a more specific number?
11 A. I don't.
12 Q. And for how long has that been the case?
13 A. For the last -- we've had our hourly hiring recruiters
14 throughout the U.S. for the last six months.
15 Q. And how long have they been present in this district?
16 A. For that time frame.
17 Q. Have they been hiring at the same frequency for the
18 entire six months?
19 A. Yes.
20 Q. I'm sorry, I think I asked that question wrong. Have
21 the recruiters been hiring, as you said, the majority of
22 people who are being hired within the district for the entire
23 last six months?
24 A. The recruiters -- the hourly recruiters aren't doing the
25 hiring; they're doing the prescreening and the store managers

1 are doing the hiring.
2 Q. Okay. So are -- have recruiters been doing the majority
3 of prescreenings within this district for the previous six
4 months?
5 A. Yes.
6 Q. When you were testifying about promoting an employee in
7 a store, you testified that a district manager makes that
8 decision, in partnership with the store manager, so that
9 means that both of them are making the decision about whether
10 to promote a particular partner or not, right?
11 A. Yes.
12 Q. You described the process for ordering materials and
13 products in the store, and you said that for -- for products
14 that are not automatically ordered there's a recommended
15 number or I think what you called a "suggested order" that is
16 automatically populated when -- when it's time to place a new
17 order. Do you remember describing that?
18 A. Yes.
19 Q. So that means that a number pops up and the person in
20 the store placing the order can change that number based on
21 what's actually needed in the store that week or that day,
22 right?
23 A. Yes, they can.
24 Q. And the partners in the store actually have to do that
25 quite frequently, don't they?

1 A. Not necessarily. They've got a par set for each of
2 their products and the par is often closely associated with
3 what that suggested order is. But they do interact with the
4 order every day.
5 Q. So do you know how often they have to change the number?
6 A. I don't.
7 Q. This is just, I think, for -- just to clarify something.
8 You said that there are -- in the district there are 13
9 stores that are drive-thrus, one that's a café; which one is
10 it that's a café?
11 A. The café store is our Rural and Loop 202 store.
12 Q. Thanks. The uniform policy that you mentioned in your
13 testimony, you said that applies throughout the district, but
14 that applies throughout the U.S., as well, right?
15 A. Yes, it does.
16 MR. HAYES: Nothing further, thank you.
17 HEARING OFFICER ANZALDUA: Ms. Niedecken, any further
18 questioning?
19 MS. NIEDECKEN: I just have a couple.
20 HEARING OFFICER ANZALDUA: Go ahead.
21 **REDIRECT EXAMINATION**
22 Q. BY MS. NIEDECKEN: Ms. Streedain, when you were a store
23 manager, did you reach out to your district manager to ask
24 for assistance in finding coverage when you needed to?
25 A. Yes, I did.

1 Q. And when you were a district manager, did you help find
2 coverage for store managers who needed assistance?
3 A. Yes, I did.
4 Q. You testified a little bit about just supervisor
5 meetings that are performed at each of the stores in District
6 380. Do you know if the district manager has given the
7 direction that those meetings occur?
8 A. Yes, she has provided that direction.
9 MS. NIEDECKEN: I have nothing further.
10 HEARING OFFICER ANZALDUA: Mr. Hayes, any follow-up
11 questions?
12 MR. HAYES: No.
13 HEARING OFFICER ANZALDUA: I just have one question; is
14 there an assigned recruiter for each district? Are there
15 multiple recruiters in a district?
16 THE WITNESS: There are multiple recruiters throughout
17 our region and area, and those really fluctuate based on the
18 staffing needs and where we need the resource.
19 HEARING OFFICER ANZALDUA: Okay. And prior to that six
20 month period where the recruiter started doing the
21 prescreenings, who conducted those?
22 THE WITNESS: Store managers conducted the prescreening.
23 HEARING OFFICER ANZALDUA: Okay. All right, I don't
24 have any additional questions, so you can -- you're released.
25 You're free. And then we'll move on to the Employer's next

1 witness. Thank you for your time.
2 THE WITNESS: Thank you.
3 MS. NIEDECKEN: Thank you.
4 **(Witness excused.)**
5 MS. NIEDECKEN: You want to give us just a couple
6 minutes to get the next witness on the line to get everything
7 set up?
8 HEARING OFFICER ANZALDUA: Sure, let's take a 10 minute
9 break and we'll come back at, you know, 5 after and resume
10 them.
11 MS. NIEDECKEN: Okay, great. Thank you.
12 **HEARING OFFICER ANZALDUA: Off the record.**
13 **(Off the record from 2:57 p.m. to 3:07 p.m.)**
14 **HEARING OFFICER ANZALDUA: On the record.**
15 Employer, who's your next witness?
16 MR. TUZZO: Company calls Karen Gleason Parrott.
17 HEARING OFFICER ANZALDUA: Hi, ma'am. Go ahead and
18 raise your right hand. Or first off, can you -- can you hear
19 everyone okay?
20 Ms. --
21 HEARING OFFICER ANZALDUA: Okay, perfect.
22 (Whereupon,
23 **KAREN GLEASON PARROTT,**
24 was called as a witness by and on behalf of the Employer and,
25 after being first duly sworn, was examined and testified as

1 follows:)

2 HEARING OFFICER ANZALDUA: Okay, thank you.

3 All right, Mr. Tuzzo, go ahead and proceed.

4 **DIRECT EXAMINATION**

5 Q. BY MR. TUZZO: Karen, would you state and spell your

6 name for the record, please?

7 A. Karen Gleason Parrott, K-a-r-e-n, G-l-e-a-s-o-n, P-a-r-

8 r-o-t-t.

9 Q. Are you employed?

10 A. Yes.

11 Q. Who do you work for?

12 A. Starbucks Corporation.

13 Q. What is your current job title?

14 A. Store development director.

15 Q. And how many years have you been with Starbucks?

16 A. A little over 19.

17 Q. And how long have you been the store development

18 director?

19 A. I've been a director for five years.

20 Q. What do you do as the store development director?

21 A. My primary function is to make certain there is a

22 strategic plan written for the region for new growth

23 development, as well as existing store management,

24 particularly from a real estate perspective. Tactically

25 speaking, I spend most my day reviewing site selection

1 business cases and coordinating with Design and Construction.
2 Q. Now, you had mentioned the region; are you responsible
3 for a particular region of the company?
4 A. Yes, I'm responsible for the Western Mountain Region.
5 Q. Okay. And is that the Western Mount -- well, describe
6 for us what the Western Mountain Region is.
7 A. It consists of 11 states, primarily in the Midwest.
8 It's Idaho -- or I'm sorry, middle of the country. It's
9 Idaho, Montana, Wyoming, North and South Dakota, Nebraska,
10 Colorado, Utah, majority of New Mexico, Arizona, and Southern
11 Nevada.
12 Q. What other positions have you held with Starbucks?
13 A. I entered the company as a store development manager. I
14 was a senior store development manager and a land
15 acquisitions manager.
16 Q. And what did you do as a store development manager?
17 A. I had specific territories and I would work those
18 territories, particularly for new store growth.
19 Q. The territories that you were responsible for as the
20 store development manager, was that within the Western
21 Region?
22 A. Within the Western Region, as well as California.
23 Throughout my career I've also worked for Starbucks in
24 California.
25 Q. Okay. And then you said you were also a senior store

1 development manager; is that right?
2 A. Yes, that's correct.
3 Q. Okay. And what did you do as the senior store
4 development manager?
5 A. It was a role where I had some direct reports. I still
6 approved deals and I had a smaller territory to work new
7 store growth or manage existing store real estate
8 transactions.
9 Q. And then I think you also said you were a land
10 acquisition manager at one time; is that right?
11 A. That's right.
12 Q. Okay. And what did you do as a land acquisition
13 manager?
14 A. There were -- it was a brief period of time where
15 Starbucks wanted to invest in ground leasing or acquiring its
16 own real estate. And so I handled from Mississippi over to
17 the California state line, and what I would do is I would
18 work with the local store development managers if they had a
19 site that met their strategy, but if it was an acquisition or
20 a ground lease; they would turn that over to me and I would
21 handle the entitlements, the development, and the contracts.
22 Q. As the store development director, do you have any
23 direct reports?
24 A. Yes.
25 Q. How many? And who are they? Or what are their titles?

1 A. Okay, so Store Development managers report into me,
2 there's five: Jennifer Geoffroy; Peter Lefaivre; Nick Ohl;
3 Cory Bertram; and Jeff Spencer.
4 Q. In your current role, do you have any responsibility for
5 District 380?
6 A. Yes.
7 Q. And what is that?
8 A. To approve the strategy, approve specific sites, support
9 negotiations, coordinate with Design and Construction on any
10 renovations, closures, or relocations.
11 Q. Now, when you say "approve negotiations," what are you
12 referring to?
13 A. Primarily lease contracts, maybe parking agreements,
14 sign agreements, looking at underlying documents like a
15 declaration or an easement just to certain it doesn't
16 conflict with the other documents that are going to be in the
17 record.
18 Q. Okay. At this time, I'm going to have what we've marked
19 as Exhibit 206 emailed to you and to the hearing officer and
20 to Mr. Hayes, so would let me know when you receive it?
21 A. Yes.
22 Q. Thank you.
23 HEARING OFFICER ANZALDUA: I received it.
24 MR. HAYES: I have it.
25 MR. TUZZO: So it will be -- it will be the email from

1 Ms. Stepp, not from myself.
2 THE WITNESS: Okay. Not through yet.
3 (Pause.)
4 MR. TUZZO: Still no email?
5 THE WITNESS: Not yet, no. Let me just check the Junk
6 folder, hang on. Let's see, maybe it got caught in there.
7 (Pause.)
8 THE WITNESS: If you don't mind, I'll just reconnect to
9 the Starbucks server? Just disconnect and reconnect.
10 (Pause.)
11 MR. TUZZO: And we just had an Internet outage here so
12 something may have gotten blocked or jammed up.
13 (Pause.)
14 **HEARING OFFICER ANZALDUA: We can go off the record**
15 **while we resolve the issues.**
16 **(Off the record from 3:15 p.m. to 3:24 p.m.)**
17 **HEARING OFFICER ANZALDUA: On the record.**
18 All right, Mr. Tuzzo, you can proceed.
19 MR. TUZZO: Thank you.
20 **DIRECT EXAMINATION (continued)**
21 Q. BY MR. TUZZO: Ms. Parrott, just two questions for you
22 because I saw you talking earlier to somebody: I'm assuming
23 that's IT. Is anybody else in the room with you now?
24 A. No one else is in the room, and he has left and closed
25 the door.

1 Q. Okay. There's also a document that we've marked as
2 Exhibit 206, do you have that?
3 A. Yes.
4 Q. Okay, and you've got the hard copy that Ms. Step
5 delivered to you, right?
6 A. Yes, it's marked 206.
7 **(Employer's Exhibit 206 marked for identification.)**
8 Q. BY MR. TUZZO: Other than the printing, right, is there
9 any handwriting in it, other than I think there's "206"
10 written in the top corner, right?
11 A. Correct. No other handwriting and "206" is in the top
12 right corner.
13 Q. Okay. Would you just hold up that document in the
14 camera? Okay, thank you.
15 A. Um-hum.
16 Q. All right, so Ms. Step, I -- or I'm sorry, Ms. Parrott,
17 I think that you had testified earlier that you have
18 responsibility for District 380; correct?
19 A. Correct.
20 Q. Okay. Now 206, it's obviously a map. Do you recognize
21 what it is a map of?
22 A. Yes.
23 Q. What is it?
24 A. It's the Southeast Valley of the Phoenix MSA.
25 Q. Is it a particular district?

1 A. Yes, it's -- it's District 3-8-0, and it falls within
2 Region 140.
3 Q. Now, there is a bunch of dots -- larger dots that are
4 colored red and black and some numbers beside those. Do you
5 see that?
6 A. I do.
7 Q. What do the black dots represent? The larger ones?
8 A. Those are company-owned stores.
9 Q. And then there are some numbers beside those; what are
10 those numbers?
11 A. Those are our store numbers.
12 Q. And then then there's one red dot with the Store Number
13 5610, do you see that? Right beside 60027.
14 A. I see 5610.
15 Q. Okay. Are you familiar with --
16 A. Yes, I do.
17 Q. Thank you. Are you familiar with Store 5610?
18 A. Yes.
19 Q. That's Power & Baseline. Are you familiar with it?
20 A. Correct.
21 Q. Okay. How are you --
22 A. I am, yes.
23 Q. How are you familiar with that -- that store?
24 A. Well, I -- in 2015, I brought forth a business case to
25 relocate that store, so I negotiated the contracts on that

1 store.
2 Q. Okay. So that store is relocated from where to its
3 current location; is that right?
4 A. That's correct, yes.
5 Q. Now, District 380, that's had some change; correct?
6 There's been some new stores?
7 A. Correct.
8 Q. Okay. Would you consider District 380 a growth area?
9 A. Yes.
10 Q. Could you tell us about some of the considerations that
11 go into growing District 380?
12 A. Yes. So District 380, it's pretty wide from a
13 geographic perspective. It also sits on the edge of the
14 trade area. The southern part of the district, in
15 particular, has a lot of growth potential and the primary
16 reason for that is the number of new residential
17 neighborhoods going in; there's construction with
18 neighborhoods and so the residential density is increasing.
19 The cities and counties are also putting in better road
20 infrastructure and so they're anticipating higher traffic, so
21 most of our targets for growth, if you will, trade areas
22 where we feel we need to place a company-owned store would be
23 found in the south and in the east part of the district.
24 The northern part of the district we do have a few
25 targets in there and that's primarily for density resolutions

1 and high traffic count reasons. There are also -- is a
2 freeway -- two freeways that go through there and placing our
3 stores in proximity or on the path to a freeway is important
4 to our business model.
5 Q. Why is that?
6 A. Number of people. Convenience. Morning traffic in
7 particular, people going to work; we like to be on the, what
8 we call the morning side of the road on the way to the
9 freeway.
10 Q. So these considerations that you've just explained to us
11 in regards to, you know, growing a district or District 380,
12 is that same in all of the Western Region?
13 A. Yes.
14 Q. Okay. Now, when you talked about population density, is
15 there a -- a preferred ratio of stores to population?
16 A. There -- there are guidelines, and so the best way I can
17 explain it is if someone new was coming on my team or I was
18 going to work with a commercial broker and they say what do
19 you look for, I would share with them some averages.
20 So on average we look for a density of 10,000 people,
21 whether it's residential or day time or entertainment to one
22 store. That -- but that's based on averages. It's the local
23 team who's responsible for the territory to determine well,
24 what does that mean? Does it mean that it only is
25 residential density? Can we do residential density and

1 traffic passing through to kind of get to that ratio? So
2 it's an average. But real estate doesn't always follow the
3 averages, so you could wind up with a neighborhood where
4 there are maybe 6,000 people within a mile, and so then and
5 maybe the next mile over you'll have an opportunity where
6 there's 15,000 people in a mile, so it balances out. But we
7 give those guidelines, but the local Real Estate team really
8 does the assignment based on a number of other
9 characteristics and facts in the market.
10 Q. Got it, thank you. So when you were making the decision
11 to relocate Store 5610 from its prior location, I guess I
12 should ask so it's on the record, what -- do you remember
13 where it was before it moved?
14 A. I do. Yeah, it was -- it was in the shopping center
15 behind. We had what we call an "inside end cap," so we
16 weren't facing the street, and Albertson's Grocery Store
17 chose to close their location. And so we wanted to take that
18 opportunity since with a grocer closing, any major anchor
19 like that when they close, predictably the traffic will go
20 down, and then predictably our sales tend to go down, as
21 well. And so there was gas --
22 MR. TUZZO: Uh-oh. Looks like --
23 THE WITNESS: -- store prior was --
24 HEARING OFFICER ANZALDUA: Ms. Parrott, it looked like
25 your screen froze up.

1 THE WITNESS: The store prior was also a little small
2 because it was an older H-class; it was about 1200 square
3 feet and back in 2015 we kind of felt 1700 --
4 COURT REPORTER: Excuse me.
5 THE WITNESS: -- was an optimal size --
6 MR. TUZZO: Ms. Parrott?
7 THE WITNESS: -- so we decided to move and relocate the
8 store.
9 MR. TUZZO: Karen? Karen, I think we're unfortunately
10 having some more technical difficulties on -- on your end. A
11 lot of what you just said was cut off so I'll have to re-ask
12 you the question, but first I think we need to address the
13 underlying tech issue. I apologize, again. Let me --
14 HEARING OFFICER ANZALDUA: It looks like her screen is
15 frozen now.
16 MR. TUZZO: Yeah.
17 MS. NIEDECKEN: Yeah.
18 MR. TUZZO: Let me get IT involved. I'm going to mute,
19 go off camera for a minute, we'll go off the record if you
20 don't mind.
21 HEARING OFFICER ANZALDUA: Yeah. And she can try, you
22 know, leaving the meeting and rejoining through the link and
23 see if that works.
24 MR. TUZZO: All right, thank you.
25 HEARING OFFICER ANZALDUA: Off the record.

1 **(Off the record from 3:32 p.m to 3:35 p.m.)**
2 HEARING OFFICER ANZALDUA: On the record.
3 All right, Mr. Tuzzo, can you repeat the question and --
4 and the answer if you can remember it.
5 MR. TUZZO: Yeah, I can't remember the answer, but I can
6 repeat the question.
7 **DIRECT EXAMINATION (continued)**
8 Q. BY MR. TUZZO: So the decision to relocate as opposed to
9 just opening a new store, right, we talked about (audio
10 distortion), what went into that?
11 A. Well, at the time in 2015, we really were focused on
12 drive-thrus so I -- moving out of a café into the drive-thru.
13 The other part of the business cases, we typically would
14 double our sales, and so really important for us to get onto
15 the hard corner, solidify sales, and then you can grow out
16 from there.
17 Q. Got you. Now and I think before we lost you, you had
18 been talking about an end cap store and Albertsons I think it
19 was that had closed and so that anchor; can you talk to us a
20 little bit more about that?
21 A. Yes. Yes. So the store originally was a café, which is
22 what we were building at the time that store had opened, and
23 the grocery store who anchored the shopping center we were in
24 chose to close their business, and predictively we typically
25 see sales drop because traffic drops. Starbucks often, from

1 a real estate perspective, we view it as an impulse
2 convenience product, and so so often people will pass through
3 out -- pass by our stores. They might be going elsewhere;
4 they might be going to Walmart or a hospital or a grocery
5 store and they maybe hadn't intended to stop at Starbucks
6 because -- but if we're there and we're visible and
7 convenient they'll polypropylene in and -- and buy a
8 beverage.
9 Q. So that decision, *i.e.*, the decision to relocate versus
10 open a new store, was -- who was involved in that decision?
11 A. That would have been myself as an SDM, so the SDM role.
12 The regional director of Operations. And then the -- at that
13 time, it would be my boss who was the director of Store
14 Development.
15 Q. And so did the store manager of the -- the store that
16 relocated, was there a store manager at the time?
17 A. I don't know firsthand. Based on Starbucks policy, I
18 would imagine there was.
19 Q. Okay. But it's fair to say nobody holding themselves
20 out to be the store manager called you up and said, hey,
21 we're relocating this store, we're going over to the current
22 location right now, right?
23 A. Correct. That information would not come from the store
24 manager.
25 Q. Okay. Now how was the site of the -- of the current

1 5610 chosen?
2 A. Well, it was on a hard corner. I can't remember exactly
3 how it came to us, that was a little while ago, but we have
4 broker representation in the market and in all of our
5 markets, and so our commercial brokers have exclusive
6 representation with Starbucks. And typically if a developer
7 or a land owner or even just a customer calls or emails and
8 says hey, I think you should look at this property, typically
9 what happens is, is that information goes straight to our
10 broker for them to vet through, determine if it meets our
11 strategy, and then respond. So like that -- that was the
12 process at that time.
13 Q. Okay. Do you remember if the store was newly -- 5610,
14 where it currently is, was that newly constructed? Or was
15 that, you know, real estate that was already there and
16 remodeled it? Do you remember?
17 A. It was newly constructed.
18 Q. Okay, so it was new construction. Who was involved in
19 the design of the store? Of the construction?
20 A. It would have been an internal partner who I cannot
21 remember, I would have to go back and look, and we have
22 architects of records, AORs, that we hire outside the
23 company. And I would have to go back and look and see who
24 was the architect of record at that time. But those two --
25 those two individuals would have taken the drawings of the

1 building, done the space planning, and then internally at
2 Starbucks what we call stylize or do the color pallet there,
3 and the director of Operations would have had a chance to
4 review all that information.
5 Q. So in regards to the design of the store, and I'm
6 talking the exterior right --
7 A. Oh, exterior, okay.
8 Q. Yeah. Are there any kind of like corporate guidelines,
9 corporate requirements that Starbucks has for the build of
10 its store?
11 A. Yes. Currently, we have our own prototype design that
12 our internal partners have created, and so there is a certain
13 look and material selection, height, shape, that we prefer
14 represents our brand; however, we're not limited to using
15 that. And the reason why we're not limited to using that is
16 some property owners prefer to build their own style
17 building, and so we in the field have the flexibility to work
18 with the landlord's design. And then on top of it there's
19 often criteria, whether it's from the city or an underlying
20 document or adjacent tenants, that they have their own
21 criteria, particularly like colors, height, certain
22 screenings, and so each property is looked at based on the
23 facts that surround that property.
24 Q. Thank you. And so in regards to who's involved with
25 that, does the store manager have any role in deciding the

1 build of the store?
2 A. No.
3 Q. Okay. And so then obviously with a new construction,
4 there's also some interior design, right?
5 A. Correct.
6 Q. Okay. And in regards to 5610, how was the interior
7 design of the store chosen?
8 A. The interior design is chosen by a Starbucks partner, we
9 have in our Design Department. We have layouts and
10 efficiencies where we want to place certain equipment that's
11 based on ease for the partner to make certain that they can
12 have a functional workspace that they can work in, as well as
13 speed for the customer so that we can get that product,
14 whether it's warm or cold, quickly to them.
15 Q. Now, when we talk about things like, you know, interior
16 design, not just the layout and I appreciate -- because you
17 did answer that question, but you know, in regards to colors
18 of the walls, you know --
19 A. Oh.
20 Q. -- that type of design stuff, are there any corporate
21 guidelines, corporate requirements that Starbucks provides?
22 A. Yes.
23 Q. Okay. And where are those found?
24 A. Those are issued out of Seattle. Currently, it's all on
25 our intranet, and so anyone in Store Development, meaning

1 Construction, Design, or Real Estate has access to that.
2 Q. And I think there's some earlier testimony you weren't
3 here for it, but I just want to make sure this jives with
4 your understanding. So store manager; does a store manager
5 choose the vendor in terms of --
6 A. No.
7 Q. Okay. Who's doing the construction, no?
8 A. No. Construction, the project manager chooses that.
9 Q. Okay. Does the store manager have any involvement at
10 all when it comes to the design, right, of a newly
11 constructed store?
12 A. No.
13 Q. Okay. How many stores have you opened during the time
14 that you've been, you know, a store design manager up to your
15 current role? And you can ballpark it.
16 A. Right, maybe 400, 500. A lot.
17 Q. Four or five hundred, yeah.
18 A. Yeah, a lot. I -- in my career, I was Starbucks broker,
19 as well, so it's been well over 25, 26 years I've been doing
20 store development, site selection for Starbucks. So it --
21 it's quite a bit. I -- but that's what I would ballpark.
22 Q. So within those -- that ballpark, right, the four to
23 five hundred, the process that you just described, was that
24 the same for those other instances, as well?
25 A. The framework is the same. So over the years, Starbucks

1 has ebb and flowed in its count goals. So one year on -- in
2 U.S. business we might want to open 200 stores, another year
3 it was 800 stores, and so the framework and the -- what we
4 call the "Key Stakeholders," the partners who have a voice in
5 influence and approval and decision making that has been
6 consistent. That has been store dev and ops at the director
7 level.
8 Q. And why wouldn't we leave a decision, like hey, I'm
9 going to move a store, hey I'm going to open a new store, to
10 a store manager?
11 A. Well, the store manager is focused on the operations of
12 the store. The throughput from when the customer either
13 enters the drive-thru or enters the front door, and that in
14 its own is a very -- it's a special discipline that requires
15 talent. Real estate and construction is also a special
16 discipline, which requires more understanding of industries
17 outside of coffee sales.
18 MR. TUZZO: Just making a few notes here. While I do
19 this, I would like to move to admit 206 because I don't think
20 that I've done that yet.
21 HEARING OFFICER ANZALDUA: Any objection?
22 MR. HAYES: No objection.
23 HEARING OFFICER ANZALDUA: All right, Employer's Exhibit
24 206 is admitted.
25 **(Employer's Exhibit 206 received into evidence.)**

1 Q. BY MR. TUZZO: Now, I think there's some testimony about
2 drive-thru stores versus café.
3 A. Um-hum.
4 Q. Fair to say that in District 380 there's what -- there's
5 some stores that are café, some that are drive-thru; correct?
6 A. That's correct.
7 Q. Okay. Who makes the decision as to whether the store
8 will be drive-thru or café?
9 A. The Store Development manager.
10 Q. What about the size? I'm talking about the square
11 footage of the store.
12 A. Store Development manager makes that decision.
13 Q. Now, I suspect you would agree with me where a store
14 opens up there's potential for it to take some business away
15 from an already existing store; is that correct?
16 A. That's correct.
17 Q. Okay. Does that, you know, potential shift of business
18 factor into a decision in regards to hey, I don't want to
19 lose this business at this store so I'm not going to open it?
20 A. It factors in but not in that regard. Not in the regard
21 that we wouldn't necessarily open it.
22 Q. There are times where stores get in need of a remodel;
23 correct?
24 A. Correct.
25 Q. Is there a certain amount of time that goes by, you

1 know, after which Starbucks says hey, look it's probably time
2 to -- to remodel the store? Give it a fresh look?
3 A. Yes. That's correct.
4 Q. What is that average time?
5 A. Historically, it was we -- what we called on the
6 anniversary at Year 5, at Year 10, at Year 15, Year 20. Two
7 years ago, we decided that some stores might need to have a
8 renovation earlier in the process, and so it is the regional
9 director, as well as Store Development/Real Estate can bring
10 forth any store to say I think this store needs some form of
11 remodel. Our remodels are quite a scale; they can be very
12 light, and they can go all the way up to rebuilding the
13 store. And so internally at Starbucks when we talk about a
14 remodel, it's -- it's a -- it's a vast scale. But at any
15 time, someone can bring a store forward that says this
16 requires some form of investment, and then that gets
17 prioritized against our capital plan, our resource plan, and
18 the nature of the request.
19 Q. So the budget for the remodel, who sets that?
20 A. The project manager, meaning Construction.
21 Q. Okay. Does the store manager have any role in that?
22 A. No.
23 Q. Okay. Deciding whether a store will be remodeled or
24 not, is that a store manager decision?
25 A. No.

1 Q. Some of the considerations that go into whether a store
2 will be remodeled is term on the lease; correct?
3 A. Correct.
4 Q. During the course of the time that you've been in, you
5 know, the store design role, right, how many remodels have
6 you been involved with? Manager? Director? Senior manager?
7 A. A lot. I'm sorry, I want to give you a number but it --
8 it's been a bit.
9 As a director the last five years, I've been probably
10 more intricately involved meaning I would -- I signed the
11 contracts for the general contractor. I do look at the
12 impact to profit and look at the prioritization. But even as
13 a Store Development manager, when we look at our whole
14 portfolio, we do try to forecast. If a store needs a remodel
15 what that does to how many days it will be closed, so your
16 lost revenue based on that? What the cost is? And how long
17 we're going to depreciate it over? The term of the lease?
18 If we need to extend any contracts or documents, we -- we
19 factor that in, as well. And then the impact to profit. And
20 so the impact to profit is probably the -- the heart of the
21 conversation in terms of any decision maker as to if a
22 remodel goes forward.
23 Q. Now, in regards to closing a store, are you involved in
24 those types of decisions?
25 A. Yes.

1 Q. And who else are involved in those types of decisions?
2 A. The regional director of Operations, Store Development
3 managers, and the regional vice president.
4 Q. Does the store manager decide that a store will be
5 closed or not?
6 A. No.
7 Q. So store managers, they have no role in deciding whether
8 to build a new store; correct?
9 A. Correct.
10 Q. What about relocate?
11 A. No, we would not engage the store manager.
12 Q. Renovate? Design? Remodel?
13 A. No, we would not engage a store manager. From a store
14 development perspective, we would not. We keep our
15 communications at the director and RVP level.
16 Q. Store manager play a role in brokerage?
17 A. No.
18 Q. Construction specifics?
19 A. No.
20 MR. TUZZO: Mr. Hearing Officer, would you give me just
21 a minute?
22 HEARING OFFICER ANZALDUA: Yes, for sure.
23 MR. TUZZO: Thank you.
24 (Pause.)
25 MR. TUZZO: Mr. Hearing Officer, Mr. Hayes, thank you, I

1 have no further questions for Ms. Parrott, subject to
2 redirect.
3 HEARING OFFICER ANZALDUA: Mr. Hayes, any questions?
4 MR. HAYES: I do just have a few.
5 HEARING OFFICER ANZALDUA: Go ahead.
6 **CROSS-EXAMINATION**
7 Q. BY MR. HAYES: All right, Ms. Parrott, I'm an attorney
8 for the Union, I'm just going to ask you just a handful of
9 questions about what you just said.
10 So starting with your position right now, it's called
11 the Store Development Director, right?
12 A. Correct.
13 Q. So am I right in thinking that there's someone with that
14 same title in every region at Starbucks?
15 A. That's correct. In U.S. Business.
16 Q. Okay. And within each of those respective regions, each
17 of those people is carrying out the same basic job duties
18 and -- and responsibilities that you just described in your
19 testimony, only for their particular region, right?
20 A. That's correct.
21 Q. Okay. Just a couple of things about store remodels.
22 You gave some testimony about that. I think I just missed
23 what you said, who makes the initial request for a remodel?
24 A. Currently our process is the director of Operations
25 makes the initial request; however, as we meet together and

1 review the portfolio, anyone from Construction or Real Estate
2 or Design can say have you thought about this store? It
3 appears it could need a remodel.
4 Q. Okay. And how far in advance of a remodel actually
5 taking place does that happen?
6 A. We communicate every month with our directors of
7 Operations from the Store Development discipline to our
8 director of Operations, so it can come up at any time during
9 those conversations. It also can come up just organically
10 through the course of day-to-day business. We're often in
11 our stores and so often what happens is, is if a Design
12 manager is in a store and he sees something that can be
13 optimized, he might just send an email and say next month we
14 should talk about this. Same with any of the other
15 disciplines. So it can happen at any time, but we do have
16 very formal meetings where we document our decisions because
17 we then we have to plan it against the capital we're given.
18 Sometimes our request is we want to do more remodels than we
19 necessarily have capital for or time for because many of the
20 remodels require permitting.
21 Q. Okay. Well, so like maybe a better way of asking that
22 question is for how long is the plan to remodel a store in
23 motion before the remodel actually takes place? If you can
24 give an average number?
25 A. It could be a year.

1 Q. Okay. Would you say that's like the average?
2 A. I -- I don't know. I don't know if it would be the
3 average. I -- I'm looking at it from the lens of extensive
4 remodel. And so from an average, like if we're just going in
5 to modify a handoff plane that doesn't require a permit and
6 can be done in two days versus the full rebuild which could
7 take up to a year.
8 Q. So about -- what I'm getting at is about how far in
9 advance does a store manager know about a remodel happening?
10 A. I don't have firsthand knowledge about that because we
11 don't communicate with a store manager. Our communications
12 is with the director of Operations. At times they might ask
13 us
14 to -- they might bring a district manager in on their behalf,
15 but for example, we distribute any of our tracking reports to
16 any -- we don't distribute those to store managers, district
17 managers; they only go to vice presidents and directors. And
18 then the Project team because they were working on it.
19 Q. Okay. Do you know how far in advance a district manager
20 would know about an upcoming remodel?
21 A. No, that would be up to the director of Operations.
22 Q. Okay.
23 MR. HAYES: I have nothing further.
24 MR. TUZZO: No redirect.
25 HEARING OFFICER ANZALDUA: Any follow-up questions?

1 MR. TUZZO: No, thank you.
2 MR. HAYES: All right. I don't have any questions,
3 either so you're released from your testimony. Thank you for
4 your time and cooperation.
5 THE WITNESS: Yes, thank you.
6 **(Witness excused.)**
7 HEARING OFFICER ANZALDUA: Does the Employer have
8 additional witnesses ready?
9 MR. TUZZO: Can we take just a couple minutes? I'll
10 tell you what I'm trying to figure out is given our Internet
11 issues here, I'm wondering if we don't end for the day and
12 call our next witness Monday? I think we should be able to
13 wrap this up by Monday, but I -- I want to confer with co-
14 counsel and my client and then offer a suggestion.
15 HEARING OFFICER ANZALDUA: Yeah, let's go ahead and take
16 a 10 minute break; would that be enough?
17 MR. TUZZO: Please.
18 HEARING OFFICER ANZALDUA: Okay, let's take a 10 minute
19 break and then we can come back and talk about if we're going
20 to finish another witness today or start another witness
21 today or hold off until Monday.
22 **We'll go off the record.**
23 **(Off the record from 3:59 p.m. to 4:10 p.m.)**
24 **HEARING OFFICER ANZALDUA: On the record.**
25 And off the record we had a discussion about the

1 witnesses for today and Monday and the parties agreed that we
2 would hold off on the Employer's next witness until we
3 reconvene on Monday, December 13th. And the Employer's
4 counsel has aspirations about finishing their case on Monday,
5 which would leave us in good shape for the hearing. So given
6 that, we'll resume the hearing on December 13th at 9:00 a.m.,
7 Mountain Standard Time.
8 We'll be off the record.
9 **(Whereupon, at 4:10 p.m., the hearing in the above-**
10 **entitled matter was adjourned until Monday, December 13,**
11 **2021, at 9:00 a.m., Mountain Standard Time.)**
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1 **CERTIFICATION**

2 This is to certify that the attached proceedings before
3 the National Labor Relations Board, Region 28, in the matter
4 of **Starbucks Corporation and Workers United**, Case No. **28-RC-**
5 **286556**, via videoconference, on **December 10, 2021**, was held
6 according to the record, and that this is the original,
7 complete, and true and accurate transcript that has been
8 compared to the recording, at the hearing, that the exhibits
9 are complete and no exhibits received in evidence or in the
10 rejected exhibit files are missing.
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15 _____
16 Zinah Shawket
17 Official Reporter
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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

In the Matter of: **STARBUCKS CORPORATION,** Employer, and **WORKERS UNITED** Petitioner.	Case No. **28-RC-286556**

The above-entitled matter came on for hearing pursuant to notice, before **FERNANDO ANZALDUA**, Hearing Officer, at the **National Labor Relations Board, Phoenix, Arizona**, via Zoom videoconference, on **Monday, December 13, 2021**, at **9:00 a.m., Mountain Standard Time.**

1 **A P P E A R A N C E S**
2
3 **On Behalf of the Employer:**
4
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1 **I N D E X**
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4

WITNESSES	DIRECT	CROSS	REDIRECT	RECROSS	VOIR DIRE
Chris Flett	144	165	--	--	--
Eli Hanna	168	--	--	--	--
Abby Clay Turner	192	234	--	--	--
Kiera Bailey	241	262	270	272	261

1 **E X H I B I T S**

2 **EXHIBITS**	**FOR IDENTIFICATION**	**IN EVIDENCE**
3 EMPLOYER'S		
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8 E-211	193	195
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1 **P R O C E E D I N G S**

2 **(Time Noted: 11:07 a.m.)**

3 **HEARING OFFICER ANZALDUA: Okay. So we're on the record.**

4 Employer, who's your next witness?

5 MR. TUZZO: The Company calls Chris Flett.

6 HEARING OFFICER ANZALDUA: Mr. Flett, good morning. Could

7 you raise your right hand for me?

8 (Whereupon,

9 **CHRIS FLETT**

10 was called as a witness by and on behalf of the Employer and,

11 after having been first duly sworn, was examined and testified

12 as follows:)

13 HEARING OFFICER ANZALDUA: Thank you. Mr. Tuzzo, go ahead

14 and proceed.

15 MR. TUZZO: Thank you.

16 **DIRECT EXAMINATION**

17 Q. BY MR. TUZZO: Chris, would you state and spell your name

18 for the record please?

19 A. My name is Chris Flett, C-h-r-i-s, F-l-e-t-t.

20 Q. You're currently employed by Starbucks, correct?

21 A. Correct.

22 Q. Would you provide your title?

23 A. Director, operation services.

24 Q. Now, you previously testified on September 27th, 2021,

25 regarding the Buffalo petition, correct?

1 A. Correct.
2 Q. Did you hold the same job title during that proceeding?
3 A. Yes, I did.
4 Q. Have your job duties changed since then?
5 A. No. No, they haven't.
6 Q. Do you have any responsibility over District 380 (ph.)?
7 A. Yes, they're a part of the U.S. business.
8 Q. And are you familiar with District 380?
9 A. Yes.
10 Q. Are you familiar with store manager non-coverage hours?
11 A. I am, yes.
12 Q. What are store manager non-coverage hours?
13 A. Store managers use non-coverage hours for administrative
14 and non-customer facing activities. They'll set the promotion.
15 They'll use that time to place orders, write schedules. They
16 conduct performance, development conversations. They'll attend
17 meetings, et cetera.
18 Q. Do store managers have non-coverage hours?
19 A. They do.
20 Q. And how is that -- first off, so the non-coverage hours,
21 are they allocated, you know, by a specific period? Weekly,
22 monthly.
23 A. They're allocated by quarter. The stores receive a
24 report. It's called a portfolio pulse. I'm sorry. They
25 receive the -- for non-coverage hours, they actually receive a

1 non-coverage planner that they use each quarter, and that will
2 tell them how many hours they're going to get for the whole
3 quarter on an average per week, and then they use that to
4 allocate their responsibilities over that time period.
5 Q. So does the store manager decide how many non-coverage
6 hours they get in the store?
7 A. No, they do not.
8 Q. Okay. Now, there are periods of time when a store in
9 District 380 is open and the store manager is not present,
10 correct?
11 A. That is correct.
12 Q. Who determines the store hours for the stores in District
13 380?
14 A. The regional director and the district manager determine
15 the store operating hours.
16 Q. Does the store manager have the authority to change store
17 hours?
18 A. They do not.
19 Q. Does the store manager have the authority to decide to
20 close the store early?
21 A. No, they would partner with their district manager on that
22 decision.
23 Q. Now, when the store manager is not present, but the store
24 is open, who is in charge?
25 A. If the store has an assistant store manager, then the

1 assistant store manager would be in charge. Not all stores
2 have assistant store managers. All stores do have shift
3 supervisors. So if there is not an ASM, then the shift
4 supervisor would be responsible for the store at that time.
5 Q. Then what about say extending scheduled absences, such as
6 FMLA? How is store manager coverage arranged there?
7 A. The district manager would determine a proxy to support
8 that store. It could be an assistant store manager from
9 another store that has been elevated to temporarily run that
10 store as a store manager or it could be another store manager
11 running two stores.
12 Q. And is that known as dual store manage?
13 A. That is correct.
14 Q. Does the store manager on leave decide who the proxy will
15 be?
16 A. No. The district manager decides that.
17 Q. Talk a little bit about partner interchange. Are you
18 familiar with the term borrowed partner?
19 A. Yes.
20 Q. Is there an expectation that partners work at different
21 stores?
22 A. Yes.
23 Q. And is that expectation made known?
24 A. Yes.
25 Q. When is it made known?

1 A. During the hiring process.
2 Q. And how is that expressed to the partners?
3 A. During the interviews, the store manager would let the
4 store partner or future store partner know what number of hours
5 are available in that store and where store partners may be
6 used at other locations. It's -- we frequently borrow partners
7 from stores.
8 Q. Now, why is that the case?
9 A. We hire for the district, and there is changes in
10 seasonality in the business. You may have stores where the
11 number of partners required to meet the demands of that
12 business increase or as there's another store that has more
13 partners than they need or seasonally that business has
14 declined and we'll move partners between stores to accommodate
15 the hours needed.
16 Q. Are you familiar with something called Taleo?
17 A. Yes.
18 Q. What is Taleo?
19 A. Taleo is the system that our store managers and district
20 managers use to identify candidates for positions in the store.
21 They'll use that system to go through and look for candidates.
22 They'll use that system to process them through the system and
23 bring them on board once they make a hiring decision.
24 Q. Now, when a candidate applies for a specific store, is
25 that visible to all of the store managers in the district?

1 A. Yes, it is.
2 Q. Why is that?
3 A. Because as I stated earlier, we hire for a district, for a
4 market, and so the candidates are available within the
5 geographic area, and store managers from multiple stores can
6 see that candidate and potentially bring them in for an
7 interview.
8 Q. Do DMs facilitate partner movement?
9 A. They do.
10 Q. How?
11 A. There's several ways to do that. Primarily they use a
12 report in the portfolio pulse called the staffing plan report,
13 and they are able to see how many partners are in each store,
14 what the anticipated needs are for that store and facilitate
15 movement between stores based on anticipated needs.
16 Q. Are you familiar with something called a S4 tool (ph.)?
17 A. Yes.
18 Q. What is a S4 tool?
19 A. The S4 stands simple and secure self-service, and we use
20 that in the event that there is a COVID exposure in a store.
21 So what happens is the partner will report to their store
22 manager that they've been exposed or tested positive for COVID.
23 The store manager would then notify their district manager of
24 this exposure. They put in the partner's number, and then the
25 district manager would be able to identify who has worked with

1 that partner in the store. And then it would be the district
2 manager's responsibility to notify the partners that have been
3 exposed to this partner, and ask them to isolate if they are
4 not vaccinated.
5 Q. Is this a tool that the store manager has access to?
6 A. They do not. Only the district managers have access to
7 it.
8 Q. Is there interchange of supplies amongst the stores in
9 District 380?
10 A. Yes. That happens often. A store will transfer product
11 to another store based on need.
12 Q. Are you familiar with the term inventory management
13 system?
14 A. Yes.
15 Q. We'll call it IMS for short.
16 A. Okay.
17 Q. What is IMS?
18 A. So IMS is the system that our stores use to receive
19 orders, place orders, transfer product between stores and
20 overall inventory management.
21 Q. Are you familiar with something called par builder?
22 A. Yes. Par builder is a tool that my team has developed and
23 updates on a quarterly basis. It has data in it showing how
24 much product a store needs between orders. So they'll use that
25 to set their pars and their pars are used to complete their

1 orders.
2 Q. So let's talk then, what is the process for receiving
3 inventory into a store?
4 A. Okay. So the store manager will go into IMS, and they
5 will look at their open orders. For beverage and paper
6 product, they'll get suggested order quantities. They'll
7 determine if they need those quantities based on their pars,
8 and then finalize the order. That's for beverage and paper.
9 We just recently launched automated ordering for food and lobby
10 products. So now partners do not have to make any changes in
11 the system. Those are done automatically for the stores.
12 Those orders go in, and then depending on when their order is
13 set to receive, in this particular market they receive orders
14 seven times a week. And so they'll receive that order probably
15 2 days from now. And then subsequent orders they'll place each
16 day or 2 days out. They'll also use that system to process
17 store-to-store transfers, finalize the receipts, et cetera.
18 Q. So let's say, let's say a store has received supplies and
19 there's an unanticipated spike, and so now that store is short.
20 How does the store replenish on a short notice?
21 A. On a very short notice, they would contact one of the
22 neighboring stores or look in IMS to see where there's product
23 available, and then call that store to see if they can transfer
24 the product to them.
25 Q. And then how is that transfer actually done?

1 A. It's done through the IMS system, and then physically a
2 partner would go from store to store. It's often the
3 supervisor or store manager that would go pick up the product.
4 Q. So they go from, you know, 5610 to another store, pick up,
5 you know, a sleeve of cups, bring it back to 5610.
6 A. That's correct.
7 Q. Okay. And so I think you had mentioned that there's a
8 suggested order of quantity in IMS, right?
9 A. That's correct.
10 Q. So if there's this suggested quantity, and it's accurate,
11 what does the store manager do for an order?
12 A. The store manager would just need to finalize the order.
13 They don't need to make any adjustments if they feel the SOQs
14 are correct. And the SOQs are based on sales history and
15 they're based on the stores par. So if the store has set up
16 effective pars using par builder, the process should be fairly
17 simple.
18 Q. So when you say SOQ, that's suggested order quantity?
19 A. That's correct.
20 Q. Okay. Now, when you say finalize, what do you mean by
21 that? What am I doing?
22 A. They basically just have to go into the system, review it
23 and accept the order.
24 Q. Are you familiar with automated ordering?
25 A. I am, yes.

1 Q. What is that?
2 A. So automated ordering is a new process that we rolled out
3 this year for food and lobby products. Lobby products are
4 merchandise at home coffee, ready to drink, gift cards. The
5 system automatically generates those orders without any
6 interaction from the store manager. Those orders will flow
7 into the store and the intent on our part is to reduce the
8 amount of time that a store manager or anybody else spends
9 placing orders.
10 Q. Can a store manager order products beyond those specified
11 by Starbucks?
12 A. No, they cannot.
13 Q. Can a store manager exceed a certain limit?
14 A. If there is a limit on the product, they cannot exceed it.
15 We call those FSMs or fair share management caps. That is in
16 order to protect the amount of inventory that is our
17 distribution centers, and so a store can't over order it.
18 Q. Now, what about placing orders for beverages? Is that
19 done through IMS?
20 A. That is done through IMS, yes.
21 Q. Is that a part of the automated ordering process?
22 A. It is not.
23 Q. Okay. Is it scheduled to be?
24 A. We are developing it in fiscal year '22. So by the end of
25 the year, we should be able to pilot it. We do have plans to

1 automate beverage and paper products.
2 Q. So we talked about product being received by the store.
3 Where does the product come from before it reaches the store?
4 Are there distribution centers? How does that work?
5 A. Yes, we have two distribution centers that serve this
6 market. We have a regional distribution center that is based
7 out of Dallas. It's supports over 3,000 stores. And then we
8 have a consolidated distribution center, CDC, and that supports
9 about 250 stores. It's based in Phoenix.
10 Q. Do all the stores in District 380 receive orders from the
11 same CDC?
12 A. Yes.
13 Q. And what about the regional distribution center?
14 A. Yes.
15 Q. If I'm a store manager and I don't like the DC service,
16 can I decide to change the DC?
17 A. No, you could not.
18 Q. I believe you had talked a little bit about frequency of
19 delivery. How is that determined?
20 A. It's determined by the supply chain team in coordination
21 with our regional director. So we set up delivery frequency to
22 support the store's volume. If the store is a high volume
23 store where they have constrained back room as an example,
24 we'll increase the delivery frequency to that store. This
25 particular market is a 7X market. So they're already at our

1 highest frequency.
2 Q. So when you say constrained back room, that's basically
3 meaning it's a smaller back room --
4 A. Right.
5 Q. -- and you don't have room to store product?
6 A. Right.
7 Q. Okay. Now, if the DCs are delivering or the district or
8 even larger than the district, right, is it a store manager
9 who's planning the routes?
10 A. No, they don't.
11 Q. Who's planning the routes?
12 A. Our supply chain team, a transportation --
13 Q. And how are those -- I'm sorry.
14 A. A transportation team in particular.
15 Q. Okay. And what goes into planning those routes?
16 A. The transportation team would look at the number of stops
17 that are on that route, starting from Phoenix and then ending
18 in Phoenix. So a delivery driver has a specific number of
19 hours that they can be on the road and in driving. So the
20 transportation team is going to maximize the number of stops
21 within that time. It's based on a geographic area rather than
22 a district or store number.
23 Q. I'm a store manager. Can I change the route that I've
24 been assigned?
25 A. No, you can't.

1 Q. When it comes to pricing, how is, how is pricing of
2 products determined?
3 A. We have a pricing team at the Seattle support center that
4 determines all pricing.
5 Q. Does the pricing team communicate with the store manager?
6 A. Not directly, no.
7 Q. Do store managers have any influence over the pricing of
8 the products sold at the store?
9 A. No, they do not.
10 Q. How does a store manager find out about pricing?
11 A. We will typically adjust prices at the start of a
12 promotional period. We have six promotional periods per year,
13 and that promotional period will come with new menu board
14 panels and those new menu board panels would have the new
15 prices on them. And then on the day of the promo launch, the
16 POS would reflect the new prices.
17 Q. When you say promo launch, what are you referring to?
18 A. There are six times per year where we launch new food and
19 beverage. We'll also implement new programs and projects
20 during these promotional cycles. They're also called planning
21 periods. So the store managers will prepare for a promo
22 launch. They'll train their partners on new beverages.
23 They'll put up new signage. They'll get new merchandise.
24 Q. I'm a store manager. Can I decide not to participate in
25 the scheduled promo launch?

1 A. No, you cannot.
2 Q. Can I change it?
3 A. No, you can't.
4 Q. Now, you mentioned signage. Where does the signage come
5 from?
6 A. So we have a creative studio that creates the signage, and
7 then they will have it produced and shipped to the store in
8 support of the promo launch. They'll usually come in three or
9 four boxes. It'll include menu board signs, signs for the food
10 case, signs for the merchandise wall, et cetera.
11 Q. That's part of a kit?
12 A. Correct.
13 Q. Are you familiar with something called Siren's Eye?
14 A. Yes.
15 Q. At this point in time, I think you should have received an
16 email from Ms. Stepp with some attachments.
17 A. I did, yes.
18 HEARING OFFICER ANZALDUA: Mr. Hearing Officer and Mr.
19 Hayes, did you receive the same email?
20 MR. HAYES: Yes.
21 HEARING OFFICER ANZALDUA: I did.
22 **(Employer's Exhibit 207 marked for identification.)**
23 MR. TUZZO: I'm going to mark -- let me see. 207 I
24 believe I'm up to.
25 Q. BY MR. TUZZO: The attachment titled Siren's Eye, first

1 page says Siren's Eye Holiday Food, launch November 24th, 2021.
2 A. I have that open.
3 MR. TUZZO: Mr. Hearing Officer, Mr. Hayes, do you have it
4 open as well?
5 MR. HAYES: Yes.
6 HEARING OFFICER ANZALDUA: Yes.
7 Q. BY MR. TUZZO: First, I'm going to ask you, Chris, do you
8 recognize this document?
9 A. Yes, I do.
10 Q. What is this?
11 A. The Siren's Eye in this particular one is for holiday
12 food, is how we communicate the visual elements in the store.
13 So, for the holiday food version of the Siren's Eye, it'll show
14 partners where to place food into the food case, depending on
15 what type of food case they have. It tells them where to put
16 the signage in the case as well.
17 MR. TUZZO: Okay. So before I forget, I'm going to move
18 to admit 207.
19 MR. HAYES: No objection.
20 HEARING OFFICER ANZALDUA: Employer's Exhibit 207 is
21 admitted.
22 **(Employer's Exhibit 207 received in evidence.)**
23 Q. BY MR. TUZZO: So this Siren's Eye, does this apply to the
24 stores in District 380?
25 A. Yes, it does.

1 Q. Now, it says holiday food. Is it fair to assume that this
2 will change from time to time?
3 A. That's correct. As I mentioned earlier, we have six
4 promotional periods per year. The next one will start right
5 after the new year, and it's called winter.
6 Q. And so there's a -- if I turn to the second page, there's
7 some categories here, standards, food case overview, showcase
8 overview.
9 A. That's correct.
10 Q. What's contained in the category titled standards?
11 A. Standards are how we communicate to store managers visual
12 merchandising standards in terms of what fixtures to use, how
13 to place the signs onto those fixtures. We recently updated
14 the food case to new merchandising standards. We auto shipped
15 all of the fixtures for that case. And so we wanted to
16 communicate and we do this in every planning period kit or
17 promo kit, the updated standards that apply for that time
18 period.
19 Q. Why does the Company do that?
20 A. We want to have consistent execution across all stores in
21 the US.
22 Q. So does the store manager just get to decide how product
23 will be placed?
24 A. No, they don't. They follow the Siren's Eye.
25 Q. Okay. And then what about signage?

1 A. The same. So the signage will be listed in the Siren's
2 Eye, in the order that it's supposed to appear in the store.
3 So the store manager and their team's responsibility is to
4 execute the direction in the Siren's Eye.
5 Q. And so, you know, just kind of pointing to some of the
6 detail in here, if you look at the standards for chilled cases
7 and small wares, do you see that? It's on page 6.
8 A. Yes.
9 Q. What is this describing?
10 A. So these are all the small wares that we've recently
11 shipped to the stores, and if they needed to reorder any of
12 those, they can place an order to replace any broken or lost
13 fixtures, but these are the fixtures that we expect to see in
14 those cases.
15 Q. So there is an oatmeal display bowl here. Do you see
16 that? Set of two.
17 A. Yes.
18 Q. And that's how store managers are expected to display that
19 product, right?
20 A. That's correct. And then on the subsequent pages, you'll
21 see a picture of exactly where it's supposed to go in the case.
22 Q. And that's page 7, correct?
23 A. Page 7 shows the merchandising guidelines for where things
24 to into the case, and then as you go further, you'll actually
25 see food cases with that produce represented.

1 Q. Are you familiar with the term Zephyr?
2 A. Zephyr. Yes.
3 Q. What's Zephyr?
4 A. Zephyr is a type of food case that we have. It has a very
5 -- it has a glass top, very easy to see the food represented in
6 it. It's one of our newest food cases.
7 Q. What about a mini Zephyr?
8 A. A mini Zephyr is just a smaller version of that.
9 Depending on the size of the store, we will change the food
10 case to fit the engine or the front case.
11 Q. So do store managers get to decide the type of case
12 they're going to use?
13 A. No, they do not.
14 Q. Do Starbucks use a particular scheduling system?
15 A. We do.
16 Q. What is it?
17 A. Starbucks partner hours.
18 Q. And how does partner hours work?
19 A. Starbucks partner hours uses a forecasting system that our
20 labor team at the Seattle support center manages. And then the
21 store manager will receive a partially completed schedule 3
22 weeks in advance. It'll forecast the number of hours and start
23 building out the schedule based on partner availability. The
24 store manager would then be responsible for filling in the
25 remaining shifts so that the number of scheduled hours matches

1 the number of forecasted hours.
2 Q. Why do you use a scheduling system like that?
3 A. We want to be consistent with the way that we schedule our
4 partners in advance so that they have enough time to plan
5 around their schedule. We also want to make sure that we're
6 using data, facts, determine the number of hours that the store
7 will use to support its business.
8 Q. Can partners swap shifts?
9 A. Partners can swap shifts, yes.
10 Q. And how do they do that?
11 A. They would identify an opportunity to swap shifts on the
12 schedule, and if they do, there's a mutual agreement between
13 the two partners, and then a supervisor or store manager would
14 initial that on the schedule.
15 Q. Is borrowing reflected on the initial schedule?
16 A. Borrowing is, borrowing is reflected on the initial
17 schedule when it is planned in advance, yes.
18 Q. And when it not planned in advance?
19 A. If it not planned in advance, and after the schedule is
20 posted, then the borrowed partner would not be reflected on the
21 schedule.
22 Q. What role, if any, does an RD have in scheduling?
23 A. A RD works with their district managers on labor
24 management. They are going to be -- as part of their business
25 analysis routine, which they do every week, they look at the

1 number of stores in their districts that have scheduled the
2 forecast, and then execute on that schedule to where the number
3 of actual hours versus forecasted and scheduled hours. And so
4 their role and responsibility is to ensure that the districts
5 and stores are meeting their scheduling needs and not exceeding
6 them.
7 Q. And then does the scheduling system determine any store
8 manager's non-coverage time?
9 A. The schedule system does determine non-coverage. They are
10 planning that non-coverage outside of the system. So they're
11 going to get a specific number of hours and how they put it on
12 the schedule is done through the non-coverage planner.
13 Q. Now, I guess I didn't ask this and I want to make sure it
14 gets on the record. So, there's non-coverage time, right, and
15 obviously coverage time. So what happens during -- what does a
16 store manager do during coverage time?
17 A. During coverage time, they're working shoulder-to-shoulder
18 with their partners on the floor. So they could be in
19 production, meaning they're making beverages, warming food,
20 operating the POS. They are frequently out in the lobby of the
21 café talking to customers, making sure that the standards in
22 the store are met, condiment carts are clean, wiped down.
23 They're very focused on making sure that customers' and
24 partners' needs are met.
25 Q. They're effectively performing the same tasks that

1 baristas do?
2 A. That's correct.
3 Q. You used the term POS. Would you define that for the
4 record?
5 A. That's our point of sales system or our register. It's
6 how we ring up orders into the store. And once those orders
7 are placed, then they go to labels that are at each of the
8 stations. So if a customer orders a beverage, when they
9 process that order in the POS, it'll fire off a label at the
10 beverage station or at the food warming station, and that let's
11 the partner know what they need to make.
12 Q. In your view, why does Starbucks call its employees
13 partners?
14 A. That's a great question. So, we call our employees
15 partners because they do share in the success of the Company.
16 Every partner at every level in the Company receives stock at
17 least once a year. And I think more importantly we call our
18 partners -- we call them partners because of the culture of the
19 Company. We make sure that everything that we do is through
20 the lens of humanity, from the time that we engage our farmers
21 around the world and how we treat them to the way that we treat
22 our partners and customers in stores.
23 Q. Thank you.
24 MR. TUZZO: Mr. Hearing Officer, may I have just a couple
25 of minutes?

1 **HEARING OFFICER ANZALDUA: Yes. Let's take a 5 minute**
2 **break, and we'll come back at 15 till. Off the record.**
3 **(Off the record from 11:40 a.m. to 11:46 a.m.)**
4 **HEARING OFFICER ANZALDUA: Let's go back on the record.**
5 Mr. Tuzzo, you may proceed.
6 MR. TUZZO: Thank you. No further questions for Mr.
7 Flett.
8 HEARING OFFICER ANZALDUA: All right. Thank you. Mr.
9 Hayes, any questions?
10 MR. HAYES: Yes, just a couple.
11 HEARING OFFICER ANZALDUA: Go ahead.
12 **CROSS-EXAMINATION**
13 Q. BY MR. HAYES: Hi, Mr. Flett. How are you?
14 A. I'm well. How are you?
15 Q. You remember me from last time, right?
16 A. Yes, sir.
17 Q. I just have a couple of questions about what you just
18 testified on.
19 A. Yes, sir.
20 Q. You talked about the process of closing a store early, you
21 know, if that becomes necessary. And you said that a store
22 manager will quote, "partner" with a district manager --
23 A. Right.
24 Q. -- to do that. That means that they're making a decision
25 together, correct?

1 A. The district manager would ultimately make that decision,
2 whether to close a store early, but what I meant by partnering,
3 is they're going to call their district manager, they're going
4 to have a conversation about the merits of closing the store,
5 and then ultimately the district manager would make the
6 decision.
7 Q. And when you said they just now, you're talking about the
8 store manager, correct?
9 A. The store manager would call the district manager, yes.
10 Q. Okay. You also talked a bit about the hiring process and
11 who store managers can interview. It's true that when someone
12 applies that they actually apply to one store, right? Like
13 they specify I want to work at this store, notwithstanding
14 everything else you described about the hiring process, right?
15 A. That is correct. They are applying to a store. That
16 candidate is also visible to all the other stores in the
17 geographic area as well. So a store manager from any location
18 can call that candidate for an interview.
19 MR. HAYES: Nothing further.
20 HEARING OFFICER ANZALDUA: Mr. Flett, I just have one
21 question. So when a candidate does apply, can they specify
22 more than one store or can they just not include a store? Do
23 you know?
24 THE WITNESS: Can they specify multiple -- well, so when
25 they're applying for the store, they will be applying for the

1 entire area. I don't know if they can say stores that they
2 specifically don't want to work at.
3 HEARING OFFICER ANZALDUA: But can they list more than
4 one?
5 THE WITNESS: They're going to be, they're going to be
6 applying for a geographic area.
7 HEARING OFFICER ANZALDUA: Okay. Any additional questions
8 based off that?
9 MR. TUZZO: No.
10 HEARING OFFICER ANZALDUA: All right. Mr. Flett, thank
11 you for your time. You're released from your testimony.
12 THE WITNESS: Thank you.
13 HEARING OFFICER ANZALDUA: Thanks.
14 **(Witness excused.)**
15 MR. TUZZO: If we could have just a minute. Next up is
16 Mr. Eli Hanna. I want to make sure he's ready to go.
17 **HEARING OFFICER ANZALDUA: Yeah, let's -- we'll give a few**
18 **minutes, but we'll go ahead and go off the record.**
19 **(Off the record from 11:49 a.m. to 11:57 a.m.)**
20 **HEARING OFFICER ANZALDUA: Back on the record.**
21 All right. Mr. Tuzzo, your next witness.
22 MR. TUZZO: The Company calls Eli Hanna.
23 HEARING OFFICER ANZALDUA: Good morning, Mr. Hanna. Can
24 you raise your right hand for me?
25 (Whereupon,

1 **ELI HANNA**

2 was called as a witness by and on behalf of the Employer and,
3 after having been first duly sworn, was examined and testified
4 as follows:)

5 HEARING OFFICER ANZALDUA: Thank you. Can you please
6 state and spell your name for the record.

7 THE WITNESS: Yes, my first name is Eli, E-l-i, and last
8 name is Hanna, H-a-n-n-a.

9 HEARING OFFICER ANZALDUA: All right. Thank you. Mr.
10 Tuzzo, you can proceed.

11 **DIRECT EXAMINATION**

12 Q. BY MR. TUZZO: Eli, are you employed?
13 A. Yes.
14 Q. Who do you work for?
15 A. Starbucks.
16 Q. How long have you been a Starbucks partner?
17 A. About 14 years.
18 Q. And what's your current job title?
19 A. Decision scientist.
20 Q. And what do you do as a decision scientist?
21 A. I extract data from various systems and perform analysis
22 on it. I'll make decisions. My team specifically is ops labor
23 team. So my area of focus is around Starbucks' labor model and
24 questions about scheduling and earned hours.
25 Q. And how long have you held that title with Starbucks?

1 A. I've been a decision scientist for 2 years.
2 Q. And since you've been with Starbucks for I think you said
3 14, what did you do for the other years that you were employed
4 -- that you've been employed with Starbucks?
5 A. I started as a barista in Southern California. I was a
6 shift supervisor here in Seattle. I joined the customer
7 service team and worked my way up the ranks. I've been
8 interested in data analysis. From there I joined the security
9 team in a data analyst role while taking classes through the
10 SCAP at ASU, earned a software engineering degree, and got
11 interested in data science and went on to pursue a master's
12 degree at Berkeley.
13 Q. Now, you mentioned the SCAP program. For the record, what
14 is that?
15 A. It's a Starbucks College Achievement Plan that's through
16 the partnership that Starbucks has with ASU. It offers
17 bachelor -- two -- three bachelor degrees for partners.
18 MR. TUZZO: Mr. Hearing Officer, Mr. Hayes, you should
19 have been -- and Eli as well, you should have received an email
20 from Ms. Stepp with a series of attachments. I'm going to
21 refer you to the one titled District or D380 borrowed partner
22 analysis spreadsheet. I'll give everybody a moment to pull
23 that up.
24 HEARING OFFICER ANZALDUA: I never received the email yet.
25 MR. HAYES: I got it.

1 THE WITNESS: I'm still waiting.
2 MR. TUZZO: Still nothing, Mr. Hearing Officer?
3 HEARING OFFICER ANZALDUA: No.
4 MR. TUZZO: Eli, you got it, right?
5 THE WITNESS: No, I've not received it yet.
6 MR. TUZZO: Oh, interesting. Okay. We're going to resend
7 it.
8 MS. NIEDECKEN: We're going to break them down.
9 COURT REPORTER: I received it.
10 MR. TUZZO: Mr. Hayes, you received it, too, right?
11 MR. HAYES: I did.
12 MR. TUZZO: Okay.
13 COURT REPORTER: It's 208, 209 and 210, correct?
14 MR. TUZZO: Correct.
15 COURT REPORTER: Okay.
16 **HEARING OFFICER ANZALDUA: Let's go ahead and go off the**
17 **record until we receive the exhibits.**
18 **(Off the record from 12:03 p.m. to 12:11 p.m.)**
19 **HEARING OFFICER ANZALDUA: Let's go back on the record.**
20 You can proceed, Mr. Tuzzo.
21 MR. TUZZO: Thank you.
22 **(Employer's Exhibit 208 marked for identification.)**
23 Q. BY MR. TUZZO: So, Eli, you have up in front of you what
24 we've marked as 208 which is D380 borrowed partner analysis
25 spreadsheet, correct?

1 A. That's correct.
2 Q. Okay. Do you recognize this document?
3 A. Yes.
4 Q. And what is it?
5 A. It's a document that I produced in response to a series of
6 questions that I received from you.
7 Q. And does this -- the data within this exhibit cover
8 District 380?
9 A. That's correct.
10 Q. You said that you assembled it, correct?
11 A. Correct.
12 Q. Take a look at the info tab.
13 A. I see it.
14 Q. What is contained in the info tab?
15 A. Starting from the top, there's questions related to market
16 interchange, and so that's questions regarding partners working
17 at other stores aside from their own store within District 380.
18 And then there's -- below that, there's some questions related
19 specifically to Store 5610. And then below that are the time
20 periods. So in column A it says 22, 21, 20, and those
21 correspond to the fiscal years that -- according to Starbucks,
22 the fiscal calendar. So for 22, we have -- the date range is
23 October 4th, 2021, which is the beginning of fiscal year '22.
24 to November 7th, 2021 and at that time that this request was
25 made, that was the last closed pay period at Starbucks. So

1 generally when I pull data regarding time worked or hours
2 punched, we only include closed pay periods because before a
3 pay period closes, sometimes partners have worked with a store
4 manager to correct errors. So if someone forgot to clock out
5 for lunch or if they forgot to clock in when they started
6 working, those could be corrected. So once a pay period is
7 closed, usually those type of issues were resolved and the data
8 is accurate. And then for '21, that's the entire fiscal year
9 for 2021 and same for '20. It's the entire fiscal year for
10 2020.
11 Q. What about fiscal year '19? Because I see -- so for
12 fiscal year '20, that starts September 30th, 2019 --
13 A. Right.
14 Q. -- what about fiscal year '19?
15 A. I didn't include fiscal year '19 because the system that
16 Starbucks uses for punching and scheduling partners, punching
17 in and out of shifts, is called the Starbucks partner hours,
18 and that was launched in the middle or, you know, in FY '19.
19 So it wasn't a complete year. And also the system was launched
20 not all at once at all stores. It was kind of a rollout. So
21 it was really difficult to really say, you know, there wasn't
22 much good data for FY '19 in the system.
23 Q. And do you remember when it was that you prepared this
24 spreadsheet?
25 A. This was the end of November. I want to say the week of

1 the 22nd. So a couple of weeks ago.
2 Q. The data contained in this spreadsheet, where did you
3 obtain it?
4 A. This data was sourced from a software program called
5 Starbucks partner hours. And so I wrote a query to extract the
6 data from the production database. And so Starbucks partner
7 hours is the source of record for partners' schedules as well
8 as hours worked. It's where each shift is recorded in order to
9 generate pay.
10 Q. So then if we look at the raw data tab.
11 A. I'm there.
12 Q. What is this?
13 A. This represents the export from the Starbucks partner
14 hours at location. And so this is the most raw version of this
15 data, and so each row here represents a partner entering some
16 sort of work related data. So kind of the basic example would
17 be, you know, a partner showing up for work and clocking in.
18 There could be multiple rows for each part for a store for a
19 day. So, for example, if a partner shows up to work and
20 punches in, that would be one record. And then if they go on
21 their lunch and punch out, that would end that record. And
22 then when they punch back in, that would be another row. So
23 that would be, you know, on this shift where a partner has a
24 lunch break, that would be at least two rows. And so this --
25 again, this was kind of the most raw version. So I'll walk

1 through each column just so everyone understands what each
2 column means.
3 Column A is work store. So that's the store where the
4 event took place. Login name is the identifier for each
5 partner. The first name is the partner's first name, last
6 name, and the home store is the home store that the partner's
7 assigned to. Business date is the date on which the event took
8 place, and notice the formatting is a little strange here. It
9 looks like zeros, but if you click on the style, this is the
10 actual business date. K category, so there's different types
11 of K categories that are represented here. So there's regular
12 pay, sick time, vacation, and since this is the raw data, I
13 included everything. Later on, if there are questions, we'll
14 talk about it --
15 COURT REPORTER: I'm sorry. Your voice sounds a little
16 garbled. I don't know how to explain it, but it just sounds a
17 little odd.
18 Q. BY MR. TUZZO: Yeah, Eli, there's a bad connection. Maybe
19 you want to log out and then try to dial back in.
20 A. Yeah, sure. I'll rejoin.
21 **HEARING OFFICER ANZALDUA: Off the record.**
22 **(Off the record from 12:19 p.m. to 12:20 p.m.)**
23 **HEARING OFFICER ANZALDUA: Back on the record.**
24 Mr. Tuzzo, you can proceed.
25 Q. BY MR. TUZZO: Eli, just because we lost some of your --

1 probably lost a little bit of your testimony, let's back to the
2 raw data tab.
3 A. Okay. I've got the raw data tab.
4 Q. Okay.
5 A. Do you want me to start from the beginning? I'm not sure
6 when my audio went bad.
7 Q. You can restart on -- you were talking about the pay
8 categories.
9 A. Okay. Great. So Column G is pay category. And so
10 there's various pay categories here. The most common is
11 regular pay. And so this generally refers to someone coming
12 into a store and performing some sort of work. There's also
13 sick pay, vacation pay, those other ones, and since this is the
14 raw data, I included everything. And I'll talk about it in
15 more detail later, but some of those are excluded from the
16 analysis. So, for example, like sick we weren't interested in.
17 We really only wanted to look at time when partners were
18 working in the store.
19 Column H is the job name and so again there's different
20 categories here. There's coverage. So this would represent --
21 COURT REPORTER: It's starting to get a little garbled
22 again.
23 THE WITNESS: Okay. Would you like me to try to dial in?
24 Is there a number I can dial in if that's better?
25 MS. NIEDECKEN: I think there is a way for you to change

1 your audio. So you could dial in and we an still see you but
2 then we could hear you through the phone might be helpful.
3 HEARING OFFICER ANZALDUA: Yeah, I'm not sure if I sent
4 you guys the dial in information. I'll email that to you.
5 MS. NIEDECKEN: Okay. Thank you.
6 THE WITNESS: So I'll stay here and still have my video,
7 but I'll try to dial in.
8 MS. NIEDECKEN: Okay.
9 **HEARING OFFICER ANZALDUA: Let's go off the record.**
10 **(Off the record from 12:22 p.m. to 12:24 p.m.)**
11 **HEARING OFFICER ANZALDUA: Let's go back on the record.**
12 Mr. Tuzzo, proceed.
13 Q. BY MR. TUZZO: Eli, I believe you were at Column G,
14 correct?
15 A. Okay. Yes. So Column G are categories and so those
16 represent different types of pay. And so the most common is
17 regular pay. This would represent someone, a partner coming
18 into the store and working shifts, physically being at the
19 store. Those other types of pay, like sick pay, vacation pay.
20 Since this is the raw extract, I left everything in there. So
21 some of those were excluded among those, and I'll talk about
22 that in detail later. But, for example, you know, for the
23 questions at hand, we only wanted to consider shifts where a
24 partner is in the store, not vacation time or sick pay. So
25 moving on --

1 Q. Eli -- sorry to cut you off.
2 A. Yes.
3 Q. I think we lost connection on our end. I just wanted to
4 make sure that the Hearing Officer and Mr. Hayes and the court
5 reporter didn't have the same experience.
6 HEARING OFFICER ANZALDUA: I didn't have any connection
7 issues.
8 COURT REPORTER: I didn't either.
9 Q. BY MR. TUZZO: Okay. All right. So I had lost you where
10 you were at Column H.
11 A. Okay. Yeah. So moving onto Column H, job name, and again
12 this is different categories, types of work that takes place.
13 The most common is coverage. This would be -- an example of
14 would be a partner coming in, clocking in and working on the
15 bar or working as, you know, a barista. There's training.
16 There's admin in there. But again for, you know, this is the
17 raw data. So I included everything, except for the analysis,
18 we included only the job names which represented actual work
19 taking place in the stores. Column I is the duration. And so
20 this is the number of hours that --
21 HEARING OFFICER ANZALDUA: Mr. Hanna, for your analysis,
22 which job names did you use?
23 THE WITNESS: Coverage -- anything that's related to
24 office or regular pay. So that was coverage, training, event
25 premium 3 which was -- that represents getting an increased pay

1 raise during COVID, when Starbucks offered premier pay. The
2 main one, this would be excluded is admin which is usually like
3 creating schedules, placing orders, usually done by the store
4 manager. We didn't include the store managers.
5 HEARING OFFICER ANZALDUA: Okay. Thank you.
6 THE WITNESS: Sure. So I believe I'm on I, duration, the
7 number of hours for this record. So if they worked for 5.05
8 hours in row 2. You can read that. Column J is kind of like a
9 backend flag. It's showing if this punch was updated. Like if
10 there was an error, it was updated. Most of these are null.
11 So that was not updated, but the record indicate there was an
12 update associated and when that took place.
13 Q. BY MR. TUZZO: And then if we go to the aggregated data
14 tab.
15 A. I'm there.
16 Q. What does this reflect?
17 A. So this is an aggregation from the raw data. So the raw
18 data is the source for this tab. And so what I did was,
19 because to answer the questions that were asked, you know,
20 really with about how many total hours the partners worked at a
21 store on a given day, and so I aggregated it. I mentioned
22 before in the raw data, a partner working and then taking a
23 lunch break, for their shift, it would be two rows. I showed
24 all of the duration for each partner at each store for the pay
25 categories that were relevant. And so this represents like

1 summary data. So I gave Column A as the work store, C is the
2 home store. Those are both the same as the raw data. Business
3 date is the date of the records. Column E is hours, and so
4 that's the sum, the duration column on the raw data. I added
5 the fiscal year, and so that corresponds, translates the
6 business date to the Starbucks fiscal calendar, and then
7 borrowed shifts is a column that I added. And so what that
8 means is this compares the work store and the home store. And
9 so if those two values are the same, the value in Column G is
10 0, showing that it was not a borrowed shift. If Column A and
11 Column B are not the same, then it is -- it will be in line,
12 indicating that it was a borrowed shift.
13 Q. And then if we go to the Q1 tab.
14 A. I'm there.
15 Q. What is reflected here?
16 A. So the Q1 tab represents the answer to a question that was
17 asked. So the question was how many total partners in District
18 380 were borrowed by other stores in the market? In this case,
19 the market is District 380. And so below that, you see the
20 time periods. So each year, and then Column B is the number of
21 partners. And so in the year 2020, there were 242 partners in
22 District 380 that had worked at some other store in District
23 380. And then fiscal year '21 was 284. Fiscal year '22 is 72,
24 and if you notice, the number declined. You know, remember,
25 we're only a couple of weeks of fiscal year '22. It's not a

1 complete year.
2 Q. And then Q2.
3 A. This is the second question that I was asked, and it
4 builds upon the first question. And so it's what percentage of
5 total partners in District 380 were borrowed by other stores in
6 the market? And the market is District 380. Column A again we
7 have the time period that represents the fiscal years. Column
8 B is store counts. And so it counted the number of stores that
9 were in the district for each year that were open. In fiscal
10 year '20, there's only 12 stores, and then other years it was
11 14. And I just added that for a little bit more. It's just a
12 raw number. If the raw number went up or down was that a
13 change in pattern versus just fewer stores might mean fewer
14 partners working, just an additional context. Column C is the
15 total number of partners that had a home store in District 380
16 for each of those years. Column D is partners per store from
17 Column C, total partners divided by store count in Column B.
18 Column E is borrowed partners. So those are the same values
19 from Q1, just the number of borrowed partners for each year.
20 Column F is borrowed partners per store, again just normalizing
21 the number of borrowed partners by the number of stores,
22 calculated in Column E, borrowed partners divided by Column B,
23 store count. And then percentage of total borrowed partners is
24 Column G. And so that's calculated taking the number of
25 borrowed partners in Column E and dividing it by total

1 partners, Column C.
2 Q. And for that row 5, fiscal year 2022, we're only a few
3 weeks into that fiscal year, correct?
4 A. That's correct.
5 Q. Tab Q3.
6 A. I am on Q3.
7 Q. And what is reflected here?
8 A. So talking about the questions, this is the third question
9 that I was asked. How many total partner hours and shifts
10 worked in District 380, there's a typo there, but it's -- that
11 were worked by borrowed partners? And so, you know, on the
12 previous tab you looked at, you know, just the number of
13 partners, this is looking at the number of shifts and the hours
14 that were worked by borrowed partners. And so in Column A,
15 again we have the fiscal years. Column B is the count of
16 borrowed shifts. So those are shifts where the home store and
17 the worked store were different and then Column C is the hours
18 worked by borrowed partners, and so that's the sum of the hours
19 for each of those jobs.
20 Q. So in fiscal year 2021, there was 7,898 borrowed hours and
21 1,469 borrowed shifts, correct?
22 A. That's correct.
23 Q. And if we go to Q4.
24 A. This is the fourth question that was asked. Calculate the
25 percent of District 380 shift worked by borrowed partners.

1 Again this is kind of building on Q3. So rather than looking
2 at the raw number of borrowed shifts, we calculated the
3 percentage. So Column A again is the fiscal year. Column B is
4 the store count. Again just to provide context, so you can
5 normalize by the number of open stores if you wish. Column C
6 is the total shifts. So those are all shifts worked in the
7 district regardless if it was borrowed or not. An Column D is
8 the number of shifts divided by the number of store count.
9 Again normalizing the number of stores. Column E is borrowed
10 shifts. Those are the count of shifts worked by borrowed
11 partners. Those may look familiar. Those are the same values
12 from Q3. Column F is borrowed shifts per store. Again taking
13 borrowed shifts in Column E divided by the number of stores,
14 and then Column G says that percent of shifts worked by
15 borrowed partners. And so that is Column E, the number of
16 borrowed shifts, divided by Column C, total shifts. And then
17 scroll over a little bit, but there's a couple of other column.
18 There's also Column H which is total hours. And so that's the
19 sum of all of the hours worked at -- in that district whether
20 they were borrowed or not. Column I is the borrowed hours. So
21 those are the sum of the hours that occurred during the
22 borrowed shifts, and then Column J was the percent of hours
23 worked by borrowed partners. And so that's Column I, borrowed
24 hours, divided Column H, total hours.
25 Q. And then tab Q5.

1 A. I'm on Q5. So this is the fifth question. And so this
2 was total home store partners from petitioned for stores,
3 that's Store 5610 in this case, and the percentage that were
4 borrowed by other stores in District 380, and so we called this
5 like inside-out. So this was partners who have a home store,
6 5610, there were borrowed by some other store in District 380.
7 So we have Column A, home store, followed by 5610 because
8 that's the only petitioned store in the district. Column B is
9 the fiscal year. Column C is the total number of partners who
10 have home Store 5610 in that year. Column D is the number of
11 partners that have 5610 as a home store that have worked in
12 some other store in District 380. And Column E is the
13 percentage of borrowed partners, and that's calculate by Column
14 B divided by Column C, total partners. And so if you were to
15 read row 3, it tells you that in fiscal year 2020, there were
16 58 partners who have 5610 as a home store and 10 of those 58
17 partners had worked in some other store in District 380 during
18 fiscal year 2020. And that calculates the 17.2 percent.
19 Q. Tab Q6.
20 A. Again I'm on Q6.
21 Q. And what was --
22 A. So this was the sixth -- yeah, go ahead.
23 Q. No, I was just going to ask what's reflected at Q6?
24 A. Q6 corresponds to the sixth question that I was asked, and
25 so this is total shifts and hours worked elsewhere in District

1 380 by partners at the petitioned for stores. And so that's
2 5610 again. So again kind of similar to the prior tab, this is
3 shifting from just number of partners to number of shifts and
4 hours. Column A is home store. Column B is fiscal year again.
5 Column C is the number of borrowed shifts in District 380 that
6 were fulfilled by the partners who have a home store of 5610.
7 Column D is the duration, the number of hours of all of those
8 shifts. Again, for any store in District 380, that were worked
9 by a partner from the home store.
10 Q. Q7.
11 A. Okay. I'm on Q7. And so this was the, this was the
12 seventh question that was asked of me. And so this is the
13 number of home store partners in a petitioned for store, 5610,
14 that were borrowed by 2 or more stores. So Column A is home
15 store. Column B is fiscal year and Column C is the counts of
16 partners who had a home store of 5610 who worked in at least
17 two different stores in District 380 for each of the fiscal
18 years. And just to be clear, sometimes this can be confusing.
19 This is based off the number of stores, not the number of
20 shifts. So if a partner worked multiple shifts at a different
21 store, that wouldn't show up, only partners who worked at least
22 two different stores.
23 Q. So in fiscal year 2021, six partners from 56 --
24 A. Yes, six partners from Store 5610 worked at, at least two
25 other stores in District 380.

1 HEARING OFFICER ANZALDUA: All right. It looks like Mr.
2 Tuzzo --
3 Q. BY MR. TUZZO: -- worked in more than two stores.
4 MR. TUZZO: We just had an internet issue here.
5 HEARING OFFICER ANZALDUA: It looks like you're back with
6 us now.
7 Q. BY MR. TUZZO: Okay. I'm going to strike that last
8 question. Q8.
9 A. Okay.
10 Q. This is the eighth question that was asked of me. So this
11 is the total number of partners and hours worked at the
12 petitioned for store, 5610, by borrowed partners. This
13 comparing total shifts and hours at the petitioned for store.
14 So this is looking at Store 5610, how many shifts and how many
15 hours were worked by partners who had a home store in District
16 380 that was other than Store 5610. So again Column A is
17 worked store. Column B is fiscal year. Column C is total
18 shifts, so the number of shifts worked at 5610 in each of the
19 years. Column D is the number of those shifts that were worked
20 by a partner who had a home store other than 5610. Column E is
21 the percent of those shifts. So that's calculated, Column D
22 divided by Column C. Column F is the total hours. That's the
23 sum of hours of all shifts worked at the store here. Column G
24 is the borrowed hours. So those are only the hours that were
25 worked by a borrowed partner. And then Column H calculates the

1 percentage. So that's Column G, borrowed hours, divided by
2 Column F, total hours.
3 MR. TUZZO: I move to admit Exhibit 208.
4 MR. HAYES: No objection.
5 HEARING OFFICER ANZALDUA: All right. Employer's Exhibit
6 208 is admitted.
7 **(Employer's Exhibit 208 received in evidence.)**
8 **(Employer's Exhibit 209 marked for identification.)**
9 Q. BY MR. TUZZO: I'm going to take a look at what we're
10 going to mark as Exhibit 209 which is a partner look up.
11 A. Okay. I am looking at that.
12 Q. Do you recognize this document here?
13 A. I do.
14 Q. What is Exhibit 209?
15 A. 209 is a document that I provided at the request of your
16 firm to make a sort of look up. So for each partner, to be
17 able to see their most recent hire date, their separation date
18 if they have a separation date, their job title and their home
19 store. And so Column A is global user ID. That's the same
20 value as the login name in the other document that is our
21 identifier for our partner. Column B is the most recent hire
22 date, and so partners work at Starbucks multiple times. So
23 it's not unusual for someone to work at Starbucks for a while
24 and then leave and come back. And so a partner may have
25 multiple hire dates. So this is the most recent one for each

1 partner. Separation date if it exists. Position title is the
2 job title and the home store is the store -- each partner's
3 home store.
4 Q. And this data covers partners in District 380?
5 A. District 380, yes, correct.
6 Q. Okay. And where did this data come from?
7 A. I pulled this data from a database at Starbucks called the
8 partner locator warehouse. And so our source of record for
9 Starbucks partner data for things like hire dates or titles is
10 a system called SAT. The SAT is limited mostly to human
11 resources employees, and so that's for like partners and
12 analytics like myself. Data from SAT is integrated into a
13 database called partner data warehouse and so that's where I
14 pulled this from. So this is the standard look up database for
15 employees outside of human resources.
16 Q. And when did you do that query?
17 A. This was at about the same time as the other document. So
18 I believe around November 22nd.
19 MR. TUZZO: Move to admit Exhibit 209.
20 MR. HAYES: No objection.
21 HEARING OFFICER ANZALDUA: Employer's Exhibit 209 is
22 admitted.
23 **(Employer's Exhibit 209 received in evidence.)**
24 **(Employer's Exhibit 210 marked for identification.)**
25 Q. BY MR. TUZZO: Okay. I'm going to ask you to look at what

1 we've marked as Exhibit 210 which is the store open and close.
2 A. Okay. I am looking at that.
3 Q. Are you familiar with this document?
4 A. Yes, I am.
5 Q. How are you familiar with it?
6 A. I created it.
7 Q. And what does this document show?
8 A. So this shows the date that each store was opened as well
9 as the close date if the store had been closed. And so Column
10 A is store number. Column B is the store name. Column C is
11 the store open date. Column D is the store close date.
12 Q. So these are the stores that are in District 380, correct?
13 A. Correct.
14 Q. And Column D is blank because there is no store closure
15 dates for these stores, correct? They're still operating?
16 A. Yes, that's, that's correct. Yes.
17 MR. TUZZO: Move to admit Exhibit 201.
18 MR. HAYES: No objection.
19 HEARING OFFICER ANZALDUA: Employer Exhibit 210 is
20 admitted.
21 **(Employer's Exhibit 210 received in evidence.)**
22 MR. TUZZO: -- 209
23 HEARING OFFICER ANZALDUA: 209 is open.
24 MR. TUZZO: No, I'm sorry. I was asking the Hearing
25 Officer or the court reporter if I had not moved to admit

1 Exhibit 209, I move to do so now?
2 COURT REPORTER: You --
3 HEARING OFFICER ANZALDUA: I believe they're all admitted.
4 208, 209 and 210 are admitted.
5 MR. TUZZO: Okay. Thank you. Can we have -- can we take
6 2 minutes?
7 **HEARING OFFICER ANZALDUA: Sure. Let's take a 5 minute**
8 **break, and then we'll come back and do any remaining questions**
9 **and then we'll talk about a lunch break or whatnot.**
10 **(Off the record from 12:51 p.m. to 12:59 p.m..)**
11 **HEARING OFFICER ANZALDUA: Back on the record.**
12 Mr. Tuzzo, you can proceed.
13 MR. TUZZO: No further questions for Mr. Hanna.
14 HEARING OFFICER ANZALDUA: All right. Mr. Hayes, any
15 questions?
16 MR. HAYES: No questions.
17 HEARING OFFICER ANZALDUA: All right. Mr. Hanna, I don't
18 have any questions for you. I appreciate your time and your
19 testimony today. You're released from your testimony.
20 THE WITNESS: Thank you.
21 HEARING OFFICER ANZALDUA: Thank you.
22 **(Witness excused.)**
23 HEARING OFFICER ANZALDUA: All right. Does the Employer
24 have another witness lined up?
25 MR. TUZZO: We do. My recommendation would be if we could

1 break for lunch, and then we'll put our remaining witness -- we
2 have one, maybe two, and that should finish us for our case-in-
3 chief I think. So rather than break that, to go to lunch now,
4 we can probably go straight through after that.
5 HEARING OFFICER ANZALDUA: Okay. Mr. Hayes, do you have a
6 position on that?
7 MR. HAYES: I'm fine. I'm fine with breaking now. Based
8 on what we heard at the end of the day on Friday, I've arranged
9 for the Union's witnesses to be available tomorrow. So I don't
10 know how long the Company's witnesses are going today, but it's
11 -- it would be kind of a last minute struggle to try to start
12 the Union's case this afternoon.
13 HEARING OFFICER ANZALDUA: That's fine. I think, you
14 know, if you're going -- do you think you'll be able to finish
15 tomorrow with your witnesses?
16 MR. HAYES: Absolutely.
17 HEARING OFFICER ANZALDUA: Okay. Then, yeah, I think
18 we'll be in good shape even if we end a little early today.
19 MR. HAYES: I just wanted to say that. thanks.
20 HEARING OFFICER ANZALDUA: All right. Let's go ahead and
21 go to lunch and we'll come back at noon local time, 12 Mountain
22 Standard Time.
23 MR. TUZZO: Thank you.
24 MS. NIEDECKEN: Thank you.
25 **HEARING OFFICER ANZALDUA: Off the record.**

1 **(Whereupon, at 1:00 p.m., a lunch recess was taken.)**
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1 **A F T E R N O O N S E S S I O N**

2 **(Time Noted: 2:03 p.m.)**

3 **HEARING OFFICER ARENT: Okay. Let's go back on the record**
4 **please.**

5 All right. Mr. Tuzzo, the Employer's next witness.

6 MR. TUZZO: The Company calls Abby Turner.

7 HEARING OFFICER ANZALDUA: Good afternoon, Ms. Turner.

8 MS. TURNER: Hi.

9 HEARING OFFICER ANZALDUA: Hi. Can you go ahead and raise
10 your right hand.

11 (Whereupon,

12 **ABBY CLAY TURNER**

13 was called as a witness by and on behalf of the Employer and,
14 after having been first duly sworn, was examined and testified
15 as follows:)

16 HEARING OFFICER ANZALDUA: All right. Thank you. Go
17 ahead and state and spell your name for the record.

18 THE WITNESS: Abby Clay Turner, A-b-b-y, C-l-a-y, T-u-r-n-
19 e-r.

20 HEARING OFFICER ANZALDUA: Mr. Tuzzo, you can proceed.

21 MR. TUZZO: Thank you.

22 **DIRECT EXAMINATION**

23 Q. BY MR. TUZZO: Hi, Abby.

24 A. Hi.

25 Q. Are you employed?

1 A. I am.
2 Q. Who do you work for?
3 A. Charles River Associates.
4 Q. What does Charles River Associates do?
5 A. We are a global economic litigation consulting firm.
6 Q. And what do you do for Charles River?
7 A. I'm an economist and I do consulting specifically for
8 labor and employment litigation.
9 Q. And how long have you worked for Charles River?
10 A. A little over 8 years.
11 Q. And how long have you held your current title?
12 A. About 3 years.
13 **(Employer's Exhibit 211 marked for identification.)**
14 Q. BY MR. TUZZO: Would you -- and actually, you should have
15 received an email from Ms. Stepp with your CV. We're going to
16 mark that as Exhibit 211. Do you have that?
17 A. I haven't received that one yet.
18 MR. TUZZO: Mr. Hearing Officer, Mr. Hayes, did you
19 receive it?
20 HEARING OFFICER ANZALDUA: I just received it with 211 and
21 212.
22 MR. HAYES: I didn't get it yet.
23 MR. TUZZO: We'll give it just a minute.
24 THE WITNESS: I see it. It just came through.
25 MR. TUZZO: Why don't you go ahead and open that up and

1 have it in front of you. And I'll just wait until everybody
2 has it. Ian, were you waiting for it or was it the Hearing
3 Officer?
4 MR. HAYES: Yeah, I'm waiting for it.
5 MR. TUZZO: Okay.
6 MR. HAYES: Okay. I got it.
7 Q. BY MR. TUZZO: Okay. Abby, would you, would you talk to
8 us about your education please?
9 A. Sure. Yeah. I have a bachelor's degree in math and
10 economics from Barnard College. I have a master's degree in
11 curriculum and instruction from the University of Oregon. I
12 have a master's degree in economics from Carnegie Mellon
13 University, and a Ph.D. in economics and public policy from
14 Carnegie Mellon as well.
15 Q. And do you have any publications?
16 A. I have some -- I think a small publication in Law360.
17 Q. Have you been retained as an expert witness before?
18 A. I have.
19 Q. Would you tell us about that?
20 A. I have done a couple of single plaintiff damages pieces.
21 MR. TUZZO: Move to admit 211.
22 HEARING OFFICER ANZALDUA: Any objection?
23 MR. HAYES: Yeah, I'm objecting to this witness and to
24 this exhibit on the grounds of relevance.
25 HEARING OFFICER ANZALDUA: Mr. Tuzzo, what is the

1 relevance?
2 MR. TUZZO: Well, we're establishing Ms. Turner's
3 qualifications. She's going to testify to the interchange data
4 as an expert witness.
5 HEARING OFFICER ANZALDUA: The interchange data that was
6 presented by Mr. Hanna?
7 MR. TUZZO: Right.
8 HEARING OFFICER ANZALDUA: Given that, I'll overrule the
9 objection on the relevancy grounds. Are there any other
10 objections to the Employer's Exhibit 211?
11 MR. HAYES: No.
12 HEARING OFFICER ANZALDUA: Employer's Exhibit 211 is
13 admitted.
14 **(Employer's Exhibit 211 received in evidence.)**
15 MR. TUZZO: Thank you.
16 Q. BY MR. TUZZO: Ms. Turner, what is your understanding as
17 to why you were retained in this case here?
18 A. My understanding is that we were to analyze the data that
19 you provided us and look at how much interchange there was
20 between employees working in the Mesa District.
21 Q. And when you refer to the data that we provided you, you
22 should have received what has been marked as Exhibits 208, 209
23 and 210. Did you receive those from Ms. Stepp?
24 A. I did.
25 Q. And are these the documents containing the data that you

1 analyzed?
2 A. Yes, they are.
3 Q. After analyzing this date, did you prepare a report?
4 A. We prepared a series of slides.
5 **(Employer's Exhibit 212 marked for identification.)**
6 Q. BY MR. TUZZO: A series of slides. So I am going to refer
7 you to what we have marked as Company Exhibit 212.
8 MR. TUZZO: You should have received an email from Ms.
9 Stepp, Mr. Hearing Officer and Mr. Hayes. I'll wait until you
10 confirm receipt.
11 HEARING OFFICER ANZALDUA: I received 212.
12 MR. HAYES: Yes, I have it. It was in the same email.
13 Q. BY MR. TUZZO: Now, what was the intent of the -- of your
14 review of the data?
15 A. The intent was to look at employees within -- the partners
16 of Starbucks, within the Mesa District to see how often they
17 were working in different stores than their homes stores.
18 Q. And in your review and in the report that you prepared, is
19 this based on commonly accepted principles of statistics?
20 A. Yes.
21 Q. And you applied those principles to the interchange data
22 of the market of the store at issue?
23 A. Yes, that's right.
24 Q. So if we look at that Exhibit 212, what is Exhibit 212?
25 A. This is a series of five sets of charts and graphics that

1 we put together summarizing the data on the partners who worked
2 in different stores in the Mesa area district.
3 Q. And when did you prepare this?
4 A. Over the course of the past week we prepared this.
5 Q. So why don't you walk us through the first page of Exhibit
6 212? What do we see here?
7 A. Sure. So this is using all of the data, and this is a pie
8 chart that shows the number of stores that partners work in
9 during the period that is covered by the data which is about 2½
10 years. So this shows that 55.2 percent of the partners who
11 were working at some point in the Mesa District working only
12 one store during that period which means that 45 percent of the
13 partners who worked in the district are working at more than
14 one store.
15 Q. So just for the record, the time period of this particular
16 graphic is April 29, 2019 to November 14th, 2021, correct?
17 A. That's right.
18 Q. Okay. And when you say the Mesa District, are you
19 referring to District 380?
20 A. That's right.
21 Q. Okay. And so the pie chart has this blue section that
22 says 155.2 percent. Do you see that?
23 A. Yes.
24 Q. Okay. And then the two, three, four, five, six, seven,
25 eight has different colored segments to the chart. What do

1 those values represent?
2 A. That's right. So each of those is a count of stores that
3 partners worked in during the period of the data, the 2½ year
4 period, and the size of the little slice of pie is the percent
5 of partners that we saw working in that count of stores. So 55
6 percent of partners worked in 3 store, about 21 percent worked
7 in 2 stores, about 11 and a half percent worked in 3 stores and
8 so on.
9 Q. And can you explain the significance of this chart?
10 A. Right. So this is saying that a little over half of
11 partners within the District 380 worked in 1 store over the
12 course of that data, but almost half, 45 percent worked in more
13 than 1 store over that 2 and a half year period. And if you
14 add up all the other little chunks besides the orange and the
15 blue one, you find that about 24 percent, or almost a quarter
16 of partners worked in 3 or more stores during the data period.
17 Q. And this is based off of the data that we provided in 208
18 through -- Exhibits 208 through 210, correct?
19 A. That's right.
20 Q. And then if you turn the page, there's another pie chart.
21 Do you see that?
22 A. I do.
23 Q. What does this reflect?
24 A. So this is the same idea. This breaks down partners into
25 categories based on how many stores they worked in over the

1 data period but this is limited to just the partners who ever
2 worked in Store 5610.
3 Q. What is the significance of limiting the data to just the
4 partners who worked in 5610?
5 A. My understanding is that this is the store of interest.
6 And so here we're looking just at people who worked in the
7 store of interest during the period for which we received data.
8 Q. And what did the data reveal?
9 A. Yeah. So this shows that about 45 percent of the partners
10 who worked in Store 5610 only worked in one store. So they
11 only worked in Store 5610. But that leaves 55 percent, more
12 than half, who worked in two or more stores during the data
13 period. So 18.7 percent, for example, worked in 2 stores
14 during the data period, and then if you add up the percentage
15 from 3 through 8 plus, about 36 percent of partners, whoever
16 worked in Store 5610, worked in 3 or more stores during the
17 data period.
18 Q. And so I guess for the sake of time, this chart here was
19 based off of the data that we provided you in Exhibits 208
20 through 210, correct?
21 A. Correct.
22 Q. Okay. And is that true for all of the charts that we
23 intend to discuss here today?
24 A. That's right.
25 Q. Okay. And you prepared this chart, correct? This pie

1 graph.
2 A. My team and I prepared it together. So the team did some
3 of it at my direction.
4 Q. And then if you turn to the third page, what does this
5 page here represent?
6 A. So this is a stack bar chart and this shows the
7 distribution of partners who worked in each store during the 2½
8 year data period by store. And it breaks them down based on
9 whether they're working in their home store, so whether that
10 store is their home store or whether they are borrowed. So
11 they have another home store when they are working in that
12 store. So, for example, the first bar on the left, is Store
13 5610. The blue and the orange part of the bar, each together,
14 add up to a little over 40 percent, are the partners who worked
15 in Store 5610 and it was their home store. Whereas the gray
16 bar, which goes from about 42 percent up to 100 percent, so
17 that's about 58 percent of the partners total who worked in
18 Store 5610, were borrowed while they were working there. So
19 they were -- they had a different home store.
20 Q. So about 58 percent of the partners who worked at 5610
21 during this time period were borrowed. Do I have that right?
22 A. That's right, more than half.
23 Q. Continue.
24 A. And then blue and the orange, the distinction that we know
25 is the blue is the percentage of partners who only worked in

1 their home store. So those are employees assigned to Store
2 5610 who only ever worked in 5610 during the 2 and a half year
3 period. So that's about 26 percent of the partners who ever
4 worked there. And then the orange are partners who were
5 assigned to home Store 5610 but they worked in more than one
6 store over the course of the data period. So the way that
7 those bars are broken down, it looks about a third of the
8 employees whose home store is 5610 also worked in other stores.
9 And the other thing that this graphic shows is that 5610 is
10 borrowing more employees than it's claiming.
11 Q. Borrowing more employees than its claiming.
12 A. That's right.
13 Q. And then the remainder of the graph here, does this
14 reflect the rest of the stores in District 380?
15 A. That's right. So each bar is a separate store in District
16 380. There are 14 bars total, and this shows that there is
17 variation in what percent of the employees working in each
18 store work only in their home store versus in many stores and
19 which ones are borrowed versus which are working in their home
20 store, but it is, you know, the trend is that they all have all
21 three categories.
22 Q. So there's no store in District 380 that has zero
23 interchange, correct?
24 A. Correct.
25 Q. And then if we turn to the next page, what does this

1 reflect?
2 A. So this is a bar chart which shows the percent of days and
3 by days we mean business days or store days, days that a store
4 was open, with borrowed labor. So where at least one part
5 working in the store is borrowed. The red dotted line is the
6 average across the entire district and it's about 25 percent.
7 So that's a quarter. That means 1 in 4 days that a store in
8 the district is open, they have at least one borrowed partner
9 working in the store. So 1 and 4 store days is relying on some
10 borrowed labor. And, Store 5610 is again the first store on
11 the left there, and it -- about 24 percent of store days where
12 they're requiring borrowed labor, they're working with at least
13 1 borrowed partner. So they're pretty close to the
14 districtwide average and it's again 1 in 4 days that they're
15 using a borrowed partner or multiple borrowed partners.
16 Q. So on average, every schedule is going to have at least
17 one borrowed partnership if the schedule's a week?
18 A. If a schedule is a week, then yes. On average, every week
19 has more than one.
20 MR. TUZZO: If we turn the page, and I think this brings
21 us to the fifth page, and just for administrative convenience,
22 I'm going to number this 5. So we can refer back as we're
23 going back and for through the documents, we know that this is
24 the fifth page.
25 Q. BY MR. TUZZO: So what does this document or this page

1 show?
2 A. This page is a map of all of the stores in District 380.
3 there are 14 dots and they're labeled based on their store
4 number. We're calling this the borrowed partner network. So
5 this shows where partners are being borrowed. There are arrows
6 pointing from each store to another store, and the arrow shows
7 the direction of the borrowing of a partner. So the red dot is
8 5610 and you see that it has borrowed partners from many
9 different stores. It has a green arrow coming in and a purple
10 arrow and orange arrow. Those are borrowed partners from all
11 different stores. And they're also lending partners out. So
12 they have sort of red lines that are going out and showing
13 which stores they are lending partners to. And so what this
14 graphic is showing is that borrowing is occurring across all
15 the stores in the district and it's not paralyzed. So it's not
16 just that Store 5610 and 6027, for example, are sharing
17 partners with each other but not sharing partners with the
18 other stores, but the general trend is that each store borrows
19 from and lends to all or most of the other stores in the
20 district.
21 Q. Thank you. And then if we turn the page, what is this
22 chart here?
23 A. So this chart looks at the percent of partner days
24 borrowed by the day of the week. So the red dotted line is the
25 average number of partner days that are borrowed versus worked

1 in the home store. So that's 2.2 percent. And then along the
2 bottom of the chart, we've listed the days of the week, and
3 they've calculated the average of the entire data period by
4 what day of the week it was. And this shows that not all the
5 borrowing is happening on one or two days of the week. So, for
6 example, it's not just happening on Fridays or Saturdays or
7 Saturdays and Sundays. It's happening consistently across all
8 seven days of the week, with a little bit of a trend where
9 they're less likely to borrow labor on a Monday and a little
10 bit more likely on Friday, not a whole lot more likely and not
11 a whole lot less likely. It's a regular practice across all
12 days of the week.
13 Q. So the borrowing isn't confined to any particular day of
14 the week based on this data, right?
15 A. Correct.
16 Q. And then if we turn the page, what does this show?
17 A. So this is a similar graphic drawn of what we just looked
18 at except instead of looking at the average by day of the week,
19 we're looking at the average by day of the year or by calendar
20 date. So the bottom of the graphic shows that the bars go from
21 January 1st, '01 to December 31st, although the last label there
22 is 12-30. And those are all the days of the year and over that
23 2½ year period, we averaged what percent of partner days are
24 borrowed by day of the year and again the average is that red
25 dotted line, 2.2 percent. And you see some places where it's a

1 little higher like January, February, looks a little higher,
2 and we'll see later that that's -- that looks like that's when
3 some new stores opened. You see a little bit higher in April
4 and we'll see that that's COVID. And then you see a big spike
5 toward the end of the graphic there. That's Christmas Day. So
6 there's a lot of borrowing that happens Christmas Day. But
7 otherwise, you see that the bars go above and they go below the
8 red dotted line, and there isn't a time of year when there's no
9 borrowing going on. There's borrowing going on year round, and
10 it's not strictly seasonal.
11 Q. So even if we account for the period of time where there
12 was COVID, which would be I think you said 04-01 to 04-29,
13 right, there's that spike in there. There's still borrowing
14 and at a number of times over the average during the rest of
15 the calendar year, right?
16 A. That's right.
17 Q. So through this, do I understand then that the borrowing
18 isn't confined to a particular day of the week or a particular
19 event during the year? It's happening all the time.
20 A. That's right. It looks like a regular practice across the
21 week and across the year.
22 HEARING OFFICER ANZALDUA: I just have a quick question.
23 Where in the data that you use is it reflected that a borrowed
24 partner or a borrowed shift is due to a COVID call out or
25 something like that?

1 THE WITNESS: Well, it's not, but defined the COVID period
2 which will be in some of the later graphics, as anything that
3 happened after -- on or about March 1st, 2020.
4 HEARING OFFICER ANZALDUA: Okay.
5 Q. BY MR. TUZZO: If you would turn the page, what do we see
6 here.
7 A. That first set of graphics that we looked at, those are
8 the base set of analyses using all the data and all of the
9 remaining graphics that we'll look at are sensitivity analyses
10 but our checks on the data that we'll do to see if there's one
11 particular thing that's explaining the trends and the data. So
12 this first set are labeled pre-COVID and this sensitivity check
13 is looking to see what effect removing COVID from the data has
14 on all of the different distributions and the interchange that
15 we see. So for these graphics, the date range is different
16 than what we've been using before. Instead of the 2½ year
17 period, we're just using the period April 29th, 2019 until
18 February 29th, 2020, and using that March 1st as the cutoff and
19 calling that the COVID period. So now we're just looking at
20 that 10 month period that we received data but, you know, it's
21 before the shutdown happened. And doing the same set of
22 graphics again to see what they look like.
23 Q. So what did the -- even applying that sensitivity test,
24 what did the data reveal?
25 A. Right. So, we still see a lot of borrowing in these -- in

1 this set of graphics. So this is equivalent to the first
2 graphic that we looked at, where we're looking at the
3 distribution of the number of stores that partners worked at
4 during the period, but now we're looking at that shorter 10
5 month period and we're seeing that 65 percent of the partners
6 working in that Mesa District, 380, are working in only one
7 store during that 10 month period, where as 35 percent of the
8 other little slices added together are working in more than one
9 store.
10 Q. So for that 10 month period, and this is for -- we're
11 going to call this pre-COVID. So pre-COVID, during this 10
12 month period, 35 percent of partners were working in at least 2
13 stores?
14 A. Correct.
15 Q. And if we turn the page to the next pie graph.
16 A. Yes. So --
17 HEARING OFFICER ANZALDUA: And for the record, it's page 9
18 of Employer's Exhibit 212.
19 MR. TUZZO: Yeah, I actually was going to go ever five. I
20 can do -- I can number each one if it's easier to do it like
21 that.
22 HEARING OFFICER ANZALDUA: Yeah, I would just reference
23 the page number of the exhibit when you're asking her, just so
24 the record's clear.
25 MR. TUZZO: Sure.

1 Q. BY MR. TUZZO: Yeah. So this is, this is page 9 that I'm
2 referring to now. So what is this -- what does page 9 show
3 you?
4 A. This is the pre-COVID period again, and we limited this to
5 just partners who worked in Store 5610 during that 10 month
6 period. And, here we're seeing that about 55 percent of
7 partners who worked in Store 5610 only work in Store 5610
8 during that 10 month period, and the other 45 percent of
9 partners who work in that store, work in 2 or more stores
10 during that period.
11 Q. So am I correct then that during this time period, 45
12 percent of the partners at Store 5610 worked at at least 2
13 stores?
14 A. Correct.
15 Q. And then if you turn the page, I'll label this page 10,
16 what does this show?
17 A. So now this is the pre-COVID time period and the breakdown
18 by store and now you'll see there are only 12 stores in this
19 graphic as opposed to 14 stores because 2 of the stores were
20 not open yet as of February 29th, 2020. In fact, I'm not sure.
21 It looks like only one of the four opening stores opened before
22 March 1st 2020, but two of them are in here because they started
23 borrowing partners before they opened (indiscernible). So this
24 again shows the breakdown of partners working within a store by
25 whether they're home store or not their home store. So for

1 Store 5610, we see that about 40 percent of the partners who
2 work in the store have that as their home store whereas 60
3 percent, more than half, are coming from another store.
4 They're borrowed partners. And when you look at the 40 percent
5 who have that as their home store, it looks like about 30
6 percent work only in their home store. And about 10 percent
7 work in their home store and in other stores. So looking just
8 at that population, three-quarters working only in their home
9 store and a quarter of them work in their home and in other
10 stores during that 10 month period.
11 Q. So when you say that, you're basically saying if you were
12 to look at the blue and the orange together as a 100 percent
13 segment, correct?
14 A. That's right. Yeah. Exactly.
15 Q. But if you look at 5610 during this time period, it's 60
16 percent of its labor was based upon borrowed partners, correct?
17 A. That's right. And it doesn't look too much different than
18 when you look at the full data period. So when we looked at
19 this, the version of this charge with all the data, it looks
20 pretty similar to the version that we're looking at pre-COVID.
21 They're still borrowing more than half of the partners, whoever
22 worked in this store.
23 HEARING OFFICER ANZALDUA: I have a --
24 THE WITNESS: Um-hum. Yeah.
25 HEARING OFFICER ANZALDUA: Just a quick clarifying

1 question. So if one partner from Store 5610 worked one shift
2 during this time period at a different store, they would be
3 included in the gray area?
4 THE WITNESS: They would be included in the orange area of
5 5610, and the gray area of the store they worked in.
6 HEARING OFFICER ANZALDUA: Okay. I understand. Thank
7 you.
8 THE WITNESS: Um-hum. So the other thing to notice about
9 this is that in general, stores are still lending and borrowing
10 data, I'm sorry, not data, partners during the pre-COVID
11 period, the same way that we saw that all the stores were
12 borrowing in and lending partners during the entire data
13 period. So it's not COVID that's causing the borrowing and the
14 lending. It was happening before COVID.
15 Q. BY MR. TUZZO: Turn to the next page, page 11.
16 A. So this -- again this is looking at store days requiring
17 at least one borrowed partner. So how often does a store have
18 at least one borrowed partner working in it? And the average
19 is 25.4 percent. So about a quarter of store days, the red
20 dotted line, districtwide are requiring a borrowed partner.
21 And in the pre-COVID period, Store 5610 has about 33 percent of
22 their days requiring a borrowed partner. So about 1 in 3 days
23 has a borrowed partner, 1 or more borrowed partners working in
24 that store.
25 Q. That's actually more than what we saw in the earlier

1 graphic, correct, where it was a little but under that 25
2 percent?
3 A. Right, it was pretty close before and now it's a little
4 bit over.
5 Q. And then there's a Store 58302 that has no graph. What
6 does that -- what is that showing?
7 A. So that means that zero percent of their store days
8 required at least one borrowed partner, and Store 5830 (sic),
9 I'm looking at your Exhibit 210. So that's the data that lists
10 the stores in District 380. That says that that store opened
11 on February 6th, 2020. So they were open for less than a month
12 during the pre-COVID period. So it's not super surprising to
13 me that in less than a month they did not borrow a partner.
14 Usually the less data you have, the more extreme the values can
15 be for statistics and zero is one of the extreme values that
16 you could see for a percentage. So I would expect to see that
17 the longer you observe that store, the more that number sort of
18 approaches the average but I suspect that that's why they have
19 0 borrowed days for that store.
20 MR. TUZZO: Yeah, we froze on your end. So I missed of
21 what you're saying. Did you -- did everybody else catch what
22 Ms. Turner was saying or did you have the same problem we did?
23 HEARING OFFICER ANZALDUA: Our connection was fine.
24 Q. BY MR. TUZZO: So if you'd turn to page 12. What do we
25 see here?

1 A. This is that same map that we called the borrowed partner
2 network that shows how many partner days were borrowed or lent
3 during the 10 month period. And here we are still seeing like
4 we saw before, a pattern of borrowed labor to and from lots of
5 stores throughout the district. So pick any store on this map,
6 and it is lending to and borrowing from multiple stores, if not
7 all of the other stores on the map.
8 Q. And that 10 month period that you're referring to, that's
9 the pre-COVID -- same pre-COVID period that we --
10 A. It's still pre-COVID. So we're expecting to see sort of
11 less borrowing than we see in a 2 and a half year period, just
12 because it's less data and we do see less borrowing, but we're
13 still seeing the same patterns of borrowing where it's not just
14 two stores that are borrowing and lending with each others,
15 otherwise isolated from the rest of the district. There's
16 widespread lending and borrowing across stores.
17 Q. So COVID is not the cause of the interchange amongst the
18 stores in District 380, correct?
19 A. That's my interpretation, yes.
20 Q. So then if we turn to page -- I'm going to number this 13.
21 It's the next page. What does this show?
22 A. Yeah. So here again we're looking at the average percent
23 of partner days borrowed and we're looking at the average by
24 day of the week. And so we're looking to see if the number in
25 the whole data period, you're seeing that there wasn't much of

1 a trend across days of the week. All of the bars were pretty
2 close to the average borrowing which was about 2 and a half
3 percent. Here again, the average borrowing is about 2.4
4 percent of partner days, and there aren't any days where
5 nobody's being borrowing or lent. Mondays again are a little
6 bit less common for borrowed labor than Fridays, for example,
7 which are a little bit more common for borrowed labor than the
8 average, but they're all pretty close together.
9 Q. And when you're talking a little less, you're talking 10th
10 of a percent, correct?
11 A. That's right. So Mondays look likes about 2 percent of
12 partner days are borrowed whereas the average is 2.4 percent of
13 partner days borrowed.
14 Q. Now, if we go to the next page, I'll number it 14, same
15 time period, right, 10 months pre-COVID, what does this page
16 show us?
17 A. Well, again this breaks the partners borrowed out by
18 calendar date, and here, remember this is less than a year.
19 This is 10 months. So these aren't averages any more. This is
20 the actual percent of partner days that were borrowed by
21 calendar days, and there's a gray bar in the middle, during
22 March and April because there -- we didn't have any data for
23 March and April before COVID. Our data didn't start until
24 April 29th of 2019. So what this shows is that the average
25 borrowing again was 2.4 percent of partner days during that 10

1 month period, and there is a period in January through the end
2 of February of 2020, where the borrowing looks like it's
3 generally higher than that. A few days lower, but generally
4 higher. And we'll see in a later iteration that I think that's
5 driven by that new store that or those two new stores that one
6 just opened and one was about to open. And then you see
7 Christmas Days spike up towards the end of the graph again, for
8 borrowed labor, but otherwise throughout the rest of the year,
9 the borrowing is a trend. It's not terribly seasonal. It's
10 all year long they're borrowing and lending labor.
11 Q. So, you know, if I'm looking at this, it looks like May,
12 right exceeded -- at points in May where it exceeded the
13 average, same for June, July, August, pretty much all of the
14 months here at points in times where it exceeded the average,
15 correct?
16 A. Yes.
17 Q. So if we go to the next page, 15, what do we see here?
18 A. This is a new set of graphics with a new sensitivity
19 check, and here we're saying, okay, well, what happens to the
20 overall data, if we remove all the shifts related to the four
21 stores that opened during the data period. So those four
22 stores that opened in 2020 and 2021 are excluded from the
23 overall data, but otherwise we're doing the whole time period,
24 April 29th, 2019 to November 14th, 2021, just excluding any
25 shifts from either one of those home stores or in one of those

1 work stores. And we're looking to see whether the opening of
2 new stores involving the training of new labor, is what's
3 driving the patterns of borrowing and lending over partners
4 throughout the district.
5 Q. And what did you find by conducting this sensitivity test?
6 A. Yeah. So this first chart, the pie chart, shows that
7 we're -- again, this is the distribution of people based on how
8 many stores they work in, and we're still something pretty
9 similar to what we've seen in the other iterations, which is
10 that about 62 percent of people work in only 2 store during the
11 time period, whereas 38 percent are working in 2 or more stores
12 during the time period. So we're still seeing a sizable
13 portion, more than a third of the partners, that are working in
14 more than one store.
15 Q. So this tells you that the opening of the new stores
16 wasn't driving the interchange, correct?
17 A. Not by this measure, and as we'll see in the next few
18 slides, not by those measures either.
19 Q. So then if we turn the page to the next slide, number this
20 16, what do we see here?
21 A. So this is the graphic that shows by store how many of the
22 partners were borrowed versus working at their home store
23 during this time period. So now this chart only has 10 bars
24 because we've removed all the data for those four stores that
25 opened during the data period. The first bar here is Store

1 5610, and this is showing that about 45 percent, so that the
2 blue bar plus the orange bar, of the partners who work at Store
3 5610 during the data period, have that as their home store
4 whereas still more than half, 55 percent of the partners who
5 have worked at that store, have another home store. So they're
6 borrowed partners. And then when you look at the breakdown
7 between the blue and the orange employees, it looks like about
8 a third of the blue plus the orange is orange. So that would
9 mean that about a third of the employees who have store 5610 as
10 their home store work in multiple stores during the data
11 period, and another two-thirds work only in their home store,
12 5610.
13 Q. Again taking the four stores that need to be opened and
14 trained up, completely out of the picture, more than half of
15 the staff at 5610 relied on borrowed partners, correct?
16 A. That's right. And we're still seeing that as a pattern
17 throughout the history. So that all of the stores are lending
18 and borrowing to each other even without the opening up of the
19 new stores.
20 Q. So then if we turn to the next page, we'll number this 17.
21 What do we see here?
22 A. So this again is looking at -- these are store days that
23 are relying on at least one borrowed partner. So these are
24 store days with borrowed labor. So here the average, once you
25 exclude those four new stores, is about 20 percent or 18.3

1 percent. So that's approximately 1 in 5 days that have
2 borrowed labor across the district. And in store 5610, they're
3 very close to the red dotted line, close to the average, about
4 20 percent, about 1 in every 5 days for their borrowing at
5 least one partner.
6 Q. Again this is --
7 A. There's variation across the stores, but all the stores
8 are borrowing labor even without those new stores and those new
9 training necessity stores.
10 Q. And then if we turn to page 18, which is the next page,
11 what do we have? What do we see here?
12 A. So this is the map again, the borrowed partner network,
13 and again we're looking at arrows and lines that are connecting
14 the stores to each other and showing where the partner is being
15 borrowed from whom, during the data period. And there are only
16 10 circles now representing the stores that did not open during
17 the data period. They were open the entire time. And we see
18 the same pattern as we were seeing before we removed those four
19 stores, that stores are borrowing labor from -- throughout the
20 district, not just from one or two stores. And they are
21 lending their labor throughout the district, not just to one or
22 two stores. It's a widespread map of borrowing and lending
23 across the district.
24 Q. Now, would you see this picture if the borrowing and
25 lending was driving strictly by the opening of the four new

1 stores?
2 A. No. The whole idea of the sensitivity check is that you
3 would see a big change in the pattern once you removed the data
4 that you think is causing the pattern to appear in the first
5 place. So if we had removed the new stores and then all of a
6 sudden, just a few relationships showed up where there was only
7 lending between 5610 and 9588 and then they weren't connected
8 to all the other stores, if we had seen that, then we would
9 say, yeah, it looks like the new stores are driving some of
10 this pattern, but we're not seeing that. I'm still seeing
11 lines connecting all the different dots to each other which
12 means that this pattern of borrowing and lending is still
13 happening even when we don't look at the new stores later.
14 Q. So then if we turn to the next page, which I'll number 19,
15 what do we see here?
16 A. So here we're coming back to the percent of partner days
17 that are borrowed and when you exclude those four new stores
18 opening, you see an average of 1.5 percent of partner days
19 borrowed. That's for the dotted line. But again it's spread
20 out throughout the week. So Sunday through Saturday on all of
21 the days of the week we see borrowing of partners. The lowest
22 day is Monday as we've seen in the other graphics. So it's 1.2
23 percent of partner days instead of 1.5 percent. The highest is
24 still Friday, you know, 1.7 percent of partner days instead of
25 1.5 percent of partner days. But stores are borrowing labor

1 consistently all days of the week.
2 Q. Even in this sensitivity --
3 A. Even without the new stores.
4 Q. And if you turn to page -- the next page, turn to number
5 20, what do we see here?
6 A. So this is the same thing we're looking at percent of
7 partners borrowed but this time by calendar date instead of by
8 day of the week. And the red dotted line show the average is
9 1.5 percent of partner days being borrowed. And so comparing
10 this to the old graphics, we still see that the line goes above
11 the read dotted line and below the red dotted line consistently
12 throughout the year. We still see the spike on Christmas Day.
13 We still see that sort of spike that we thought was caused by
14 COVID during April. And then there's no more like -- remember
15 how it was a little higher in January and February in the last
16 couple of graphics. That's not here any more. That bump isn't
17 there. So to me that thing -- that little bump in lending and
18 borrowing was the -- by the opening of those new stores. But,
19 the general trend of borrowing and lending throughout the year,
20 that was not being caused by the opening of the new stores.
21 Q. But we still see some of the spikes above the average, it
22 -- really each one of the months of this calendar period?
23 A. That's right.
24 Q. So then if we turn to the next page, which I will number
25 21, what do we see here?

1 A. This is a sensitivity test, and this one is asking, well,
2 is the pattern of borrowing and lending being driven by
3 temporary borrowing that precedes a permanent transfer? So,
4 for example, if I work at store A, and I want to be transferred
5 to store B, so I start working a lot of shifts over at store B,
6 and 2 weeks later, my transfer goes through, and then that
7 becomes my home store, was that 2 weeks of borrowing for me,
8 driving a lot of the trend of borrowing overall. So what we
9 did was we didn't take those people out to transfer, but if
10 they transferred from store A to store B, we took out any
11 lending between those two stores for them. So they -- we took
12 out the lending to store B before they transferred to store B,
13 and we took out the lending to store A after they transferred
14 to store B. But we left in any lending or borrowing they did
15 to store C or store D.
16 Q. So this sensitivity would basically test whether the
17 degree of interchange was driving primarily by partners who
18 wanted to permanently transfer to another store?
19 A. That's right.
20 Q. Okay. And what did this sensitivity test reveal?
21 A. So this revealed that a temporary borrowing preceding a
22 permanent transfer is not driving the pattern of lending and
23 borrowing by stores. So in this first chart, for example, that
24 we're looking at, we're still seeing about 55 percent of the
25 partners who work at all during the data period, working only

1 in 1 store, and 45 percent working in 2 or more stores. And if
2 you look just at the chart, the gray chart through the light
3 blue through the 8+, that's about 24 percent of the partners
4 working in 3 or more stores. So a quarter of the population
5 worked in 3 or more stores during that period, not counting any
6 times that the permanent transfers would have been the store
7 that they were about to transfer to or transfer from.
8 Q. And then if we turn to the next page, page 22 -- oh, wait.
9 This might -- I think we have one out of order here, don't we.
10 What is your page 22? Is yours another pie chart or is it a
11 bar graph?
12 A. Mine is another pie chart.
13 Q. Okay. Then that's the correct one?
14 A. Yeah, that's right.
15 Q. Okay. So what is page 22 then?
16 A. Yeah, so this page is that same chart but just limited to
17 people who in store 5610. So again we've eliminated any shifts
18 that lead up to a permanent transfer between the stores that a
19 person would transfer to or transfer from. And then counted
20 how many stores people who worked in store 5610 work in over
21 that period. And here we're finding less than half of the
22 people who worked in 5610 worked in only one store.
23 Q. So the interchange at 5610 is not driven by permanent
24 transfers?
25 A. Correct.

1 Q. And then if we turn to page 23.
2 A. So this is that chart where we break down the employees
3 who ever worked in a specific store by whether they're working
4 at their home store or whether they're being borrowed and their
5 home store is a different store. And here for store 5610,
6 we're seeing that over half of the employees of the partner's
7 site who work in the store during the data period are borrowed
8 partners. The other 45 percent have store 5610 as their home
9 store.
10 Q. Throughout all of the sensitivities that we've discussed
11 so far then, store 5610 still relies on borrowed partners, I
12 think what, for more than half of its staffing, correct?
13 A. That's right.
14 Q. So then if we turn to page 4, what do we see here, which
15 is the next page?
16 A. So this is store days required at least one borrowed
17 partner again by store. We have the red dotted line at 17.9
18 percent of store days. That's the average across the district.
19 17.9 percent of store days requiring at least 1 borrowed
20 partner. So that's about 1 in 5 store days that require
21 borrowed labor. And 5610 as it has been is pretty close to the
22 average in the district at about 18 percent. So 18 percent of
23 their store days have at least 1 borrowed partner working in
24 the store.
25 Q. And if we turn to page 25, the next page, what do we see

1 here?
2 A. This is the borrowed partner network map. So if the pre-
3 transferred borrowing or lending were driving the geographic
4 pattern of borrowing and lending, then you would expect to see
5 a difference in this graphic in terms of how many of those are
6 connected compared to the original graph but we don't see that.
7 We're still seeing widespread borrowing to and from many stores
8 within the district, to all of the stores, including store
9 5610.
10 Q. It looks like all of these stores have at least -- have an
11 arrow at least going in. A lot of them have arrows in both
12 directions, right?
13 A. That's right.
14 Q. And then if we turn to the next page, 26, what do we see?
15 A. So this comes back to the percent of partner days where
16 they are borrowed partner days as opposed to working at their
17 home store. The average once we exclude the pre-transfer
18 borrowed shifts, is 1.6 percent of partner days. And when we
19 look by day of the week, we still see borrowing on every day of
20 the week and not limited to just weekends or just weekdays.
21 Again we see the trend where Mondays are lower, Fridays are
22 higher but there's no day of the week when partners are not
23 being borrowed.
24 Q. And what about if we turn to page, I'll number this 27?
25 What do we see here?

1 A. This is the same analysis that we've seen before which is
2 the percent of borrowed partner days by day of the year. And
3 we removed all the pre-transfer borrowing and we're still
4 seeing a very similar pattern to what we saw in the very first
5 version of this graphic, with all of the data, where there's
6 the red dotted line of 1.6 percent of partner days borrowed.
7 And throughout the year, we see days where they're borrowing
8 more than that and days where they're borrowing less than that
9 and not a whole lot of seasonality to the borrowing. You do
10 see those three times that we've already identified, the
11 opening of the stores, the COVID and Christmas Day, but
12 otherwise, it's a consistent practice throughout the year.
13 Q. And then if we turn to the next page, page 28.
14 A. Yeah. The final sensitivity test, and this is the most
15 restrictive one. So --
16 Q. What test is that?
17 A. Yeah. So this one we're just taking that last one, one
18 step further. So it's not just removing the pre-transfer
19 borrowing and lending, but it's just taking out anyone from the
20 data if they ever have more than one home store. So we're
21 saying, okay, is all of the borrowing and lending in this data
22 being driven by these people who have permanent transfers at
23 some point during the data period.
24 Q. So if I ever transferred from one store to another at any
25 time during this data period, permanently transferred, you just

1 locked it out, right?
2 A. That's right. They're not in here at all. So when we do
3 that, of course, we expect to see less movement, and we do see
4 less movement, but we're still seeing almost 35 percent of
5 people, partners, within the district, are working in more than
6 one store; 66 percent working in one store only, and the
7 remainder working in 2 or more stores during that period.
8 Q. Almost 34 percent really, right?
9 A. Correct.
10 Q. And then if we turn to the next page, 29.
11 A. Yes. This is the same thing that were limited to people
12 whoever worked in store 5610. Since they only ever worked in
13 one store, this is -- that's the store -- I'm sorry. They only
14 ever had one home store. So their home store is 5610, about 61
15 percent of them only worked in 5610 and the other almost 40
16 percent worked in 2 or more stores during that period.
17 Q. And then if we turn to the next page, 30.
18 A. Yes. So here we recreated the breakdown by store of
19 borrowed labor versus home store labor. We still see the gray
20 bars, all that represent borrowed partners working in a store.
21 And so for store 5610, it's still more than half of the
22 partners that work in the store that are borrowed. So they
23 have another home store. And the blue bar and the orange bar
24 added together, those are the home store employees who work in
25 store 5610. There's about 48 percent.

1 Q. So even in the most restrictive sensitivity test that you
2 applied in this case, half of the staffing at 5610 relies on
3 borrowed partners.
4 A. Half of the partners, yes, that are borrowed by store or
5 that are used by store 5610 are borrowed partners.
6 Q. Then if we turn to page 31, what do we see here? That's
7 the next page.
8 A. So this is the chart that shows store days requiring at
9 least one borrowed partner. So that's the day that a store is
10 open. And here once we remove all those folks from the data
11 who transfer, we're left with about 13 percent or 12.8 percent
12 of store days districtwide that require a borrowed partner. So
13 that's still 1 day per week, 1 out of 7 days, that are
14 requiring a borrowed partner for the store's staffing. 5610 --
15 Q. Now there's one store -- I'm sorry. Go ahead. I didn't
16 mean to cut you off.
17 A. Yeah, no. 5610 is still about average. So it's pretty
18 close to that dotted line, 1 day per week where they're relying
19 on borrowed labor.
20 Q. Then there's one store, 61993 at the end that has no, no
21 blue there. Were you able to explain that?
22 A. Yeah, so that store, looking back at Exhibit 210, it says
23 that store is Riggs and Ellsworth, and it opened on the 22nd of
24 September 2021. So they were open for, what is that, a month
25 and a half during the data period total. And once you

1 eliminate people who don't transfer, it's just the people who
2 have that as their home store who are staffing that store
3 during the, you know, 6 weeks that it's open.
4 Q. It's a very small data set?
5 A. It is a very small data period. That's right.
6 Q. And then if we turn to the next page, page 32.
7 A. Yes.
8 Q. What do we see here?
9 A. Yes. So this is the borrowed partner network again. So
10 this is showing who's borrowing from and lending to different
11 stores. We're still seeing the widespread borrowing where
12 stores are connected by multiple lines to and from. And, one
13 thing we just pointed out on the last graphic for store 61993,
14 wasn't requiring borrowed partners. We see that there are no
15 arrows going in the 61993. They're still lending people out
16 though. There's blue lines going out to most of the other
17 stores, if not all of them. And the other stores all seem to
18 have many arrows coming into them. So they're still borrowing
19 from many different stores.
20 Q. So even the one store that wasn't borrowing, 611 or 61993
21 is still lending?
22 A. It's still lending and it's not just to one store. It's
23 lending to many stores.
24 Q. And again this map wouldn't look like this if the
25 interchange was due to just transfers, right?

1 A. That's right.
2 Q. Then if we turn the page, I'm going to number this 33.
3 What do we see here?
4 A. So this is coming back to the average percent of partner
5 days that are borrowed, and here the average is 1.6 percent of
6 partner days, just limiting all the data to partners with
7 single home stores and no transfers. And again we're seeing
8 that labor is borrowed on all days of the week. There is no
9 day of the week when labor is not borrowed. We're seeing a
10 similar pattern as we've seen in the other graphics. Nothing
11 jumps out as saying, hey, this is different.
12 Q. So then the final page, which I'll number 34, what do we
13 see here?
14 A. This is the same thing, average percent of partner days
15 that are above the dotted line which is 1.6 of partner days.
16 And throughout the year, there is borrowing and there's lending
17 of the employees with the same home store. And we see those
18 same three time patters that we've seen before, including
19 Christmas Day are way up, but there's, there's not, you know, a
20 time of year where there's no borrowing going on.
21 Q. Thank you, Abby.
22 MR. TUZZO: If I may take just a minute. I guess maybe 5
23 if you don't mind.
24 **HEARING OFFICER ANZALDUA: Yeah, let's take a 5 minute**
25 **break. We'll go off the record.**

1 **(Off the record from 3:12 p.m. to 3:35 p.m.)**
2 **HEARING OFFICER ANZALDUA: Back on the record.**
3 Go ahead, Mr. Tuzzo.
4 Q. BY MR. TUZZO: So, Abby, after conducting these
5 sensitivity tests, reviewing the data, what conclusion, if any,
6 did you come up with regarding the interchange?
7 A. Well, we concluded that none of the things that we tested
8 for with the sensitivity analyses were the driving factor
9 causing what we found to be widespread sharing of partners
10 across many stores within the district.
11 Q. Thank you.
12 MR. TUZZO: Okay. So I think I've just got some admin
13 stuff. I'd like to move to admit Exhibit 212.
14 HEARING OFFICER ANZALDUA: Any objection?
15 MR. HAYES: Mr. Hearing Officer, I object on the grounds
16 that the exhibit and all of the witness' testimony, in fact, is
17 cumulative because this is just a restatement of what's already
18 in the record as the previous Employer exhibits that Mr. Hanna
19 prepared and which are already in the record. Additionally, I
20 object to all of the same evidence as not relevant because the
21 exhibit and the testimony are simply the Company's argument
22 which it's free to make in its brief, but an argument on the
23 subject of interchange in graph form.
24 It's the NLRB's place to interpret the information that's
25 already in the record as the previous Employer exhibits. So to

1 the extent that this is just, you know, a way of interpreting
2 that information instead of the Board, it's not relevant.
3 And furthermore, which I'll argue this in my brief, but
4 Dr. Turner, her testimony and the exhibits shouldn't count as
5 relevant because she's not an expert witness for the purpose of
6 this hearing anyway because at least according to my
7 understanding, under the Board's rules, it's not appropriate to
8 have an expert witness in a pre-election hearing, meaning her
9 testimony on the subject and the findings in the Employer
10 exhibit are just a form of opinion. So I object on those
11 grounds.
12 HEARING OFFICER ANZALDUA: Mr. Tuzzo, do you have a
13 response?
14 MR. TUZZO: Yeah. I mean so Ms. Turner, Dr. Turner, is an
15 expert qualified under the Federal Rules. Her testimony and
16 exhibit is relevant. It's an analysis of the data, and it's
17 necessary in order to create a complete record in this matter,
18 the failure of which can result in remand from the Board.
19 HEARING OFFICER ANZALDUA: All right. In terms of whether
20 the information and the exhibit is relevant, I'm going to
21 overrule that objection. I do find it relevant to whether --
22 to the factor of interchangeability among partners in the unit.
23 In terms of whether it's cumulative, I understand that it's an
24 analysis of that, that's already in the record, but the
25 Employer's free to explain its data that it's entered into the

1 record as evidence, through witness testimony or through this
2 exhibit, whether it's, you know, whether demonstrative or not.
3 I believe, you know, the underlying data is in the record. So
4 if you have something to contest with this witness or this
5 exhibit, you're free -- you're able to do that.
6 So I'm going to overrule the objection on whether it's
7 cumulative. On whether or not this individual is an expert
8 witness or not, we've had some testimony about her background
9 and Employer's Exhibit 211 which is a CV of the witness'
10 employment and educational history. So I'll let the record
11 reflect or stand for itself and the Regional Director will take
12 this witness' testimony into consideration when he issues a
13 decision in this matter.
14 So I'll admit what's Employer's Exhibit 212 into the
15 record.
16 **(Employer's Exhibit 212 received in evidence.)**
17 MR. TUZZO: Thank you. So the other piece that I would
18 like to do, being similar to what we did in Buffalo, is to
19 admit the backup data, you know, in the spirit of full
20 transparency so that you have the calculations that was used to
21 create Exhibit 212.
22 HEARING OFFICER ANZALDUA: Mr. Tuzzo, it looks like your
23 screen frozen.
24 MR. TUZZO: It's a particularly large file. So --
25 HEARING OFFICER ANZALDUA: Okay. Go ahead. You're back.

1 **(Employer's Exhibit 213 marked for identification.)**
2 MR. TUZZO: Okay. So one of the other things that I would
3 like to do is similar to what we did in Buffalo. Mr. Hayes is
4 familiar with this, is to admit the backup data which includes
5 the calculations that was used to create Exhibit 212. it's a
6 particularly large file. So we're going to have to use our
7 data sharing platform but I would move to admit that as I think
8 213, correct?
9 MS. NIEDECKEN: Yeah.
10 HEARING OFFICER ANZALDUA: Well, I mean don't we have to
11 have the witness authenticate and explain what it is?
12 MR. TUZZO: I most certainly can do that. I mean I
13 thought I'd save a little time, but I can do that. If you want
14 to go back on the record, I'll do that now.
15 HEARING OFFICER ANZALDUA: Oh, are we off the record?
16 COURT REPORTER: No, we're still on the record.
17 MR. TUZZO: Oh, okay. All right. So let me go ahead and
18 lay some foundational questions for 213.
19 Q. BY MR. TUZZO: So, Dr. Turner, did we ask you in the
20 course of preparing Exhibit 213 to assemble the code work and
21 final output that you used to create Exhibit 212?
22 A. Yes, you did.
23 Q. Okay. And did you, in fact, do that?
24 A. I did.
25 Q. Okay. And was that used in the creation of 212, Exhibit

1 212?
2 A. Yes, it's everything that you would need to recreate what
3 we put into Exhibit 212.
4 MR. TUZZO: So I would move to admit 213.
5 MR. HAYES: I guess I don't have an objection in and of
6 itself, but I just want it to be clear on the record -- I mean
7 can we stipulate that this is in substance the same as the
8 equivalent exhibit in the prior Buffalo case only for local
9 data here.
10 MR. TUZZO: Hold on. Let me -- before I speak out of
11 school, let me confirm that.
12 **(Pause.)**
13 MR. TUZZO: So, it's the same with the exception of the
14 fact you probably noticed there were some new slides. So that
15 data underlying the new slides that we didn't include in the
16 Buffalo hearing wouldn't be found in the Buffalo data, but
17 other, in concept, it's all the same. It's 27 files.
18 MR. HAYES: Okay. Understood. Yeah, with that
19 stipulation, I have no objection to Exhibit 213.
20 **HEARING OFFICER ANZALDUA: Okay. Let' go ahead and go off**
21 **the record real quick.**
22 **(Off the record from 3:44 p.m. to 3:45 p.m.)**
23 **HEARING OFFICER ANZALDUA: Back on the record.**
24 Okay. I informed the parties that I won't rule on the
25 admission of Employer's Exhibit 213 at this time. Once I have

1 seen and reviewed the exhibit, I'll make a decision at that
2 time.
3 Mr. Tuzzo, is there anything further with this witness?
4 MR. TUZZO: Just one more minute.
5 **(Pause.)**
6 MR. TUZZO: No, I have no further questions. Thank you.
7 HEARING OFFICER ANZALDUA: Mr. Hayes.
8 MR. HAYES: Thank you.
9 **CROSS-EXAMINATION**
10 Q. BY MR. HAYES: Dr. Turner, my name is Ian Hayes. I'm an
11 attorney for the Union. I'm going to ask you some questions
12 about the evidence you presented. So, I guess this is clear
13 from what counsel just said, but your firm prepared a report
14 about Buffalo market that's similar to this one, correct?
15 A. Correct.
16 Q. And, in fact, you listened to Matthew Thompson's testimony
17 about that report during that hearing, right?
18 A. That's right.
19 Q. So this report uses the same methodology as that report,
20 just with different local data. Is that right?
21 A. That's right.
22 Q. Okay. As counsel just noted, there are some differences
23 in this report. There appear to be some additional I guess
24 pieces of information having to do with specific timeframes.
25 Is that fair to say?

1 A. The two graphics where we show the days of the week and
2 the dates of the year are new, yes.
3 Q. Right. And those are the only categories of information
4 that are new when compared with the Buffalo report as I'll call
5 it, right?
6 A. Yes.
7 Q. So I mean this was clear from actually Dr. Thompson's
8 testimony, but just to be totally clear. In the sections of
9 this report that analyze a single store, for example, the slide
10 on page 2 of the report -- well, why don't you turn to that,
11 just as an example and let me know when you have that in front
12 of you.
13 A. Got it.
14 Q. Okay. So this chart is capturing any employee who worked
15 in that store during that time period, April 2019 to November
16 2021, not only employees who had that as their home store. Is
17 that correct?
18 A. Correct.
19 Q. And that's true of the other sections of this report that
20 analyze an individual store, correct?
21 A. That's right.
22 Q. If you could turn to page 21 of the report.
23 A. Got it.
24 Q. Okay. So this is a series of slides that you titled
25 excluding pre- and post-transfer shifts. First of all, I think

1 -- I don't think you used this term, but these slides are
2 capturing or I guess supposed to be a sensitivity test around
3 what could be called a permanent transfer between home stores.
4 Is that correct?
5 A. I think that's better, yes.
6 Q. So I mean I heard your testimony, but I'm just not clear
7 what data was taken out as part of this sensitivity test as you
8 put it. So if I got it right, you're looking at cases where
9 someone switched from, for example, home store A to home store
10 B, correct?
11 A. Yes. Any home store change that occurs in the data.
12 Q. Right. So -- and then you took out data before and after
13 that change happened. Is that correct?
14 A. Any time during the data at all, when a pairing between
15 two stores happen, and one of those -- those two stores won't
16 show up at some point during the data period as a person's home
17 store. We would have taken those out. So it's not just
18 something before or after, but the permanent transfer is
19 anytime in the data that that pairing occurs. If those two are
20 home stores at different points in time for that person, we
21 took that shift out.
22 Q. So in other words, for what's on page 21, anytime -- if a
23 person -- I'll just use store A and B again. If the person
24 changed home stores from store A to store B, at some point
25 between April 2019 and November 2021, you're saying you took

1 out any instance of the person working at either of those
2 stores during that entire time period?
3 A. No. We would have left in any time when they're working
4 at their home store. So their home store is A and they're
5 working at A, that's still in. And if their home store is B,
6 and they're working at B, that's still in. The only ones we
7 took out were the ones where their home store is A and they're
8 working at B, or their home store is B and they're working at
9 A.
10 Q. At any time during the 2019 to 2021 period?
11 A. Yes.
12 MR. HAYES: Okay. I think that's all I have. Thank you.
13 HEARING OFFICER ANZALDUA: Okay. I don't have any
14 questions for you, Ms. Turner. I appreciate your time and your
15 testimony today.
16 MR. TUZZO: I minute need a minute. I apologize.
17 HEARING OFFICER ANZALDUA: Okay. Go ahead.
18 MR. TUZZO: Ten minutes. Thank you.
19 **HEARING OFFICER ANZALDUA: Let's go off the record.**
20 **(Off the record from 3:52 p.m. to 4:02 p.m.)**
21 **HEARING OFFICER ANZALDUA: Back on the record.**
22 MR. TUZZO: So, Mr. Hearing Officer, I realized that I
23 think in your earlier -- you had earlier said that you're going
24 to withhold making, you know, a formal acceptance of Dr.
25 Turner's status as an expert. Understanding that, just to make

1 sure that the record's clear, we are moving her to be accepted
2 as an expert in the field of labor economics. I would expect
3 that you would rely that you'll make that determination as you
4 said earlier.
5 HEARING OFFICER ANZALDUA: Okay. And in response to that
6 verbal motion, Mr. Hayes, is there a response?
7 MR. HAYES: Yeah, the Union opposes it for the reasons we
8 stated earlier.
9 HEARING OFFICER ANZALDUA: Okay. I won't make the ruling
10 on that at this time. But before the record closes, I will,
11 and then the Regional Director will obviously make a decision
12 on that as well.
13 MR. TUZZO: Thank you. And then I understand, I just want
14 to confirm, it looks like, Mr. Hearing Officer, Mr. Hayes, the
15 court reporter, have been able to go to view the data on Viscom
16 (ph.) or at least download it.
17 HEARING OFFICER ANZALDUA: Yes, I've seen it, and the
18 court reporter was able to download it as well. So absent any
19 objection, I'll admit what's marked as Employer Exhibit 213 at
20 this time.
21 MR. TUZZO: Thank you.
22 **(Employer's Exhibit 213 received in evidence.)**
23 MR. TUZZO: Okay. The Company has nothing further for Dr.
24 Turner.
25 HEARING OFFICER ANZALDUA: Mr. Hayes, do you have any

1 further questions?
2 MR. HAYES: Nothing further.
3 HEARING OFFICER ANZALDUA: Dr. Turner, I just have a
4 couple of questions regarding your background. You might have
5 answered this already, but how many times have you testified in
6 a NLRB proceeding in your career?
7 THE WITNESS: One.
8 HEARING OFFICER ANZALDUA: Is this your first time?
9 THE WITNESS: Yes.
10 HEARING OFFICER ANZALDUA: Okay. And what about the type
11 of report with these graphs and bar graphs and pie charts and
12 whatnot. Is that something typically that you create and
13 provide to your clients?
14 THE WITNESS: Yes.
15 HEARING OFFICER ANZALDUA: About how many of these reports
16 have you done in your career?
17 THE WITNESS: Between 1 and 200.
18 HEARING OFFICER ANZALDUA: 1 and 200?
19 THE WITNESS: Yes.
20 HEARING OFFICER ANZALDUA: Okay. And is this the data set
21 that was provided to you for the report that is entered into
22 evidence as Employer's 213, is that typical -- a typical size
23 data set for you to generate such reports as these?
24 THE WITNESS: 213, is that the production materials?
25 HEARING OFFICER ANZALDUA: That's correct. That's what

1 you said you used in generating your report. Is that correct?
2 THE WITNESS: Yeah, so the raw data is the ones that -- I
3 guess I don't understand. I'm sorry. I'm a little bit
4 confused.
5 HEARING OFFICER ANZALDUA: Sure. Like the data that you
6 were provided to generate and create your report, was that
7 atypical for you to receive that much data or that little of
8 data?
9 THE WITNESS: No, that's atypical.
10 HEARING OFFICER ANZALDUA: Okay. All right. Are there
11 any further questions from the parties based on my questions?
12 MR. HAYES: No.
13 MR. TUZZO: None from the Company.
14 HEARING OFFICER ANZALDUA: Okay. Thank you, Ms. Turner
15 for your testimony, and you're released.
16 THE WITNESS: Thank you.
17 HEARING OFFICER ANZALDUA: Thank you.
18 **(Witness excused.)**
19 HEARING OFFICER ANZALDUA: Mr. Tuzzo, do you have another
20 witness lined up?
21 MS. NIEDECKEN: The Employer's next witness will be Kiera
22 Bailey. If you could just give us a couple of minutes to get
23 her on and set, I think we'll be ready.
24 **HEARING OFFICER ANZALDUA: Sure. Let's take 5 minutes and**
25 **go off the record.**

1 **(Off the record from 4:07 p.m. to 4:13 p.m.)**
2 **HEARING OFFICER ANZALDUA: Let's go back on the record.**
3 Employer counsel, your next witness.
4 MS. NIEDECKEN: The Employer calls -- sorry. Sorry about
5 that. The Employer calls Kiera Bailey.
6 HEARING OFFICER ANZALDUA: Hello, ma'am. Can you raise
7 your right hand?
8 (Whereupon,
9 **KIERA BAILEY**
10 was called as a witness by and on behalf of the Employer and,
11 after having been first duly sworn, was examined and testified
12 as follows:)
13 HEARING OFFICER ANZALDUA: Thank you. Can you please
14 state and spell your name for the record?
15 THE WITNESS: My name is Kiera Bailey, and it's spelled K-
16 i-e-r-a, last name Bailey, B-a-i-l-e-y.
17 HEARING OFFICER ANZALDUA: Thank you. Employer, you can
18 proceed.
19 MS. NIEDECKEN: Thank you.
20 **DIRECT EXAMINATION**
21 Q. BY MS. NIEDECKEN: Good afternoon, Kiera. Can you please
22 state for the record who your Employer is?
23 A. Starbucks.
24 Q. And how long have you been with Starbucks?
25 A. Two and a half years.

1 Q. And what is your current job title?
2 A. Partner resources manager.
3 Q. And what do you do? What are your job duties as a partner
4 resource manager?
5 A. My primary responsibilities are to consult and support our
6 store manager and above population for the State of Arizona by
7 addressing any workplace concerns, employee relations matters
8 in partnership with multiple Centers of Excellence which
9 includes our partner relations team, ethics and compliance,
10 benefits and talent acquisition.
11 Q. So you said that you support the entire State of Arizona.
12 Is that correct?
13 A. That is correct.
14 Q. Do you have any other states that you support?
15 A. No.
16 Q. One's enough?
17 A. Yes.
18 Q. And you also mentioned that you work with other -- well,
19 before I get there, how long have you been employed by
20 Starbucks?
21 A. Two and a half years.
22 Q. And prior to working for Starbucks, did you work in the
23 human resource functions at any other employers?
24 A. Yes.
25 Q. How long have you been employed in the human resources

1 field?
2 A. For 15 years.
3 Q. Okay. And in the 2½ years that you've been with
4 Starbucks, have you always been in a partner resources manager
5 role?
6 A. Yes.
7 Q. And to whom do you report?
8 A. A partner resources director.
9 Q. And what's her name?
10 A. Holly Harris.
11 Q. And what geographic territory does Ms. Harris cover?
12 A. She supports our region, and that's made up of 17 states
13 including Arizona.
14 Q. And is that the Western Mountain Region?
15 A. That is correct.
16 Q. Earlier, you talked about a number of what you called
17 Centers of Excellence. Can you give a little bit more
18 information about what those centers are that you would partner
19 with?
20 A. Sure. Our talent acquisition team is the team that I work
21 with for all recruiting purposes. Our ethics and compliance
22 team is a team of leaders that support any workplace concerns
23 that involve harassment, discrimination or any employees in a
24 protected class. And then our partner relations team is really
25 interfacing with our hourly population here in the State of

1 Arizona. Our teams in Arizona can reach out to partner
2 relations by calling a phone number and they're able to address
3 any questions as it relates to policies, workplace concerns and
4 very general benefits questions. And lastly, I work really
5 closely with our benefits team, just to help support our local
6 team here with any concerns regarding their own benefits or
7 benefits for members on their team.
8 Q. Thank you. And we'll talk about each of those groups here
9 in a little bit but just briefly, the talent and acquisition
10 team, is that a local team or is that something that's housed
11 at the corporate level?
12 A. It's a corporate wall, but we do have recruiters here
13 locally.
14 Q. Okay. And you say recruiters are there locally. How many
15 recruiters do you have locally, and what are their job
16 responsibilities?
17 A. Yes, we have one recruiter that I work directly with, for
18 all store managers and above roles. So in terms of attracting
19 talent to Starbucks, we work collectively to post requisitions,
20 also to just onboard new talent, and then we have an hourly
21 recruiting specialist that supports with pockets of our state
22 where we struggle to attract talent and candidate pool.
23 Q. And then you mentioned the ethics and compliance group.
24 Similar question. Is that a local team or a corporate level
25 team?

1 A. It's a corporate level team. It's a remote role.
2 Q. Okay. And so if a partner needs to -- when would a
3 partner interact with the ethics and compliance group?
4 A. So in every store, we have posters in the back of the
5 store. The posters are called Make The Right Call, and on that
6 poster it does provide a brief description on each of the roles
7 that I've highlighted. And the partner will make the call to
8 that area of the business based on the concern that they have.
9 Q. So partners will interact with the ethics and compliance
10 group if they had a concern about something happening in the
11 workplace and needed to file a complaint.
12 A. That is correct, depending on the nature of the complaint.
13 Q. Sure. And what types of complaints would they raise to
14 the ethics and compliance group?
15 A. Anything that involves discrimination, harassment, if an
16 employee feels like they are in a protected class and they
17 would like some additional guidance, the ethics and compliance
18 team is there as well. And also workplace bullying.
19 Q. Okay. And again unlike the talent and acquisition group,
20 the ethics and compliance group is a corporate level group.
21 And so those resources are shared across the country?
22 A. That is correct.
23 Q. The third group that you mentioned was partner relations,
24 and I guess describe for us how and why you would partner with
25 the partner relations group doing your job duties?

1 A. Yes. So the partner relations team is the first point of
2 contact for hourly employees if they have questions regarding
3 just general policies or if they would like to report a
4 workplace concern. Depending on the nature of that workplace
5 concern, the partner relations team will do one of three
6 things. They will either investigate the matter on their own.
7 They will forward the matter to me for investigation. Or, they
8 will work directly with the store manager to resolve the
9 concern.
10 Q. What types of matters would be forwarded directly to you
11 for you to investigate?
12 A. Any concerns regarding store managers or district managers
13 and above.
14 Q. And what types of concerns would be forwarded to -- would
15 there be concerns that would be forwarded directly to a
16 district manager for review?
17 A. If there is peer-to-peer concerns in the store, meaning an
18 employee has a concern with another coworker, then the district
19 manager would be assigned to review that concern.
20 Q. Who's assigned to review concerns that are filed or
21 brought up about customers?
22 A. That does directly to the district manager.
23 Q. Do you received any reports or other information from
24 partner relations about complaints in the market or in the
25 areas in which you support?

1 A. Yes. Monthly, there's a summary report that I review in
2 partnership with the partner relations team.
3 Q. And why would you be reviewing or what is the purpose of
4 that review of that report?
5 A. Addressing any trends that we're seeing across the state,
6 if I find any districts that need any additional support just
7 based on case volume.
8 Q. And I think the fourth group you mentioned as the benefits
9 group, and what partnership do you take with that benefits
10 group?
11 A. I receive inquiries on a daily basis just regarding
12 questions around our benefits. Partners can reach out directly
13 to me at all levels if they have general benefit inquiries.
14 Q. And those benefit professionals, are those local teams or
15 is that a corporate level group?
16 A. That's a corporate level group.
17 Q. And does the benefits team set the wages for all the areas
18 that you support?
19 A. That would be our compensation team, and compensation does
20 set the wages for each area.
21 Q. Is compensation part of benefits or is it separate in the
22 state?
23 A. They're under one umbrella, compensation and benefits.
24 Q. Okay. And at Starbucks, are there annual performance
25 reviews that result in different annual increases for different

1 partners based upon performance or are the annual reviews set
2 across all partners?
3 A. It's set for all partners, and that's done once a year.
4 Q. Is that increase or those wage adjustments made at a local
5 level or is this something made by the corporate compensation
6 team?
7 A. It is made by the corporate compensation team.
8 Q. Okay. I want to talk just a little bit about partner
9 planning. Can you briefly describe what partner planning is?
10 A. Partner planning is a meeting that takes place once a
11 month across every district, and within the district, they will
12 identify their current hiring needs, needs for any new stores
13 that are on the agenda for the next 12 months, and that's also
14 an opportunity to review any of our turnover lagging indicators
15 and make adjustments to our hiring plans as needed. And then
16 lastly, we're able to identify how many trainers we need across
17 the business coming out of those meetings.
18 Q. And who leads those meetings?
19 A. It's led by the district manager and all store managers in
20 the district are in attendance.
21 Q. Are you aware of the hiring process for baristas and shift
22 supervisors in District 380?
23 A. Yes.
24 Q. And is there anything that is different or unique about
25 the hiring process in District 380 from some of the other

1 districts that you support?
2 A. We have multiple districts including District 380 that
3 will conduct hiring fairs, and those hiring fairs, they have
4 set dates set aside on a monthly basis where they can direct
5 any candidates that apply to attend the hiring fair in person.
6 If the candidate is not comfortable, they can join virtually
7 via Teams, and those schedules are set for the duration of the
8 year. And all store managers across the district participate.
9 Q. And are you invited to those hiring fairs as well?
10 A. I am invited.
11 Q. And are those hiring fairs organized by the district
12 manager or organized by someone else?
13 A. It's organized by the district manager.
14 Q. And before an hourly partner, either a barista or a shift
15 supervisor is hired, who's conducing the interviews or making
16 that hiring decision?
17 A. So the hiring decisions at the career fairs and also if
18 they're done outside of the career fairs, it is done in
19 partnership with two store managers and/or the district
20 manager.
21 Q. And do applicants, I think you mentioned this, so if I'm
22 asking a question that you've already answered, I apologize,
23 but are applicants applying in person for a positions at
24 Starbucks or is there some electronic application process?
25 A. The application process is electronic. So all applicants

1 apply online.
2 Q. And take a look at what was previously marked as Exhibit
3 Number 8, which is the barista prescreening questions. Let me
4 know when you have that. It says prescreening questions, top
5 left-hand side.
6 A. I have it.
7 Q. Have you seen this document before?
8 A. Yes.
9 Q. And what is it?
10 A. It's a prescreening questionnaire for all applicants just
11 to make sure they meet the general guidelines for the role.
12 Q. And when are these questions presented to applicants?
13 A. During the hiring process.
14 Q. And so every applicant that applies for a position within
15 District 380 or even outside District 380 within the country,
16 receives these same prescreening questions?
17 A. That is correct.
18 Q. Are there also prescreening questions for shift supervisor
19 applicants?
20 A. Yes, there is.
21 Q. Can you look at the -- what's previously been marked as
22 Exhibit 9, which is a shift -- should be shift supervisor
23 prescreening questions. The first question at the top left-
24 hand corner would be can you provide legal documentation
25 establishing your identity. Do you see that document?

1 A. Yes.
2 Q. And do you recognize this document?
3 A. Yes.
4 Q. And what is it?
5 A. It's the prescreening questions for shift supervisors.
6 Q. And would these prescreening questions also be presented
7 to the applicant during the hiring process for a shift
8 supervisor position?
9 A. Yes.
10 Q. And is that true for all stores within District 380?
11 A. Yes.
12 Q. Once individuals are prescreened, how are store managers
13 or district managers then selecting or requesting people to
14 come in for interviews?
15 A. So once the store manager and district manager have an
16 opportunity to review the application, they will proceed with
17 the prescreening process. And then coming out of that
18 prescreening process, they will invite the candidate to an
19 interview in person or they can join virtually.
20 Q. And typically in this district, these interviews are done
21 at the hiring fairs?
22 A. That is correct.
23 Q. And during those interviews, are there a scripted list of
24 questions that the interviewers are supposed to follow?
25 A. Yes.

1 Q. I'm going to show you what's been previously marked as
2 Exhibit Number 10, which should say at the top left-hand
3 corner, interview questions US for barista.
4 A. Yes.
5 Q. Do you see that document?
6 A. Yes.
7 Q. Have you seen this document before?
8 A. Yes.
9 Q. And what is it?
10 A. This is our interview questionnaire, our interview guide.
11 Q. And who would be using this interview guide?
12 A. The store manager and/or district manager conducting the
13 interview.
14 Q. And would this be for all interviews of applicants for the
15 barista position?
16 A. That is correct.
17 Q. And do the interviewers have license to sort of go off
18 script and ask additional questions that aren't listed in the
19 interview guide?
20 A. Relevant questions, but these are the questions that they
21 must answer and capture for each candidate.
22 Q. Turning to -- if you can pull up what's been previously
23 marked as Exhibit Number 11, I'll ask you to identify what this
24 document is. It should say at the top left-hand corner
25 interview questions US for shift supervisor. Do you see that?

1 A. Yes.
2 Q. And can you please tell the Hearing Officer and the
3 Regional Director what this document is?
4 A. This is the interview guide for shift supervisors.
5 Q. And who would be conducting the interviews for shift
6 supervisors?
7 A. The store manager and/or district manager.
8 Q. And similar to the questions before about the interview
9 questions related to applicants for barista, are the
10 interviewers instructed to follow this interview guide and
11 follow this script in terms of which questions are asked?
12 A. That is correct.
13 Q. And is it true that the questions for both Exhibit 10 and
14 Exhibit 11 are used in all interviews or should be used in all
15 interviews for barista or shift supervisor positions?
16 A. That is correct.
17 Q. And the questions listed in Exhibit, and I'll say 8, 9, 10
18 and 11, is that something -- are those drafted at the local
19 level or who's creating these prescreening questions or
20 interview questions?
21 A. This is all created by our talent acquisition team, and
22 these are questions used across our entire US business.
23 Q. And once the decision is made to provide an offer to an
24 applicant, who's communicating with the applicant that an offer
25 is being made?

1 A. So the store manager and/or district manager will extend
2 the offer verbally, and if the candidate is turned down, there
3 will be an automatic generated response sent to the candidate
4 directly. And if an offer is extended verbally, then the store
5 manager will begin communicating via just by pressing a button
6 to the talent acquisition team that an offer has been extended
7 and that generates the next step in the hiring process.
8 Q. If you would take a look at what's previously been marked
9 as Exhibit Number 12, which has at the top, just a -- it's a
10 black box that says careers at Starbucks connect to something
11 bigger. Have you seen this document before?
12 A. Yes.
13 Q. And what is it?
14 A. This is an offer, an electronic offer letter.
15 Q. Is this the next step in that process that you were just
16 discussing that after a verbal offer is made, this written
17 offer will be generated through the system?
18 A. That is correct.
19 Q. And this written offer, where does it come from?
20 A. This is automatically sent to the candidate. It's an
21 electronic process. All of the verbiage here is already pre-
22 generated by out talent acquisition team.
23 Q. And these offer letters given, if you look, if you look
24 here at the document, it says offer details and then it sort of
25 has store role, hourly pay rate. It has some information that

1 needs to be selected upon the role. So is it fair to say that
2 it is a pretty formulaic letter that fills in the details,
3 depending on the offer, depending on which store it is and
4 where we are in the country?
5 A. That is correct.
6 Q. Turning for just a minute to the wages that are set for
7 hourly partners in District 380, you testified just a little
8 bit ago that those are set by the compensation team and that
9 raises are given on an annual basis. Do you know when the last
10 pay increase for those partners in District 380, those hourly
11 partners was made?
12 A. Yes, we did have increases that were made in October, and
13 that was made for just not District 380 but also all partners
14 across the US business.
15 Q. Okay. And did all partners in District 380 or all
16 partners in Arizona receive the same pay increase or was there
17 some delineation based upon like the tenure for example?
18 A. Everyone received the same pay increase for partners that
19 have been employed for more than 3 years. There was an
20 additional percentage for all partners that were enrolled for
21 more than 3 years, but outside of that, everyone received the
22 same increase.
23 Q. And did store managers have any input or any involvement
24 in determining what that pay increase would be in District 380?
25 A. No, that is set by our compensation team.

1 Q. Turning to the idea of terminations or separations, are
2 you familiar with the tool called virtual coach?
3 A. Yes.
4 Q. And what is it?
5 A. Virtual coach is a tool available to all of our store
6 managers and/or district managers to ensure that we are taking
7 a consistent approach with all performance management within
8 our organization.
9 Q. And is the expectation that district managers and store
10 managers use virtual coach whenever there's a potential for a
11 performance related issue or a misconduct related issue?
12 A. That is correct.
13 Q. And are you aware of instances either in District 380 or
14 in any of the other districts that you support, where virtual
15 coach was not used before issuing some sort of corrective
16 action or discipline?
17 A. Yes.
18 Q. Okay. And in those instances, where it wasn't used, was
19 there, in fact, corrective action or other sort of consequences
20 for those leaders who failed to use the virtual coach tool?
21 A. Yes, there is corrective action up to and including
22 termination.
23 Q. Typically if a person is looking -- or I guess strike
24 that. If a leader uses the virtual coach tool and go through
25 the tool and the recommendation is that the partner be

1 separated, who would that leader or how would that leader go
2 about effectuating that separation?
3 A. They would directly with their district manager.
4 Q. And if you take a look -- is there a form filled out or is
5 there some sort of documentation that a leader is required to
6 use before or while separating a partner?
7 A. Yes, there is a separation notice.
8 Q. Take a look at what was previously marked as Exhibit 29.
9 it's titled Notice of Separation. I'll just ask you if this is
10 the form that you were referring to just a second ago?
11 A. Yes.
12 Q. And is this form completed at the time that the manager is
13 actually separating the partner?
14 A. This would need to be completed prior to the separation.
15 Q. Okay. So this form is completed prior to the separation,
16 and then is the partner then asked to sign off during the
17 separation meeting?
18 A. That is correct.
19 Q. And once a leader completes this form and has the partner
20 sign off, what then happens with this form going forward?
21 A. It is send to our partner relations team.
22 Q. What partner relations do with it if you know?
23 A. It is placed in the employee's record.
24 Q. And is this --
25 HEARING OFFICER ANZALDUA: Sorry for the interruption.

1 You're referring to leaders. What is your understanding of a
2 leader? Is that the store manager or who else?
3 THE WITNESS: I'm sorry, the store manager and district
4 manager.
5 HEARING OFFICER ANZALDUA: Okay. Thank you.
6 Q. BY MS. NIEDECKEN: And is this Notice of Separation, this
7 form used in all stores within District 380?
8 A. That is correct.
9 Q. And would it be used in all stores that cover the
10 geographic territory, all stores within Arizona?
11 A. That is correct.
12 Q. Ms. Bailey, does Starbucks have a complaint procedure or
13 an open door process?
14 A. Yes. We have an open door policy.
15 Q. Can you explain that policy to me please?
16 A. Yeah. Our open door policy is part of the make the right
17 call communication that we have posted in every store. We
18 encourage our partners to reach out directly to our partner
19 relations team, the partner resources manager, being me, or at
20 ethics and compliance team. If the complaint is regarding the
21 partner store manager or district manager, we encourage the
22 partners to reach out to partner relations or directly to me.
23 If the complaint regarding any type of harassment,
24 discrimination or bullying, we do ask that our partners contact
25 ethics and compliance. And during our onboarding and during

1 any interactions that I have with partners, I do encourage them
2 to take advantage of our open door policy.
3 **(Employer's Exhibit 214 marked for identification.)**
4 Q. BY MS. NIEDECKEN: Does -- I want you to just take a look
5 at what we'll mark as Company Exhibit 214 which is titled or
6 labeled Make The Right Call. Let me know when you have that
7 document in front of you.
8 A. I have it.
9 Q. And you referenced this posting a number of times.
10 HEARING OFFICER ANZALDUA: It looks like the Employer's
11 counsel's video is frozen. Let's just give it a minute.
12 **(Pause.)**
13 Q. BY MS. NIEDECKEN: -- Make The Right Call posting.
14 HEARING OFFICER ANZALDUA: Sorry, Ms. Niedecken, I think
15 you have to repeat the question. Your video was frozen for a
16 minute.
17 MS. NIEDECKEN: Sorry, guys. It looks like I'm frozen and
18 I closed and came back.
19 HEARING OFFICER ANZALDUA: All right. You're back. Go
20 ahead and repeat the question.
21 MS. NIEDECKEN: Sure.
22 Q. BY MS. NIEDECKEN: So looking at the document titled Make
23 The Right Call, can you explain what this document is?
24 A. Yes. This is a notification that's posted in all of our
25 stores, and it's one of the ways that we communicate with all

1 of our partners to take advantage of our open door policy, and
2 listed on this document is all of the phone numbers and
3 resources available to our partners here in the State of
4 Arizona and across our US business.
5 Q. And if you look at this document, on the left-hand side in
6 the gray shaded box, it says district manager Tricia Lowder.
7 Which district is Ms. Lowder responsible for?
8 A. District 380.
9 Q. Okay. So this Make The Right Call is a sort of form that
10 would be used for District 380 and depending on the store, the
11 store manager information would be filled in?
12 A. That is correct.
13 Q. And can you, and I apologize if you've said this, where
14 would this Make The Right Call poster be visible or how would
15 it be provided to partners?
16 A. In the back of our stores, we have a communication area or
17 communication board, and this is where this document is posted.
18 Q. I want you to take a look at -- never mind. Strike that.
19 MS. NIEDECKEN: I think I'm pretty close to being done
20 with this witness if you'd just give me 5 minutes to confer
21 here to make sure with my notes, I'd appreciate it.
22 **HEARING OFFICER ANZALDUA: Yeah. Let's go ahead and go**
23 **off the record for 5 minutes. Thank you.**
24 **(Off the record from 4:46 p.m. to 4:52 p.m.)**
25 **HEARING OFFICER ANZALDUA: Back on the record.**

1 Ms. Niedecken, you can proceed.
2 MS. NIEDECKEN: I don't think I have any more questions
3 but I do want to make sure that I move to admit Exhibit 214.
4 HEARING OFFICER ANZALDUA: Any objection?
5 MR. HAYES: I have a brief voir dire to do.
6 HEARING OFFICER ANZALDUA: Go ahead.
7 **VOIR DIRE EXAMINATION**
8 Q. BY MR. HAYES: Ms. Bailey, how long has this poster been
9 posted at the Power and Baseline store?
10 A. These posters have been posted for the past 2½ years. It
11 was refreshed in October to include a different format, but the
12 posters have always been posted in every store including the
13 Baseline store.
14 Q. So your testimony is that some version of this poster has
15 been in the store for 2½ years?
16 A. That -- more than -- yes, the 2½ years that I've been
17 here, yes.
18 MR. HAYES: Okay. Nothing further. No objection.
19 HEARING OFFICER ANZALDUA: And your reference to October,
20 is that October of 2021?
21 THE WITNESS: That is correct.
22 HEARING OFFICER ANZALDUA: Given that, Employer's Exhibit
23 214 is admitted.
24 **(Employer's Exhibit 214 received in evidence.)**
25 HEARING OFFICER ANZALDUA: Mr. Hayes, any questions?

1 MR. HAYES: Yes, I do.
2 HEARING OFFICER ANZALDUA: Okay. Go ahead.
3 **CROSS-EXAMINATION**
4 Q. BY MR. HAYES: Ms. Bailey, so -- I'm sorry. I'm the
5 Union's attorney. My name is Ian Hayes. I'm going to ask you
6 some questions about what you just said. You said that you're
7 the partner resource manager for Arizona only. Is that
8 correct?
9 A. That is correct.
10 Q. So for how long have you only covered Arizona?
11 A. Two and a half years.
12 Q. Okay. So there hasn't been -- it's been your whole time
13 at Starbucks? There hasn't been any change?
14 A. That is correct.
15 Q. Okay. You talked a little bit about the -- someone who
16 does hourly recruiting I guess within the state. So what do
17 the recruiters do in District 380 exactly? Like what are their
18 duties?
19 A. We have one hourly recruiter assigned to Arizona, and this
20 recruiter supports in pockets of the state where we struggle to
21 hire and staff the store. For our regular recruiting efforts
22 they're not working, and that's where the hourly recruiter
23 comes in to support.
24 Q. And how do they support? What specifically are they
25 doing?

1 A. So they are posting our requisitions on our hiring site,
2 on different channels, such as Indeed, ZipRecruiter and they
3 are managing those external requisitions, and then funneling
4 the applications to the store manager and/or district manager
5 for review.
6 Q. Okay. So they're -- are you saying they don't even carry
7 out those prescreening questions?
8 A. No, it's just an effort for us to attract more candidates
9 to our requisitions.
10 Q. All right. And the recruiters are also not conducting
11 interviews themselves, right?
12 A. That is correct.
13 Q. You spoke a little bit about hiring fairs. Hiring fairs
14 aren't the only way that someone can be hired at a store within
15 District 380, right?
16 A. For District 380, there's hiring fairs that take place
17 across the entire district. There can be exceptions to that,
18 and those exceptions include stores that are struggling to
19 staff. And if they are struggling to staff, they may continue
20 to hire outside of the hiring fair.
21 Q. Well, in fact, store managers do regularly hire on their
22 own outside of the hiring fair process, right?
23 A. For District 380 that will be an exception only if that
24 particular store is struggling to hire.
25 Q. So what's the percentage of people who are hired within

1 District 380 who come through hiring fairs?
2 A. I don't have those percentages.
3 Q. Do you have a ballpark number?
4 A. I do not.
5 Q. Throughout your testimony you referred to store managers
6 and/or district managers quite a few times. So I'm going to
7 break that down a little bit. When it comes to hiring
8 decisions, in other words the decision to hire someone at a
9 store, a store manager can and does make that decision on their
10 own sometimes, right?
11 A. Outside of District 380, those decisions are made and
12 District 380, the district manager likes to work shoulder-to-
13 shoulder with all her store managers during the hiring process,
14 and that's why those hiring fairs are scheduled every --
15 throughout the entire year. It's really for the district
16 manager to support and understand how the managers are making
17 hiring decisions, and then also working with them, making
18 hiring decision. So an example would be sitting in on the
19 interview with the store manager and they both come to the
20 conclusion on the hiring decision.
21 Q. And how frequently does the district manager in District
22 380 sit in on interviews?
23 A. During each of the hiring fairs which take place twice a
24 month.
25 Q. Are there ever hiring fairs where the DM is not there?

1 A. For all hiring fairs, the district manager will be
2 present.
3 Q. What about interviews that take place again outside of the
4 hiring fair process? Store managers are able to do those
5 interviews on their own, correct?
6 A. That is correct. And it must be done with more than one
7 manager. Two managers must be involved in the assessment.
8 Q. Would it surprise you to learn that many interviews take
9 place only with the store manager for the particular store?
10 A. I am not aware of that happening.
11 Q. I think you testified about this, and I -- it just went by
12 too quickly. The prescreening questions that you spoke about,
13 like in other words the four or so questions that are asked of
14 a barista or shift supervisor, a store manager can ask those
15 prescreening questions directly, right?
16 A. Yes, a store manager can ask those questions.
17 Q. And in terms of following what are called the interview
18 guides, just to be clear, whoever is doing the interviewing,
19 they ask those interview questions, but they can also ask other
20 questions that are not explicitly listed in the guides, right?
21 A. They have to ask those questions. Those are the only
22 questions that should be asking. And the only time there's
23 additional questions asked is if it's probing questions.
24 Q. Probing questions meaning what?
25 A. Meaning that the store manager cannot make a decision

1 based on what the candidate is sharing. They need to probe
2 more to be the answer, to answer the question thoroughly. They
3 may ask the candidate for additional context, and sometimes a
4 candidate may ask them to rephrase the question if they're not
5 understanding it.
6 Q. Okay. And that's -- those probing questions are necessary
7 in order to making a hiring decision, right?
8 A. The probing questions are necessary to make sure that the
9 store manager and/or district manager has a clear understanding
10 of what the candidate is providing. The answer that the
11 candidate is providing must be clear, and if they're not clear,
12 they can probe.
13 Q. Okay. But your testimony is that they're not allowed to
14 ask other questions outside of what's explicitly listed in the
15 interview guides?
16 A. That is correct.
17 Q. Do you know if that actually ever does happen on the
18 ground within District 380?
19 A. Not to my knowledge.
20 Q. In terms of communicating offers to an applicant, how
21 often does the district manager do that?
22 A. If the district manager is sitting on the interview, they
23 can extend the offer to the candidate.
24 Q. And again, how often is the district manager in District
25 380 sitting in on interviews?

1 A. During the hiring fairs, the district manager is present
2 and sitting in on interviews.
3 Q. What about interviews that take place outside of the
4 hiring fairs?
5 A. There should be two store managers present in those --
6 during those times.
7 Q. But not the district manager?
8 A. That is correct.
9 Q. Okay. But -- so if the, if the district manager doesn't
10 communicate the offer to an applicant, a store manager can,
11 right?
12 A. That is correct.
13 Q. You talked about an instance where the virtual coach tool
14 was not used in discipline that was issued. Do you remember
15 describing that?
16 A. Yes.
17 Q. So where was that?
18 A. That was here in Arizona.
19 Q. In which district?
20 A. It was not in District 380. It was in our Scottsdale
21 District.
22 Q. Okay. And is that the only time you're aware of that
23 happening?
24 A. No, it has happened outside of just that one instance.
25 Q. How many times has it happened in District 380?

1 A. It has not happened in District 380.
2 Q. Okay. Who's actually keeping track of whether a store
3 manager is using the virtual coach tool?
4 A. That would be the partner relations team and also myself.
5 Q. So -- okay. So exactly how are you monitoring whether
6 each, you know, instance of discipline is being issued, whether
7 the virtual coach tool was used along in -- with issuing that
8 discipline?
9 A. That is something that I can monitoring during the monthly
10 reviews that I have with partner relations. There's an
11 opportunity for us to review corrective actions to make sure
12 that we're being consistent, and also I have an opportunity to
13 connect with partners if they have concerns or complaints
14 regarding a corrective action that was issued. Those are the
15 two ways that I can monitor that.
16 Q. So let's take those one at a time. In those monthly
17 reports, is there something indicating that the virtual coach
18 tool was used or not used in a given instance of discipline?
19 A. No, but there is copies of corrective actions that are
20 reviewed, and during that review, we can determine if the
21 proper steps were taken.
22 Q. Okay. So you're sort of analyzing whether the discipline
23 was done correctly, but you don't know for sure whether the
24 virtual coach tool was used or not, right?
25 A. That is correct.

1 Q. Okay. And then the second thing that you said where
2 partners can raise a concern about an instance of discipline,
3 it's the same thing, right, where you're analyzing the steps
4 that are -- that the store manager went through in issuing
5 discipline and sort of inferring from there whether they use
6 the virtual coach tool. Is that correct?
7 A. That is correct.
8 Q. How often does the district manager conduct separation
9 meetings in District 380?
10 A. I would say that's done on at least a monthly basis. The
11 store manager will consult with the district manager whenever
12 there is a separation that's going to happen, and they can
13 request that the district manager is present for all of those
14 discussions.
15 Q. But if it's about once a month or something like that,
16 that's not very frequently actually, correct?
17 A. It depends on how many separations are happening that
18 month. I would not say I have a number for how often she's
19 sitting in, but I do know that she sits in on a monthly basis
20 for separations.
21 Q. On a monthly basis meaning at least one separation meeting
22 per month?
23 A. That is correct.
24 Q. Okay. But you don't know what percentage of separations
25 that would represent?

1 A. That is correct.
2 MR. HAYES: Okay. Just give me one moment.
3 **(Pause.)**
4 MR. HAYES: Okay. Nothing further. Thank you.
5 HEARING OFFICER ANZALDUA: Ms. Niedecken, any follow-up
6 questions?
7 MS. NIEDECKEN: I have just a couple.
8 HEARING OFFICER ANZALDUA: Go ahead.
9 **DIRECT EXAMINATION**
10 Q. BY MS. NIEDECKEN: Those prescreening questions that we
11 looked at earlier, and if we need to pull them back up, I'm
12 happy to do so, but the prescreening questions, are those
13 something that are done electronically when someone is
14 submitting an application or is that something that an
15 individual is calling and actually asking those questions?
16 A. So it's done electronically during the application
17 process, and then it's reviewed during the interview process
18 just to make sure that there's nothing that we've missed or
19 maybe the candidate may have marked incorrectly. So it's
20 important to verify those during the interview in person.
21 Q. I understand. Thank you. You mentioned that one of the
22 ways that you're reviewing to ensure that discipline is done
23 correctly and a correct partnership is taken, is if a partner
24 complains about the corrective action that they've received.
25 Does Starbucks have a formal appeals process for partners to

1 use if they feel that the corrective action that they've
2 received is done unfairly?
3 A. Yes. There's an appeal process for corrective actions and
4 separations.
5 Q. Can you explain that process just briefly please?
6 A. Yes. So if a partner believes that they were written up
7 or separated and it wasn't consistent with our performance
8 management guidelines, the partner can request that their
9 separation and corrective action is reviewed. And from there,
10 our partner relations team along with myself will conduct an
11 investigation.
12 Q. And if that investigation by partner relations in
13 conjunction or in partnership with yourself determines that the
14 leader, be it the store manager or the district manager, did,
15 in fact, issue discipline corrective action unfairly and it
16 wasn't consistent with the practices, could that corrective
17 action or separation be overturned?
18 A. Yes.
19 Q. And do you need to receive the approval from the store
20 manager or the district manager to overturn or change that
21 corrective action or that separation?
22 A. No. That's done with myself and partner relations.
23 MS. NIEDECKEN: Nothing further.
24 HEARING OFFICER ANZALDUA: I just have a couple of quick
25 questions. You referenced that the recruiters, for the hourly

1 recruiter might post positions on other websites like Indeed.
2 And if a candidate has applied through that website, how does
3 that look? Do they still go through the Starbucks online
4 application?
5 THE WITNESS: Yes, it's actually our link, our hiring
6 requisition posted on those sites. So it will feed directly to
7 our recruiter site.
8 HEARING OFFICER ANZALDUA: Okay. And what levels of
9 discipline do you see, corrective actions do you see prior to
10 issuance?
11 THE WITNESS: All levels, anywhere from documented
12 coaching to find written warnings to separations.
13 HEARING OFFICER ANZALDUA: And this is prior to the
14 employee receiving it?
15 THE WITNESS: For all store managers and above, I see
16 that. For hourly partners, that's partner relations and/or the
17 district manager.
18 HEARING OFFICER ANZALDUA: Okay. And that's reviewed
19 prior to issuance?
20 THE WITNESS: That is correct.
21 HEARING OFFICER ANZALDUA: All right. Any follow-up
22 questions from either party?
23 MR. HAYES: I do have one.
24 HEARING OFFICER ANZALDUA: Go ahead.
25 **RECROSS-EXAMINATION**

1 Q. BY MR. HAYES: Ms. Bailey, in terms of -- you spoke a
2 minute ago about the appeal process for corrective action. So
3 how many times has a corrective action been overturned in
4 District 380 in the time you've been working?
5 A. There hasn't been any corrective actions overturned in
6 380.
7 MR. HAYES: Okay. Nothing further.
8 HEARING OFFICER ANZALDUA: Ms. Niedecken, anything?
9 MS. NIEDECKEN: Nothing further from me, no.
10 HEARING OFFICER ANZALDUA: Okay. Ms. Bailey, I don't have
11 any additional questions. Thank you for your time and your
12 testimony, and you're free to leave the hearing.
13 THE WITNESS: Thank you.
14 MS. NIEDECKEN: Thank you.
15 **(Witness excused.)**
16 HEARING OFFICER ANZALDUA: Okay. Let's take a 5 minute
17 break real quick, and then we'll come back on the record. And
18 then it's my understanding the Employer doesn't have any more
19 witnesses?
20 MS. NIEDECKEN: Well, I think that whether we have any
21 more witnesses may be dependent upon the decision to admit our
22 expert witness as an expert or not. So if the answer's going
23 to be that individual not be deemed an expert, we may have one
24 more witness.
25 HEARING OFFICER ANZALDUA: Okay. Let me go ahead and

1 let's go off the record for -- let's do 10 minutes, and we'll
2 come back at 3:20 local time.
3 MS. NIEDECKEN: Okay. Thank you.
4 **HEARING OFFICER ANZALDUA: And we'll be off the record.**
5 **(Off the record from 5:10 p.m. to 5:22 p.m.)**
6 **HEARING OFFICER ANZALDUA: Back on the record.**
7 Mr. Hayes, you had mentioned a Board rule or regulation
8 that prohibited receiving expert witness testimony. I wasn't
9 able to find that. If you want to point that out to me, you
10 may before my ruling on whether or not Ms. Turner's testimony
11 as an expert witness or not.
12 MR. HAYES: Yeah, Mr. Hearing Officer, my objection and
13 argument is based on the fact that there is no authority in the
14 Hearing Officer's Guide relating to expert witness testimony at
15 all. I'm aware there's, you know, there's the Federal Rule and
16 there's authority about Administrative Law Judges and, you
17 know, accepting witness testimony but I'm not aware of any --
18 allowing it in a pre-election hearing like this one presumably
19 because it's viewed as over litigating what's supported to be a
20 relatively straightforward hearing. So that's what my
21 objection is based on.
22 HEARING OFFICER ANZALDUA: Okay. All right. in the
23 *Casehandling Manual* for representation proceedings, states that
24 I should make a ruling on any motions made during the hearing.
25 So we'll do that, and based in part on Federal Rule of Evidence

1 702, I find that the testimony of Abby Clay Turner to be
2 testimony provided by an expert witness in this matter. The
3 witness' scientific, technical or other specialized knowledge
4 will help the trier of fact and/or the Regional Director in
5 this case in making a decision and the issuance of any decision
6 that issues. The testimony is based on sufficient facts or
7 data in the record that has been admitted into the record, and
8 the testimony is a part of the reliable principles and methods
9 that Ms. Turner applied in creating what is Employer's Exhibit
10 212, her report based on the data in the record.
11 Given that, I will grant the Employer's verbal motion made
12 on the record to treat Ms. Turner as an expert witness.
13 Is there anything further from the Employer at this time?
14 MS. NIEDECKEN: Thank you. No, the Employer rests subject
15 to rebuttal testimony.
16 HEARING OFFICER ANZALDUA: And, Mr. Hayes, is it still the
17 Petitioner's plan to have its witnesses available tomorrow?
18 MR. HAYES: Yes, that's right.
19 HEARING OFFICER ANZALDUA: Okay. All right. So if
20 there's nothing further, we'll go ahead and close the hearing
21 for today, and then reconvene at 9 a.m. tomorrow, December 14th.
22 **(No response.)**
23 **HEARING OFFICER ANZALDUA: Hearing no objection to that,**
24 **let's close the record or sorry, go off the record.**
25 **(Whereupon, at 5:24 p.m., the hearing in the above-entitled**

1 **matter was adjourned, to continue Tuesday, December 14, 2021, at**
2 **9:00 a.m.)**
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1 **CERTIFICATION**

2 This is to certify that the attached proceedings before
3 the National Labor Relations Board (NLRB), Region 28, in the
4 matter of **STARBUCKS CORPORATION**, Case No. 28-RC-286556, via
5 videoconference, on December 13, 2021, was held according to
6 the record, and that this is the original, complete, and true
7 and accurate transcript that has been compared to the
8 recording, at the hearing, that the exhibits are complete and
9 no exhibits received in evidence or in the rejected exhibit
10 files are missing.

11

12

13 _____

14 Zinah Shawket

15 Official Reporter

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

In the Matter of: **STARBUCKS CORPORATION,** Employer, and **WORKERS UNITED** Petitioner.	Case Nos. **28-RC-286556**

The above-entitled matter came on for hearing pursuant to notice, before **FERNANDO ANZALDUA**, Hearing Officer, at the **National Labor Relations Board, Phoenix, Arizona, via Zoom,** on **Friday, December 14, 2021,** at **9:00 a.m., Mountain Standard Time.**

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I N D E X

WITNESSES	DIRECT	CROSS	REDIRECT	RECROSS	VOIR DIRE
Elizabeth Alanna	282	302	327	--	--
Michelle Hejduk	330	347	359	--	--
Brittany Harrison	363	410	456	--	--

1 **E X H I B I T S**

2 **EXHIBIT**	**FOR IDENTIFICATION**	**IN EVIDENCE**
3 BOARD'S		
4 B-5	462	462
5		
6 EMPLOYER'S		
7 E-215	449	450
8 E-216	449	452 - rejected
9 E-217	443	446
10		
11 PETITIONER'S		
12 P-201	361	361

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1 **P R O C E E D I N G S**

2 **(Time Noted: 9:17 a.m.)**

3 HEARING OFFICER ANZALDUA: All right. We're back on the
4 record this morning, and then off the record we had
5 discussions, the parties had discussions about subpoena
6 production from the Petitioner to the Employer in regards to
7 weekly schedules, and then we also had discussions about the
8 role that recruiters play in this district. If either of the
9 parties want to put any of that on the record, they're free to
10 do so now, but our discussions, you know, prior to going on
11 were off the record, so Petitioner, do you want to say anything
12 about those two issues?

13 MR. HAYES: No, I don't think we have to say anything. I
14 would like to offer the weekly schedule document that the
15 Employer produced to the Union in response to a subpoena. I
16 can mark that as Petitioner Exhibit 201 and email it to the
17 parties. Do --

18 HEARING OFFICER ANZALDUA: Yeah.

19 MR. HAYES: Should we do that now or later?

20 HEARING OFFICER ANZALDUA: Whenever you feel that you --
21 if your witness is going to testify about it then we should
22 probably do it now. If not, we'll do that later.

23 MR. HAYES: Okay. We can do it later.

24 HEARING OFFICER ANZALDUA: Okay. Ms. Niedecken, anything
25 on those two issues that we discussed off the record?

1 MS. NIEDECKEN: The only thing I would like to have on the
2 record is first in response to the subpoena. Off the record we
3 agreed that the document be produced were responsive and that
4 Petitioner was not going to seek any further documents so that
5 issue is closed. And on the second issue, the request of the
6 Petitioner without a subpoena to have some documents provided
7 related to the recruiters and conversations the recruiters had
8 with applicant. We also responded to that request even without
9 a subpoena and Mr. Hayes indicated that he was not going to
10 seek additional documents, so those two issues are both
11 resolved.
12 HEARING OFFICER ANZALDUA: Okay. Given that, Mr. Hayes,
13 the Union's witness?
14 MR. HAYES: Yes, the Union calls Elizabeth Alanna.
15 HEARING OFFICER ANZALDUA: Hello, Ms. Alanna. Can you
16 raise your right hand?
17 (Whereupon,
18 **ELIZABETH ALANNA**
19 was called as a witness by and on behalf of the Petitioner
20 and, after being first duly sworn, was examined and testified
21 as follows:)
22 HEARING OFFICER ANZALDUA: And can you go ahead and state
23 and spell your name for the record?
24 THE WITNESS: Elizabeth, E-l-i-z-a-b-e-t-h, Alanna,
25 A-l-a-n-n-a.

1 HEARING OFFICER ANZALDUA: Mr. Hayes, you can proceed.
2 MR. HAYES: All right.
3 **DIRECT EXAMINATION**
4 Q. BY MR. HAYES: Liz, where do you work?
5 A. Starbucks.
6 Q. Okay. And at which store do you work?
7 A. I work at the Power and Baseline location, 5601.
8 Q. How long have you worked there?
9 A. Around four years.
10 Q. Okay. Have you worked at any other Starbucks location
11 before that?
12 A. I have. I worked at two in the Chicago land area and one
13 in Tucson, Arizona.
14 Q. So for how long total have you worked for Starbucks?
15 A. I'm coming up on nine years.
16 Q. And what is your title now?
17 A. Shift supervisor.
18 Q. How long have you been a shift supervisor?
19 A. I was a shift supervisor in Chicago for about three years
20 and I've been a shift supervisor at Power and Baseline for
21 about one year.
22 Q. Okay. So if I understand you right, the first three years
23 at Power and Baseline you were a barista, is that right?
24 A. Correct.
25 Q. And at some point were you a barista trainer?

1 A. I trained to be a barista trainer as part of my movement
2 up to shift supervisor.
3 Q. So when was that?
4 A. That was in probably January of 2021.
5 Q. And when did you actually become a shift supervisor?
6 A. I believe that was in March of 2021.
7 Q. All right, Liz, so generally how would you describe the
8 role of a store manager generally?
9 A. The store manager is the kind of like the top person in
10 the chain, then the shift supervisors are below. So the shift
11 supervisors go to the store manager for any complaints or
12 issues and then the baristas are underneath the shift
13 supervisors, so the shift supervisors take care of the
14 baristas, and the store manager is the type of the pyramid.
15 Q. All right. So do you have a store manager at the Power
16 and Baseline store now?
17 A. We have two store managers right now.
18 Q. You said two store managers?
19 A. Yes.
20 Q. And what are their first names?
21 A. Cassie and Anthony.
22 Q. And how long have there been two managers?
23 A. I believe Anthony was assigned last week, so probably two
24 weeks' worth of two store managers.
25 Q. Okay. And before that was there only one store manager?

1 A. Correct.
2 Q. And how long was that person store manager?
3 A. Cassie?
4 Q. Yes.
5 A. Cassie is a store manager by herself for about three
6 weeks, two weeks.
7 Q. Okay. And who was the store manager before Cassie?
8 A. Brittany Harrison.
9 Q. How long was Brittany the store manager?
10 A. I believe about four months.
11 Q. And who was the store manager before Brittany?
12 A. J.R. Bowling.
13 Q. J.R. Bowling. Could you spell that?
14 A. Yes, but it's just the letters J and R, and then last name
15 Bowling, B-o-w-l-i-n-g.
16 Q. Okay. And for about how long was J.R. the store manager?
17 A. He was there before I got to the store, and I think that
18 he was total at Power and Baseline around four years.
19 Q. All right. So, Liz, I'm going to ask you about a series
20 of managerial duties and who was doing what at the Power and
21 Baseline store, and when I ask you these things, I'm asking
22 about your experience for your entire time at Power and
23 Baseline, but not at the other stores in the Chicago area,
24 okay?
25 A. Okay.

1 Q. All right. So who is responsible for hiring new employees
2 at the store?
3 A. The store manager.
4 Q. And how do you know that?
5 A. I've witnessed the store managers have interviews in the
6 lobby and then discuss with me afterwards, oh, this person's
7 going to work out, or this person's great, we're going to hire
8 them.
9 Q. If you could estimate at about how many times have you
10 seen a store manager do an interview at the store.
11 A. I've probably seen J.R. do an interview at least three
12 times a month over the three years that I was with him, and I
13 saw Harrison do I believe three interviews while I was there
14 with her.
15 Q. Have you seen store managers do anything else related to
16 interviews?
17 A. I have -- we've been instructed to hand resumes to store
18 managers, so if someone walks in in person we can ask them a
19 few questions and then give their resume and their phone number
20 maybe to the store manager.
21 Q. Okay. So have you seen anyone other than the store
22 manager conducting an interview at the store?
23 A. I've seen an ASM who was studying closely with the store
24 manager do a couple of interviews.
25 Q. And in those interviews, was the store manager also there?

1 A. There were a few interviews, so sometimes the ASM would do
2 it by themselves and then the store manager would follow after.
3 They would do it by themselves or they would sit there
4 together.
5 Q. Have you seen two store managers so an interview together?
6 A. Not in our store.
7 Q. Are you aware of someone with the title of recruiter being
8 involved in the interview process itself?
9 A. I am not.
10 Q. Have you ever seen a district manager involved in an
11 interview at the store?
12 A. I've never seen a district manager do an interview in our
13 store.
14 Q. Who is responsible for terminating employees at the store?
15 A. The store manager.
16 Q. And how do you know the store manager's responsible for
17 that?
18 A. As a shift, I'm privy to conversations and give my
19 personal feedback on how people are working on the floor, and
20 I've had personal conversations with J.R. about if someone was
21 doing something that was a fireable offense.
22 Q. So if you can remember an example of something that J.R.
23 said specifically related to termination, what would that be?
24 A. Yeah, there was one instance where a barista came to work
25 inebriated and that was a fireable offense. He came and

1 disrupted everyone and so J.R. let us know as baristas and
2 shifts that, you know, that was not appropriate and he would be
3 taking appropriate action, and that person was separated.
4 Q. Okay. And how do you know that person was separated?
5 A. We were told that they were let go and they never came
6 back to work?
7 Q. Who told you that?
8 A. J.R.
9 Q. Okay. Are you aware of anyone else being terminated while
10 you've been at the Power and Baseline store?
11 A. I don't -- not off the top of my head I don't think so.
12 Q. So what about outside of termination? Who's responsible
13 for issuing other kinds of discipline which might also be
14 called corrective action?
15 A. The store manager.
16 Q. And how do you know that?
17 A. If I have an issue with a barista, I have to talk to the
18 store manager to discuss what a corrective action would be and
19 I'm not allowed to have a corrective action conversation with
20 them.
21 Q. Meaning you as a shift supervisor.
22 A. Correct.
23 Q. Okay. How frequently do you have to have those kinds of
24 conversations with the store manager?
25 A. Rather frequently. People come late and that should be a

1 corrective action or a checkmark off for them. And then people
2 sometimes might have attitude personality situations that you
3 would talk to the store manager about to see how we could work
4 with that person.
5 Q. Are you able to estimate how frequently you have to have a
6 talk with the store manager along those lines? Like is it once
7 a week? Once a month?
8 A. Oh, once a week.
9 Q. And have you talked to anyone other than a store manager
10 about potential discipline?
11 A. No.
12 Q. Have you ever seen anyone other than the store manager
13 issuing discipline at the store?
14 A. No.
15 Q. Are you aware of a tool called the virtual coach tool
16 that's used for discipline?
17 A. I am not.
18 Q. Who conducts orientation of new employees at the store?
19 A. The first sip orientation meeting is the store manager.
20 Q. And how do you know the store manager does that?
21 A. I've witnessed them sit in the lobby with the new hire and
22 I've made coffee for them before that they taste.
23 Q. Have you ever seen anyone other than a store manager do
24 the first sip orientation?
25 A. Only an ASM.

1 Q. Okay. Have you ever seen a district manager do it?
2 A. No.
3 Q. All right. You said a couple minutes ago that you were a
4 barista trainer, correct?
5 A. Yes.
6 Q. So as a barista trainer, how do you carry out training of
7 other baristas?
8 A. There is a handout that shows you the module that everyone
9 has to go through. So it clearly states what computer module
10 the barista will watch and interact with, and then as a barista
11 trainer, I'll take them away from the computer and bring them
12 on the floor and do a hands on of what they just witnessed on
13 the computer.
14 Q. Okay. And in doing the hands on portion of that, are you
15 following a script?
16 A. There's no written scripts for what words have to come out
17 of my mouth. My personal experience and me teaching them the
18 corporate standard of each module.
19 Q. All right. Who's responsible for promotion of employees
20 at the store?
21 A. I'm pretty sure it starts with the store manager and then
22 they get approval from the district manager.
23 Q. And how do you know that that's the process?
24 A. In my case, I was working with J.R. and he told me -- we
25 worked together, and then he said, okay, you are ready to

1 become a shift supervisor, and he just needed to get the
2 approval from Tricia, the district manager.
3 Q. Did you approach J.R. about potentially being promoted?
4 A. I did. We had an opening shift that was leaving the
5 store, and I worked the same days at that person, so I thought
6 it would be an easy transition since I've been a shift
7 supervisor before.
8 Q. Do you know if other employees at the store have
9 approached the store manager about potentially being promoted?
10 A. Absolutely. I think that people are always thinking about
11 their next move and how to move up, and I know plenty of people
12 that have wanted to, even within the last few months.
13 Q. Okay. And have those people approached anyone other than
14 the store manager about that as far as you know?
15 A. No.
16 Q. Who sets the schedules in the store?
17 A. The store manager.
18 Q. And how do you know the store manager does that?
19 A. I've witnessed the store manager working on schedules in
20 the lobby on their admin day on Mondays. I work on Monday
21 mornings. They're usually there on Monday morning. J.R. and
22 Brittany both, and I've had conversations where I might have
23 forgot to ask something off, request a day off, and I've got --
24 like went up to J.R. in the lobby and said are you working on
25 this week? I need this one day off, and then he's been able to

1 accept or deny that request based on what he -- how his
2 schedule was working.
3 Q. So first of all when you say they're working the lobby,
4 that means they're working on the floor of the Starbucks store,
5 correct?
6 A. Right. They'll sit in the café part at a table with their
7 corporate laptop and papers in front of them.
8 Q. So if you're working that day, you're able to observe them
9 at least to some extent.
10 A. Correct.
11 Q. Now when you say that they're working on the schedules,
12 what specifically are they doing as far as you know?
13 A. Well, usually J.R. would have printed out schedules laid
14 in front of him on paper, and then you would see scribbles of
15 how he might switch people around to fill in different shifts
16 when people were requesting off certain days.
17 Q. And I mean are you able to see those sheets or how do you
18 know that that's exactly what he's doing?
19 A. I have. It's the same sheet that gets printed in the back
20 room once the schedule is finalized, so it's like he has a
21 print off of that sheet with everyone's name on it and every
22 day of the week and their schedule, and then he has his writing
23 on that paper that he's working on.
24 Q. And when a schedule is finalized, do you know who actually
25 posts it from the store?

1 A. The store manager.
2 Q. And how do you know that?
3 A. I've witnessed him print it off and put it on the
4 refrigerator.
5 Q. Liz, do you use the Playbuilder tool?
6 A. Upon occasion.
7 Q. Okay. How frequently would you say you use it?
8 A. I only use it if we -- if I have a certain number of
9 partners that I'm not used to having. So if a couple people
10 call out and I only have four people working, I might check the
11 Playbuilder tool to see if they have a good idea on where to
12 place just four people. Or if I have way more people than I
13 normally have working in that shift, I'll check the computer to
14 see where they say these extra bodies should go.
15 Q. So if you're the play caller for a certain day, and you
16 don't use the Playbuilder tool, how do you assign people to
17 their respective roles that day?
18 A. I -- usually now at the point where I'm at as a shift
19 supervisor, I tell them -- I check in with them when they come
20 on the clock and see how their day is going and then I tell
21 them where they're going to go, and I place them in my head.
22 Q. Yeah, that's what I'm asking about. How -- I mean, if
23 you're able to speak to this, what do you take into
24 consideration and place them in your head?
25 A. Oh, yeah. I take into consideration people's strengths

1 and weaknesses in the different positions on the floor. So if
2 someone is a great personality and they like to talk to
3 customers, I would place them in a customer facing position.
4 If -- there are people that are very fast and very efficient at
5 making drinks, I would place them in bar position. And there's
6 certain people that are great at being able to help and flex to
7 different parts of the floor, and those people I would place in
8 light a support role to where they could jump up and ring at
9 the front register, or they could jump in and make a
10 Frappuccino if we needed.
11 Q. From what you've been able to see, do the store managers
12 use the Playbuilder tool?
13 A. Not every day.
14 Q. Do they use it in about the same frequency as you do?
15 A. I think yes if something is different from a normal day
16 because you can select the number of partners and it tells you
17 where to put them.
18 Q. All right. Do you know if the store managers are aware
19 that you do not use the Playbuilder tool every day?
20 A. Yes.
21 Q. And how do you know that?
22 A. They work with me on the floor, so they've seen me not
23 look at the iPad.
24 Q. Are you aware of anyone being disciplined for not using
25 the Playbuilder tool on a day when they're the play caller?

1 A. No.
2 Q. The store has a time tracking system that -- where you
3 punch in and out for the day, correct?
4 A. Yes.
5 Q. Are there times when that system is down?
6 A. Yes.
7 Q. So if the system is down, how do you punch in and out?
8 A. There's a big book that has handwritten punches if
9 something like that were to occur.
10 Q. Okay. And then how do those adjustments in the book go
11 into the electronic system?
12 A. Weekly the store manager checks that book and puts them
13 into the computer system. I think it's usually on Mondays when
14 they're doing the payroll.
15 Q. How do you know it's the store manager doing that?
16 A. Their initials are -- they have to initial next to each
17 punch in the book once they put it in the computer.
18 Q. Okay. Have you ever seen anyone other than a store
19 manager's initials next to those entries?
20 A. An ASM.
21 Q. An ASM. Anyone else?
22 A. No.
23 Q. What's the process for requesting a day off at your store?
24 A. There's a website called Teamworks and you log in and then
25 select the day that you, or, you know, a couple of days that

1 you want to request off. And then you have to give a reason
2 why and you send it in for approval, and then the store manager
3 reads those, and will hit approved or denied and you can see
4 who is approved by. Their computer log in will say Brittany
5 Harrison approved this time off request.
6 Q. It says that in the Teamworks app?
7 A. Yes. Once it has been approved, you can go back and check
8 and it says the name of the person who approved it.
9 Q. Have you ever seen the name of someone other than a store
10 manager approve or deny a request?
11 A. No.
12 Q. All right. Is it the same process if there's fewer than
13 three weeks' notice for a day off request?
14 A. The computer doesn't allow you to request anything before
15 21 days, so if you had an emergency request, you would contact
16 the store manager about that.
17 Q. Okay. Would you contact anyone other than the store
18 manager in that case?
19 A. No.
20 Q. At the Power and Baseline store, do you hold performance
21 development conversations?
22 A. I've had two in the four years that I've been there.
23 Q. Okay. I think this is probably somewhere else in the
24 record, but just tell us quickly what generally is that
25 conversation? What does it involve?

1 A. Well, I've only had two, and they were both with J.R., and
2 it was very informal and he asked how I felt I was doing, and
3 then he gave how he felt I was doing, and then he gave time for
4 me to ask him any questions.
5 Q. Okay. And that was it?
6 A. Yes.
7 Q. Are you aware of someone other than a store manager
8 holding one of these conversations with an employee?
9 A. No.
10 Q. So, Liz, if you as the shift supervisor have a concern
11 about an employee's conduct, who would you speak to about that?
12 A. The store manager.
13 Q. And how do you know to go to the store manager?
14 A. Well, we have weekly meetings with the shift supervisors,
15 and we've been told or asked by the store manager how are
16 things going, is anyone causing you a problem, so I would take
17 those questions as I should go to a store manager if I had more
18 issues than outside of the meeting day.
19 Q. Have you actually had to bring a concern to a store
20 manager before?
21 A. I have.
22 Q. I don't -- obviously don't want you to name any names, but
23 just generally what was that concern over?
24 A. Sure. Actually just a couple months ago I had a concern
25 with another shift supervisor, so I open the store and they

1 close the store, and I walk into what they had set up the store
2 to be. So I was concerned with, you know, overflowing trashes
3 and things not being prepped the way that we normally would
4 standard wise, and it had happened multiple times. So I just
5 reached out to that closing shift and I said, hey, here's a
6 picture of this full trash can that you guys didn't get to, and
7 it's becoming a regular issue, and that person started to
8 attack me via the text or the chat. So I just stopped talking
9 to them, screenshot what they sent me and sent it to Brittany,
10 the store manager, and said I need help fixing this situation
11 with this partner.
12 Q. And do you know what the store manager did in response to
13 that?
14 A. Yes, the next day Brittany held a table conversation where
15 we sat down, myself, that closing shift and Brittany and had a
16 conversation about the issue and how we wanted to resolve that
17 issue.
18 Q. Was anyone else in that meeting?
19 A. No.
20 Q. Liz, I want to ask you about ordering daily supplies at
21 the store. Are you involved in that process as a shift
22 supervisor?
23 A. Yes.
24 Q. Just tell us generally what's your involvement in that
25 process?

1 A. Sure. Every day we get a shipment. I unbox the shipment
2 and put it away. That way I know what is inside the store, and
3 then I get on the computer and I open up an order that is
4 already created in the computer system and then I go through
5 each line item and I order what we're going to need for two
6 days in advance. So I look at what's in the store, I look at
7 what's going to come in tomorrow, and I add those two things
8 together and then I order up to a certain par so that hopefully
9 we'll use products today, we'll use product tomorrow, and then
10 my shipment will come in the next day.
11 Q. And how do you know what the par is for a certain item?
12 A. The store manager has put up pars underneath each box item
13 that's sitting in the back room and we also have a par sheet
14 that has how much milk we should order.
15 Q. Okay. And do you know how those pars are actually
16 determined in the first place?
17 A. I don't know the specifics. The store manager goes on the
18 computer and gives me a list.
19 Q. So does the store manager set the par?
20 A. Yes.
21 Q. Now you just described opening up an order that you're
22 going to place. Are there numbers of items automatically
23 generated for each line item on that order?
24 A. Yes, in the very right hand column where I place my
25 numbers, there is already a number populated there that I then

1 go and change.
2 Q. How often do you have to change those automatically
3 generated numbers?
4 A. Upwards of like 80 to 85 percent of the time.
5 Q. All right. So if you need to -- if you're scheduled to
6 work a shift in the store -- again, we're still -- I'm only
7 asking about the Power and Baseline store, you're scheduled to
8 work a shift, and you find out for whatever reason you're not
9 able to work it, how do you find coverage for that shift?
10 A. I would normally reach out to the other shift supervisors
11 from our store. I have a smaller pool of people that can cover
12 me because I'm a shift, so I would ask them first and then I
13 would also reach out to the store manager and tell them exactly
14 what I'm doing. I'm texting so and so and asking them that I
15 have an emergency, I'm not going to be able to come in
16 tomorrow, so I'm trying to look for coverage. And then if no
17 one from the shift team can cover me, I will post my shifts in
18 the GroupMe chat that we have for the district and say shift
19 supervisor needed 4:00 to 12:00 this day, this store, and then
20 there's also a Facebook group with people, I believe more than
21 just our district, like more districts surrounding in a
22 Facebook group. And I can -- I'll post in that post as well
23 because not everyone's in the GroupMe, and not everyone's in
24 the Facebook, either.
25 Q. So if someone responds on the GroupMe group text or the

1 Facebook group and says, yeah, I want to take that shift, is
2 that their choice to do that?
3 A. Yes.
4 Q. Have you ever been ordered to work at a store other than
5 your home store?
6 A. I have not.
7 Q. Have you ever heard of someone being disciplined for
8 refusing to work at another store?
9 A. No.
10 Q. How often do you personally pick up shifts at other
11 stores?
12 A. I don't anymore. Before I had kids I might pick up a
13 shift if my store manager never -- didn't give me the 20 hours
14 that I needed for benefits, and now that I have kids I don't
15 pick up any shifts because I don't have care, like child care.
16 Q. Do you know what the process is for permanently
17 transferring to a different home store?
18 A. Yes, I've done it. I've done it three times. You go on
19 the computer, printout a transfer sheet, and then you fill out
20 your information, you give it to the store manager who then
21 approves or denies it, and then they give it to the district
22 manager to sign it at the end. You also have to have approval
23 of the store manager that you want to transfer to.
24 Q. Is that how the process has worked the three times that
25 you've done that?

1 A. Yes.
2 Q. So, Liz, generally from what you've seen, what is the role
3 of the district manager at the Power and Baseline store?
4 A. Yeah, from what I've seen, the district manager checks in
5 on the stores from time to time. I've probably see Tricia like
6 once or twice a year. Prior to us having Brittany there as the
7 store manager, so when J.R. was store manager for the three
8 years before, or three-and-a-half years, I probably saw Tricia
9 once or twice a year. And she usually would have a meeting
10 with J.R. in the lobby and she would come and point out things
11 that she didn't feel were standard or maybe were not clean, and
12 she might chat with the partners a little bit.
13 Q. When you say chat with the partners, what was she talking
14 about?
15 A. So usually -- there's two chats you can have with Tricia.
16 You can have the chats of what she wants you to fix in the
17 store right now, so this part of the lobby is dirty, the
18 bathroom looks terrible, why are there two people on break
19 right now, you need to find -- you need to have people working
20 on the floor. And -- or you could have a chat about like your
21 daily life, like her trying to find out things about you, so
22 she's asking about my kids, and I've been pregnant at the store
23 twice now, so she's asked me about how I was doing.
24 Q. I should clarify, this is Tricia Lowder, correct?
25 A. Yes.

1 Q. L-o-w-d-e-r?
2 A. Yes.
3 Q. So those visits that you described Tricia as having at the
4 store, about how long did each visit last?
5 A. I mean, there's only been a few, and I feel like she's
6 been there for a few hours. I work very early so I leave at
7 12:00, so usually if she is there, she's still there when I
8 leave.
9 Q. And did you say that the frequency of her visits has
10 changed?
11 A. Yes. So prior to Brittany being the store manager, I only
12 saw her once or twice a year. I saw her have a couple meetings
13 with Brittany in the lobby while she was here for that four
14 month period, and after Brittany what -- once Brittany wasn't
15 the store manager --
16 HEARING OFFICER ANZALDUA: All right. Ms. Niedecken, I
17 think you can proceed.
18 MS. NIEDECKEN: Thank you.
19 **CROSS-EXAMINATION**
20 Q. BY MS. NIEDECKEN: Good morning, Ms. Alanna. Did I say
21 that right, Alanna?
22 A. Yes.
23 Q. Okay. Thank you. I'm Brock Niedecken and I represent
24 Starbucks. I have just a couple of questions for you today
25 just to make sure that I understood your testimony. And you

1 may have just gone through this so quickly I didn't write it
2 down, so I apologize, but you have been with Starbucks -- when
3 did you start with Starbucks? You said four years ago?
4 A. No, I started like eight-and-a-half years ago.
5 Q. Okay. And you started as a barista.
6 A. Correct.
7 Q. And that was in Chicago?
8 A. Yes.
9 Q. And then you were a shift supervisor in Chicago as well?
10 A. Yes.
11 Q. And then in 2018 you transferred to Arizona as a barista?
12 A. I think in 2017 I transferred as a barista. They didn't
13 have any open shift positions in Tucson.
14 Q. Okay. So you transferred to Tucson as a barista. It
15 steps down one step, and then before you transferred to Tucson
16 when you put in that transfer request, did you meet with the
17 store manager and the district manager before that transfer
18 happened?
19 A. I met with my store manager and I had phone calls with the
20 --with potential new store manager in Tucson.
21 Q. Okay. So you met with the store manager of the store that
22 you were transferring to and you had phone calls with some
23 other store manager in that district?
24 A. Um-hum.
25 Q. Okay. Did you have a conversation with the district

1 manager as well via phone or in person?
2 A. Yes.
3 Q. Okay. And then after you transferred to Tucson, did you
4 -- and then you transferred to the Power and Baseline store in
5 2018 as a barista.
6 A. Yes.
7 Q. Okay. And then after you transferred as a barista you
8 were there for it looks like a few years and then you became a
9 shift supervisor again?
10 A. Yes.
11 Q. Okay. Sorry, I just wanted to make sure I got that down.
12 Okay. So -- and you said I think you took a couple leaves of
13 absence while at the Power and Baseline store?
14 A. I had a maternity leave at Power and Baseline and then I
15 am on my second maternity leave right now.
16 Q. Well, congratulations.
17 A. Thank you.
18 Q. And did that leave start on I think December 7?
19 A. Yes.
20 Q. So you haven't been in the store or aren't aware of what's
21 happening in the store since your leave started since
22 December 7.
23 A. I have my partners that have told me what's going on in
24 the store, but I haven't been physically working since the 7th.
25 Q. Sure. And separate and apart from what people may tell

1 you, you haven't physically been there. You have no personal
2 knowledge, right?
3 A. Correct.
4 Q. Okay. Okay. I want to talk just a little bit about some
5 of the things that you spoke to Mr. Hayes about and I may take
6 these out of order, so bear with me. We talked a little bit
7 about a shift supervisor what your job duties are and what you
8 do as a shift supervisor, and he talked about being a play
9 caller, and using the Playbuilder tool. Do you remember that
10 testimony?
11 A. Um-hum.
12 Q. And you said I use it if there's a number of partners on
13 my shift that is unusual for me, meaning I just don't know
14 where to put everybody, but typically if there's a normal
15 number of partners, I already know what the Playbuilder tool is
16 going to tell me and I know where they go. Is that a fair
17 assessment of what your testimony was?
18 A. Yes.
19 Q. And you know the partners that work in your store, and you
20 know their personalities, and you know best where they're going
21 to fit, and so you sort of decide who goes where.
22 A. Yes.
23 Q. Okay. And when you are the play caller, do you also
24 direct the store manager and an ASM if there were an ASM if
25 there is one, as to where they go if they're actually working

1 on the floor in coverage hours?
2 A. Out of courtesy I would ask them where they would like to
3 go, and then normally they tell me wherever I need them to go
4 and then I direct them.
5 Q. Okay. And that's something that if you're the play caller
6 for the day, you know, assuming that they aren't being
7 difficult, you have the ability to tell them, you know, hey, I
8 need you here, I need you in this spot or I need you to move to
9 this spot.
10 A. Yes.
11 Q. And I think you said you work the early shift so you --
12 you work open to about noon?
13 A. Yes.
14 Q. Okay. And is there -- is the store manager always there
15 when you are there or is there sometimes no store manager
16 there?
17 A. There is sometimes no store manager.
18 Q. And if there isn't a store manager, is there sometimes an
19 assistant manager?
20 A. Sometimes.
21 Q. And sometimes neither of them are there and you are in
22 charge.
23 A. Correct.
24 Q. Because you know the store so well and you know your
25 partners in your store so well, if there's a new shift

1 supervisor, would you expect them to have to reference the
2 Playbuilder probably more often than you do because they just
3 don't know the layout, they don't know the partners quite as
4 well?
5 A. Yes, especially if they don't know the partners.
6 Q. Right. So it's a tool that you already have memorized in
7 your head, that's why you don't need to refer to it because you
8 just know what it's going to say.
9 A. The Playbuilder iPad system was not around when I was a
10 shift before, so I'd say my personal previous knowledge is --
11 has been more helpful than the IPad, but I have checked what it
12 says.
13 Q. All right. Thank you. I want to talk just a little bit
14 about -- you talked about some complaints, there's some issues
15 where you had an issue and you've gone to your store manager
16 and you said how that issue was resolved. If a partner be it a
17 barista, shift supervisor, a store manager, and assistant store
18 manager has an issue or a complaint, they can go to the Ethic
19 and Compliance Hotline and file a complaint, correct?
20 A. They can. I personally have called that actually very
21 recently because I had a personal conflict with the amount of
22 people that our district manager wanted to put on a holiday
23 meeting. And it didn't seem COVID safe to me, and so I called
24 like the Ethics and Compliance and they told me -- they asked
25 me right away if I talked to my store manager about it, and

1 then they asked me if I had asked my district manager about it,
2 and I said I didn't talk to the district manager because she's
3 the one who made it so I'm calling you.
4 Q. Fair, fair, but that is a resource that is available for
5 you to call and you've actually used that resource, correct?
6 A. Yes.
7 Q. And there's also the ability to call Partner Relations
8 with a complaint or an issue to discuss that with a Partner
9 Relations resource?
10 A. Yes.
11 Q. Or you could call your PRM, which is Partner Resource
12 Manager, correct?
13 A. I had not met or heard of that person until the middle of
14 November of this year.
15 Q. Okay. But now you know that that's a resource you can
16 contact if you have complaints or issues that you need help
17 with?
18 A. Yes.
19 Q. And I think you said this, but I just want to be clear,
20 you can also call the district manager with complaints or
21 issues if you so choose.
22 A. Yes.
23 Q. And I think you gave an example of an issue that you had
24 with another partner and you said you called the store manager
25 and then the next day the store manager had a meeting between

1 the partner -- yourself and the partner that you had the issue
2 with to talk about that, correct?
3 A. Yes.
4 Q. You don't know if the store manager contacted the district
5 manager of Partner Relations or the PRM to talk about your
6 complaint or your issue and discuss with them how to best move
7 forward, do you?
8 A. I don't.
9 Q. They could have. You just weren't part of that
10 communication.
11 A. Correct.
12 Q. All right. I'm just looking at some notes to make sure I
13 get everything here. You talked a little bit about hiring and
14 you said that you said the store manager do some interviews,
15 you also saw the assistant store manager do interviews in your
16 store, correct?
17 A. Yes.
18 Q. And those applicants could also have been interviewed by
19 store managers at other stores, you just don't have any
20 awareness or any visibility to those conversations.
21 A. I have conversations with store manager if it's a person
22 that has come in and we got their resume and then my manager
23 said I'm calling them directly, they're going to come on
24 Saturday at this time. That's not every single person that
25 interviews, so I could not have information background for

1 other people.
2 Q. Sure. And I guess my point is you see the interviews or
3 your store manager tells you I'm going to interview this
4 person, but they could also be interviewing with the store
5 manager at another store, you just wouldn't see that or know
6 about that.
7 A. I wouldn't see that.
8 Q. Okay. And they could also be interviewing with the
9 district manager and you just wouldn't see or know about that.
10 A. If it didn't happen in the store, I wouldn't see it.
11 Q. And you don't know because you wouldn't be part of those
12 conversations what conversations the store manager might have
13 with the district manager or the Partner Relations or Partner
14 Resources about an applicant before they're given an offer.
15 A. Right.
16 Q. It could happen, you're just not aware of it because it
17 didn't happen in the store.
18 A. Exactly.
19 Q. And you haven't as a shift supervisor and maybe -- I guess
20 that that's a bad question. Have you as a shift supervisor
21 conducted any interviews of potential barista or shift
22 supervisor applicants?
23 A. I've done a preliminary screening, a few questions, get to
24 know their personality, take their resume and their information
25 down and give it to a store manager.

1 Q. How many times would you say you've done that?
2 A. More than 10.
3 Q. Okay. And is that since you've been a shift supervisor?
4 A. At my time in Power and Baseline in total.
5 Q. Okay. So all 10 of those instances happened while you
6 were at Power and Baseline?
7 A. Um-hum.
8 Q. You said when you were talking about the hiring that you
9 have not seen two store manager doing interviews at Power and
10 Baseline. Have you seen two store managers conducting
11 interviews at other stores that you have worked in?
12 A. No.
13 Q. You testified earlier that you believe that the store
14 manager is responsible for deciding who is going to be
15 terminated. Do you remember that?
16 A. Yes.
17 Q. But you wouldn't know or you don't know if that store
18 manager has to talk to the district manager or Partner
19 Relations or Partner Resources before a termination decision
20 can be made, correct?
21 A. I don't know.
22 Q. And speaking of the -- you gave the example of the barista
23 who came to work intoxicated and then was later terminated. Do
24 you remember that testimony?
25 A. Yes.

1 Q. And you have no idea whether the store manager -- I
2 believe it was J.R. at the time talked to the district manager,
3 talked to Partner Relations, talked to Partner Resources or use
4 virtual coach to help guide what the results would be or what
5 the corrective action would be.
6 A. Correct.
7 Q. So he could have done all of those things, you just don't
8 know.
9 A. Correct.
10 Q. You also talked a little bit about if you have an issue
11 with a barista and you think that corrective action is
12 appropriate, or even if coaching or counseling is appropriate,
13 you would talk to the store manager about that because you
14 don't have the authority to have those conversations, do you
15 remember that?
16 A. Yes.
17 Q. Okay. If it is corrective action, you bring it to the
18 store manager's attention and then you don't know if the store
19 manager has to talk to the district manager or anyone else
20 before deciding or before implementing any corrective actions,
21 correct? That was a terrible question, let me rephrase it. I
22 apologize. My job is to ask good questions and that one was
23 really bad so let's start over. You talked about how if you
24 have an issue with a barista, you believe corrective action is
25 appropriate, you would take it -- that issue to your store

1 manager, correct?
2 A. Yes.
3 Q. And then you have no idea if the store manager does any
4 step after that, being talk to the district manager, talk to
5 Partner Relations, talk to Partner Resources or use virtual
6 coach before a decision is made to issue or not issue
7 corrective action.
8 A. I've always been told are you writing them up.
9 Q. But you don't know interim steps, right? You don't know
10 what happens between you telling the store manager and the
11 store manager then say I'm writing them up.
12 A. Correct.
13 Q. And although you don't have authority to issue a
14 corrective action, you do have the ability and are actually
15 expected to coach people on the floor, if they're doing
16 something incorrectly to tell them and redirect them as to the
17 correct way to do it, correct?
18 A. Yes.
19 Q. And if something isn't clean or something isn't being done
20 so standard. Then you have the ability and are expected to
21 direct people, direct baristas, direct those on shifts to
22 actually do those tasks, correct?
23 A. Yes. It's my job.
24 Q. Okay. Similar with the -- that you get that tells you,
25 you know, how to set the floor for a promotion or where all

1 the materials go, if they're not in the right place, it's
2 your job to help get them back into the right place and to
3 direct people to do what they need to do to get it there,
4 correct?
5 A. Yes.
6 Q. And I think you talked a little bit about the tool, the
7 virtual coach tool, and you said you'd not used it and you're
8 not aware of that tool. Do you remember that?
9 A. Right.
10 Q. That doesn't mean the store manager doesn't use it; it
11 just means that you don't use it. You weren't given that
12 authority?
13 A. I've no -- yeah, I've never been told what that is or
14 where to find it.
15 Q. Okay. It's just something that isn't part of your
16 responsibility?
17 A. Yes.
18 Q. But it could be the store manager's responsibility or
19 the district manager's responsibility?
20 A. If it exists, it could be.
21 Q. Okay. I think you talked about when you promoted from a
22 barista to a shift supervisor, I think you said you talked to
23 the store manager about wanting to promote, and then that
24 promotion was approved by the district manager before you
25 were placed in that spot. Is that true?

1 A. Um-hum. Yes.
2 Q. And it's your understanding at least that the district
3 manager approves all promotions from barista to the shift
4 supervisor?
5 A. I believe so.
6 Q. And same would be true, at least your understanding,
7 from all promotions from shift supervisor to assistant
8 manager?
9 A. I believe they need approval.
10 Q. You talked about being the store manager, writing on
11 preprinted schedules. Do you remember that testimony?
12 A. Yes.
13 Q. Those preprinted schedules that the store manager was
14 writing on, do you know where that comes from?
15 A. There's a schedule writing tool on the computer that
16 they would -- they could copy and paste shifts from previous
17 weeks and put them into the new week and then print that out.
18 Q. So the computer takes partner availability, looked at
19 what the store needs are and the hours of operation, and
20 build a draft schedule, so to speak? Is that your
21 understanding?
22 A. Yes. It should, but there's plenty of times where
23 people are placed outside of their availability, and then we
24 have to kind of cover their shift or switch it around.
25 Q. Do you have any knowledge of whether those schedules

1 need to be reviewed or approved by a district manager before
2 they're finalized?
3 A. They didn't say so. They print them out from the
4 computer in the back room and put them right on the
5 refrigerator.
6 Q. But you just don't know if, for example, the store
7 manager handwrites the changes, makes the changes, and then
8 has to go back and say, this is what I want to change it to;
9 is this fine? You don't know?
10 A. Right. I don't know.
11 Q. Because that's not something that you do?
12 A. Right.
13 Q. You were talking about the time tracking system, and I
14 think we've jumped over this, so I want to be sure:
15 Typically, when you're clocking in and out, you use the one
16 on the POS system?
17 A. On the iPad.
18 Q. On the iPad. And only if the iPad is down, you go to
19 the back room and handwrite it on the actual book?
20 A. Correct.
21 Q. And what is that book called, if you know? I forget.
22 A. DRB, I believe.
23 Q. Okay.
24 A. We'll go with that.
25 Q. But that book that you handwrite in the

1 clock-in/clock-out time, I think you said on direct that
2 sometimes the store manager will then take those entries and
3 transplant them into the electronic system on Monday, if they
4 need to. It's just a housekeeping sort of accounting,
5 bringing it over and inputting in the system what was
6 handwritten, correct?
7 A. Other times something's written in the book, it has to
8 be input into the computer.
9 Q. And I think you also said that sometimes the ASM does
10 that, takes the information from the book and transfers it
11 over to the electronic system?
12 A. If they're learning or working on scheduling at that
13 moment, they might be the one that's working on that.
14 Q. And have you ever been asked to do that, take the
15 information from the book and put it in the electronic system
16 as a shift supervisor?
17 A. No.
18 Q. Okay. When you talked about requesting days off, you
19 indicated that the expectation is that you'd do it, you know,
20 more than 3 weeks in advance and you'd do it through the
21 electronic system; you fill out a form and submit that
22 electronically. Do you remember that testimony?
23 A. Yes.
24 Q. And the more than 3 weeks is because schedules are
25 generally built out 3 weeks in advance, correct?

1 A. Yes.
2 Q. So, generally, and I understand there's exceptions to
3 every rule, but generally you know what your schedule is 3
4 weeks in advance, and they try to give -- Starbucks tries to
5 give that kind of notice for people to plan.
6 A. Yes. There's three sections on the refrigerator for
7 schedules. It would be this week, next week, and the week
8 after. So however many days that is, that's all we see.
9 Q. And once you submit that request for time off, I think
10 your testimony was when it's approved, you see the store
11 manager's initial saying that it's approved?
12 A. Their full name.
13 Q. Their full name? Do you -- and maybe you just don't
14 know. Do you know if a store manager has to discuss that
15 request for time off with anyone, partner relations, partner
16 resources, or the district manager, before approving it in
17 the system?
18 A. I wouldn't know what they did before a name appears.
19 Q. They could. You just aren't part of those
20 conversations?
21 A. Right.
22 Q. You then talked about instances where, you know, I'm
23 calling an emergency request, but it's a request that is made
24 for a day off that is less than that 3-year period, meaning
25 the schedules are rebuilt, it's already up on the

1 refrigerator, and you're looking and you're saying, oh, no, I
2 need that day off for whatever reason. And I think you said
3 I go to the store manager and tell them, I need this day off;
4 can we make that happen?
5 A. So that's not quite what I meant, I guess. So, to me,
6 an emergency request for a day off would be a schedule that's
7 not made yet, but it is before the 21 days in the computer.
8 And it's not printed on their refrigerator, so they're still
9 working on that schedule.
10 Q. Got it. So it isn't full speed yet?
11 A. Right. But the computer won't let you request it
12 because it's less than 21 days into the future.
13 Q. Right. And in those instances, I think you said you
14 went to the store manager to say I need this day off.
15 A. Correct.
16 Q. And do you know, and you may not, if the store manager
17 has to discuss that request with anyone else: partner
18 relations, partner resources, or the district manager?
19 A. I've had meetings, text conversations with Brittany for
20 the -- about those first couple weeks of November where I
21 needed time off for doctors' appointments. There were
22 immediate responses, but I wouldn't know what happened
23 between those responses.
24 Q. Okay. And you wouldn't know if J.R. or I think your
25 store manager Kathy, now, you wouldn't know what

1 conversations they would have with the DM or partner
2 relations or partner resources about those requests either?
3 A. I might have a few instances where I spoke to J.R. in
4 person on a day he was sitting in the lobby, and in that
5 instance, he would say yes and not have called anyone before
6 saying yes.
7 Q. Okay. Do you know if he called anyone after he said
8 yes, just to confirm and get approval?
9 A. I do not know.
10 Q. You talked a little bit about performance development
11 conversations, and I think you said you had two in 4 years,
12 both with J.R. So you did not have any with Brittany
13 Harrison?
14 A. No.
15 Q. And you said they were pretty informal and just talking
16 about how you think you're doing, how he thinks you're doing,
17 and were there discussions about whether you want to continue
18 to progress up to a ASM position?
19 A. That might have been a question he would've asked, but
20 it's not a desire of mine, so it wouldn't have been talked
21 about any further.
22 Q. Okay. And you also said that you haven't had any
23 performance development conversations with the district
24 manager, but you just don't know if other people had
25 performance development conversations with the district

1 manager?
2 A. The last -- or not interviews -- the last performance
3 meetings we had all took place in the back room where I was a
4 shift, J.R. would ask for a certain person, and then they
5 would go into the back. And it would be J.R. and that
6 person.
7 Q. But the district manager could have had conversations
8 with other people, and you just don't know about it?
9 A. If I wasn't there, then I wouldn't have seen it.
10 Q. Okay. And I want to make sure, at Starbucks there are
11 annual wage increases; is that correct?
12 A. It has not always been that way.
13 Q. Okay. So if there is a wage increase, the wage increase
14 is given to everyone at the same time?
15 A. That has been the last few increases.
16 Q. Okay. So for the last few years?
17 A. Yes. Maybe since COVID.
18 Q. Okay. And when those increases are given to everyone at
19 the same time, it's the same amount for each person
20 regardless of their performance issue? It's not tied to a
21 performance review, I guess, in other words?
22 And if you don't know, that's fine.
23 A. Yeah. I mean, there have been that we're all across the
24 board. The one that we just got rather recently was
25 different based on how many years you'd been in the company.

1 Q. You're right. So anybody who had been there 3 years or
2 more got the same increase; anyone who had been there less
3 than 3 years got a different increase but the same in that
4 category?
5 A. It was a percentage that was the same, which would be
6 based off of your base pay, so then those -- the cents that
7 you got would have been different.
8 Q. Okay. And that increase -- and it's easiest to talk
9 about the most recent one, right? -- that increase was not
10 tied to any performance review, meaning the shift supervisors
11 all got the same increase, assuming you had all been there
12 for more than 3 years?
13 A. Right. There was no performance review.
14 Q. Talking just a little bit about the inventory system,
15 and I think you said that you do the ordering, up to the par
16 level, for 2 days in advance.
17 A. Yes.
18 Q. And that par level, I think you said is in the computer?
19 A. No. They're printed out pieces of paper by the store
20 manager, or they have little tags underneath the boxes of
21 mocha, and it says mocha par 7.
22 Q. Okay. And you don't know how that par is set? It could
23 be set by some corporate team; it could be set by a district
24 manager. You just know what the par is.
25 A. Right. I just -- I've seen the store manager write it

1 on the tags.
2 Q. But you don't know where it comes from?
3 A. Correct.
4 Q. Okay. But you have the authority as the shift
5 supervisor to change the ordering, bump it up, bump it down,
6 based upon what you need in the store?
7 A. Correct.
8 Q. You spoke a little bit about coverage and trying to find
9 coverage for a shift if you had something come up and you
10 couldn't work one of your shifts. Do you remember that?
11 A. Yes.
12 Q. And you said, first, you would ask the other shift
13 supervisors in your store if they can cover your shift.
14 A. Correct.
15 Q. Then, if they couldn't, you would ask a shift supervisor
16 in the district if they could cover your shift.
17 A. Yes.
18 Q. And then you would go to the Facebook group, which I
19 think is broader than your district, and ask other shift
20 supervisors throughout the state of Arizona if they could
21 cover your shift.
22 A. Yes.
23 Q. And if you can't find someone to cover your shift, you
24 would then go to your store manager and say, I couldn't find
25 somebody to cover my shift.

1 A. Correct.
2 Q. And after that, it's sort of out of your hands, and your
3 expectation is that the store manager works to find someone
4 to cover that shift.
5 A. Yes.
6 Q. And you don't know then if the store manager asks the
7 district manager or other store managers to help cover that
8 shift, do you?
9 A. No.
10 Q. It could. You just don't know.
11 A. Correct.
12 Q. Excuse me. And then you said, in response to Mr. Hayes'
13 question, that you have never been directed to work in
14 another store, but you don't know if other people have been
15 directed to work in other stores. You just know you haven't.
16 A. I've seen the schedules -- for a different store a
17 handful of times, like five times.
18 Q. Okay. So you've seen where on the schedule someone is
19 scheduled at a store that is not their home store.
20 A. Correct.
21 Q. And your -- so based on that, you understand that other
22 people have been directed or scheduled at other stores.
23 A. Yes.
24 Q. You also said that you used to pick up shifts at other
25 stores, but you don't currently because you just don't want

1 to and you have childcare concerns.
2 A. Yes.
3 Q. But you know that there are people who do pick up shifts
4 at other stores.
5 A. Yes.
6 Q. On a regular basis.
7 A. Yes.
8 Q. And if you wanted to, you would have the ability to pick
9 up shifts at other stores.
10 A. Correct.
11 Q. I think you said that you used to pick up shifts at
12 other stores to make sure you got your 20 hours, because
13 that's the level at which Starbucks allows for health
14 benefits, that 20 hours.
15 A. Correct.
16 Q. You talked a little bit about the transfer process, and
17 you said the -- if you are transferring from Store A, both
18 the store manager and the district manager have to approve
19 that transfer. Do you know if the store manager and the
20 district manager of the store that you're going to also have
21 to approve that transfer?
22 A. On the paperwork, no.
23 Q. But do you know if that conversation happens?
24 A. I do not.
25 Q. And when you transferred into District 380, which I keep

1 calling it Tricia's district, but Tricia Lowder is the
2 district manager, correct?
3 A. Yes.
4 Q. And when you transferred into District 380, did you
5 speak to Ms. Lowder before that transfer was approved?
6 A. No.
7 Q. Are you sure?
8 A. I only spoke to J.R., and I had a conversation with the
9 district manager in Tucson.
10 Q. You testified that you, prior to Ms. Harrison leaving
11 the company I think in November of this year, you had only
12 seen Tricia in your store or Ms. Lowder in your store at
13 Power and Baseline once or twice a year.
14 A. Correct.
15 Q. That doesn't mean that she was only in the store once or
16 twice a year. She could have been in the store in the
17 afternoons or the evenings on other occasions. You just
18 weren't there.
19 A. Correct.
20 Q. And since Ms. Harrison left the company, I think you
21 testified that from that time until you went out on your
22 leave of absence that Ms. Lowder was in the store a lot more
23 frequently.
24 A. Yes.
25 Q. And she was, I think you said, delivering a lot of

1 product that the store needed.
2 A. Um-hum. Yes.
3 Q. And spending a lot of time with partners, getting to
4 know them, talking to them, making sure that the store was up
5 to the standard, doing some of the extra things that you
6 would expect a leader to do.
7 A. Yes.
8 MS. NIEDECKEN: All right. If you could give me,
9 Mr. Hearing Officer, just a few minutes, I think I'm just
10 about done, but I want to just double-check.
11 HEARING OFFICER ANZALDUA: Parties, why don't we go off
12 the record for 5 minutes.
13 MS. NIEDECKEN: Thank you.
14 **(Off the record from 10:37 a.m. to 10:44 a.m.)**
15 HEARING OFFICER ANZALDUA: All right. Ms. Niedecken,
16 any more questions?
17 MS. NIEDECKEN: No. Nothing further from me.
18 HEARING OFFICER ANZALDUA: Mr. Hayes?
19 MR. HAYES: Just a few.
20 HEARING OFFICER ANZALDUA: Okay. Go ahead.
21 **REDIRECT EXAMINATION**
22 Q. BY MR. HAYES: So, Liz, you were asked about new hires
23 and the possibility of them having interviews with other
24 store managers or with the district manager. Do you remember
25 being asked about that?

1 A. Yes.
2 Q. Do you have any reason to think that those interviews
3 took place in addition to the interview that the new hire had
4 at the store?
5 A. No. Usually, the store managers, like, would back off.
6 You wouldn't interview at two different stores. There's no
7 instance where Brittany wanted to call someone in, and they
8 told her that they had an interview scheduled with the
9 different store, and she said, oh, okay, good luck, and
10 didn't interview them.
11 Q. Okay. You were also asked about -- or you testified
12 about a handful of instances where you saw people on the
13 store schedule who were not from your home store. You
14 remember describing that?
15 A. Yes.
16 Q. So do you actually know whether those people were
17 required to take those shifts?
18 A. I don't know.
19 Q. You were also asked some questions about the district
20 manager. I should have asked you this before. Just do you
21 know how long Tricia Lowder has been the DM for the District
22 380?
23 A. I believe 17 years.
24 Q. So certainly for the entire time you've been there,
25 right?

1 A. Yes.
2 Q. And you also -- this is just for clarity. You used the
3 time that Brittany stopped being the store manager as a
4 marker when you were describing the DM's conduct. Do you
5 know what date Brittany stopped being the store manager?
6 A. November 13th, I think, was a Friday, and she had gotten
7 sick, and then -- so either way, she's sick on a Friday and
8 then told us that she was gone on the Monday.
9 Q. Okay. So somewhere in that approximate area in
10 November.
11 A. Yeah.
12 Q. Okay. Nothing further.
13 HEARING OFFICER ANZALDUA: Anything else, Ms. Niedecken?
14 MS. NIEDECKEN: No.
15 HEARING OFFICER ANZALDUA: All right. Ms. Alanna, thank
16 you for your time and your testimony today. You're free to
17 leave the hearing. Thank you.
18 **(Witness excused.)**
19 HEARING OFFICER ANZALDUA: All right. Mr. Hayes, do you
20 have another witness lined up?
21 MR. HAYES: We do. We're ready to go.
22 HEARING OFFICER ANZALDUA: Okay. Who's your next
23 witness?
24 MR. HAYES: Michelle Hejduk.
25 HEARING OFFICER ANZALDUA: Okay. Ms. Hejduk, go ahead

1 and -- welcome. Good morning, good afternoon.
2 MS. HEJDUK: Good morning.
3 HEARING OFFICER ANZALDUA: Can you raise your right hand
4 for me?
5 (Whereupon,
6 **MICHELLE HEJDUK**
7 was called as a witness by and on behalf of the Petitioner
8 and, after being first duly sworn, was examined and testified
9 as follows:)
10 HEARING OFFICER ANZALDUA: All right. Thank you. And
11 go ahead and state and spell your name for the record.
12 THE WITNESS: My name is Michelle, M-i-c-h-e-l-l-e, and
13 then the last name is Hejduk is H-e-j-d-u-k.
14 HEARING OFFICER ANZALDUA: Okay. Mr. Hayes, you can
15 proceed.
16 **DIRECT EXAMINATION**
17 Q. BY MR. HAYES: Michelle, where do you work?
18 A. I work for Starbucks.
19 Q. Which location do you work at?
20 A. I work at Power and Baseline, which is also Store 5610.
21 Q. And how long have you been at the Power and Baseline
22 store?
23 A. For about a year and a half.
24 Q. Were you at any Starbucks location before then?
25 A. I was.

1 Q. Okay. Where were you?
2 A. I was in California.
3 Q. And how -- well, I'll just ask. For how long total have
4 you worked for Starbucks?
5 A. Total would be 4 and a half years.
6 Q. And what is your title now?
7 A. Shift supervisor.
8 Q. How long have you been a shift supervisor?
9 A. For a year.
10 Q. And were you a barista before that?
11 A. I was.
12 Q. So, Michelle, just speaking generally, what is the role
13 of a store manager at the Power and Baseline store?
14 A. The store manager is in charge of running the store and
15 making sure the -- setting the schedule -- yeah.
16 Q. Okay. From now on I'm not going to qualify each
17 question, but I'm only asking you about the role of people at
18 the Power and Baseline store, specifically based on your
19 experience. Okay?
20 A. Okay. Sounds good.
21 Q. All right. So who's responsible for hiring new
22 employees at the store?
23 A. The store manager.
24 Q. And how do you know the store manager does that?
25 A. I witnessed the store manager hire people who come in,

1 and give interviews.
2 Q. Okay. Yeah. So just more specifically, what did you
3 witness the store manager doing?
4 A. They give interviews in the lobby, but like one case in
5 particular, a girl walked in with her résumé, said I wanted
6 to know if you guys were hiring. I walked in the back. I
7 got the manager and I was like, hey, someone's here. And he
8 said, do you have time for an interview right now? She said
9 yes. They walked in the lobby, they had their interview, and
10 he walked back behind the counter. We said, hey, how'd it
11 go? And he said, she's hired, and continued to walk to the
12 back.
13 Q. So in that example you just gave, do you know if the
14 store manager spoke with anyone else before saying she's
15 hired?
16 A. He would not have been able to in that time frame.
17 Q. And which store manager was that?
18 A. That was J.R.
19 Q. Have you seen anyone other than a store manager being
20 involved in hiring at the store?
21 A. I have not.
22 Q. Okay. Have you ever seen two store managers doing an
23 interview at the same time?
24 A. I have not.
25 Q. Are you aware of a recruiter being involved in the

1 interview process for new hires?
2 A. I am not.
3 Q. I guess I should ask that differently. Are you aware of
4 a recruiter being involved in the hiring process?
5 A. No.
6 Q. Who terminates employees at the store?
7 A. The store manager.
8 Q. And how do you know that?
9 A. There was one case where J.R. likes to tell the story of
10 the fire -- he went to call an employee to let them know that
11 he would be terminating them, and the employee said, this is
12 the best news I've gotten all day, and he laughed about it.
13 Q. So based on that example that you got from J.R., do you
14 have any reason to think J.R. needed someone else's approval
15 to fire that employee?
16 A. No.
17 Q. Are you aware of anyone other than a store manager being
18 involved in the termination of an employee?
19 A. No.
20 Q. What about issuing other discipline? Who's responsible
21 for that?
22 A. The store manager.
23 Q. And how do you know the store manager does that?
24 A. If there's any sort of issue that we may have, we could
25 bring it to the store manager, and they could follow up with

1 that employee and so -- yeah.
2 Q. Okay. Are you in a position where you have to speak
3 with the store manager about potential discipline?
4 A. Yes.
5 Q. How frequently do you have to do that, if you're able to
6 estimate that?
7 A. Honestly, not very often.
8 Q. Is it once a month or once a week?
9 A. Maybe once a month.
10 Q. And how do you know to go to the store manager to have
11 one of those conversations?
12 A. In that case, I want to go to the person that I am most
13 comfortable with, and usually, it is something that is not so
14 severe, that could be handled in-house.
15 Q. Are you aware of anyone other than a store manager
16 issuing discipline in the store?
17 A. No.
18 Q. Are you aware of what the virtual coach tools --
19 A. I am not.
20 Q. Are you aware of a store manager ever using that before
21 issuing discipline?
22 A. Not to my knowledge.
23 Q. Who conducts orientation or the first shift orientation
24 at the store?
25 A. The store manager.

1 Q. And how do you know the store manager does that?
2 A. I've witnessed it happening in the store.
3 Q. Are you able to estimate how many times you've seen that
4 happen personally?
5 A. I've seen it -- I mean, since Power and Baseline,
6 probably 10 times?
7 Q. Have you ever seen anyone other than a store manager
8 conducting orientation?
9 A. No.
10 Q. At some point have you been a barista trainer?
11 A. Yes.
12 Q. All right. So how do you conduct those trainings?
13 A. With trainings, we have our barista basics sign-off
14 sheet, and on that sheet or little packet is a list of things
15 that -- you know, to ensure to go over, and it's what they've
16 learned on the computer training.
17 Q. Okay. So do you follow a script of exactly what to say
18 when you're conducting those trainings?
19 A. No, I do not.
20 Q. Are you able to deviate from those training materials
21 that you're given in any way?
22 A. Absolutely.
23 Q. So why would you have to do that?
24 A. Just for the store, depending on what time of day it is,
25 depending on if we're at peak or not peak, and depending on

1 like the training their selves on what pace that they need to
2 be at.
3 Q. Okay. So let's take that last example. Just tell us in
4 a little more detail, like what about the person who's being
5 trained would necessitate deviating from the training
6 materials?
7 A. There are times where maybe a trainee is struggling with
8 register or POS, and then we would need to spend a little bit
9 more time there. There are also times where with bar, and
10 we're going over customer support roles, making sure that
11 they really understand the position before signing off on
12 those spots.
13 Q. So you're describing taking more time than usual on
14 those subjects; is that right?
15 A. Yeah. So we may have to take a little bit longer on one
16 to make sure that they understand it, and may have to cut
17 short on another --
18 Q. Have you done barista training at the Power and Baseline
19 store?
20 A. Yes. I've trained one partner at Power and Baseline.
21 Q. Who's responsible for promoting employees at the store?
22 A. The store manager.
23 Q. And how do you know that?
24 A. When I was promoted into the shift supervisor role, I
25 had a conversation with the store manager, and he said,

1 great, let's have training, and then I was scheduled
2 training.
3 Q. Did you approach the store manager, or was it the other
4 way around?
5 A. I actually talked to the other shift supervisors, and
6 then the store manager reached out to me and said, hey, I
7 heard this is a possibility of something you might be
8 interested in, would you like to? I said sure.
9 Q. Did you talk to the district manager as part of that
10 process?
11 A. I did not.
12 Q. Did you talk to anyone other than the store manager?
13 A. There was one point where he did send me to another
14 store to assess with another manager. In that time I had
15 already -- I was told that don't worry about it, you already
16 got it. And I was already scheduled training in that time.
17 Q. Who told you don't worry about it, you already got it?
18 A. J.R.
19 Q. The store manager?
20 A. Yes.
21 Q. Who's responsible for creating schedules in the store?
22 A. The store manager.
23 Q. And how do you know store managers do that?
24 A. I see them working on it, usually on Mondays, which is
25 their -- day.

1 Q. Okay. When you say working on the schedule, what
2 specifically does that mean?
3 A. They have their computer open, and they're working on
4 it, or they could come over -- quite often they'll say, hey,
5 I know you usually like this shift; would you be able to work
6 this shift for me on this schedule, this day? You know, say
7 yes or no.
8 Q. How frequently are you working on Mondays?
9 A. Quite frequently.
10 Q. I mean, are you able to put a number on it? Is it
11 literally every Monday?
12 A. I would say just about every Monday, yes.
13 Q. Have you ever seen anyone other than the store manager
14 working on the schedules in the way you just described?
15 A. I have not.
16 Q. Do you have any reason to think that anyone other than
17 the store manager is responsible for finalizing them?
18 A. I do not.
19 Q. As a shift supervisor, when you're the play caller, do
20 you use the Playbuilder tool?
21 A. I do not.
22 Q. Do you ever use it?
23 A. I have opened it I believe once.
24 Q. Okay. Well, what was that one time that you opened it?
25 A. Somebody told me about it, and they opened it to see

1 what it was.
2 Q. Do you remember who told you about it?
3 A. I believe it was another shift supervisor.
4 Q. Okay. So why don't you use the Playbuilder tool to
5 create plays?
6 A. The Playbuilder tool, just with how many partners you
7 have on the floor, it tells you like where you should be
8 placing them. Working at the store and knowing the partners,
9 you know, I feel it's not really necessary when we know who
10 we have and we need for that time.
11 Q. So how do you assign roles if you're not going by what's
12 in the Playbuilder tool?
13 A. Based off the needs of the business at the time, so if
14 we're in peak, we need our stronger people on bar. If it's
15 not peak, then, you know, we could shuffle around, get other
16 people bar time, make sure that they have the practice so
17 they can get those skills. So, based off the business' needs
18 and the time of day.
19 Q. Okay. Are you aware of whether the store managers use
20 the Playbuilder tool?
21 A. I personally have not seen them use it.
22 Q. Are you aware of anyone being disciplined for failing to
23 use the Playbuilder tool?
24 A. No.
25 Q. Who's responsible for making adjustments to the time

1 tracking system at the store?
2 A. I'm sorry. What was that?
3 Q. Who's responsible for making adjustments to the time
4 tracking system at the store, in other words, the punches in
5 and out?
6 A. Oh. The store manager.
7 Q. Okay. How do you know the store manager does that?
8 A. Because they -- I mean, they've reached out in group
9 chat, via text, says, hey, make sure you, you know, if you're
10 missing hours, you know, through vacation or sick time, make
11 sure you write it in the book so we can get it punched in for
12 you. So they're the ones following up with the employees.
13 Q. Has anyone other than a store manager reached out with
14 those kinds of communications?
15 A. No.
16 Q. How do you apply for a day off at your store?
17 A. I use the Partner Hours app, and on there you can select
18 which days you would like off, and you can submit it.
19 Q. Okay. And then who approves that?
20 A. The store manager.
21 Q. And how do you know the store manager does that?
22 A. When you're checking the time off to see if it was
23 approved or denied, you can click on it, and it'll say who
24 approved it.
25 Q. And that's within the app, the --

1 A. Yes.
2 Q. Have you ever seen the name of someone other than a
3 store manager?
4 A. No.
5 Q. If you have a problem with another employee's behavior,
6 who would you talk to about that?
7 A. If I was unable to solve the issue directly, then I
8 would go to the store manager.
9 Q. Have you ever had to do that?
10 A. No. Everything was able to just be taken care of
11 one-on-one.
12 Q. Michelle, are you involved in ordering daily supplies
13 for the store?
14 A. Yes. When the -- as opening shift supervisor, that's
15 one of the responsibilities.
16 Q. Okay. So what exactly do you have to -- what -- what
17 responsibilities are you carrying out?
18 A. You're responsible for checking what we have on hand,
19 what is ordered, and then ordering what we would need to
20 continue.
21 Q. So how do you know what number of a particular item to
22 order?
23 A. There is a par written with all the products in the
24 store, and so I mean, really, you just subtract what you'd
25 have on hand from the par and we need to order.

1 Q. Do you know how that par is established?
2 A. The store manager.
3 Q. What does the store manager do?
4 A. I know that that was something J.R. was really proud of,
5 was his inventory skills and setting those pars, and that was
6 something that he was always vocal about and working on to
7 make sure our pars were correct for our business.
8 Q. So based on what you've heard J.R. say about that, was
9 he the one setting the pars?
10 A. Yes.
11 Q. Do you have any reason to think anybody else was
12 responsible for setting them?
13 A. I do not.
14 Q. So, Michelle, if you need to find coverage for a shift
15 that you're not able to work, how do you do that?
16 A. I would reach out to the other partners, or the shift
17 supervisors depending on the shift, and see who would be able
18 to help me out.
19 Q. And what method would you use to reach out to them?
20 A. We have a store group chat with Brittany, and I'd reach
21 out on that.
22 Q. You'd said that's on the GroupMe platform?
23 A. Um-hum.
24 Q. Okay. The GroupMe group chats, those are not run by
25 Starbucks, correct?

1 A. No.
2 Q. And is there also a GroupMe for people outside of your
3 store?
4 A. Yes. There is a district coverage GroupMe chat for day
5 of coverage.
6 Q. Do you ever use that?
7 A. No.
8 Q. Okay. How often do you pick up shifts yourself?
9 A. Not very often.
10 Q. Are you able to estimate how many times you've done say
11 in the last year?
12 A. Are we talking about just for other employees?
13 Q. Well, I'm talking about shifts you personally have
14 picked up.
15 A. I would say, I mean, 20 or so.
16 Q. So those times that you've done that, has that been your
17 choice?
18 A. Yes.
19 Q. Are you aware of anyone being disciplined for refusing
20 to work at another store?
21 A. Oh, I'm sorry. For that question, were you talking
22 about other stores or at our store, for picking up shifts?
23 Q. That's my fault for not being clear. I was talking
24 about picking up shifts at other stores, I'm sorry.
25 A. Okay. At other stores I've picked up a shift twice in

1 the time that I've been at Power and Baseline, sorry.
2 Q. Okay. No, that's my fault.
3 So those two times, was that your choice to do that?
4 A. I was asked, yeah, and I agreed.
5 Q. Let's see. And then I think we didn't get an answer to
6 this question: Are you aware of anyone being disciplined for
7 refusing to work at another store?
8 A. No.
9 Q. Based on your experience, Michelle, have there been
10 times when there were more bar partners in the Power and
11 Baseline store than usual?
12 A. There has been more partners when we were training for
13 the new store Sossaman and Hampton. We were responsible for
14 training quite of bit of those partners, and they ended up
15 staying with us because the store got delayed in opening, so
16 they were with us for a bit longer. And then again with
17 Ellsworth and Riggs, we trained some of their partners as
18 well.
19 Q. So you just named two different stores, right?
20 A. Yes.
21 Q. Could you just spell the names of those?
22 A. Sossaman is S-o-s-s -- oh, man -a-m-a-n? And then -- so
23 it's called Sossaman and Hampton, and Hampton would be
24 H-a-m-p-t-o-n. And then Ellsworth and Riggs is the other
25 store, and that's E-l-l-s-w-o-r-t-h and then Riggs is

1 R-i-g-g-s.
2 Q. Okay. Good job. Sorry. That was a lot to ask for.
3 So do you remember in about what periods there were
4 people at the store, at your store being trained to work at
5 those stores respectively?
6 A. I believe Sossaman opened around April or so, but they
7 were at our store because again it was delayed opening. So
8 they were in our store around like February, March. It was
9 like the start of those trainings. And then --
10 Q. Hold on.
11 A. I'm sorry.
12 Q. Sorry. Just quickly, Michelle, so you're talking about
13 February, March, and April of this year?
14 A. Yes. Or no. Yes, 2021.
15 Q. Got it. I'm sorry. Keep going.
16 A. And then Ellsworth and Riggs opened in I believe
17 September, and so about August, September was when we had
18 those partners with us.
19 Q. And that's also in 2021?
20 A. Yes.
21 Q. Michelle, from what you've been able to see, what role
22 does the district manager have at the Power and Baseline
23 store?
24 A. Honestly, I've only ever seen Tricia I think two to
25 three times in the store since I've been there.

1 Q. Two to three times total?
2 A. Yeah. It may be four, but I mean that's about it.
3 Q. So the times that you've seen her in the store, are you
4 able to tell what she's doing there?
5 A. The times I've seen her, she's usually dropping
6 something off, and that's about it. It's usually a quick
7 visit.
8 Q. When you say dropping something off, do you mean some
9 kind of product?
10 A. Yeah. Like, product or, like, whether it's something
11 that was ordered or, you know, and went to another store and
12 she's getting it to us.
13 Q. So those times that she's been in the store, has she
14 done anything else?
15 A. I mean, other than those -- like, so when she comes in,
16 she may say, hey, how's it going, or -- and that's about it.
17 She may talk to the store manager for a bit, but as for
18 baristas and shifts, the conversations are not usually there.
19 Q. Those times that you've seen her in the store, about how
20 long did each of those visits last?
21 A. I would say for about -- I mean, 30 minutes would be
22 top.
23 MR. HAYES: Nothing further.
24 HEARING OFFICER ANZALDUA: Ms. Niedecken, any questions?
25 MS. NIEDECKEN: Why don't we take -- can I have 5

1 minutes and then we can come back on and do cross?
2 HEARING OFFICER ANZALDUA: Yeah. That's fine. Let's go
3 off the record, come back at 11:16.
4 MS. NIEDECKEN: Thank you.
5 **(Off the record from 11:12 a.m. to 11:18 a.m.)**
6 **CROSS-EXAMINATION**
7 Q. BY MR. TUZZO: Hi, Michelle. My name's Adam Tuzzo. I'm
8 outside counsel for the company. I'm going to ask you what I
9 hope to be just a couple questions.
10 A. Okay.
11 Q. So before I do that, I'd like to put together a timeline.
12 Now you were hired by Starbucks on April 17, 2017, correct?
13 A. That's correct.
14 Q. Okay. And what store did you start when you were hired?
15 A. McKinley & Griffin in Corona, California.
16 Q. Okay. And then how long were you at McKinley & Griffin?
17 A. For about 3 years.
18 Q. And then where did you go from there?
19 A. Power and Baseline in Mesa, Arizona.
20 Q. So give or take, you know, 2020-ish, right?
21 A. Yes. In July of 2020.
22 Q. And then when you arrived to Power and Baseline you took
23 some leave, correct?
24 A. I did, from May 14th, I believe, to the end of June.
25 Q. About 45 days?

1 A. About -- yeah, about 6 weeks or so.
2 Q. And during that period that you were on leave, you weren't
3 in the store, I assume, right?
4 A. I was not.
5 Q. And so you were hired as a barista in Corona and
6 transferred to Power and Baseline. I think you already
7 testified to this and I just missed it. When did you become a
8 shift?
9 A. November, end of November of 2020.
10 Q. And you've never been a store manager, correct?
11 A. I have not.
12 Q. And in your position or positions at Power and Baseline
13 you wouldn't know every conversation that a store manager has
14 with the DM, correct?
15 A. I would not.
16 Q. Okay. And that pertains to things like hiring, right?
17 A. Correct.
18 Q. Terminations?
19 A. Correct.
20 Q. Disciplines?
21 A. Correct.
22 Q. Promotions?
23 A. Did you say promotions?
24 Q. I did.
25 A. Okay. Yeah, I wouldn't.

1 Q. Yeah. Scheduling --
2 A. If I was not there, then I would not.
3 Q. Yeah. Well, even in periods of time when you were in
4 Power and Baseline, you wouldn't know every conversation that a
5 store manager has with the DM about these subjects, right?
6 A. Correct.
7 Q. Okay. And that pertains to ordering as well, correct?
8 A. Correct.
9 Q. I think you had testified earlier about an instance where
10 J.R. had given an interview and then hired on the spot; is that
11 right?
12 A. That's what he walked back and said.
13 Q. Okay. And I think you had testified that you didn't
14 believe J.R. had the opportunity to make any phone calls in
15 between the time that that interview ended and when you saw him
16 walk back up to the -- where were you again?
17 A. I was behind the bar and he walked from the lobby, so he
18 was insight the whole time.
19 Q. Okay. So your testimony is you didn't believe that J.R.
20 had the time to make any phone calls between the time that he
21 had walked from the lobby to the bar, correct?
22 A. Correct.
23 Q. Okay. But you don't know if he sent any texts while he
24 was doing the interview, right?
25 A. I don't know.

1 Q. And I guess while we're on that topic, it's completely
2 possible for the DM and the SM -- J.R., Harrison -- to
3 communicate other than in person, correct? Texts, email, stuff
4 like that, right?
5 A. I would imagine, yes.
6 Q. And then I think you also testified about an instance
7 where J.R. had terminated somebody and he told the story where
8 the partner who got terminated said, that's the best news I got
9 all day, right?
10 A. Yes.
11 Q. Okay. You have no idea what conversations J.R. had with
12 the DM leading up to that decision to terminate the partner, do
13 you?
14 A. I do not.
15 Q. Do you as a shift have the authority to issue discipline?
16 A. I do not.
17 Q. But you can recommend it, correct?
18 A. We can let the store manager know of an issue that we are
19 having and they can follow up.
20 Q. And then after you make that recommendation, you don't
21 know the conversations that happen between the SM, other
22 members of Starbucks, before the discipline is issued, correct?
23 A. No.
24 Q. Now I think you had testified that when there's issues in
25 the store, personnel issues, you go to the SM, right?

1 A. Yes.
2 Q. But you testified that you've never had to do that; do I
3 have that right?
4 A. Yes.
5 Q. And that's because you were able to resolve the issues
6 without having to go to that level, right?
7 A. Yes.
8 Q. But there are other avenues available at Starbucks for
9 partners to resolve issues. There's ethics and compliance,
10 there's partner relations, correct?
11 A. Yes.
12 Q. Okay. Now I think I probably missed this part of your
13 testimony. Did you testify that you're familiar with virtual
14 coach or that you've never seen it before?
15 A. Never seen it.
16 Q. Okay. But since you don't issue discipline, you wouldn't
17 have any reason to use virtual coach, correct?
18 A. Correct.
19 Q. And I think you testified that you've never seen the store
20 manager use virtual coach, right?
21 A. Correct.
22 Q. Okay. But that doesn't mean that the store manager
23 doesn't use it. It just means you've never seen it, right?
24 A. I've never seen it.
25 Q. And then I think you had some testimony regarding first

1 sip?
2 A. Yes.
3 Q. And you've seen the store manager give first sip, right?
4 A. Yes.
5 Q. If you know -- well, you would agree with me that the
6 first sip is pretty much the same every time it's given?
7 A. Yes.
8 Q. And then after the first sip, the partner going through
9 the new hire orientation is handed off to the training barista,
10 correct?
11 A. Yes.
12 Q. Okay. And then I think you testified that there's
13 actually a regimented step -- and I used regimented. I don't
14 think that was your words, right? But there's a checklist that
15 you need to follow, right?
16 A. Yes.
17 Q. And then I think you had testified that sometimes you're
18 able to vary from that checklist based on timing, right? If
19 it's busy during the day and you run out of time, you can
20 shorten or lengthen a particular block of instruction, right?
21 A. Yes.
22 Q. But you don't have the authority to completely skip over a
23 particular block of instruction, right?
24 A. Correct.
25 Q. And I think you testified that when you were promoted, the

1 store manager reached out to you; is that right?
2 A. Yes.
3 Q. Okay. And basically asked if you had any interest in
4 becoming a shift, right?
5 A. Yes.
6 Q. And you have no idea the conversations had in between that
7 time, right?
8 A. I do not.
9 Q. And when you were testifying about scheduling, I think
10 there's a scheduling tool, I believe, a prior witness -- or a
11 number of prior witnesses had talked, right? There's a
12 scheduling tool?
13 A. Okay.
14 Q. Well, I'm asking. Are you familiar with the scheduling
15 tool?
16 A. Oh. I've seen like them working on the computer, so I
17 imagine that there's an app or program that they're using.
18 Q. Okay. But you've actually never used it, right?
19 A. I have not used it, no.
20 Q. Now there are periods of time though when the store is
21 open and the store manager is not present, correct?
22 A. Correct.
23 Q. And, in fact, a period of time when the store is open and
24 neither the store manager nor the ASM is present, correct?
25 A. Correct.

1 Q. Okay. And so you've actually been in charge of the store
2 during those periods of time?
3 A. Yes.
4 Q. And then I think you testified to Playbuilder?
5 A. Yes.
6 Q. Now when a shift -- when a store manager is preparing the
7 coverage time and you're the play caller, you're actually
8 assigning the store manager where to go, correct?
9 A. Correct.
10 Q. And then you make the other assignments, i.e., you need
11 somebody behind the bar and somebody at drive-thru, based upon
12 your experience and assessment of skills and abilities, right?
13 A. Correct.
14 Q. I should have asked you this earlier. Do you have a
15 regular schedule?
16 A. I am available and working all day parts.
17 Q. All day parts? Do you have days off that you typically --
18 do you have any like usual days off?
19 A. Yes.
20 Q. What are they?
21 A. Saturday is the main one.
22 Q. Okay. And then I think you testified that you usually
23 work Mondays, right?
24 A. Yes.
25 Q. You usually work days? Mornings?

1 A. It varies. I work all day parts.
2 Q. Now you testified that you don't use Playbuilder, and I
3 think it was because you said you're pretty much familiar with
4 how the store works, right?
5 A. Correct.
6 Q. If you weren't familiar with the store, would you use
7 Playbuilder?
8 A. Probably not.
9 Q. Why not?
10 A. I mean, in the store, when I did cover another store, I
11 did not use it. I did not find it necessary.
12 Q. Because you knew the operation of the store that you were
13 in, right?
14 A. Yes.
15 Q. And I think you had testified about ordering and the par
16 level, right?
17 A. Yes.
18 Q. And I think you had testified that J.R. was proud of how
19 he had set the par level. Do I have that right?
20 A. Yes.
21 Q. Do you know how J.R. set that par level?
22 A. Based off of the needs, right, making sure that we had
23 enough and weren't running short, but also that we weren't
24 over. That was a conversation he had every week in our shift
25 meeting.

1 Q. Okay. And you wouldn't be surprised to hear that J.R.
2 actually has meetings with the DM to discuss things like
3 ordering and inventory, right?
4 A. I know that they have meetings.
5 Q. Okay. But then it's possible, even likely, that that's
6 one of the things that they discuss, right?
7 A. I wouldn't know, so it's possible that they could talk
8 about anything.
9 Q. Now I think you also testified about coverage for shifts.
10 There's periods of time where, you know, partners are just
11 absent, correct?
12 A. Partners are asked --
13 Q. Absent.
14 A. Are you asking about to cover another store? Is that what
15 you're referring to?
16 Q. Well, no, no, no. I'm on the shift, right, I'm on the
17 schedule and I can't show up for work. And so I call --
18 A. Okay.
19 Q. That happens, right?
20 A. Yes.
21 Q. Okay. And when that happens, you need to find coverage,
22 right?
23 A. Yes.
24 Q. Because you need a certain amount of hours or, you know,
25 partners to actually staff a store, right?

1 A. Yes.
2 Q. Now it's your testimony that you've never been in a
3 position where you had to force somebody to cover a shift,
4 you've always found enough volunteers. But you would agree
5 with me that if you are unable to find enough people to staff a
6 store, you would either have to close or you'd have to force
7 somebody, right?
8 A. I guess I'm confused. Sorry. Could you repeat that
9 question?
10 Q. Yeah. Sure. So you know that you need a certain amount
11 of staffing to run a store.
12 A. Yes.
13 Q. If you can't find enough staffing, you've got really one
14 of two choices. You either have to close the store or you have
15 to force somebody to cover their shift, correct?
16 A. Correct.
17 Q. And then I think you had testified about two stores that
18 had opened this year who had borrowed partners for training at
19 Power and Baseline, correct?
20 A. That is correct.
21 Q. You would agree that there have been borrowed partners at
22 Power and Baseline outside of those periods of time that you
23 mentioned, correct?
24 A. There have been at other times, yes.
25 Q. I think you also testified that you saw Tricia come into

1 the store two or three times, maybe four, during the period of
2 time that you were at Power and Baseline, correct?
3 A. Correct.
4 Q. And you would agree with me, when Tricia shows up, you
5 know, there's going to be instances where she could say, hey,
6 look, that needs to be corrected, this needs to be corrected,
7 something's out of place, something's not right, correct?
8 A. Correct.
9 Q. And when she does that, it's expected that the correction
10 was made, right? You can't just blow off the DM.
11 A. Sure. Yeah.
12 MR. TUZZO: Mr. Hearing Officer, could I have just a few
13 minutes?
14 HEARING OFFICER ANZALDUA: Yes. We'll do like 5 minutes.
15 Off the record.
16 **(Off the record from 11:35 a.m. to 11:41 a.m.)**
17 MR. TUZZO: Just a few more questions for this witness,
18 because I want to make a complete record.
19 Q. BY MR. TUZZO: So, Michelle, would you describe your job
20 as a shift supervisor?
21 A. How would I describe it?
22 Q. Yeah. Please.
23 A. So it's in charge of making sure basic operations are
24 being upheld to standards in the day-to-day aspect of making
25 drinks and making sure partners are taking care of paying

1 customers.
2 Q. Do you consider yourself a supervisor?
3 A. It's in the title, the shift supervisor.
4 Q. So that's a yes?
5 A. Yes.
6 MR. TUZZO: Thank you. No further questions.
7 HEARING OFFICER ANZALDUA: Mr. Hayes, do you have any
8 follow-up?
9 MR. HAYES: Yes.
10 **REDIRECT EXAMINATION**
11 Q. BY MR. HAYES: So, Michelle, you were asked a question
12 about having people work at the store versus having to close
13 the store. Do you remember that question?
14 A. Yes.
15 Q. So do you ever work at the store with fewer than the
16 typical number of people?
17 A. Absolutely. Yes.
18 Q. So in other words, the store has to operate short staffed
19 sometimes?
20 A. Yes.
21 MR. HAYES: Nothing further.
22 HEARING OFFICER ANZALDUA: I just have one question. Is
23 it -- there's been some testimony about finding coverage for,
24 you know, someone who calls off or needs to switch a shift or
25 something. In your experience, is that difficult or is there

1 usually a pool of volunteers who are willing to pick up shifts?
2 THE WITNESS: I would say usually we are able to cover it.
3 HEARING OFFICER ANZALDUA: Okay. All right. Any follow-
4 up on that from any party?
5 MR. TUZZO: Nothing from the company.
6 HEARING OFFICER ANZALDUA: Okay. Thank you, Michelle, for
7 your testimony and your time. You can go ahead and mute
8 yourself and get off camera.
9 All right. Mr. Hayes, do you have any other witness lined
10 up or did you want to take a break now?
11 MR. HAYES: I would suggest we take a lunch break now, if
12 that's okay?
13 HEARING OFFICER ANZALDUA: Okay. I will do that, and
14 then -- would 12:45, an hour break, be good?
15 MR. HAYES: That's fine with me. Could I also -- before
16 we go off the record, I'd also like to put in that one exhibit
17 just so I don't forget.
18 HEARING OFFICER ANZALDUA: Okay. Yeah, I got an email.
19 This is Petitioner's Exhibit 201?
20 MR. HAYES: That's correct.
21 HEARING OFFICER ANZALDUA: Employer's counsel, did you
22 receive that?
23 MR. TUZZO: Let me check.
24 MS. NIEDECKEN: Mr. Hayes, is this just the document that
25 was sent with all of them?

1 MR. HAYES: What I got was just one PDF, and this is the
2 same exact PDF, just with the file name changed.
3 MS. NIEDECKEN: There is no -- assuming that it is the
4 entirety of the document that was sent, we have no objection to
5 the authenticity of this document.
6 HEARING OFFICER ANZALDUA: Okay. Mr. Hayes, can you just
7 briefly describe what's the exhibit?
8 MR. HAYES: Of course. So this is one PDF file with
9 weekly schedules from the stores for the previous 2 weeks or --
10 excuse me -- the previous 2 years, that was produced to the
11 Union in response to a subpoena for that information.
12 **(Petitioner's Exhibit 201 marked for identification.)**
13 HEARING OFFICER ANZALDUA: Okay. Is it all for Store
14 5610?
15 MR. HAYES: Correct.
16 HEARING OFFICER ANZALDUA: Okay. Any objection?
17 MR. TUZZO: No objection.
18 HEARING OFFICER ANZALDUA: Hearing no objection,
19 Petitioner's Exhibit 201 is admitted.
20 **(Petitioner's Exhibit 201 received in evidence.)**
21 HEARING OFFICER ANZALDUA: Okay. And given that, we'll
22 take our lunch break and we'll go back on the record at 12:45.
23 We'll be off the record.
24 **(Whereupon, at 11:45 a.m., a lunch recess was taken.)**
25

1 **A F T E R N O O N S E S S I O N**

2 **(Time noted: 12:49 p.m.)**

3 HEARING OFFICER ANZALDUA: All right. We're back on the

4 record.

5 Mr. Hayes, do you have another witness available?

6 MR. HAYES: I do. I assume everybody's in the waiting

7 room right now.

8 HEARING OFFICER ANZALDUA: Right. Let me go ahead and

9 admit everyone.

10 All right. So who is your next witness?

11 MR. HAYES: All right. The Union calls Harrison.

12 HEARING OFFICER ANZALDUA: Okay, Ms. Harrison, you can

13 unmute yourself and turn your camera on.

14 MS. HARRISON: Hi.

15 HEARING OFFICER ANZALDUA: Hello. Hi. Good afternoon.

16 Can you go ahead and raise your right hand for me?

17 MS. HARRISON: Yeah.

18 (Whereupon,

19 **BRITTANY HARRISON**

20 was called as a witness by and on behalf of the Petitioner and,

21 after being first duly sworn, was examined and testified as

22 follows:)

23 HEARING OFFICER ANZALDUA: Can you go ahead and state and

24 spell your name for the record?

25 THE WITNESS: Yeah. My name is Brittany Harrison,

1 B-r-i-t-t-a-n-y; last name Harrison, H-a-r-r-i-s-o-n. And just
2 for the record, I do refer to myself as Harrison.
3 HEARING OFFICER ANZALDUA: Okay. Thank you.
4 Mr. Hayes, you can proceed.
5 MR. HAYES: Thanks.
6 **DIRECT EXAMINATION**
7 Q. BY MR. HAYES: Brittany, did you used to work at
8 Starbucks?
9 A. I did, yeah.
10 Q. Okay. When did your employment with them end?
11 A. Well, I guess it depends on who you ask. I started
12 October 2nd, 4 years ago. My 4-year anniversary was October
13 2nd of this year. I put in my notice, my resignation notice on
14 November 12th of this year and was told November 14th was my
15 last day. Tricia Lowder told me that November 14th was last my
16 day, that's when she would process it. And then Kiera Bailey
17 told me Tricia was mistaken and that my last day would be the
18 28th. So I guess it just depends on whose account you take
19 into consideration.
20 Q. Understood. So where were you working at the end of your
21 employment, what Starbucks location?
22 A. Power and Baseline, for 5610.
23 Q. Okay. And how long had you worked at Power and Baseline?
24 A. It was 4 and a half months.
25 Q. So where were you before then?

1 A. California. So when I started working at Starbucks, I was
2 in like Seal Beach, California, and then I moved around to all
3 of Long Beach, and then I just moved to Arizona in May of this
4 year.
5 Q. All right. I don't know if we really have to go through
6 it, but approximately how many stores did you work in, in
7 California?
8 A. Ten total in my entire career at Starbucks.
9 Q. Okay. So that's 10 including the Power and Baseline
10 store?
11 A. Yes.
12 Q. All right. And what was your title at the end of your
13 employment?
14 A. I was store manager.
15 Q. Were you a store manager the entire time you were employed
16 by Starbucks?
17 A. So I was hired in as an assistant manager, trained, and
18 then expected to become a store manager all I was in the first
19 store that I trained in.
20 Q. So for how long were you a store manager total?
21 A. Maybe 4 years and a month. I want to say it took me less
22 than a month to go through my training and advance.
23 Q. That's what I was getting at. Okay. And other than the
24 Power and Baseline store, have you done any work at any other
25 store within District 380?

1 A. Yes. I started working at the San Tan in 202 location. I
2 think that's 19202, I'm pretty sure. I worked there, and I
3 also worked at the Crismon and Southern location for a couple
4 days.
5 Q. As a store manager?
6 A. Yes.
7 Q. All right, Brittany. So I'm going to ask you a series of
8 questions about more or less what store managers do, and I'm
9 going to ask you to draw on all of your experience as a store
10 manager. And then, hopefully, I'll remember each time to
11 follow up and specify whether that answer is any different
12 within District 380. Does that make sense?
13 A. Yes.
14 Q. Okay. Let's start with generally, based on on your
15 experience, what is the role of a store manager?
16 A. So Starbucks defines the role of a store manager as --
17 there's like eight different buckets for your store manager
18 approach. So as a store manager, I handled stocking and
19 scheduling, teaching and training, sales and inventory, ops
20 standards, business analysis, problem solving, prioritizing and
21 planning, culture and communication, and then coaching for
22 performance and development.
23 Q. Okay. And in terms of your relationship with other people
24 in the store, what is the store manager's role?
25 A. Yeah. So I am in the trenches with them. I do all of

1 that administrative work in addition to running the floor and
2 being a partner just like the rest of them.
3 Q. So who hires new employees at a store?
4 A. I do. The store manager does.
5 Q. Okay. Walk us -- like tell us what the basic process is
6 for hiring a new person at a store.
7 A. Yeah. So it kind of depends. When I started at Starbucks
8 Taleo was like a newer system that a lot of people did not
9 really know how to use. You still had to go through it to do
10 the actual paperwork for it, but most of the time we would have
11 people come in and give us resumes. We would schedule a time
12 to do interviews with them and go from there. When Taleo
13 became a more prominent tool, we would go on Taleo for
14 candidates from there. And when I say for candidates, I mean
15 go through with the people that applied to work at your store,
16 vet their resumes, call them, do a phone screen, and then you
17 would decide from there whether or not you would want to do an
18 in-person interview.
19 Q. Okay. And then what?
20 A. Then you do an in-person interview, and if you like them,
21 you hire them for your store.
22 Q. Did you need anyone else's approval to hire them?
23 A. When I was first training, yes. The manager that was
24 training with me would do a follow-up interview or would sit in
25 on the interview with me, which is kind of what we do with

1 assistant managers now. But once I got my own store, I did not
2 need anyone's approval to hire.
3 Q. Yeah, I guess, I -- this is my -- I should have specified.
4 Any question where I'm asking you or where I refer to you as
5 you, I mean as a store manager. Okay?
6 A. Understood. No. I don't need permission from anyone to
7 staff my store appropriately.
8 Q. All right. Is that any different within District 380?
9 A. No.
10 Q. Tell us about what is the district manager's involvement
11 in that process you just described?
12 A. In my entire experience at Starbucks, I have not had a
13 district manager who needed to be in the process of hiring.
14 I've had district managers facilitate hiring fairs if we had a
15 store opening or if there was a massive staffing need in our
16 district or a neighboring district. But district managers
17 don't do interviews for stores. I think they would just help
18 with scheduling at that point.
19 Q. How many people did you hire when you were the store
20 manager at the Power and Baseline store?
21 A. Two, I think. So I hired Chase and then I hired a person
22 right before him, but I can't remember who it was. I'm sorry.
23 Q. No, that's okay. Are you aware of the role of someone
24 with a title recruiter and some role they would have anywhere
25 in the hiring process?

1 A. So when I was hired, I spoke with a recruiter whose name
2 was Steve Trinity. I was not recruited from a different
3 company. He was more of a -- I had already applied and spoken
4 with someone and he organized an interview. He also helped me
5 go through the paperwork to determine which district I would be
6 in. But other than that, I have not heard of a recruiter
7 position at Starbucks for hourly partners.
8 Q. Who terminates employees at a store?
9 A. It depends on the level, but if it is a barista, typically
10 it's the store manager.
11 Q. Okay. Is it someone else if it's for an employee of a
12 higher rank?
13 A. Yes. So the district manager would be in charge of
14 separation for a store manager, assistant managers, anyone in
15 their purview.
16 Q. All right. Yeah, so I'm just going to ask you about the
17 termination of baristas and shift supervisors for now.
18 A. For -- I'm so sorry. For the ease of this trial, I will
19 be referring to it as separation because that is the
20 terminology that Starbucks uses.
21 Q. That's okay. I'm a labor lawyer. It's hard for me to,
22 you know --
23 A. Okay. Yeah. The Starbucks vocabulary is still very
24 ingrained in who I am.
25 Q. So what is the basic process for separating an employee at

1 a store from your perspective as a store manager?
2 A. Yeah. Generally it's a three strikes rule unless there's
3 something super ludicrous that happens. So let's say I have a
4 partner who is late. My first step would be a verbal coaching.
5 I would document that verbal coaching in their file and say,
6 hey, we had this conversation on this day and this is the
7 conclusion that we came to in the verbal coaching. And that
8 would be a conversation where we sit down, I explain the time
9 and attendance policy and ask if there's any gap in their
10 knowledge or if they understand the policy, and we need to go
11 from there.
12 If they're late again, then they get a written -- they get
13 a write-up. It's a documented coaching conversation at that
14 point. So that would be like the first official write-up in
15 their file. So that would be strike two. Strike three would
16 be if they're late again after that.
17 I'm sorry. I forgot to mention, in the actual written
18 coaching conversation, it's a form that we fill out. We list
19 the time and attendance policy, the dates that they were late,
20 the times they attended, what their scheduled shifts were. And
21 then we also have that conversation with the partner around
22 this is the policy, we had a conversation about it, if it
23 happens again, you will face more corrective action up to
24 termination. And so, that would be, you know, the first
25 written. Then we move on to a final if they do it again. And

1 the final is, hey, if you do this again, you will be separated.
2 And then from there, you're separated.
3 Obviously, if there is a more egregious action that we
4 have to approach it a little bit differently, and from then
5 that's when you would kind of get the district manager and
6 partner resources involved, if it's anything that's outside of
7 the ordinary black and white coaching that we do.
8 Q. So could you give us an example of something that would
9 require the DM to be involved?
10 A. Yeah. So let's say -- I've honestly not experienced that
11 in my career at Starbucks, but I'd say an example of that would
12 be like if two partners in your store got in a physical fight
13 or something like that. Obviously, you know, you have to
14 separate. But because it's a first offense, you would have to
15 get partner resources involved and inform your district manager
16 so that they all understand what's going on.
17 Q. Okay. But you said you personally have not had to involve
18 the DM in deciding to separate someone?
19 A. Correct.
20 Q. So I guess a similar question is, do you need anyone
21 else's approval in order to terminate someone?
22 A. No.
23 Q. All right. Are any of your answers having to do with
24 termination different with respect to District 380?
25 A. No. I would say at Starbucks the district manager should

1 be very aware when you are giving written documents and write-
2 ups and all of those things to partners, and it should not be a
3 surprise to anyone when a partner is separated. But it depends
4 on how aware your district manager is and the situation.
5 Q. So did you always give notice in some form to a DM about a
6 separation?
7 A. I think if it was a more difficult one. Like if a partner
8 was struggling with time and attendance and they couldn't
9 change their availability or were having transportation needs
10 and I needed help to do the coaching, I would connect with my
11 district manager. But for the most part, if I wrote someone
12 up, I would scan it in, cc them on the email that I sent to
13 myself for my documents, just so they were aware of the
14 process. But never once did I need permission to write someone
15 up or permission to separate.
16 Q. So let me ask you as a follow-up to something you just
17 said. Who is responsible for issuing other lesser forms of
18 discipline, like a coaching or a write-up?
19 A. Yeah. So at Starbucks we have something called a coaching
20 culture. And so baristas can coach other baristas; baristas
21 can coach shift leads. It's more about accountability. So if
22 you notice someone's out of dress code, anybody could call that
23 out. If someone's having an off day, a shift lead can coach
24 them and say like, hey, this isn't normally how you are, this
25 isn't really aligning with, you know, our missions and values,

1 let's talk about that; how can I support you? That is what
2 partners coaching partners would look like. It would be more
3 of a conversation around how can I support you so that you are
4 doing your job correctly. And then I would come in and say,
5 hey, this is the policy, here's what I need from you, this is
6 what can happen if we don't get that.
7 Q. And what about a write-up?
8 A. The store managers issue write-ups.
9 Q. Okay. Does anyone else issue them?
10 A. Anyone higher than a store manager. I should also state
11 for the record, I have never had an assistant manager, so I'm
12 not aware of what happens in stores that do have assistant
13 managers.
14 Q. Understood. Does a store manager need someone else's
15 approval in order to issue a write-up?
16 A. No. I never have.
17 Q. What kinds of communications do you engage in before
18 issuing a write-up with a district manager?
19 A. Like I said, there's not really a lot of communication
20 with the district manager beforehand when you're writing
21 someone up unless you're very confused about how to proceed.
22 But even then, the expectation is to use the tools that you
23 have and follow like the operational excellence guide. Or
24 there's this new tool that they launched maybe last year called
25 the virtual coaching -- virtual coach, I think.

1 Q. Yeah. I'll ask you about that in a second actually.
2 Are any of your answers about issuing lesser forms of
3 discipline different with respect to District 380 specifically?
4 A. No.
5 Q. Have you ever had a district manager overturn a corrective
6 action that you issued?
7 A. No.
8 Q. Have you ever heard of that happening?
9 A. No.
10 Q. Do you know if it's theoretically possible for that to
11 happen?
12 A. I mean, in theory, people can do kind of whatever they
13 want just depending on who backs them up. But the store
14 managers really have the say in what goes on in their stores as
15 long as they're following policy. So a lot of the things that
16 we do write partners up for is in the handbook. When we do
17 issue write-ups, they are citing pieces of the code of conduct
18 or the ops excellence guide or the partner handbook. So I
19 think it would take a manager completely stepping out of line
20 for a district manager to step in to overturn a write-up.
21 Q. So you just referred to the partner handbook. Is that
22 also known as the partner guide?
23 A. I'm sorry. One second. I'm so sorry. I'm recovering
24 from bronchitis and I still have my throat --
25 So the partner guide can refer to a bunch of different

1 tools. When I say partner handbook I mean the -- (coughs) --
2 I'm so sorry. When I say partner handbook I mean there's like
3 a physical handbook that partners are given that is called the
4 partner handbook. When I say partner guide I mean the ops
5 excellence guide.
6 Q. Okay. So you mentioned the virtual coach tool a minute
7 ago. What is that in your understanding?
8 A. Yeah. So -- sorry.
9 Q. Take your time.
10 A. Thank you. So the virtual coach is kind of like a
11 decision tree. The couple times that I've used it was when we
12 were training on how to use the tool. So there is like a
13 dropdown menu of common things that you can coach partners for.
14 So let's say, again, referring to time and attendance, if you
15 have never issued a coaching for time and attendance, you can
16 say the partner was late. You would click on that option and
17 then it would give you a decision tree. And then you click on
18 those options and from there it would help you decide what next
19 steps to take. Usually it says have a conversation with your
20 partner and explain time and attendance policy to them.
21 Q. Is a store manager required to use the virtual coach tool
22 in the way you just described every time they issue discipline?
23 A. No. So like I said, the virtual coach tool is a newer
24 tool. So for a lot of like store managers who were store
25 mangers before that tool was in place, we know what steps to

1 take. (Coughing) I'm so sorry. So --
2 HEARING OFFICER ANZALDUA: We can take a few minutes break
3 if we need --
4 THE WITNESS: It happens every time I talk.
5 HEARING OFFICER ANZALDUA: Okay.
6 THE WITNESS: It's just trying to get over bronchitis.
7 I'm so sorry.
8 HEARING OFFICER ANZALDUA: No worries. Don't worry about
9 it. Okay. You can proceed.
10 THE WITNESS: Yeah. So, again, like I said, it's a newer
11 tool so managers who learned how to coach before that tool
12 don't use it, but it is a tool that we use now for teaching and
13 training coaching.
14 Q. BY MR. HAYES: Did you use it yourself?
15 A. No.
16 Q. Are any of those answers about the virtual coach tool
17 different with respect to District 380?
18 A. No.
19 Q. Who's responsible for carrying out the first sip
20 orientation?
21 A. Store managers. So the first sip usually starts with
22 onboarding paperwork. So what you would do is when -- you know
23 what, I am going to need a couple minutes. I'm so sorry.
24 HEARING OFFICER ANZALDUA: Okay. No worries. Why don't
25 we take a 5-minute break real quick and then we'll come back on

1 the record in 5 minutes.

2 **(Off the record from 1:11 p.m. to 1:18 p.m.)**

3 HEARING OFFICER ANZALDUA: All right. Mr. Hayes, you can

4 proceed.

5 Q. BY MR. HAYES: All right, Brittany. So I think you were

6 starting to talk about orientation. What's the role of the

7 store manager in orientation?

8 A. Okay. Yeah. Sorry. So let's say I just hired a partner.

9 Next step would be to have them come into the store and do like

10 onboarding paperwork, so take them through that. Afterward, we

11 would set a date to do all of their training.

12 So fast forward to the week of their training. The very

13 day, I sit down with them and we do something called a first

14 sip. So what that is, is we go through packets like the

15 employee handbook, we have them sign their partner card.

16 That's when I would give them their partner number, and then

17 just give them all the tools that they would need to do their

18 job, so like a pen, a Sharpie, their nametag, their apron.

19 When I worked in a hat store, we would offer hats as well.

20 Give them the ethics and compliance book and their coffee

21 passport.

22 From there, we would go through the first sip guide. So

23 that is basically teaching a partner how to drink coffee the

24 Starbucks way. So you smell, you slurp, you taste, and then

25 you describe. Kind of like a wine tasting. And then you have

1 a pairing. So a lot of times it's actually if you have a
2 partner who is developing, we'll do that side by side with
3 them, and you will have them lead the actual coffee tasting.
4 But a store manager sits there, does all the paperwork with
5 them, talks them through their introduction to Starbucks. And
6 from there, when you hand them off to their trainer, it's very
7 different depending on who you are as a manger, what your
8 technique is, how you want to introduce this partner to your
9 store.
10 Q. Is anyone higher than the level of store manager involved
11 in that orientation process?
12 A. Not that I have ever seen.
13 Q. And is your description of orientation any different in
14 District 380 specifically?
15 A. No.
16 Q. Are you aware of district training meetings in District
17 380?
18 A. Training meetings. I mean, we did like a holiday meeting
19 for like training around the holiday launch.
20 Q. Were there training meetings --
21 A. Nothing else --
22 Q. I'm sorry. I'll ask a more specific question. Were there
23 training meetings held by the district manager in District 380?
24 A. Who would the training involve? Do we know any
25 specific --

1 Q. Anyone -- any partners, I guess.
2 A. Gotcha. No, I have not heard of any. I'm sure there are
3 voluntary trainings, they do come up, but not something that
4 was ever like scheduled or put on my Outlook calendar or
5 anything like that. We do have development meetings, if that's
6 what you're referring to as training, but store managers run
7 those.
8 Q. Okay. I think -- I'll ask you about that in a second.
9 Who's responsible for promoting employees at a store?
10 A. Yeah. So let's say I wanted to train one of my baristas
11 to be a barista trainer. I would be in charge of promotion. I
12 would be in charge of training. Let's say I wanted to then
13 promote a barista trainer to shift lead. I would do an
14 assessment with that partner. Sometimes I would get another
15 manager involved if I felt like I was a little too close to the
16 situation and needed some sort of outside perspective. And
17 then that training for me there would happen with one of their
18 shift lead peers.
19 Q. When you say shift lead, is that also known as a shift
20 supervisor?
21 A. Yes.
22 Q. Okay. So that process you just described, are you
23 deciding to initiate that with respect to a certain partner as
24 the store manager?
25 A. So I would decide with the partner together. So if I felt

1 like a partner would be a really great candidate to be a shift
2 lead, I would approach them, or if a partner said, hey, this is
3 something I'm interested in, we would work to develop together.
4 Q. And does a store manager need the approval of a district
5 manager to promote an employee from, for example, barista to
6 barista trainer?
7 A. Not ever in my career at Starbucks have I had a district
8 manager who was involved in that process.
9 Q. Is that true within District 380 as well?
10 A. Yes. I was part of several barista to shift lead
11 assessments that our district manager did not attend.
12 Q. About how many would you say you were involved in within
13 District 380?
14 A. At least three. So they happened -- we called them
15 development days, and they would happen like a hiring event
16 that we had.
17 Q. Okay. Who's responsible for setting schedules in a store?
18 A. Store managers.
19 Q. Okay. What's your involvement in that process as a store
20 manager?
21 A. Yeah. So we have a system called service partner hours.
22 And that's where, let's say, we have a new hire. That's where
23 I would go in and set their availability according to what they
24 say. Partners then, from that point, have access to update
25 their availability in a request form, which I can either

1 approve or deny. So that schedule takes all of the
2 availabilities into account. There's also an ability for
3 partners to request specific days off, and that is also
4 accounted for in the service partner hours website. From
5 there, I would take that information and schedule just
6 according to the business need. So I would plug in an opener
7 and a closer and make sure that my store was staffed
8 appropriately.
9 Q. Okay. How often would you do that?
10 A. Weekly. And then when COVID hit, sometimes multiple times
11 a week, depending on whether or not I needed to rewrite the
12 schedule.
13 Q. After you came up with a schedule in the way you just
14 described, did you need to get the DM's approval before it went
15 into effect?
16 A. No.
17 Q. Did you need to get anyone else's approval?
18 A. No.
19 Q. Is everything you just described also true in District
20 380?
21 A. Yes.
22 Q. Can you tell us what the partner planning tool is in a
23 little detail?
24 A. Yeah. So the partner planning tool would be something
25 that I would use in my weekly cadence for staffing and

1 scheduling. So it would be one of the, like, hiring tools that
2 I would use to determine how many partners I needed to hire,
3 which day part I needed to hire them for. There is a tab that
4 says how many partners we're short and then how many partners
5 we're over in a separate tab. So it would tell me if I had a
6 staffing need that I needed to fill with hiring a new partner
7 or staffing need that I needed to fill with an adjustment to
8 availability.
9 Q. So you had -- I'm sorry. Did I interrupt you?
10 A. No.
11 Q. You had access to the partner planning tool as a store
12 manager?
13 A. Yes. It was actually one of the tools I was required to
14 use in my store manager approach.
15 Q. Okay. And is that also true in District 380?
16 A. Yes.
17 Q. What is the auto schedule tool?
18 A. Awful. So auto scheduling is an option that you have on
19 the partner -- the service partner hours. You can opt in or
20 opt out. Most managers I know and myself have opted out. But
21 it basically auto populates a schedule based on what the
22 computer thinks the need of your store is. From there, you
23 would go in and rewrite the schedule to actually work for what
24 your store needs.
25 So when I started at Starbucks, we had a different system

1 called GLS. Auto scheduling was not a part of that. It's
2 actually a newer tool that is offered on Starbucks technology.
3 So when I was trained, it just didn't make sense for me to use
4 that tool. And I think pretty much any store manager you ask
5 will tell you it is not a perfect system, you will always have
6 to rewrite something. So when I wrote schedules it was either
7 do copy schedule first from a schedule week that I had already
8 made or -- take Power and Baseline, for instance, the first
9 schedule I wrote there, I completely erased every shift and
10 started over from scratch so that I knew the schedules that I
11 was posting were right for the needs of the business.
12 Q. So how often did you actually use the auto scheduling
13 tool?
14 A. Auto scheduler, I never used. Every single time I would
15 opt out.
16 Q. Just to follow up on something you just said. How
17 frequently were you in contact with other store managers who
18 worked for Starbucks?
19 A. At least once a week. So specifically in District 380, we
20 had a weekly store manager meeting, and those were all via
21 Microsoft Teams. Other than that, it was all dependent on the
22 relationship you had built with your store manager peers.
23 There were weeks where I would only go to that meeting and then
24 not talk to one of my peers for the rest of the week until the
25 next meeting. There were weeks where we talked all the time.

1 Q. So what determined that variation?
2 A. The level of support that you needed. So if I had a
3 question about something going on in the store, I would reach
4 out to one of my store manager peers who had probably been
5 through something like that and could give me advice. There
6 were also other times where I had built friendships with store
7 managers and we had talked about the things going on in our
8 stores. You know, just, again, depending on the level of
9 support that you needed was how often I would be in contact
10 with my peers.
11 Q. What is the DCR?
12 A. The daily coverage report. So that is a report that -- so
13 when you print out a schedule, it prints out the schedule for
14 the entire week for every single person. The DCR breaks it
15 down and only prints out the schedule for that one day. It
16 prints out who is working, what their shift actually is, and
17 then it gives you a graph next to it that kind of shows you the
18 times that people are working. So it helps a lot for more
19 visual people to see it laid out like that.
20 Q. So how is a DCR created?
21 A. Yeah. So it bases all of the information on a DCR off of
22 the schedule that you have created. You can't populate a DCR
23 if there's no schedule for that week. But it's a system that
24 you run in the scheduling tool that you use.
25 Q. So the DCR is generated based on the weekly schedule that

1 a store manager creates?
2 A. Right.
3 Q. Is there ever a need to make adjustments to a DCR?
4 A. Yeah. Constantly. So let's say a partner switched
5 shifts. You would change the names on there. Or if a partner
6 came in late or stayed late or had to leave earlier, those are
7 notes that you would make on those DCRs, and then I, as the
8 manager, would go in and make sure those DCRs were accurately
9 reflected in the time card. So a lot of times -- let's say a
10 partner had to go home sick early. Obviously if you are sick
11 and you have to leave pretty immediately, you're not going to
12 stop to write your time in the book. So shift lead would
13 record or I would record what time that partner was leaving and
14 we would compare it, we would make sure when the partner came
15 back they would write the time that was on the DCR in the DRB,
16 or the daily record book, where the punch log was.
17 Q. All right. And everything you just described relating to
18 DCRs, is that also true within District 380?
19 A. Yes.
20 Q. All right. What's the Playbuilder tool?
21 A. A manning tool. So, again, when I started with Starbucks,
22 Playbuilder was not a tool that we had. It is a newer tool now
23 that people use to deploy their store. So let's say I've gone
24 into a store, this is my first day, I'm supposed to run the
25 store, I don't know any of the partners. It lays out -- let's

1 say we have three partners that I need to put on the floor. It
2 tells me where to put those three partners. And then with my
3 experience, I determine whether or not those are the actual
4 positions that I'm going to put them in.
5 Some of the systems do not update immediately, so when
6 your business changes or when your different production
7 channels change, the system doesn't catch up right away, so you
8 as the business manager have to determine where to actually put
9 these people if it doesn't align with what the deployment tool
10 says.
11 Q. Okay. And in your answer just now you said I a few times.
12 You're referring to times when you personally were the play
13 caller; is that correct?
14 A. Yes.
15 Q. And that would apply to anyone else who has the play
16 caller role?
17 A. Yes.
18 Q. So do you have to follow the Playbuilder tool as the play
19 caller?
20 A. No. Like I said, there are times where when you're
21 working with the Playbuilder tool, there are things that it's
22 telling you to do that do not make sense for the business that
23 you are running. So you would use your training as a leader on
24 the floor, whether as the manager that day or the play caller,
25 to determine where best to put people. Sometimes it's

1 accurate; most of the time it's not.
2 Q. Just tell us a little bit, how would you make those
3 decisions if you're not using the Playbuilder tool?
4 A. Yeah. So like I said, when I started at Starbucks
5 Playbuilder was not a tool that we had, so I learned deployment
6 very differently. It's a lot of problem solving in the moment,
7 analyzing the floor that you have, weighing your partner
8 strengths and opportunities, determining where the best places
9 are to put them, and then also paying attention to your flow of
10 traffic. So if you had a line of cars wrapped around your
11 store and no one in café, it doesn't make sense to have someone
12 focused solely on register with a support person helping on
13 register. You would want to shift them. And a lot of times
14 the Playbuilder doesn't actually help when you need to flex
15 partners. So I would use obviously my problem solving skills
16 to navigate that situation.
17 Q. Have you ever heard of someone being disciplined for not
18 using the Playbuilder tool?
19 A. No.
20 Q. And everything you just described about the Playbuilder
21 tool, does that apply within District 380 as well?
22 A. Yes.
23 Q. When you were working in the Power and Baseline store,
24 were you aware that other play callers were not using the
25 Playbuilder tool?

1 A. Yeah. Like I said, they're the same partners who have
2 been around and have been deploying since they -- before
3 Playbuilder a concept. And it's one of those things that once
4 you learn it, you do not forget it. So, yeah, a lot of people
5 do not use it.
6 Q. All right. Who's responsible for making adjustments to
7 the store's time tracking system? In other words, the punches
8 in and out at the beginning and end of the shift.
9 A. The store manager.
10 Q. Okay. Is anyone else responsible for doing that?
11 A. Partners clock in and out themselves, but anything outside
12 of that, the store managers make adjustments.
13 Q. Okay. And just tell us briefly how exactly -- what steps
14 do you go through to make those adjustments?
15 A. Yeah. So, again, if a partner needed to leave early or
16 forgot to clock in for their shift, they would document it in
17 the punch log in the DRB. If a partner wanted to use sick time
18 or vacation time, he would also write that in the DRB. From
19 there, part of my daily cadence in my SM approach would be to
20 check the time cards to make sure that there are no unpaired
21 punches, which means like someone clocks in but they're not
22 clocked out. So that's part of your daily cadence, is to catch
23 all of that. You would add in all of those punches so that by
24 Monday your payroll would be ready submit.
25 Q. All right. And is that process you just described any

1 different in District 380?
2 A. No.
3 Q. You mentioned this briefly before, but what's a store
4 manager's involvement when a partner requests a day off?
5 A. Yeah. I, as the store manager, would be in charge of
6 approving that. So let's say they put in a request on the
7 service partner hours website. I can either approve or deny it
8 based on the needs of the business. Or let's say, it was too
9 late for them to submit a time-off request for a schedule that
10 I'm writing, they could either text me or sit down with me. We
11 can have a conversation about the days off that they need, why
12 they need the days off, to see if I can accommodate that.
13 Q. And is that process any different in District 380?
14 A. No, it's not.
15 Q. You also mentioned earlier the process of holding
16 development conversations. Tell us how that process works
17 generally.
18 A. Yeah. So periodically, so literally every period, we have
19 something called a PDC, which is a partner development
20 conversation. Usually my first PDC in a store is a getting
21 know you PDC, where the partners are where they think they are,
22 where I've examined them to be, figure out their goals, what
23 kind of support they need. And then the next ones would be a
24 little bit more structured. We would use a tool called a PDP,
25 which is a personal development plan, and it's something that

1 they actively work on. It's like a personal action plan. So
2 any PDC from there would be referring to the PDP. There's a
3 lot of acronyms. But basically, those development
4 conversations will be very structured with a goal to help
5 partners get some training that they need.
6 There are also development conversations that we can have
7 with partners if they request to have them with you. And there
8 are also voluntary development meetings that we have sometimes
9 after those hiring events.
10 Q. Just to be clear, how is a PDP created in the first place?
11 A. Yeah. So, again, it kind of depends on the goals for what
12 your PDP is, whether or not you want to develop and move up in
13 a role or if you just want to become the best you can in your
14 own role. You would sit down with your store manager and
15 create a plan together. And that PDP is a written-out plan
16 that you follow as a partner.
17 Q. All right. Now the process you just described of what in
18 other places would be maybe called an evaluation
19 process/development process, is anyone higher than the store
20 manager involved in that process as you've described it so far?
21 A. Not between like a store manager and a barista or a store
22 manager and shift lead, but anyone higher than yes. The
23 district manager would be involved in that conversation.
24 Q. A DM would not be involved in a conversation regarding the
25 development of a barista or a shift supervisor?

1 A. No.
2 Q. And is everything you just described also true within
3 District 380?
4 A. Yes.
5 Q. If two partners within your store are having some kind of
6 conflict about anything, who would they go to, to talk to -- to
7 talk about that?
8 A. The store manager.
9 Q. Have you had that happen before?
10 A. Oh, yeah. Often.
11 Q. Are there any times when they would not go to the store
12 manager?
13 A. If they had an issue, it's the store manager.
14 Q. I guess this is a related question, which you may or may
15 not be able to answer. But if an assistant store manager had
16 an issue at work, who would they reach out to about that if the
17 store manager is not working at the time?
18 A. Their store manager.
19 Q. And how do you know that?
20 A. Because it happened pretty often. So, like I said, when I
21 got hired at Starbucks, I was hired in as assistant manager,
22 and we were told we need to reach out to the manager of the
23 store regardless of whether they were working or not. When I
24 started in California, store managers are like hourly salaried.
25 So we were expected to work 40 hours, but we still earned

1 overtime. In Arizona, store managers are salaried. So you're
2 expected to work 40 hours; anything you work over that is still
3 the 40 hours. So you are expected to be the point person that
4 your partners reach out to when they have questions about your
5 store specifically. If I had an assistant manager, they would
6 reach out to me as well.
7 Q. And so that expectation exists also within District 380?
8 A. Yes.
9 Q. What's a store manager's involvement in ordering new
10 supplies for the store?
11 A. You can choose to be as involved or as removed from the
12 process as possible. So let's say I work an opening shift
13 where I'm the key holder. I would do all of the ordering that
14 was supposed to be done that morning. There are specific days
15 where you have to order specific things. So let's say our big
16 weekly order, which is placed once a week needs to be ordered.
17 Some managers prefer their hourly partners to do it. Some
18 managers prefer to do it themselves, especially if you have to
19 order random things that you have to generate yourself instead
20 of what's on the actual order. So, again, you can be as
21 involved as you want. For myself, whenever I'm in a new store,
22 I like to handle placing orders, creating pars, organizing the
23 store myself until I'm comfortable and can hand it off to,
24 let's say, a shift lead who wants to develop.
25 Q. You mentioned the pars. How are the pars set, to your

1 knowledge?
2 A. So we have something called a par builder tool that I
3 think generates all of its numbers from the P&L based on what
4 your partners are bringing in, your inventory count. And from
5 there, it generates a report in like an Excel sheet. And then
6 I, as the manger and as the business owner looking more into
7 the future thing, different sales trends, from here would go
8 and then adjust as needed.
9 Q. And now, so in that process you just described, is the
10 district manager involved at all?
11 A. No.
12 Q. Is anything you just described about ordering different in
13 District 380?
14 A. No.
15 Q. All right. I want to ask you about finding coverage when
16 a partner is not able to work a particular shift. The first
17 question is, when you're finding coverage, are you able as a
18 store manager to require a partner to work a shift at another
19 store?
20 A. No.
21 Q. How do you know that?
22 A. How are you going to force someone to come into work when
23 they don't want to? I can reach out for coverage, but if
24 that's not one of my store partners, I can't just force them to
25 come work at my store. You know, usually partners are really

1 good about volunteering to cover shifts, but you can't force
2 someone to come into work.
3 Q. Okay. And just to be clear, I mean, you referred to
4 reaching out to find coverage, I think are the words you used.
5 Just specifically tell us what that means.
6 A. Yeah. So like I said, I came from California where cell
7 phone use is not encouraged because the company would then have
8 to pay for your cell phone usage, but in Arizona that's
9 different. So my entire time at Starbucks when we needed
10 coverage we would call partners to see if they'd be willing to
11 come in, or ask persons on the floor if they'd be willing to
12 extend. In Arizona they have a bunch of like group chats that
13 are specific there in stores and then there's a district group
14 chat. Not all partners have access to it. I think I was added
15 like maybe the third time that I needed help with coverage, but
16 you have to be added to the group, you can't find it in GroupMe
17 and that even then you're not required to have GroupMe so
18 again, now that partners have access to this. So, if you need
19 shifts covered the best that is to reach out to one of the
20 partners in your own store, explain the situation, hope they
21 come in, or extend, but more often than not, the store manager
22 is the person who has to go in and cover the shifts.
23 Q. You mentioned the group chat. That's for a bigger group
24 than the store itself. As far as you know are all the store
25 managers a part of that group chat?

1 A. They have to request that someone add them to it. So like
2 I said I had been in the district for I want to say almost two
3 months before someone added me to it.
4 Q. Do you know if the district manager was in it?
5 A. I think so.
6 Q. What's the district manager's involvement in finding
7 coverage generally?
8 A. Unless there's an emergency she doesn't get involved at
9 all, in my experience.
10 Q. Okay. So that's true in district 380?
11 A. Yes.
12 Q. And in other districts that you've worked in as well?
13 A. Yeah. District managers do not -- in my experience, and
14 every district that I've been in, district managers don't get
15 involved in stopping and scheduling for stores. Unless you
16 specifically reach out and say hey, this thing is happening, I
17 need help, can you back me up when I request from a peer that I
18 need help with coverage.
19 Q. Have you ever been in a situation where you had to close
20 down the store for the day because of a lack of coverage?
21 A. No. Your just expected to work short staffed.
22 Q. Okay. Have you ever heard of store closing for that
23 reason?
24 A. Because they were short covered? Yeah. Especially during
25 COVID. So we have had stores that had COVID outbreaks where

1 only four partners were not involved, so their stores were
2 closed early that day. They were closed for a couple days
3 until they could get more partners in. But before COVID, that
4 was not a standard practice, you would just work short.
5 Q. What -- tell us about the process for having a bar partner
6 work at your store? What do you have to do as a store manager?
7 A. So let's say you're posting the schedule, you realize
8 you're short staffed, you would reach out to a store manager
9 and say, hey, do you have any partners who are looking for
10 hours on the schedule, can I plug them into the shift? They
11 could then borrow them in the system, so literally go into
12 their partner profile, there's like a tab that says borrowed
13 site, so you would select the site that you want them to borrow
14 to, and then you would put a start date and an end date. Best
15 practice is to put an end date just so you're not being rude
16 and having borrowed partners in the system forever, because
17 it's very distracting if you write in the schedule, or looking
18 at your payroll. So that's what a borrowed partner would do
19 and then they would show up in your system, you'd be able to
20 input their partner hours.
21 There's also the flip side where there's a coverage need
22 and a partners like, oh, I'll come in and work that shift
23 today. Obviously, you haven't had a chance to schedule them
24 yet so they would come, they would work, they would write their
25 hours in the DRV and then when the store manager or myself

1 would get around to it we would reach out to the store manager
2 that that partner works under and ask them to put them in as a
3 borrowed partner and then we would input their hours and
4 process payroll like normal.
5 Q. And is that process you just described the same in district
6 380?
7 A. Yes.
8 Q. Are you familiar with the process for permanently
9 transferring a partner from one home store to another?
10 A. Yeah.
11 Q. How?
12 A. Very familiar. So I could word this multiple ways, but
13 let's start as me as the store manager and what my involvement
14 in that process is. So let's say I have a partner who wants to
15 transfer out of my store and go to a store in a different
16 district. What I would do is I would have my partner reach out
17 to their store manager to say hey, I'm interested in coming to
18 the store. Do you have a space for me. At that point that
19 store manager would most likely reach out to me to do due
20 diligence around any opportunities that this partnered had, any
21 strengths that they should know about, what their availability
22 is, and then they would either say, yeah, awesome, like lets
23 get this transfer going or they'd say, oh, no, I'm not
24 interested in that partner.
25 From there you'd fill out the transfer request form. I

1 would send it over to my district manager. My district manager
2 would send it to their district manager and then their district
3 manager I think would send it to the partner resource manager;
4 but, basically, if a partner wants to transfer from one store
5 to another there's a lot of communication between the partner
6 and their manager, and the staying partner as the new store
7 manager. And then also the store managers together. If I
8 wanted to transfer as a manager that process is a lot more
9 difficult because obviously there's fewer store manager
10 positions so you would need to partner with a district manager
11 and the partner resource manager to see if there's even a
12 position for you in that area. It's very involved.
13 Q. It sounds like it. So in that process can you as a store
14 manager be forced to accept a partner permanently transferring
15 into your store without your approval?
16 A. I have never been forced to take a transfer and I've never
17 heard of someone who was supposed to take a transfer.
18 Q. And all of that is true in district 380 as well?
19 A. Yes.
20 Q. All right. Brittany, I want to show you what is in the
21 record as Petitioner Exhibit 201 which is a larger PDF
22 document.
23 A. I have it open.
24 Q. If you could --
25 A. Five sixteen?

1 Q. Five, one, six.
2 A. Okay.
3 Q. All right. So this page is marked on the lower right hand
4 corner as employer 516, correct?
5 A. Yup.
6 Q. All right. Just to be sure we're talking about the same
7 page.
8 A. Yup. Page two oh three with a date of eight three TO
9 eight, nine, two thousand twenty.
10 Q. Okay. So, this is a weekly schedule for the Power and
11 Baseline Store, correct?
12 A. Looks like it, yeah.
13 Q. All right. Now, if you look in the first column on the
14 left-hand side and go down five or six rows you see partner
15 names with a lower case b in parentheses next to them. Do you
16 see that?
17 A. Yeah.
18 Q. And the first one is David Campbell Aceedes [sic]?
19 A. Yes.
20 Q. In your experience as a store manager why is this person
21 showing up on the schedule?
22 A. So, like I said, borrowed partners do show up in your
23 schedule. It is best practice, and it is common etiquette, to
24 put a start date and an end date for partners that you are
25 borrowing from other stores. It's extremely rude to not put an

1 end date because like I said, they show up in your payroll,
2 they show up on your schedule until you put an end date and
3 that's so managers have visibility to be borrowed partners.
4 Let's say I have a borrowed partner who is working in my store
5 for a couple weeks.
6 MS. NIEDECKEN: I'm sorry Brittany, I don't mean to
7 interrupt. I've lost her video, is everybody else still seeing
8 her -- oh, there she is. Okay. Sorry.
9 A. Sorry. Okay. Okay, so let's say I have a borrowed
10 partner who wants to work in my store for a couple weeks.
11 Having that visibility is super helpful for like if they're
12 working one shift at their store, I can still see what shifts I
13 can plug them in on my store. But then you will see like with
14 David, how he has the parentheses in front of his shift, that
15 doesn't apply to 5610 because there is a parenthesis with his
16 actual store number saying that those are the shifts for his
17 store. It's just bad form to leave partners like that in the
18 system because again, I deal with many different schedules, it
19 gets very confusing. Yeah.
20 Q. So in other words if I understand what you've just
21 described, David isn't working at the Power and Baseline Store
22 during this week of August 3rd 2020 and is in fact working at
23 store 13742, whatever that is. Is that correct?
24 A. Correct. And you can confirm that by that store number in
25 parentheses right in front of those shifts.

1 Q. And that's -
2 A. That's really for every partner in the entire company.
3 Q. If a store number appears in parentheses within the
4 schedule itself?
5 A. Yeah. So when you print out the schedules for the
6 partners to view sometimes it will actually say the store that
7 they're working at. Like written out which really messes up
8 when partners view the schedule. So there's the ability to go
9 in and edit the format when you're printing out the schedule to
10 exclude partners who are not working any shifts in your store
11 on that particular schedule.
12 Q. Okay. So that's all I wanted to ask you about that
13 document so you can close that or put that to the side.
14 HEARING OFFICER ANZALDUA: Before we do that there's also
15 a lower case K or capital K in parenthesis, what is that
16 supposed to mean?
17 A. Key holder. So that would be someone who is a shift
18 supervisor or manager.
19 HEARING OFFICER ANZALDUA: Okay. Thank you.
20 THE WITNESS: And then M stands for minor. Just in case
21 we come up on that.
22 HEARING OFFICER ANZALDUA: Okay; thank you.
23 THE WITNESS: Uh-huh.
24 Q. All right, Brittany, I'm going to ask you about something
25 else now. And, again, of course I'm asking you from your

1 prospective as a store manager. Generally, what's a district
2 manager's roll in the day-to-day operations of your store?
3 A. We don't have one in day-to-day operations. District
4 managers are more of like the big picture people. So I as a
5 store manager support my team and make sure they have all the
6 tools, the knowledge, the ability to run the floor when I'm not
7 there. A district manager is the person who makes sure I know
8 how to do my job. Yeah, so, like I said, if I don't see my
9 district manager for two months, that has no effect on my
10 ability as a store manager to do my job, or my store's ability
11 to run effectively.
12 Q. So do district managers direct the work of baristas or
13 shift supervisors on a regular basis.
14 A. No. That would be like a principal coming into the
15 classroom and teaching a kid how to do a math problem. It
16 doesn't happen.
17 Q. Within District 380, based on your experience, what was
18 the DM's involvement at the Power and Baseline Store?
19 A. Minimal. So when I took over J.R. told me that Tricia the
20 district manager, hardly ever checked in on him. He said he
21 was not the kind of manager that needed to be hand held so she
22 kind of just left him to do whatever he wanted and he was fine
23 that way. And I said, okay, cool. So she didn't show up at
24 the store very often, but obviously I as a new manager in her
25 district and in a new store in her district had expected her to

1 check in a little bit more and those check ins, I think I had
2 one before we found out that I was sick and needed a little bit
3 more support. And then she was there a little bit more
4 frequently.
5 Q. All right. Well -- so let's take that one thing at a
6 time. The first check in that you had with Tricia, what did
7 you do in that meeting?
8 A. It was more getting to know you meetings so it was like
9 tell me your coffee journey for Starbucks. Who are you? What
10 do you like? How are you going to fit in in this district,
11 like that.
12 Q. Okay. Did you talk about anything specific to the
13 operations of your store?
14 A. No.
15 Q. All right, and then what was the next time you saw Tricia
16 at the store?
17 A. Physically in the store was when I sat down and told her
18 that I had been diagnosed with Leukemia and that I needed to
19 step away so that I could focus on myself and that's the
20 meeting where I asked her for an assistant manager.
21 Q. Okay. Thanks for sharing that. Did you have any other in
22 person meetings with Tricia?
23 A. Afterward, yeah, there were several more around what I
24 needed. What support I needed personally. But they weren't
25 operational meetings.

1 Q. Okay. So I don't mean to get into anything, you know,
2 like personal, or overly sensitive, but when you say, what you
3 needed in terms of support, just generally what does that mean?
4 A. Yeah, so, the -- I have Leukemia which effects my immune
5 system, makes my body extremely weak. So, there was a point
6 where I was doing a shift, I was putting away product, and I
7 ended up collapsing on the floor because my body physically
8 couldn't handle it. Obviously, you can't run a store like that
9 and so it got to the point where I had to sit down with her and
10 say these are my physical limitations. These are my mental
11 limitations, I need to cut back on the amount of work that I'm
12 doing, but I still need my team to feel supported, here's what
13 I need from you in terms of an assistant manager, in terms of
14 you checking in with me, in terms of what my team needs to feel
15 supported. That's what I mean by that.
16 Q. All right. So how many times total did you meet with
17 Tricia in person while you were at the Power and Baseline
18 Store?
19 A. Maybe four.
20 Q. All right. And outside of those in person meetings, what
21 other contact did you have with her?
22 A. Yeah. Outside of that I think in the first meeting where
23 I met her in person was when she was doing the check in at the
24 Santan and 202 stores that I had originally transferred into,
25 and she was doing a check in with the store manager there

1 about, I think she needed help with determining like a leave of
2 absence for a partner and so I don't -- I really wasn't
3 involved in that conversation, but we met, she introduced
4 herself and then she left. Other than that we've had a lot of
5 virtual meetings. Like I said once a week we do virtual store
6 manager meetings. We've done like the fall launch meetings
7 that we're supposed to do. We did the holiday launch meeting.
8 Then there is the meeting where she let us know that she would
9 be leaving for Buffalo and how to seek support while she was
10 out there.
11 Q. All right. Now the virtual, the weekly virtual store
12 manager meetings, what did you discuss at those?
13 A. We went through the weekly update which is basically,
14 company newsletter that lets any partners know about updates
15 and operations, any promos that are coming out, stuff like
16 that. So, we'd go through that and make sure everyone
17 understood. There had been a lot of COVID policy updates that
18 we discussed celebrating store achievements, they were normally
19 around numbers and celebrating, like I said, the actual
20 achievements each store had.
21 Q. So, you didn't say it before but who was attending these
22 store manager meetings? If that's not obvious.
23 A. Yes; every store manager that was working that day, the
24 expectation was to come jump on the Zoom call. And so all
25 store managers in the district, and the assistant managers,

1 should have been on those meetings unless they had said
2 otherwise. So like unless on vacation or sick or something.
3 Q. How long did those meetings typically last?
4 A. About an hour.
5 Q. And what other contact did you have with the DM other than
6 what you just described?
7 A. We texted. So when I moved to Arizona I didn't know
8 anyone. I didn't have any family. I had no support system or
9 anything, so Tricia very quickly became that support system for
10 me. She was the first person I told when I was diagnosed. We
11 talked constantly about places to visit in Arizona. What
12 doctors she would refer me to. Stuff like that. So we texted
13 pretty often as well. But not about work stuff.
14 Q. Right. So was the texting strictly personal stuff?
15 A. Mostly. Yeah. Unless I had like a quick question while I
16 was at work and I tried calling her and she wouldn't answer, it
17 was easier to send a text and have her get back to me later
18 with an answer.
19 Q. And how frequently would you call the DM outside of the
20 contact that you described so far?
21 A. If there was like a system down and I needed to make her
22 aware of and she wasn't answering the phone, I would send her
23 text. For the most part you just want to let your district
24 manager know what's going on in your store. So like if someone
25 broke the bathroom sink off of the wall, or there was a burst

1 pipe in your backroom, or one of your registers went down, you
2 would either call and say hey, this is the situation, or if she
3 didn't answer her phone you'd just send her quick text to like,
4 this is what's going on and here's how I'm handling it.
5 Q. Did you have any kind of regular one on one check in with
6 her other than, you know, outside of describing a particular
7 event that just took place? Did you have a regular one on one
8 meeting, or call with her?
9 A. No. So when I came into Tricia's district she was also
10 dual district managing at different districts, so she wasn't
11 really present for my first two months in her district, and
12 then she was in Buffalo, and I was only in her district for
13 maybe six months tops. So, there wasn't really enough time for
14 us to have a regular meeting, but she wasn't around very often.
15 Q. You mentioned a holiday launch meeting that took place.
16 What was the DM's involvement in that meeting?
17 A. Well, she assigned managers to teach different sections of
18 the holiday launch and then at the actual holiday meeting she
19 stood up, she introduced herself, I talked to her a little bit
20 about her journey at Starbucks, and that was kind of it. It
21 was very store manager led. We had our own stations and
22 sections, and topics that we were all covering. Really
23 Tricia's only involvement was saying hey, you're in charge of
24 this, and then the store managers would run that section.
25 Q. So, was this a district wide meeting with all partners?

1 A. Yes.
2 Q. Okay. And you said we a couple times. Does that mean
3 store managers specifically?
4 A. Yes; I'm sorry.
5 Q. That's okay. Did you have any other launch meetings while
6 you were at the Power and Baseline Store?
7 A. Yeah. So we had our fall launch meeting with the big
8 pumpkin spice launch every year. And we had that launch, but
9 it didn't actually happen until I want to say two weeks after
10 the actual launch. Normally those launch meetings are supposed
11 to happen before the actual product launch so that partners are
12 prepared, managers can ask any questions before hand, but this
13 one happened to be afterward.
14 Q. Okay. And that meeting, was it the same basic format you
15 just described for the holiday launch meeting?
16 A. No. So, up until the holiday launch every, and like this
17 is across my entire career at Starbucks every promo launch
18 meeting that I was involved in was strictly store managers and
19 assistant mangers with the district manager, you would go
20 through the PPK, which is the period planning kit which
21 included the PPG, which was the period planning guide. We'd go
22 through, make sure you understood all of the different sections
23 of that guide, made sure that you had all of --
24 HEARING OFFICER ANZALDUA: I've lost her vocal. I've lost
25 her vocal. Hello, hello. What's going on?

1 THE WITNESS: Can you hear me?
2 HEARING OFFICER ANZALDUA: Now I hear you.
3 THE WITNESS: Okay. -- you've heard?
4 HEARING OFFICER ANZALDUA: Yeah, I don't know where I lost
5 you.
6 MR. HAYES: Just go ahead and repeat your answer, if you
7 can.
8 A. Yeah. So these meetings have always been around the PPK
9 and the PPG, the period planning kit and the period planning
10 guide. We would go through, and it would be different sections
11 around what beverages, do you expect any change in operational
12 standard? So those meetings were basically the level set and
13 make sure there was clarity if you had any questions. This
14 holiday meeting was the very first one like that that I've ever
15 attended.
16 Q. And it was different because there were all partners
17 present?
18 A. Yeah. So normally when we do these period planning
19 meetings it is specifically district manager talking to store
20 managers and assistant managers. And then from there it's the
21 store managers job to make sure their individual stores are
22 prepared for the launch.
23 Q. So, who's ultimately responsible for actually implementing
24 all of the operational changes that are involved in a
25 promotion?

1 A. Store managers are responsible for any of the trainings,
2 making sure that partners understand all of the new
3 expectations for each launch.
4 MR. HAYES: I think I'm just about done. Can I take five
5 minutes please?
6 **HEARING OFFICER ANZALDUA: We'll take a five-minute break**
7 **off the record.**
8 **(Off the record from 2:16 p.m. to 2:24 p.m.)**
9 **HEARING OFFICER ANZALDUA: Mr. Hayes, you can proceed.**
10 MR. HAYES: I have nothing further.
11 HEARING OFFICER ANZALDUA: Ms. Niedecken do you have any
12 questions?
13 MS. NIEDECKEN: I do have some questions. Could I have
14 just about 15 minutes to get my thoughts together and get
15 myself organized?
16 HEARING OFFICER ANZALDUA: Yeah. We can do that and we
17 can come back and 2:40 p.m.
18 MS. NIEDECKEN: Okay. Great. Thank you so much.
19 **HEARING OFFICER ANZALDUA: Thank you. We'll be off the**
20 **record.**
21 **(Off the record from 2:25 p.m. to 2:42 p.m.)**
22 HEARING OFFICER ANZALDUA: Ms. Niedecken, do you have any
23 questions for the witnesses?
24 MS. NIEDECKEN: I do, thank you.
25 HEARING OFFICER ANZALDUA: Go ahead.

1 MS. NIEDECKEN: All right.

2 **CROSS-EXAMINATION**

3 Q. BY MS. NIEDECKEN: Good afternoon, Ms. Harrison, I'm Brook
4 Niedecken, I represent Starbucks in this matter. I have a
5 couple questions for you this afternoon.
6 A. Okay.
7 Q. First of all, I think that you -- you are no longer
8 employed by Starbucks, correct?
9 A. Correct.
10 Q. And are you currently employed?
11 A. Yes.
12 Q. By whom?
13 A. A company called Cheer Lending.
14 Q. Anyone else?
15 A. No.
16 Q. I want to talk about your employment with Starbucks and
17 particularly, unless I say otherwise, I'm talking about the
18 time period where you were a store manager in with district
19 380.
20 A. Okay.
21 Q. I noticed that you worked at a number of other stores, and
22 we'll get a time line down here, but if I'm not clear I'm
23 really talking about that specific, I think it was like a five,
24 six month time period that you were a store manager in this
25 district.

1 A. Okay.
2 Q. I think you testified on direct that when you were a store
3 manager in Arizona you received a salary?
4 A. Yes.
5 Q. And so you received the same pay every week regardless of
6 how many hours you worked that week?
7 A. Yes.
8 Q. And, again, just trying to get my timeline down here. You
9 said you started with Starbucks in 2017. Would October of 2017
10 be right to you? Sound right to you?
11 A. October 2nd was my first day.
12 Q. Okay. And you started at store 13748?
13 A. Seal Beach and St. Cloud should be the cross streets
14 there.
15 Q. Okay; you just don't remember the store number?
16 A. No; I don't.
17 Q. I have it as Seal Beach and West.
18 A. I was supposed to be hired at Steal Beach and Westminster
19 but the manager there was on vacation in Europe so I actually
20 started my training in Seal Beach and St. Cloud.
21 Q. And how long were you at that store?
22 A. At St. Cloud? Four weeks.
23 Q. And then what store did you transfer to?
24 A. Seal Beach Westminster.
25 Q. Okay. Do you know if when you were working at the St.

1 Cloud store you were ever transferred to that store or if you
2 were just a borrowed partner in that store doing training?
3 A. I think I was just a borrowed partner.
4 Q. Okay. So for those four weeks you were a borrowed partner
5 in the St. Cloud store even though you would have been, your
6 home store would have been the Seal Beach and you said it was
7 Westminster? Sorry.
8 A. Yes.
9 Q. And you worked in that store just until a couple months
10 till December of 2017. Does that sound right?
11 A. Yes.
12 Q, Okay. And then the next store you worked at was the
13 Redondo and 7th store?
14 A. Yup.
15 Q. And that's store 9382?
16 A. Yes.
17 Q. How long were you at that store?
18 A. Maybe two months. I was covering a leave of absence for
19 another manager.
20 Q. Okay. And then the next store that you transferred to, do
21 you remember which store that was?
22 A. Seventh and Park.
23 Q. Okay. And was that in -
24 A. 10138, I think.
25 Q. Good memory, yes, 10138. That would've been in May of

1 2018?
2 A. Yes.
3 Q. And then how long were you at the Seventh and Park store?
4 A. I think almost, no, a little over two years. I remember I
5 had two prom seasons at that store, which is important because
6 it's right across the street from the high school.
7 Q. I'm looking at the company's records, and I just want to
8 make sure, so I have that you started at Seventh and Park in
9 May of 2018 and then you went to Belmont Four in June of 2020.
10 Does that sound about right?
11 A. Yeah.
12 Q. And then after the Belmont Shore store you worked there
13 for a couple months and then went to Ocean and Palomino, store
14 number 29579.
15 A. Yes.
16 Q. That sound right?
17 A. Yes.
18 Q. And then from there you stayed there from October of 2020
19 until you transferred within to district 380 in May of 2021.
20 A. Yes. What I will say is during COVID I was transferred
21 into Long Beach and Willow to cover a leave of absence and then
22 I was also transferred into Bellflower and Springs to cover a
23 leave of absence as well.
24 Q. And both the Long Beach and Willow and the Bellflower and
25 Spring stores, do you know if your transferred into them or if

1 you were just a borrowed partner at the store.
2 A. I was a borrowed partner in them.
3 Q. Okay. So they were never your home stores?
4 A. No. But I was the acting manager in those stores. So
5 based upon my accounts it seems like, and you were in the
6 Santan Village store which is 19282 for it looks like just
7 about a week or so before transferring to the Power and
8 Baseline store.
9 A. No; I was there for almost a month.
10 Q. Okay. A month. Would that have been from May 31st to the
11 end of June?
12 A. Yeah.
13 Q. Okay. So essentially for the month of June? So I'm
14 looking and it seems like there were seven stores that you had
15 as your home store during your employment with Starbucks. Does
16 that sound about right?
17 A. So, during and when COVID started, the reason I left
18 Seventh and Park was because it was closed. The lease was up
19 and they chose not to renew it. But at that point I had no
20 home store.
21 Q. Okay.
22 A. So that's when I was at Long Beach and Willow and
23 Bellflower and Spring.
24 Q. Okay. But you were as a borrowed partner of two stores?
25 A. Yeah.

1 Q. So Seventh home stores and a couple other stores that
2 you've worked in as a borrowed partner.
3 A. Yeah.
4 Q. And I want to be clear about our time line. So you went
5 to work a Power and Baseline June 28, 2021? That sound right?
6 A. Around there.
7 Q. The end of June?
8 A. Yeah. If I had the schedule in front of me I'd be able to
9 give you an exact date.
10 Q. Sure. Understood. But around the end of June 2021 and
11 then I think the last day that you worked in that store was
12 November the 13th?
13 A. Twelfth.
14 Q. November the 12th. But you were actually paid through the
15 first week in December and on the payroll at that Power and
16 Baseline store through December, the first week of December
17 2021; correct?
18 A. I was told that my last effective day was Eleven fourteen
19 in a text message from Tricia Lowder I was assured by Kiera
20 Bailey that I would be paid out the remaining of my notice
21 date so eleven twenty-eight would have been the final day.
22 Q. And I understand that maybe what Kiera, they had told you,
23 but the reality is that you received a payment and you were
24 paid your salary on December the 10th 2021 for the pay period
25 eleven twenty-two through twelve five, correct?

1 A. I should not have been -- I haven't checked my bank
2 account, but if I was paid more than that that wasn't the
3 agreed upon, I should have been paid through the twenty fifth.
4 Q. So you're not sure if you were paid through the fifth or
5 not?
6 A. Yeah, I mean I can check my bank account right now if
7 you'd like?
8 Q. Any reason to dispute that you were in fact paid as a
9 store manager at Starbucks through December 5th 2021?
10 A. No.
11 Q. And in fact you are eligible in receiving Starbucks
12 benefits through the end of December 2021, correct?
13 A. No.
14 Q. Okay. So you're not currently receiving benefits through
15 Starbucks?
16 A. Correct. My benefits ended 11/16.
17 Q. It's your testimony that your benefits ended 11/16/2021?
18 A. I also have a letter that says Starbucks terminated my
19 benefits effected 11/16; yes.
20 Q. Okay.
21 HEARING OFFICER ANZALDUA: Ms. Niedecken, I'm not sure
22 what the relevance of this line of questioning is. Can you
23 explain that?
24 MS. NIEDECKEN: I'm just trying to understand when she was
25 employed as a store manager and -

1 MS. HARRISON: I'm also trying to understand that; yeah.
2 MS. NIEDECKEN: I'm sorry.
3 HEARING OFFICER ANZALDUA: Right. And, you know, to what
4 it said is that relevant whether it's in late November or in
5 December, what is that relevant to the issues of this hearing?
6 MS. NIEDECKEN: I think they were talking about what her
7 duties were as a store manager and I'm just trying to establish
8 what time period she was a store manager. That's all.
9 HEARING OFFICER ANZALDUA: Okay. Well, you know, mid-
10 November till mid-December sometime, you know, if you need
11 something else before that -- besides that you can ask but
12 otherwise you can move on.
13 MS. NIEDECKEN: Okay. I'll move on for now. Okay.
14 Q. BY MS. NIEDECKEN: Just want to make sure that you
15 testified a lot about what happened in district 380 and you've
16 never been a district manager in district 380, correct?
17 A. Correct.
18 Q. You never been a district manager for Starbucks, correct?
19 A. Correct.
20 Q. You've never had responsibility to manage or supervise an
21 entire district in Starbucks.
22 A. I was a proxy manager for my district manager in Long
23 Beach twice.
24 Q. Okay. But not within district 380?
25 A. No.

1 Q. And so when you testified about what happens in district
2 380 your really only testifying about what your personal
3 knowledge is in the two stores in which you worked?
4 A. Correct. Which is why I've said in my experience.
5 Q. Sure. I understand. I just want the record to be clear.
6 I'm not trying to say that you were testifying any differently,
7 I just want to make sure that we're clear. And when you were
8 testifying about what your understanding of what happened to
9 district 380 that routed to the time frame that you were
10 actually working in either the store 19282 or store 5610,
11 correct?
12 While you were testifying today you sometimes referred to
13 individuals of shift supervisors or shift leads or key holder
14 and I just want to confirm that when you're testifying about
15 all three of those terms you were in fact referring to the same
16 position within Starbucks?
17 A. Sorry. Let me clarify it. A shift lead and a shift
18 supervisor are terms used interchangeably. A key holder is
19 anyone in a leadership position in that store, specifically the
20 person running the floor in that moment.
21 Q. Okay. And so the key holders would be either the shift
22 supervisors, the assistant store managers or a store manager?
23 A. Yes.
24 Q. Or if for some reason a district manager is covering as
25 proxy for a store manager would include the district manager?

1 A. I have never in my experience at Starbucks seen a district
2 manager be a proxy for a store manager. They would need alarm
3 codes, codes to the safe, access to cash handling in the store,
4 so they would have to sign a cash handling agreement to be a
5 key holder in that store.
6 Q. To your knowledge it could happen?
7 A. To my knowledge it has never happened. But I can't speak
8 for all district managers.
9 Q. Okay. And you can't speak to whether it could have been
10 or not because you're not a district manager?
11 A. Correct.
12 Q. But it would apply to at least, from your understanding,
13 shift supervisors, assistant managers, and store managers,
14 would all be considered key holders?
15 A. Yes.
16 Q. And Starbucks calls the individuals who report are sort of
17 on the hierarchy seat right below the assistant managers, they
18 call them shift supervisors, correct?
19 A. Yes.
20 Q. They don't call them shift leads?
21 A. Correct.
22 Q. I do have just a couple questions for you and I should
23 have started with this so I apologize, but is anyone in the
24 room with you currently while your testifying?
25 A. No.

1 Q. Has anyone been in the room with you at all while you've
2 testified today?
3 A. No.
4 Q. And are you currently at your home or are you somewhere
5 else?
6 A. I'm at work.
7 Q. Okay. And I forget where you said you worked; I'm sorry.
8 A. Cheer Lending. C-h-e-e-r L-e-n-d-i-n-g.
9 Q. Okay. And while you've been testifying have you been
10 communicating with anyone via text or chats or on the phone?
11 A. No.
12 Q. Including during any breaks?
13 A. I ran into one of my co-workers in the bathroom.
14 Q. Anyone else?
15 A. No.
16 Q. Okay. And I know that Mr. Hayes sent you a document and
17 we talked about that document with schedules, but do you have
18 any other documents in front of you or have you referred to any
19 other documents or written materials.
20 A. Yeah. Just, oh, sorry, just the notes that I took around
21 my timeline at Starbucks. I can send you a picture if you
22 want, but it's literally just handwritten note of what stores I
23 was at, who my district managers were at those stores.
24 Q. Okay. And you looked at them and referred to those notes
25 while you were testifying today?

1 A. When we were talking, yes, just so I could verify that I
2 had the right timeline when you were saying it, that's all.
3 Q. Sure, understood. I would like to have a copy of that
4 just to see what it is.
5 A. Yeah.
6 Q. If you could take a minute for, Ms. Harrison, to send that
7 out to everyone, please?
8 WITNESS: Ian, can I just send you the picture?
9 MS. HAYES: Just this time.
10 MS. HARRISON: Okay. I'm going to send it to the email
11 that you sent me that email so give me one moment.
12 MS. NIEDECKEN: Okay. Thank you. Do we want to go off
13 the record?
14 HEARING OFFICER ANZALDUA: We'll go off the record while
15 she does that.
16 MS. NIEDECKEN: Okay. Great. Thank you.
17 MS. HARRISON: Okay. That one's been sent.
18 **(Off the record from 2:57 p.m. to 2:58 p.m.)**
19 MS. HARRISON: Okay.
20 HEARING OFFICER ANZALDUA: All right. Let's go ahead and
21 go back on the record.
22 BY MS. NIEDECKEN: I think you said this on direct but I
23 just want to make sure that I'm clear. When you were a store
24 manager for the Power and Baseline store in district 380, if
25 you weren't physically present in the store, you weren't

1 scheduled, you said that you didn't have an ASM assigned to
2 your store, is that correct?
3 A. Correct.
4 Q. Okay. But you did have shift supervisors; correct?
5 A. Yes.
6 Q. And if you weren't in the store there was always a shift
7 supervisor assigned to cover in the store?
8 A. Yes; that is the standard.
9 Q. And those shift supervisors would be responsible for being
10 the most senior leader in the store at that time?
11 A. Yes.
12 Q. And they would be performing the necessary job duties of
13 the store manager while they're physically there in the store
14 during that time?
15 A. They would be performing their job as shift supervisors.
16 So around coaching performance development, running shifts,
17 customers, book work, stuff like that.
18 Q. Being the play caller?
19 A. Yes.
20 Q. Assigning other partners to different job tasks, job
21 responsibility?
22 A. Yes that is the job of the play caller.
23 Q. And when a shift supervisor is a play caller even if the
24 store manager is there, if the store manager is working
25 coverage hours, is the shift supervisor directing the store

1 manager as to where he's in the play?
2 A. It depends on the shift supervisors' level of experience.
3 So often if a shift supervisor does need guidance on how to
4 play, we would work together on that, but often if I'm
5 scheduled just for coverage, I let them lead me. It doesn't
6 happen all the time though, I do schedule intentionally. Well,
7 I did schedule intentionally so there were points where I would
8 schedule myself as coverage so I could work on the floor next
9 to someone and make sure they were working in standard and at
10 that point I would communicate with the shift lead and how to
11 play me.
12 Q. You talked a little bit about hiring and about the Taleo
13 system and said that once applicants are in Taleo, you as a
14 store manager could go in and select who you wanted to
15 interview. Do you remember that testimony?
16 A. Yes.
17 Q. And you have no responsibility or visibility into how
18 applicants actually get into the Taleo system, do you?
19 A. I have actually directed people in front of me how to
20 apply when they've, sorry, come in and get a resume, a lot of
21 times it will happen on Monday and it's when I'm doing my admin
22 work I the lobby so take Chase for instance, Chase was a
23 referral from one of the partners, he came in, we talked, I
24 talked to him for how to apply on Taleo and then his
25 application popped up right next to me and he set up his

1 interview that same day.
2 Q. Okay. And I think you testified that you weren't aware of
3 any recruiters having any assistance with the hiring process
4 within District 380, correct?
5 A. For hourly partners, correct.
6 Q. And they could have some assistance or they could have
7 some role, you're just not aware of it.
8 A. Correct.
9 Q. And I think you said that you hired two partners during
10 the time when you were a store manager within District 380?
11 A. Yes.
12 Q. And you terminated zero partners during that time
13 period, correct?
14 A. Incorrect. I had separated -- I separated Lauren
15 Stallion. And then I also processed transfers for other
16 partners as well.
17 Q. Okay. And I'm not talking about a transfer request that
18 a partner has asked to be transferred out or a separation if
19 a partner resigned voluntarily. I'm talking about
20 terminations where it's an involuntary separation. You've
21 not had any of those. If you didn't have of those when you
22 were a store manager within District 380 correct?
23 A. Correct. But at Starbucks we don't say termination, we
24 say separation. It is a word used interchangeably.
25 Q. Okay. But you would admit or agree with me that it's

1 different when a partner resigned or voluntarily leaves as
2 opposed to Starbucks as the employer making the decision that
3 the partner can no longer be employed.
4 A. Correct.
5 Q. Okay. And so it's that second key, the involuntary
6 termination that I called termination, you called it
7 separation. The choice of Starbucks, you didn't have any
8 instance where you as a manager had to recommend or suggest
9 or actually effectuate a separation where a partner didn't
10 want to be separated?
11 A. Correct.
12 Q. And same question or similar question with regards to
13 corrective actions. You didn't have to actually recommend,
14 implement, or deliver any corrective actions during a time
15 that you were a store manager within District 380, correct?
16 A. I delivered several written verbal coachings.
17 Q. Okay. So that is a document that you filled out and
18 sent over to Partner Relations as an official corrective
19 action?
20 A. No. That is documented coaching conversation that I'd
21 print out and I'd put in their file.
22 Q. And how many of those are you testifying that you did?
23 A. Maybe four.
24 Q. And this is all when you were a store manager at the
25 Power and Baseline store?

1 A. Correct.
2 Q. And prior to -- who were the individuals that you issued
3 these corrective actions to?
4 A. Again they were documented coaching conversations, they
5 were not corrective actions. But there was Izzy, for time
6 attendance. Guiliani, for time and attendance. Tyler, for
7 performance management. And then Lauren, again for time and
8 attendance.
9 Q. So you said that they were not corrective actions, they
10 were documented counseling? I'm sorry, I just want to make
11 sure I understand.
12 A. Documented coaching. Yes.
13 Q. So documented coaching is not in Starbucks' vernacular
14 considered a corrective action?
15 A. Correct.
16 Q. And so you didn't issue any corrective action at the
17 time that you were employed as a store manager in District
18 380, correct?
19 A. Correct. For performance management, I never needed to.
20 Q. Okay. And so these documented corrective counseling you
21 said for Izzy, Guiliani, Tyler, and for -- I'm sorry, I
22 didn't catch the last one.
23 A. Lauren.
24 Q. Lauren. In all four of those incidences, I think you
25 testified on direct that your district manager was aware that

1 you were going to issue those before they happened?
2 A. No.
3 Q. You never had any discussion with your district manager
4 about those counselings?
5 A. No.
6 Q. Was your manager aware that those counselings were
7 occurring?
8 A. Was my district manager aware? No.
9 Q. And are you aware that issuing counselings without
10 making your district aware would have been in violation of
11 Starbucks' expectation of policy?
12 A. That has never been my experience with Starbucks, so no,
13 that has never been a coaching that I have received.
14 Q. Okay. When you were -- the two people that you fired
15 while you were a store manager at Power and Baseline, were
16 either one of those individuals rehired, meaning they had
17 previously been employees at Starbucks?
18 A. No. I'm sorry, Chase and Kevin. Kevin was the second
19 name.
20 Q. So you never had the opportunity to hire any -- someone
21 who was a rehire to District 380?
22 A. I'm sorry, I lost the audio there. That is correct. I
23 did not hire a rehire in District 380.
24 Q. I think you said on direct that you had heard of the
25 virtual coaching tool and that you had been trained on it but

1 that you had never had the opportunity or the need to use it.
2 A. Correct. So when the tool rolled out, everyone was
3 trained on how to use it.
4 Q. You also talked about development conversations and you
5 said the district manager is involved in development
6 conversations you made to ASMs or SM, Assistant Store
7 Managers or Store Managers.
8 A. Yes.
9 Q. And the district manager may be involved in performance
10 self development conversations of shift supervisors or
11 baristas, just not in your experience.
12 A. Yes.
13 Q. The wages of the baristas and shift supervisors were not
14 set by store managers during the time period that you were
15 employed by Starbucks, correct?
16 A. Correct.
17 Q. And that is set by the compensation team?
18 A. Yes. I have made requests for different partners based
19 on performance for raises but not for the 380 district.
20 Q. Not within District 380 and someone else had to approve
21 those increases at the time?
22 A. Yes.
23 Q. Similar question, benefits. Benefits that Starbucks
24 partners received, those are all something at the corporate
25 level and not at the store manager on a local level?

1 A. Correct.
2 Q. I think you talked about this earlier but I just want to
3 be clear. As a partner, be it a barista or a store manager,
4 if either of you have a complaint, you could go to your next
5 level supervisor with that complaint, true?
6 A. Yes.
7 Q. You could also go to partner relations?
8 A. Yes.
9 Q. You could go to partner relations or that partner
10 resource manager?
11 A. Yes.
12 Q. You could go to the ethics and compliance group?
13 A. Yes.
14 Q. Or if you you're a barista or shift supervisor, or at
15 anytime you could go to the district manager?
16 A. Yes.
17 Q. And as a store manager, you can go to the district
18 manager or the Regional Director?
19 A. The Regional Director does not make the contract
20 information available for everyone, so it would be district
21 manager or Partner Resources.
22 Q. Okay. You testified on direct that it is your
23 understanding that it's the expectation for your shift
24 supervisors to reach out to you even when you were not
25 working. Do you remember that testimony?

1 A. I do.
2 Q. Did anyone within District 380, be it the district
3 manager, the PRM, the Regional Director, tell you that that
4 was in fact supposed to be the case?
5 A. My management peers had shared that with me throughout
6 my entire experience at Starbucks, including District 380.
7 Q. Okay. So you're saying other store managers told you
8 that they believe the expectation was that shift supervisor
9 should reach out to the store manager even when you're not on
10 shift?
11 A. Yes.
12 Q. Well, my question was a little bit different. Did your
13 supervisor, the district manager, or anyone else above you
14 tell you that that was in fact the case?
15 A. No.
16 Q. I know that you didn't terminate anybody or, you know,
17 involuntarily terminate anyone while you were a store manager
18 in District 380. But I do want to make sure that you said
19 that if you were to terminate someone, you would partner with
20 Partner Relation or your PRM. Did I hear you right when you
21 said that? Is that correct?
22 A. Correct.
23 Q. Sorry, I didn't hear you. I think I was talking and you
24 were talking, that was my fault.
25 Okay. You also said your district manager needs to be

1 aware of any termination before it happens.
2 A. Correct.
3 Q. So when you are doing an actual write up, you want to
4 have a conversation with the district managers to make sure
5 they are aware. You do not need their permission but make
6 sure they know.
7 A. Right.
8 Q. And your experience again would have been outside of
9 District 380 because you didn't issue a corrective action
10 when you were a store manager in that district, the district
11 manager didn't overrule or disagree with the suggestion that
12 you were making.
13 A. That is correct.
14 Q. And are you aware that there is an appeal process that
15 partners can go through if they do disagree with the
16 corrective action or the termination that they received?
17 A. I am aware.
18 Q. And in that instance, one of the potential outcomes
19 would be that the corrective action or the termination
20 decision is overruled.
21 A. Sure. I issue them, so yes.
22 Q. And that is in fact made by someone higher than a store
23 manager, correct?
24 A. I would also assume so, yes.
25 Q. When you were in District 380, so again, I know it was a

1 short period of time, a couple of months, did District
2 Manager Tricia Lowder schedule vacation buddies? Does that
3 sound familiar to you?
4 A. A vacation buddy?
5 Q. Another store manager who would cover your store manager
6 duties as a proxy while you were on vacation?
7 A. Yes.
8 Q. And so there was a store manager that you were assigned
9 to one of your peers who would cover your store manager
10 duties at your store when you were on vacation?
11 A. Yes.
12 Q. And that peer was someone within the same District 380?
13 A. Yes.
14 Q. And that store manager or that proxy was assigned by the
15 district manager?
16 A. Yes. In District 380, yes.
17 Q. Correct. You talk a little bit about the first sip.
18 And you said you did not experience anyone within
19 District 380 other than the store manager performing the
20 first sip portion of a barista's training, correct?
21 A. Correct.
22 Q. How many of those trainings did you actually have to do
23 when you were a store manager in District 380?
24 A. I was part of -- I want to ballpark maybe eight of them.
25 So I got to observe the interviewing of six, four other

1 partners that were hired and trained at Store 5160 for his
2 store, Ellsworth and Riggs. And then the few that I did
3 myself.
4 Q. Okay. And the two that you did yourself were for who?
5 A. Kevin and Chase.
6 Q. I thought Chase didn't start until after you --
7 A. You're right, I'm sorry, I did not do his first sip.
8 Q. So you performed a first sip with Kevin.
9 A. Yes.
10 Q. And you observed J.R. perform a first sip for I think
11 you said six partners?
12 A. Yeah, around there. What I will say is for Chase, I did
13 his onboarding paperwork with him and I gave him all of the
14 equipment that he would need to start as a partner. It was
15 the understanding that he would start training the next week.
16 Then he would step in, his training would start.
17 Q. Okay. So back to you observed J.R. performing the first
18 step for six partners, I think is what you said.
19 A. Uh-huh.
20 Q. And those partners were all giving them first sip in
21 Store 5610?
22 A. Yes.
23 Q. But they were actually hired and were to work at a
24 different store. I think you said Ellsworth and Riggs?
25 A. Yes.

1 Q. Do you know what that store number is at the top of your
2 head?
3 A. I don't.
4 Q. Okay. But they were connected in training in this store
5 other than their home store.
6 A. Correct. Because Ellsworth and Riggs was not within
7 distance yet.
8 Q. Okay. And other than the first sip, the rest of the
9 portion of the barista training is connected by a barista
10 trainer?
11 A. Correct.
12 Q. And those trainers are also baristas, correct?
13 A. Yes.
14 Q. While you were a store manager at the Power and Baseline
15 store, you weren't involved in promoting any partners from
16 baristas to shift supervisor, correct?
17 A. Correct.
18 Q. You weren't also involved in promoting any partners from
19 shift supervisors to assistant manager, correct?
20 A. Correct.
21 Q. And you also weren't involved in promoting anyone from
22 an assistant manager to store manager?
23 A. Correct.
24 Q. So you had no experience within District 380 being
25 involved in any promotion?

1 A. Correct. I did work on developing with several
2 partners, but not specifically promotion.
3 Q. Understood. While you testified on direct, you talked
4 about being in contact with other store managers within the
5 district.
6 A. Yes.
7 Q. And you said sometimes, you know, you met at least once
8 a week and sometimes you'd have to talk with them a lot, more
9 frequently, and sometimes maybe you didn't need to talk to
10 them more than that once a week.
11 Is that fair?
12 A. That is fair, yeah.
13 Q. And in that instance where you were talking to them on
14 more than just that weekly meeting, that was because you had
15 an issue when you were speaking assistants or collaboration
16 with them to help resolve the issue, operational issue,
17 whatever it might be?
18 A. Could be. So if I had a question, if I needed coverage,
19 if someone had a question, reach out to me.
20 Q. I understand. You also talked about the number of times
21 that you communicated with or saw your district manager
22 Tricia Lowder.
23 A. Uh-huh.
24 Q. And during that five months that you were a store
25 manager within District 380, if I wrote this down correctly,

1 I think you said she visited your store at least four times?
2 A. Yes.
3 Q. And you were in the store at least those four times?
4 A. Yes.
5 Q. And that you also were in contact with her via text and
6 on the phone?
7 A. Uh-huh.
8 Q. Is that a yes?
9 A. Yes. Sorry.
10 Q. Make it easy on the court reporter. Sorry.
11 A. Sorry, Grant.
12 Q. And then you also mentioned that there were weekly store
13 manager meetings that the district manager would be on?
14 A. Yes. But on occasion she did not attend for various
15 reasons.
16 Q. Okay. But typically she attended those weekly store
17 manager meetings.
18 A. Yes.
19 Q. And there were times during that five-month period where
20 you were store manager within District 380 when Ms. Lowder
21 was physically in your store when you were not in the store,
22 correct?
23 A. I can't speak to that because I wasn't there.
24 Q. Okay. She could have been.
25 A. I guess -- yeah.

1 Q. Your shift supervisors, if they observed or witnessed
2 misconduct on the part of a barista, they can recommend to
3 you that someone be given corrective action if you are not
4 physically in the store at the time it occurs, correct?
5 A. No. So they can relay the situation and then I would
6 determine what the next step would be from there.
7 Q. Understood. But generally what they're telling you is
8 this happened, it was a problem, and I think you need to do
9 something about it.
10 A. Yeah, it would be this thing happened, I'm bringing it
11 to your attention.
12 Q. Got it. Understood. You talked a little bit on direct
13 about the fact that it is your opinion you can't force people
14 to come into work if they don't want to come to work,
15 correct?
16 A. Correct.
17 Q. And that would be true if it's a shift in their home
18 store or a shift in another store, correct?
19 A. Correct.
20 Q. But what could happen and I think you said you actually
21 issued a couple of counselings regarding time and attendance.
22 Is that partners could be giving counselings or corrective
23 actions for violating the policies about reporting to work
24 when scheduled, correct?
25 A. Correct. If you are scheduled, there is an

1 acknowledgement you need to show up for that time.
2 Q. And that would be true if you're scheduled either in
3 your home store or scheduled in another store.
4 A. Correct. If you have been scheduled in another store,
5 you have volunteered to pick up that shift.
6 Q. But the expectation is that once you're on the schedule,
7 the same rules apply. If you're on the schedule, you need to
8 work that shift or find coverage.
9 A. Correct. That you can't be forced to work at a shift --
10 at a store that's not your home store without your approval
11 first.
12 Q. Similar with your shifts at your home store, too, right?
13 A. What do you mean?
14 Q. So partners indicate when they're available to work at
15 their home store and they find availability to indicating
16 when they want to work a shift in their home store.
17 A. When they're available to, yes.
18 Q. And that availability applies to shifts at their home
19 store and shifts at other stores?
20 A. Yes.
21 Q. And so if they don't want to work on Saturday, for
22 example, they would just indicate on the availability form
23 that they're not available on Saturday.
24 A. Yes.
25 Q. You talked about stores that closed down during COVID

1 because of lack of coverage. Do you remember that testimony?
2 A. Yes.
3 Q. But the only time you were experienced that a store had
4 closed?
5 A. Regarding my experience in District 380, yes.
6 Q. And your understanding or do you know that when those
7 stores were closed, whether they had to speak to the district
8 manager approval before the stores closed?
9 A. I can't speak to that because those were not my stores.
10 Q. Okay. You just don't know.
11 A. Correct. I cannot speak to that.
12 Q. Talked a little bit about permanent transfers. And I
13 think you said that you actually were involved in a few
14 transfers when you were a store manager in the Power and
15 Baseline store; is that correct?
16 A. Yes.
17 Q. And I think what you said was the store manager from the
18 sending store and the store manager from the receiving store
19 were both involved, correct?
20 A. Yes. Correct.
21 Q. And that the district manager from the sending floor and
22 the district manager from the receiving floor were also
23 involved in that permanent transfer.
24 A. Correct. That is correct.
25 Q. And you said you've never been forced to take a

1 transfer, right?
2 A. That is correct.
3 Q. Have there been instances where individuals have wanted
4 to transfer and you have said as a store manager, I would
5 prefer not to have that partner in my store?
6 A. Yes.
7 Q. And do you know if there are any instances where an
8 individual said I wanted to transfer but the district manager
9 said you don't want that partner in our district?
10 A. No, not that I can think of.
11 Q. Okay. But it could have happened, you just might not
12 know about it?
13 A. Yes.
14 Q. Okay. You made the analogy during your direct testimony
15 about the district manager's role in stores and you said:
16 The district manager's like a principal and a principal
17 doesn't teach math. Is that --
18 A. I said a principal would not come in and teach a student
19 how to do a math problem, yes.
20 Q. Okay. So my experience has been that principals do in
21 fact come in and teach students math problems. So --
22 A. One student? They would help one student with one math
23 problem?
24 Q. I actually had a principal help one of my students, one
25 of my children with a math problem. So I --

1 A. That's really good.
2 Q. It is. But I guess to my point is you also testified
3 that at particularly after you were informed that a district
4 manager was out or that you were sick that Ms. Lowder did
5 come in and provided additional assistance and you saw her
6 more frequently as a result of issues that you were having
7 with your help; is that correct?
8 A. No. Tricia Lowder did come in more frequently. She
9 was --
10 MS. NIEDECKEN: I lost --
11 HEARING OFFICER ANZALDUA: Yeah, it looks like we lost
12 the witness's video feed and she's not in the participant
13 list. So let's just wait a few minutes to see if she comes
14 back.
15 MS. NIEDECKEN: Okay.
16 **(Off the record from 3:26 p.m. to 3:28 p.m.)**
17 HEARING OFFICER ANZALDUA: Okay. Ms. Niedecken, you can
18 go ahead and re-ask the question you were asking.
19 MS. NIEDECKEN: I'll try to remember where I was.
20 Q. BY MS. NIEDECKEN: But I think the question that I asked
21 was that you had said that your district manager Ms. Lowder
22 was available more and provided you more support after you
23 indicated that you were ill; isn't that correct?
24 A. Yes.
25 Q. Okay.

1 A. So -- can you hear me okay?
2 Q. Yes.
3 HEARING OFFICER ANZALDUA: Yes.
4 THE WITNESS: Okay. So yes, Tricia would come into the
5 store more frequently to speak with me. That she would
6 not -- oh my gosh. I'm sorry, but she did not actually
7 provide assistance to the store. It was more like an in-
8 person counseling.
9 Q. BY MS. NIEDECKEN: Okay. You also said that you, you
10 know, as a store manager, your practice was to keep your
11 district manager aware what was happening in the store and
12 that you had daily contact with your store -- with your
13 district manager just to make sure that that information was
14 flowing up as it was appropriate. Do you remember that, did
15 I catch that right?
16 A. Yes.
17 Q. When you were having those conversations with
18 Ms. Lowder, how -- sorry, are you -- can you see me?
19 A. Yes.
20 Q. Okay. Sorry, you popped off there for a second.
21 When you were having this conversation with Ms. Lowder
22 about your health and what you needed personally, she
23 referred you to Partner Resources and specifically mentioned
24 week of absence, correct?
25 A. Yes.

1 Q. And you chose not to take a leave of absence?
2 A. Correct.
3 MS. NIEDECKEN: I think that I am probably just about
4 done. I need to review the notes that Mr. Hayes sent over.
5 And so if I could have just a couple of minutes, I think I
6 might wrap up here pretty quickly.
7 HEARING OFFICER ANZALDUA: Yeah. Let's go ahead and
8 take five minutes and then we'll come back at 3:35.
9 MS. NIEDECKEN: Okay. Great. Thank you.
10 **HEARING OFFICER ANZALDUA: We'll be off the record.**
11 **(Off the record from 3:30 p.m. to 3:38 p.m.)**
12 HEARING OFFICER ANZALDUA: All right. Ms. Niedecken,
13 any additional questions for the witness?
14 MS. NIEDECKEN: Yes, I do, I have just a few more.
15 HEARING OFFICER ANZALDUA: Go ahead.
16 Q. BY MS. NIEDECKEN: Ms. Harrison, I had Mr. Hayes send
17 you what I marked as Employer Exhibit 217, which is a copy of
18 the original photograph of the notes that Union were
19 referencing earlier during your testimony.
20 **(Employer Exhibit 217 marked for Identification.)**
21 Do you have that document?
22 A. Yes, I do.
23 Q. And I have just a couple of questions about these notes.
24 Is that -- is it your handwriting that we see on this
25 notepad?

1 A. Yes.
2 Q. And it's just one page of notes?
3 A. Correct.
4 Q. And is that the -- those are the only notes that you
5 referenced and referred to during your testimony today?
6 A. Correct.
7 Q. And when did you make these notes?
8 A. Right before I was told I was going to be talking to you
9 guys. So just before lunch, I came back -- like, I'm going
10 to before lunch and write down what I thought I would need to
11 remember for this.
12 Q. Okay. So you made these notes this morning right around
13 lunchtime?
14 A. Yes.
15 Q. And I just want you to read through them because while
16 you have very pretty handwriting, I'm not sure I could --
17 A. You know if you could read it? Yeah, that's good.
18 Q. So if you wouldn't mind just reading through starting at
19 the top. I think it says -- I'm not even guess. I'm just
20 going to have you read it.
21 A. That's fair. I -- so the first four lines are the
22 company missions and values. So creating culture where
23 everyone's welcome. Actively challenging the status quo.
24 Being present, transparent, and respect. Delivering best and
25 accountable.

1 Q. Okay. If I could just stop you right there, if you
2 don't mind. Those four lines, did you write those down from
3 memory or is that something that you looked up and wrote
4 back?
5 A. No, they're from memory.
6 Q. Okay. All right. So it looks like the next thing is a
7 number 1 through 8. Can you tell me what they -- it says 1
8 through 8?
9 A. Yeah. So 1 through 8 is referring to the store manager
10 approach as outlined in the employee guide which again I
11 wrote down from memory. So staffing and scheduling, teaching
12 and training, sales and inventory ops standard. Business
13 analysis and problem solving. Prioritizing and planning,
14 culture and communication, coaching, performance and dev,
15 which is short for development.
16 Q. And earlier when you testified about your store manager
17 approach, were you referring to and reading from these notes
18 when you did that -- when you had that testimony?
19 A. Yes.
20 Q. Now it looks like at the bottom there's some additional
21 writing. Can you tell me what that says?
22 A. Yeah. So that's my employment timeline. So Seal Beach,
23 St. Cloud. SB stands for Seal Beach and Westminster 7th and
24 Redondo, 7th and Park, Long Beach and Bellow, Bell Flower and
25 Spring, 2nd and Covina, Ocean Palomino, Santan 202, Power and

1 Baseline.
2 Off to the right-hand side there are brackets and those
3 are the district managers that I interacted with at those
4 stores. So Don Peterson was the district manager who I
5 started in his district. Number 2, is Margaret Worley. And
6 then Amanda Davis. There was a time period between Margaret
7 and Amanda was Sharon. So I put Sharon as 3 and 6. And then
8 after Amanda was Brittany. After Brittany, again was Sharon,
9 and then Tricia.
10 Q. Okay. Did you refer to any other documents or materials
11 when making any of these notes?
12 A. No.
13 MS. NIEDECKEN: And I move to admit Exhibit 217.
14 MR. HAYES: No objection.
15 HEARING OFFICER ANZALDUA: Employer Exhibit 217 is
16 admitted.
17 **(Employer Exhibit 217 received in evidence.)**
18 Q. BY MS. NIEDECKEN: I think on your direct testimony,
19 Ms. Harrison, you talked about when you moved to Arizona, you
20 didn't have a support system and you considered your district
21 manager Ms. Lowder part of that support system.
22 A. Yes.
23 Q. Do you remember that testimony? Is that a yes? I'm
24 sorry.
25 A. I said yes.

1 Q. Oh, okay. I didn't hear you. I'm sorry.
2 And would you say that the partners who worked for you
3 in the store, including the baristas and supervisors would
4 also be part of that support system?
5 A. In a lesser sense. So I'd say, you know, telling them
6 my problems is not appropriate but speaking to my leader
7 about how it would affect my ability to do my job was
8 appropriate.
9 Q. And you would say that you became close with some of the
10 partners who worked in the Power and Baseline store during
11 your period as the store manager?
12 A. Yeah, I would say that.
13 Q. And you socialized with them outside of work, correct?
14 A. We had a storewide game night that I invited them to,
15 yes.
16 Q. And would you say that that socialization had continued
17 even after you stopped working in the store?
18 A. Now that I don't work there, I still continued those
19 game nights and invited them, yes. But they are in public
20 places, specifically -- in Palm Beach.
21 Q. And you actually have partners over to your home for
22 different events, including a Thanksgiving that you had with
23 some other partners in this store at Power and Baseline.
24 A. I had a Thanksgiving dinner that I did invite Tyler to
25 because he told me he didn't have family to spend it with.

1 Q. Any other instances where you had partners come from
2 Power and Baseline store over to your home either before or
3 after your employment with Starbucks ended?
4 A. I think just the game night and Thanksgiving.
5 Q. No other times where you socially had meetings or
6 conversations with employees or partners from Power and
7 Baseline?
8 A. Meetings, no. Conversations outside of work, often.
9 Yeah.
10 Q. How often would you say that you still communicate with
11 partners from the Power and Baseline store?
12 A. I'd say at least once a week. Tyler talked to me last
13 night saying that he flew to Canada and landed safely.
14 Q. And during your employment with Starbucks, you reached
15 out to the Petitioner in this case, what was united, talk
16 about your experience with Starbucks and how upset you were
17 about some of the issues you were having at Starbucks.
18 MR. HAYES: Objection. How is this relevant?
19 HEARING OFFICER ANZALDUA: How is this relevant,
20 Ms. Niedecken?
21 MS. NIEDECKEN: Again, we're talking about what she did
22 as a store manager and I'm just trying to figure out all the
23 things that she did while she was employed as a store
24 manager.
25 MR. HAYES: Okay. You know that that has nothing to do

1 with her direct testimony before her activity taken as a
2 store manager.
3 HEARING OFFICER ANZALDUA: I think you're -- I'll
4 sustain the objection, I don't think it's relevant
5 information of her communications with the Petitioner. If
6 you have questions about her job duties while she was acting
7 as the store manager, you're free to ask that, but otherwise,
8 move on.
9 MS. NIEDECKEN: Mr. Hayes, I believe that Ms. Stepp has
10 forwarded you what was marked as Employer Exhibit 215 and
11 216?
12 **(Employer Exhibit 215 and 216 marked for Identification.)**
13 MR. HAYES: Yes, I forwarded those to the witness
14 already.
15 MS. NIEDECKEN: All right. Thank you.
16 Q. BY MS. NIEDECKEN: Ms. Harrison, if you could pull up
17 what was previously marked as Exhibit 215, please.
18 A. Okay.
19 Q. And I'll first ask you, do you recognize this document?
20 A. Yes, that is my resignation letter.
21 Q. And you sent this letter to Ms. Lowder, correct?
22 A. Correct.
23 Q. And how did you send it to her? Did you hand it to her
24 in person, did you send it to her in an e-mail?
25 A. It was by e-mail.

1 Q. Okay. Do you remember what day you sent your
2 resignation letter to Ms. Lowder?
3 A. I do, it was on the 12th of November.
4 Q. November 12th?
5 A. Yes.
6 Q. Of 2021, correct?
7 A. Correct.
8 MS. NIEDECKEN: Move to admit Exhibit 215.
9 HEARING OFFICER ANZALDUA: Any objections?
10 MR. HAYES: No objection.
11 HEARING OFFICER ANZALDUA: Employer's Exhibit 215 is
12 admitted.
13 **(Employer Exhibit 215 received in evidence.)**
14 Q. BY MS. NIEDECKEN: Ms. Harrison, if you don't mind
15 pulling up what was previously marked as Exhibit 216.
16 A. Okay.
17 Q. And I'll ask you, I don't know that you have seen the
18 document before but I'll ask you if you have seen this
19 document before.
20 A. I have not.
21 Q. Okay. If you look it indicates that the -- there's a
22 request of separation as of December the 5th, 2021; do you
23 see that?
24 A. Where do you see that?
25 Q. Any reason to doubt that your employment with Starbucks

1 was officially ended as of December 6 or shortly thereafter?
2 A. Other than the text messages I received from Tricia and
3 -- giving my final day, no.
4 Q. And I think -- I was just wondering if this would impact
5 your memory or your recollection about when you were paid
6 through by the employer. And if it didn't, it didn't.
7 A. I don't understand what you're saying.
8 Q. Sure. Does the e-mail here on Exhibit 216, does this
9 refresh your recollection or your memory about whether you
10 were paid through December 6 by Starbucks as a store manager
11 in the Power and Baseline store?
12 A. Like I said, I can check my bank account to see that pay
13 stub or I can wait until the pay stub arrives at my house. I
14 don't have any reason to believe that I wasn't paid, but I'm
15 unsure where the date of December came from.
16 MS. NIEDECKEN: Okay. All right. Move to admit 216.
17 MR. HAYES: I'm objecting to that on the ground of
18 relevance. Throughout this I've not seen how any of this
19 matters.
20 HEARING OFFICER ANZALDUA: What is the relevance?
21 MS. NIEDECKEN: Really just establishing some background
22 into employment and time held in the position. That's all.
23 HEARING OFFICER ANZALDUA: The witness has never seen
24 this document, so it seems like it's still in dispute
25 whether, you know, this December 6th date is accurate or not.

1 It seems like she was told a different date. If you have a
2 witness that you want to call to authenticate this or to
3 establish a better date, you can do that. But I don't think
4 there's been any foundation for this and absent of
5 stipulation by the parties. Put it in the rejected exhibits
6 folder, if you'd like.
7 MS. NIEDECKEN: I would, please, thank you.
8 HEARING OFFICER ANZALDUA: Okay. I'll do that.
9 Employer's Exhibit 216 is rejected but we can place that
10 in the rejected exhibit folder.
11 **(Employer's Exhibit 216 rejected.)**
12 MS. NIEDECKEN: I have nothing further.
13 HEARING OFFICER ANZALDUA: Mr. Hayes.
14 MR. HAYES: I have just a few things.
15 HEARING OFFICER ANZALDUA: Go ahead.
16 **REDIRECT EXAMINATION**
17 Q. BY MR. HAYES: So Brittany, you were asked on cross-
18 examination about the basis for your testimony. And of
19 course Counsel said that it was limited in time to the times
20 you were working in District 380.
21 Do you remember that line of questions?
22 A. I do remember that, yes.
23 Q. You also testified that on direct examination that when
24 you first arrived in the district, you talked through J.R.
25 about what involvement he had had with the district manager

1 before the time you arrived in the district, correct?
2 A. Correct.
3 Q. And do you know what period of time that applied to?
4 A. In his career in the district and Trish's district.
5 Q. Do you know about how long that is?
6 A. I don't.
7 Q. And then you're asked a series of questions about
8 scheduling and availability at home store and other stores.
9 I just want to clarify the testimony.
10 So is it possible for a partner to be scheduled at a
11 store other than their home store without the partner
12 agreeing to work at that other store?
13 A. No.
14 Q. So in other words, if they agree to work at another
15 store and then don't show up, they could be coached for that,
16 correct?
17 A. Correct. You cannot just randomly schedule someone at a
18 store without them agreeing first.
19 Q. Okay. And then regarding the last issue you were asked
20 about about, you know, when your last date of employment was.
21 I just want you to reiterate on the record, what did you
22 request as your last day?
23 A. November 28 was my last day.
24 Q. November 2-8?
25 A. Yeah, 11-28-21.

1 Q. Okay. And was it your understanding that that was your
2 last day until today?
3 MS. NIEDECKEN: Objection. I thought that this wasn't a
4 relevant line of testimony. If he can ask about it, then I
5 should get to ask about it. Is it relevant or it's not
6 relevant?
7 MR. HAYES: You asked about it for five minutes.
8 HEARING OFFICER ANZALDUA: I'll overrule your objection.
9 She's been asked about this a few times, so she can clarify
10 as she needs to. Go ahead.
11 Q. BY MR. HAYES: Go ahead, Brittany.
12 A. So like I stated at the beginning, I received a text
13 message from Tricia Lowder saying my last day was 11-14.
14 Later -- three days later, I received a text message from
15 Kiera Bailey saying that my last day was 11-28. And that's
16 how I heard about that.
17 MR. HAYES: Thank you. Nothing further.
18 HEARING OFFICER ANZALDUA: Ms. Niedecken, anything --
19 follow up?
20 MS. NIEDECKEN: I just have a couple questions.
21 HEARING OFFICER ANZALDUA: Go ahead.
22 Q. BY MS. NIEDECKEN: You just testified in response to a
23 question from Mr. Hayes that you had never scheduled a
24 partner to work at your store who's a bar partner without
25 their agreement, correct?

1 A. Correct.
2 Q. You're not aware --
3 A. I have never scheduled one of my partners to work at a
4 different store without their agreeing.
5 Q. I'm sorry, I was speaking over you and that's my fault.
6 What was that?
7 A. That I had never scheduled one of my partners to work at
8 a different store without their agreeing.
9 Q. Okay. But you are not aware or it could have happened
10 that another store manager scheduled a partner from one of
11 your stores or from any other store to work at their store
12 even without their -- that partner's agreement?
13 A. I can't speak to what other managers do in their stores.
14 Each store operates independently.
15 Q. Understood. But you didn't see him do it?
16 A. I can't expect a 17 year old without a car to work at a
17 store 20 miles away. That's not right, so no, I would not do
18 that.
19 Q. You just testified in response to a question from
20 Mr. Hayes that you requested that your last day be
21 November 28th. Why did you want that to be your last day?
22 A. That specific date because that schedule was already
23 posted. So I agreed to work out the remainder of my
24 scheduled shift.
25 MS. NIEDECKEN: I have nothing further.

1 HEARING OFFICER ANZALDUA: Mr. Hayes, any last follow-up
2 on that?
3 MR. HAYES: Yeah. Just one thing.
4 **RECROSS-EXAMINATION**
5 Q. BY MR. HAYES: Again, about the scheduling of partners
6 at stores other than their own store. Brittany, was it your
7 understanding that you had the authority to order or direct a
8 partner to work at a store other than their own store without
9 their accept --
10 A. No. No.
11 MR. HAYES: Nothing further.
12 HEARING OFFICER ANZALDUA: Okay. Ms. Harrison, thank
13 you for your time and your testimony today and appreciate it
14 and the information you provided.
15 You can go ahead erase from your testimony, you can go
16 ahead and mute yourself and you can go off screen.
17 THE WITNESS: Thank you.
18 HEARING OFFICER ANZALDUA: Thank you.
19 All right, Mr. Hayes are there any other witnesses that
20 Petitioner wants to call?
21 MR. HAYES: No, the Union rests subject to rebuttal.
22 HEARING OFFICER ANZALDUA: Ms. Niedecken, any witnesses
23 Employer wishes to call?
24 MS. NIEDECKEN: Why don't you give me just a few minutes
25 to makes sure. I don't think so but I want to just double

1 check.

2 **HEARING OFFICER ANZALDUA: Sure. Let's take a five-**

3 **minute break and then come back on the record.**

4 **And we'll be off.**

5 **(Off the record from 3:56 p.m. to 4:02 p.m.)**

6 HEARING OFFICER ANZALDUA: All right. Ms. Niedecken,

7 are there any additional witnesses the Employer wishes to

8 call on rebuttal?

9 MS. NIEDECKEN: No.

10 HEARING OFFICER ANZALDUA: Okay. All right. At this

11 point, I'll ask the parties to give me their final position

12 regarding the appropriate unit position are issued.

13 So Mr. Hayes, what are the Petitioner's final position

14 regarding the appropriate unit in this matter?

15 MR. HAYES: That a single story unit is appropriate.

16 HEARING OFFICER ANZALDUA: And is the Petitioner

17 prepared to proceed to an election if any unit found

18 appropriate -- in any unit found appropriate in this matter?

19 MR. HAYES: Yes.

20 HEARING OFFICER ANZALDUA: Ms. Niedecken, what is

21 Employer's final position regarding the appropriate unit?

22 MS. NIEDECKEN: That only a district-wide in unit in

23 District 380 of baristas and shift supervisors is

24 appropriate.

25 HEARING OFFICER ANZALDUA: Okay. And as noted in the

1 beginning of this hearing, the Regional Director has
2 determined that individuals with the job title assistant
3 store manager will be voted subject to challenge.
4 Do the parties understand that?
5 MR. HAYES: Yes.
6 MS. NIEDECKEN: Yeah.
7 HEARING OFFICER ANZALDUA: And I don't believe there
8 are, but any outstanding stipulations agreed to during these
9 proceedings are now received.
10 Now I would like to explore election details in the
11 event an election is directed. If an election is directed,
12 it will be scheduled for the earliest part -- date practical.
13 And has either party's position changed concerning the
14 election details provided in its position statement or a
15 responsive state in position?
16 MR. HAYES: The Union has not.
17 MS. NIEDECKEN: Company has not.
18 HEARING OFFICER ANZALDUA: All right. Now does any
19 party perceive an impediment to conducting an election
20 whether it's now valid or in-person if an election is
21 directed between say December 20th and the end of January
22 2022?
23 MR. HAYES: Mr. Hearing Master, I'm actually not sure
24 what the question is getting at. Could you explain that?
25 I'm sorry, I'm not --

1 HEARING OFFICER ANZALDUA: Are there any -- do the
2 parties see any impediments holding a mail ballot election
3 during that time period or in-person election during that
4 time period?
5 MR. HAYES: Not that the Union is aware of.
6 MS. NIEDECKEN: The only issue that I could perceive
7 are, you know, the obvious holidays. And between that time
8 period, there's a New Year's Eve, New Year's Day, Christmas
9 Eve, Christmas day holiday. And additionally, if it is a
10 mail ballot election that is ordered the additional time lag
11 and time issues that we've experienced this last year and
12 into this year on the mail in December and January would be
13 an additional impediment that mail ballot could have.
14 HEARING OFFICER ANZALDUA: Okay. Does the Petitioner
15 have a position on that potential impediment?
16 MR. HAYES: I think the concern would be more -- more
17 limited and I think I -- the Union would ask that an in-
18 person election, if it's ordered, not fall in the week
19 between Christmas and New Year's which are, you know, tend to
20 be bigger holidays and would most likely lead to a lower
21 turnout.
22 HEARING OFFICER ANZALDUA: Okay. And is it still the
23 Employer's position that an in-person election could not take
24 place at the store location?
25 MS. NIEDECKEN: The Employer's position that a district-

1 wide unit is appropriate and then for an off-site location
2 will be -- be preferred locations. But are you saying if an
3 election is ordered, it's just this store?
4 HEARING OFFICER ANZALDUA: Correct.
5 MS. NIEDECKEN: Would the Employer be amenable to using
6 the store location as a voting location?
7 HEARING OFFICER ANZALDUA: That's correct.
8 MS. NIEDECKEN: Can I go off the record for just one
9 second? I just want to make sure I don't speak out of turn.
10 **HEARING OFFICER ANZALDUA: Sure. Let's go ahead and go**
11 **off the record.**
12 **(Off the record from 4:07 p.m. to 4:08 p.m.)**
13 HEARING OFFICER ANZALDUA: Okay. Let's go back on the
14 record.
15 Ms. Niedecken?
16 MS. NIEDECKEN: The Employer's position is that any in-
17 person election should be done at an off-site location.
18 HEARING OFFICER ANZALDUA: Okay. Given that, please be
19 advised that if the Employer does not agree to permit the
20 election to be held at the Employer's facility, the Regional
21 Director has discretion to direct a mail ballot or off-site
22 election.
23 Does any party anticipate the need for the notice of
24 election or ballots to be translated?
25 MR. HAYES: No.

1 MS. NIEDECKEN: No.
2 HEARING OFFICER ANZALDUA: Okay. And, Ms. Niedecken, do
3 you have a name, address, e-mail address, fax number, a
4 telephone number of an Employer's onsite representative to
5 whom the Regional Director should transmit the notice of
6 election if an election is directed?
7 MS. NIEDECKEN: I can send that over to the Regional
8 Director. It'll likely to the district manager.
9 HEARING OFFICER ANZALDUA: And who is that?
10 MS. NIEDECKEN: Tricia Lowder.
11 HEARING OFFICER ANZALDUA: Okay. And if -- if an
12 election is directed, may the region communicate with your
13 election observer regarding election procedures and any
14 issues that arise during election, you know, the pre-election
15 conference and the ballot count?
16 MS. NIEDECKEN: Yeah.
17 HEARING OFFICER ANZALDUA: And Mr. Hayes?
18 MR. HAYES: Yes.
19 HEARING OFFICER ANZALDUA: And, Mr. Hayes, if an
20 election is directed with the Petitioner, who would be
21 entitled to receive the voting list, does the Petitioner
22 receive -- or does the Petitioner wish to waive the ten-day
23 or any portion of the ten-day requirement?
24 MR. HAYES: Yes, we'll waive the entire period.
25 HEARING OFFICER ANZALDUA: All right. The Regional

1 Director will issue a decision in this matter as soon as
2 practical and will immediately transmit the documents to the
3 parties and their designated representatives by e-mail,
4 facsimile, or by overnight mail if either e-mail address or
5 facsimile number is provided.
6 Prior to this hearing, the parties were provided with a
7 Form NLRB-5580, description of voter list requirement after
8 hearing in certification and decertification cases which
9 explains the Employer's obligation to furnish a voter list
10 should an election be directed in this matter. That document
11 is marked for identification as Board Exhibit 5.
12 Are there any objections to the receipt of Board
13 Exhibit 5?
14 MR. HAYES: No objection.
15 MS. NIEDECKEN: No objection.
16 HEARING OFFICER ANZALDUA: Hearing no objection, Board
17 Exhibit 5 is received into the record.
18 **(Board Exhibit 5 received in evidence.)**
19 HEARING OFFICER ANZALDUA: All right. Any party is
20 entitled upon request to a reasonable period at the close of
21 the hearing for oral arguments.
22 Does any party wish to make such a request at this time?
23 Hearing none, any party desiring to submit a brief to
24 the Regional Director shall be entitled to do so within five
25 business days after the close of this hearing. Copies of the

1 brief shall be served on all parties to the proceeding and a
2 statement of such service shall be filed with the Regional
3 Director together with the brief.
4 No reply brief will be -- may be filed except upon
5 special permission of the Regional Director.
6 Does any party wish to waive the filing of post-hearing
7 briefs?
8 MS. NIEDECKEN: The Employer would like the opportunity
9 to file post-hearing brief.
10 HEARING OFFICER ANZALDUA: Okay. Briefs shall be due on
11 December 21st, 2021.
12 MS. NIEDECKEN: Do we know when the transcript will be
13 ready, Mr. Anzaldua? Just for purposes of trying to get a
14 brief done in a timely manner.
15 COURT REPORTER: On a C-case -- excuse me, an R-case,
16 it's normally three days required.
17 MS. NIEDECKEN: Would that be, Mr. Grant, on or before
18 close of business on the 17th?
19 COURT REPORTER: I would assume so.
20 MS. NIEDECKEN: And would it be five days from the date
21 of receipt of the transcript Mr. Anzaldua or five days from
22 today?
23 HEARING OFFICER ANZALDUA: Five days from today. So the
24 briefs will be due on December 21st, business day.
25 MS. NIEDECKEN: Given that there is going to be a lag in

1 getting the transcript and the ability to draft a brief
2 without a transcript, the Employer would like to request an
3 extension of that time period.
4 HEARING OFFICER ANZALDUA: Does the Petitioner have a
5 view on that?
6 MR. HAYES: Yeah, the Union opposes any extension or any
7 further delay.
8 HEARING OFFICER ANZALDUA: I'm going to deny the request
9 for an extension of time to file briefs. It's regional
10 practice to deny that absent, you know, extenuating
11 circumstances. So briefs will be due on December 21st, 2021.
12 The parties are reminded that pursuant to Section 102.5
13 of the Board's rules and regulations, briefs, and other case
14 documents must be filed by electronically submitting or
15 e-filing through the agency's website unless the party filing
16 the document does not have access to the means for filing
17 electronically or filing electronically would oppose an undo
18 burden. Briefs or other documents filed by means other than
19 e-filing must be accompanied by a statement explaining why
20 the filing party does not have access to the means for filing
21 electronically or filing electronically would impose an undue
22 burden.
23 Filing a brief or other document electronically may be
24 accomplished by using the e-filing system at the agency's
25 website at www.nlrb.gov. Once the website is accessed, click

1 on e-file documents, enter the NLRB case number, and follow
2 the detailed instructions. The responsibility for the
3 receipt of the document rests exclusive with the sender.
4 Failure to timely file the brief will not be excused on the
5 basis that the transmission could not be accomplished because
6 the agency's website was offline or unavailable for some
7 other reason absent a determination of technical failure of
8 the site with notice of such posted on the website.
9 All right. Before we close the record, Grant, do you
10 have the exhibits that we discussed today?
11 COURT REPORTER: I do not have Board 5.
12 HEARING OFFICER ANZALDUA: Okay. I'll send that over to
13 you shortly.
14 COURT REPORTER: Okay. And, Brooke, you can e-mail me
15 and I'll send that for the transcript forward.
16 MS. NIEDECKEN: Perfect. Thank you so much.
17 COURT REPORTER: You bet.
18 HEARING OFFICER ANZALDUA: All right. If there's
19 nothing further, the hearing will be closed.
20 Anything further from Employer?
21 MS. NIEDECKEN: No, sir.
22 HEARING OFFICER ANZALDUA: Anything further from the
23 Petitioner?
24 MR. HAYES: No.
25 HEARING OFFICER ANZALDUA: All right. Before I do that,

1 I do know that the parties' statement of positions and
2 responsive statement of positions go pretty in-depth into the
3 reasons why a manual election should take place or a mail
4 ballot election should take place.
5 Is there anything further that either party wants to add
6 to that?
7 MR. HAYES: I don't think so. I think we covered -- the
8 Union covered at least the basic arguments that we have on
9 that point.
10 HEARING OFFICER ANZALDUA: For the Employer?
11 MS. NIEDECKEN: Not today. Anything additional will be
12 addressed in the brief.
13 **HEARING OFFICER ANZALDUA: Okay. All right. Hearing**
14 **nothing further from the parties, the hearing is now closed.**
15 **And we'll be off the record.**
16 **(Whereupon, at 4:16 p.m., the hearing in the above-entitled**
17 **matter was concluded.)**
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1 **CERTIFICATION**

2 This is to certify that the attached proceedings before
3 the National Labor Relations Board, Region 28, in the matter
4 of **Starbucks Corporation and Workers United**, Case No. **28-RC-**
5 **286556**, via videoconference, on **December 14, 2021**, was held
6 according to the record, and that this is the original,
7 complete, and true and accurate transcript that has been
8 compared to the recording, at the hearing, that the exhibits
9 are complete and no exhibits received in evidence or in the
10 rejected exhibit files are missing.
11
12
13
14
15 _____
16 Grant Dayley
17 Official Reporter
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BOARD'S EXHIBITS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

In the Matter of: **Case No.: 28-RC-286556**

STARBUCKS CORPORATION

Employer

and

WORKERS UNITED

Petitioner

Place: Videoconference
Dates: December 10-14, 2021

OFFICIAL REPORTERS

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-EIGHT

Re:

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED a/w SEIU

Petitioner

BOARD EXHIBIT FILE
INDEX AND DESCRIPTION OF FORMAL DOCUMENTS

Board Exhibit	1(a)	Original Petition in Case 28-RC-286556 filed November 18, 2021.
	1(b)	Notice of Representation Hearing, dated November 19, 2021.
	1(c)	Affidavit of Service of 1(a) and (b), dated November 19, 2021.
	1(d)	Index and Description of Formal Documents.

BD Exhibit 1(d)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED a/w SEIU

Petitioner

AFFIDAVIT OF SERVICE OF: Petition dated November 18, 2021**, Notice of Representation Hearing dated** November 19, 2021**, Description of Procedures in Certification and Decertification Cases (Form NLRB-4812), Notice of Petition for Election, and Statement of Position Form (Form NLRB-505).**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 19, 2021, I served the above documents by electronic mail and regular mail upon the following persons, addressed to them at the following addresses:

Starbucks Corporation
6807 East Baseline Road, #102
Suite 100
Mesa, AZ 85209
tlowder@starbucks.com

Starbucks Corporation
2401 Utah Avenue South
Suite 800
Seattle, WA 98134
kevin.johnson@starbucks.com

Workers United a/w SEIU
22 South 22nd Street
Philadelphia, PA 19103
rminter@pjbwu.org

Adam-Paul Tuzzo, Attorney at Law
Littler Mendelson, P.C.
111 East Kilbourn Avenue, Suite 1000
Milwaukee, WI 53202
atuzzo@littler.com

Brooke E. Niedecken, Attorney at Law
Littler Mendelson PC
41 South High Street, Suite 3250
Columbus, OH 43215
bniedecken@littler.com

Ian Hayes, Attorney at Law
Creighton, Johnsen & Giroux
1103 Delaware Avenue
Buffalo, NY 14209
ihayes@cpjglaborlaw.com

November 19, 2021
Date

Mary H Zorn, Designated Agent of NLRB
Name

/s/ Mary H Zorn
Signature

BD Exhibit 1(c)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED a/w SEIU

Petitioner

NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 AM on **Friday, December 10, 2021** and on consecutive days thereafter until concluded, via videoconference, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Section 102.63(b) of the Board's Rules and Regulations, Starbucks Corporation must complete the Statement of Position and file it and all attachments with the Regional Director and serve it on the parties listed on the petition such that is received by them by no later than **noon** Mountain Standard time on **December 02, 2021.** Following timely filing and service of a Statement of Position by Starbucks Corporation, the Petitioner must complete its Responsive Statement of Position(s) responding to the issues raised in the Employer's and/or Union's Statement of Position and file them and all attachments with the Regional Director and serve them on the parties named in the petition such they are received by them no later than **noon** Mountain Standard on **December 07, 2021**.

Pursuant to Section 102.5 of the Board's Rules and Regulations, all documents filed in cases before the Agency must be filed by electronically submitting (E-Filing) through the Agency's website (www.nlrb.gov), unless the party filing the document does not have access to the means for filing electronically or filing electronically would impose an undue burden. Documents filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Detailed instructions for using the NLRB's E-Filing system can be found in the E-Filing System User Guide

The Statement of Position and Responsive Statement of Position must be E-Filed but, unlike other E-Filed documents, must be filed by **noon** Mountain Standard on the due date in order to be timely. If an election agreement is signed by all parties and returned to the Regional Office before the due date of the Statement of Position, the Statement of Position and Responsive Statement of Position are not required to be filed. If an election agreement is signed by all parties and returned to the Regional office after the due date of the Statement of Position but before the due date of the Responsive Statement of Position, the Responsive Statement of Position is not required to be filed.

Dated: November 19, 2021

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director
National Labor Relations Board
Region 28

FORM NLRB-502 (RC)
(2-18)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE	
Case No. 28-RC-286556	Date Filed November 18, 2021

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlrb.gov/, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. **PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE -** A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. **The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.**

2a. Name of Employer: Starbucks Corporation	2b. Address(es) of Establishment(s) involved *(Street and number, City, State, ZIP code):* 6807 E. Baseline Rd., #102, Suite 100, Mesa, AZ 85209
3a. Employer Representative - Name and Title: Kevin Johnson, President and CEO (see attached for Tricia Lowder)	3b. Address *(if same as 2b - state same):* 2401 Utah Avenue South, Suite 800 Seattle, WA 98134

3c. Tel. No.	3d. Cell No.	3e. Fax No.	3f. E-Mail Address
206-318-2212			kevin.johnson@starbucks.com

4a. Type of Establishment *(Factory, mine, wholesaler, etc.)*	4b. Principal Product or Service	5a. City and State where unit is located:
Coffee shop	Food and beverage	Mesa, AZ

5b. Description of Unit Involved:
Included:
All full-time and regular part-time Baristas, Shift Supervisors, Asst. Store Managers
Excluded:
Store Managers; office clericals, guards, and supervisors as defined by the Act

6a. Number of Employees in Unit: 28

6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? ☒ Yes ☐ No

Check One: ☐ 7a. Request for recognition as Bargaining Representative was made on (Date) _____ and Employer declined recognition on or about (Date) _____ (If no reply received, so state).
☐ 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8a. Name of Recognized or Certified Bargaining Agent *(If none, so state)*	8b. Address:
None	

8c. Tel. No.	8d. Cell No.	8e. Fax No.	8f. E-Mail Address

8g. Affiliation, if any:	8h. Date of Recognition or Certification	8i. Expiration Date of Current or Most Recent Contract, if any *(Month, Day, Year)*

9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? _____
(Name of Labor Organization) _____, has picketed the Employer since *(Month, Day, Year)* _____

10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. *(If none, so state)*
None

10a. Name	10b. Address	10c. Tel. No.	10d. Cell No.
		10e. Fax No.	10f. E-Mail Address

11. Election Details: If the NLRB conducts and election in this matter, state your position with respect to any such election:

11a. Election Type: ☐ Manual ☒ Mail ☐ Mixed Manual/Mail

11b. Election Date(s):	11c. Election Time(s):	11d. Election Location(s):
12/9/21	N/A	N/A

12a. Full Name of Petitioner *(including local name and number):*	12b. Address *(street and number, city, State and ZIP code):*
Workers United	22 South 22nd St Philadelphia, PA 19103

12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent *(if none, so state):*
Workers United

12d. Tel. No.	12e. Cell No.	12f. Fax No.	12g. E-Mail Address
646-448-6414		215-575-9065	

13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.

13a. Name and Title:	13b. Address *(street and number, city, State and ZIP code):*
Ian Hayes, Attorney	Creighton, Johnsen & Giroux 1103 Delaware Ave., Buffalo, NY 14209

13c. Tel. No.	13d. Cell No.	13e. Fax No.	13f. E-Mail Address
716-854-0007		716-854-0004	ihayes@cpjglaborlaw.com

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name *(Print)*	Signature	Title	Date
Ian Hayes	Ian Hayes	Attorney	11/18/21

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

BD Exhibit 1(a)

Attachment to RC Petition

Section 3 – Employer Representative

Tricia Lowder
District Manager
tlowder@starbucks.com
(480) 242-4100

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

Correct Name of Employer: Starbucks Corporation
Case No. 28-RC-286556
Correct Name of Petitioner: Workers United

STIPULATION

We stipulate and agree that:

1) We have been informed of the procedures at formal hearings before the National Labor Relations Board by service of the Statement of Standard Procedure with the Notice of Hearing. The Hearing Officer has offered to us additional copies of the Statement of Standard Procedures.

2) To the extent the formal documents in this proceeding do not correctly reflect the names of the parties, the formal documents are amended to correctly reflect the names as set forth above.

3) The Petitioner is a labor organization within the meaning of Section 2(5) the National Labor Relations Act.

4) The Employer is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and is subject to the jurisdiction of the Board.

The Employer, Starbucks Corporation, a Washington corporation with headquarters located in Seattle, Washington, and facilities located throughout the United States, is engaged in the retail operation of restaurants. The facilities involved in the instant cases, hereafter referred to as the "District 380 facilities," include the following locations:[1]

Store 9862	Apache Trail & Delaware, 2580 W. Apache Trail, Apache Junction
Store 9588	Power & Loop 202, 4972 S. Power Road, Gilbert

[1] This Stipulation is intended only to enumerate the facilities that are involved in the instant case. By entering into this Stipulation, the Petitioner does not waive or otherwise alter its position that a single facility bargaining unit at the facility for which it has petitioned is appropriate.

Store 11891	Signal Butte & Hwy 60, 1923 S. Signal Butte Rd., Mesa
Store 14225	Hunt & Gary, 1757 W. Hunt Hwy, San Tan Valley
Store 19282	Santan Village Pkwy & Loop 202, 2882 S. San Tan Village, Gilbert
Store 54835	Ironwood and Ocotillo, 40889 N. Ironwood Dr., San Tan Valley
Store 55374	Crismon & Southern, 1222 S. Crismon Rd., Mesa
Store 61993	Riggs and Ellsworth, 20824 E. Riggs Rd., Queen Creek
Store 60027	Sossaman & Hampton, 1312 S. Sossaman Rd., Mesa
Store 58302	Signal Butte & Warner, 10720 E. Point Twenty-Two Blvd., Mesa
Store 58630	Higley and Queen Creek, 4865 S. Higley Rd., Gilbert
Store 25812	Ellsworth Rd. & Rittenhouse Rd., 21135 S. Ellsworth Loop Rd., Queen Creek
Store 6756	Ellsworth & Baseline, 2043 S. Ellsworth Rd., Mesa
Store 5610	Power Rd & Baseline Rd., 6807 E. Baseline Rd. #102, Mesa

In the past 12 months, a representative period of time, the Employer derived gross revenues in excess of $500,000 and purchased and received at each of its District 380 facilities goods valued in excess of $5,000, which goods were shipped to the Employer's District 380 facilities directly from points outside the State of Arizona

5) Any bargaining unit found appropriate by the Regional Director and/or the Board must include all full-time and regular part-time baristas and shift supervisors.

6) Any bargaining unit found appropriate by the Acting Regional Director and/or the Board must exclude office clerical employees, guards, professional employees and supervisors as defined in the Act.

7) There is no history of collective bargaining at any of the facilities listed in item 4 above.

8) There is no contract or other bar in existence that would preclude the processing of the petition.

9) The Employer's payroll period is bi-weekly and each payroll period ends on a Sunday.

Upon receipt of this Stipulation by the Hearing Officer it may be admitted, without objection, as a Board Exhibit 2 in this proceeding.

Date_____12-10-21____ _____*s/ Brooke Niedecken*_____
Representative for Employer

Date_____12-10-21____ _____*s/ Ian Hayes*_____
Representative for Petitioner

RECEIVED:

Date_____12-10-21_____ _____*s/ Fernando Anzaldua*_____
Hearing Officer

FORM NLRB-505
(4-15)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

STATEMENT OF POSITION

DO NOT WRITE IN THIS SPACE	
Case No. 28-RC-286556	Date Filed

INSTRUCTIONS: *Submit this Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and all attachments on each party named in the petition in this case such that it is received by them by the date and time specified in the notice of hearing.*
Note: *Non-employer parties who complete this form are NOT required to complete items 8f or 8g below or to provide a commerce questionnaire or the lists described in item 7. In RM cases, the employer is NOT required to respond to items 3, 5, 6, and 8a-8e* below.

1a. Full name of party filing Statement of Position:	1c. Business Phone:	1e. Fax No.:
Starbucks Corporation	614-406-1315	
1b. Address *(Street and number, city, state, and ZIP code)*:	1d. Cell No.:	1f. e-Mail Address:
6807 E. Baseline Rd., Suite #102, Mesa, AZ, 85209	614-406-1315	bniedecken@littler.com

2. Do you agree that the NLRB has jurisdiction over the Employer in this case? [X] Yes [ ] No
(A completed commerce questionnaire (Attachment A) must be submitted by the Employer, regardless of whether jurisdiction is admitted)

3. Do you agree that the proposed unit is appropriate? [ ] Yes [X] No *(If not, answer 3a and 3b.)*

a. State the basis for your contention that the proposed unit is not appropriate. (*If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards.)*

See Attachment A

b. State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.

Added:	Excluded:
See Attachment A	See Attachment A

4. Other than the individuals in classifications listed in 3b, list any individual(s) whose eligibility to vote you intend to contest at the pre-election hearing in this case and the basis for contesting their elig bility.

N/A

5. Is there a bar to conducting an election in this case? [ ] Yes [X] No *If yes, state the basis for your position.*

6. Descr be all other issues you intend to raise at the pre-election hearing.

See Attachment A

7. The employer must provide the following lists which must be alphabetized (overall or by department) in the format specified at
http://www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015
(a) A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B)
(b) If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be *added* to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be *excluded* from the proposed unit to make it an appropriate unit. (Attachment D).

8a. State your position with respect to the details of any election that may be conducted in this matter. Type: [X] Manual [ ] Mail [ ] Mixed Manual/Mail

8b. Date(s):	8c. Time(s):	8d. Location(s):
1/28/2022	8am-6pm	neutral off-site location
8e. Eligibility Period (e.g. special elig bility formula):	8f. Last Payroll Period Ending Date:	8g. Length of payroll period
Davison-Paxson	11/7/2021	[ ] Weekly [x] Biweekly [ ] Other *(specify length)*_____

9. Representative who will accept service of all papers for purposes of the representation proceeding

9a. Full name and title of authorized representative	9b. Signature of authorized representative	9c. Date
Brooke Niedecken	s/Brooke E. Niedecken	12/2/2021

9d. Address *(Street and number, city, state, and ZIP code)*	9e. e-Mail Address
41 South High Street, Suite 3250 Columbus, Ohio 43215	Bniedecken@littler.com

9f. Business Phone No.:	9g. Fax No.:	9h. Cell No.:
614-406-1315	614-221-3301	614-406-1315

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

BD Exhibit 3

FORM NLRB-5081
(3-11)

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office.
If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER
Starbucks Corporation	28-RC-286556

1. EXACT LEGAL TITLE OF ENTITY *(As filed with State and/or stated in legal documents forming entity)*

Starbucks Corporation

2. TYPE OF ENTITY

☒ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER *(Specify)*

3. IF A CORPORATION OR LLC

A. STATE OF INCORPORATION OR FORMATION B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

Washington

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

N/A

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

N/A

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATRIONS *(Products handled or manufactured, or nature of services performed)*

Coffeehouses

7A. PRINCIPAL LOCATION	7B. BRANCH LOCATIONS
Seattle, WA	Multiple

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL B. AT THE ADDRESS INVOLVED IN THIS MATTER

~30

9. DURING THE MOST RECENT *(Check the appropriate box)*: ☐ CALENDAR ☒ 12 MONTHS or ☐ FISCAL YEAR FY DATES

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value.	X	
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided.		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less han $50,000, indicate amount.		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount.		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount.		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount.	X	
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount.		
H. **Gross Revenues** from all sales or performance of services ***(Check the largest amount)***: ☐ $100,000 ☐ $250,000 ☐ $500,000 ☐ $1,000,000 or more *If less than $100,000, indicate amount.*		
I. **Did you begin operations within the last 12 months?** If yes, specify date:		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYEE GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☒ NO *(If yes, name and address of association or group*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
Brooke Niedecken	Counsel	bniedecken@littler.com	614-406-1315

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE	SIGNATURE	E-MAIL ADDRESS	DATE
Brooke Niedecken	*s/Brooke E. Niedecken*	bniedecken@littler.com	12/2/2021

PRIVACY ACT STATEMENT

Solicita ion of the information on his form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Rela ions Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any fur her a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

STARBUCKS CORPORATION STATEMENT OF POSITION

ATTACHMENT A

28-RC-286556

Introduction

Pursuant to Section 102.63(b) of the Board's Rules and Regulations, this Statement of Position is filed by Starbucks Corporation ("Starbucks" or the "Employer") in response to the petition filed with Region 28 of the National Labor Relations Board:

- 28-RC-286556 – 6807 E. Baseline Rd. #102 Mesa, AZ (the "Power and Baseline" store") filed on November 18, 2021

Regional Director Cornele Overstreet has ordered a hearing to commence on December 10, 2021. Starbucks will proceed to the hearing to present evidence urging the Region to dismiss the instant petition and direct a multi-location election to afford all partners (baristas and shift supervisors[1]) working in Starbucks' District # 380 (located in the Mesa, Arizona area, and specifically in Maricopa and Pinal Counties) their Section 7 right to vote on the issue of union representation, provided the Union has the requisite showing of interest.

Questions 3.a. and 3.b.

3(a). State the basis for your contention that the proposed unit is not appropriate. (If you contend a classification should be excluded or included briefly explain why, such as shares a community of interest or are supervisors or guards).

The single-store bargaining unit sought by the Union are not appropriate, because: (1) the only appropriate unit is a district-wide unit of all stores in District # 380; (2) the Union's selective filing of a representation petition violates Section 9(c)(5) of the Act; and (3) the inclusion of the "Assistant Store Manager" classification is not appropriate.

1. A District Wide Unit Is The Only Appropriate Unit

When, as here, a union seeks a single location unit, the "single-facility" presumption can be rebutted by a showing that the petitioned-for unit has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity. *Hilander Foods*, 348 NLRB 1200 (2006). To determine whether the single-facility presumption has been rebutted, the Board examines several factors including: (1) employees' skills and duties; (2) terms and conditions of employment; (3) employee contact and interchange; (4) functional integration; (5) geographic proximity; (6) centralized control of management and supervision; and (7) bargaining history, if any exists. *Audio Visual Services Group, LLC*, 370 NLRB No. 39, slip op. at 3 (Oct. 26, 2020), *citing Laboratory Corp. of America Holdings*, 341 NLRB 1079, 1081–1082

[1] As set forth in this Statement of Position, Starbucks maintains its position that Assistant Store Managers should be excluded from any unit because the individuals holding that title are Section 2(11) supervisors. Starbucks understands that this issue will not be litigated at the pre-election hearing and that those individuals will be permitted to vote, subject to challenge.

(2004). Starbucks will present testimony and introduce exhibits into evidence at the hearing commencing on December 10, 2021, establishing that the store at issue herein is effectively merged into the multilocation District # 380, and cannot be deemed an appropriate single-location unit under existing precedent.

In addition to the detailed evidence contained in the hearing record in Cases 03-RC-282115, 03-RC-282127, and 03-RC-282139[2], Starbucks will present testimony from witnesses establishing (a) the extensive interchange among partners who work in the petitioned store (Power and Baseline store) and all other stores in the same district (District # 380); (b) the extensive use of technology utilized by Starbucks to control daily operations and labor relations at its Power and Baseline store and other locations in the same district; (c) the extensive control over daily operations and labor relations minimizes the store-level discretion to avoid any variation in how the stores operate or partners work; (d) store managers do not exercise local autonomy, including through hiring, disciplining, and assigning work, as their involvement in such functions is circumscribed by merely applying national policies or using routine knowledge rather than discretion; (e) there is no meaningful differences in job functions and working conditions of the partners working at the single petitioned-for store versus partners working in any of the other stores in the same district; and (f) there is extensive employee interchange among all of the stores in District # 380, including the Power and Baseline Store.

Specifically regarding interchange, at the hearing commencing on December 10, Starbucks will present documentary evidence as well as testimony from data scientists about the high level of partner interchange across District # 380 including the Power and Baseline store through the end of November 2021. Starbucks will also present evidence of partners' work schedules and hours worked by partners in order to show the frequency with which partners from other stores in District # 380 regularly work shifts at the Power and Baseline store, and how often partners primarily assigned to the Power and Baseline store work at other stores in the same district. This data will show significant flows of labor in and out of the Power and Baseline store, which wholly supports a multilocation unit determination.

In addition to this evidence, Starbucks intends to present an expert witness who will provide a statistical analysis of the mathematical inferences that can be reached based on the data of partner interchange at the Power and Baseline store and other stores in the same district, which will further demonstrate the high degree of partner interchange.

A unit comprised of all partners (baristas, shift supervisors) working in stores within District # 380, rather than only those partners working in the individual petitioned-for Power and Baseline store, is the only homogeneous, identifiable and distinct employee grouping, because virtually all

[2] By email on November 19, 2021, the Region confirmed to Starbucks that it will take official notice of the record in 03-RC-282115, 03-RC-282139, and 03-RC-282127 in assessing the issues set for hearing on December 10, 2021.

of the bargainable terms and conditions of employment are determined on a district-wide rather than local store basis. Starbucks exercises centralized and exacting control over the operations and labor relations at the district level and above in order to provide consistent service offerings across the country and within District # 380. Starbucks will present testimony of managers working in the Power and Baseline store and the entire District # 380 about the day-to-day operations of the Power and Baseline store and elsewhere in District # 380, including their use of policies, procedures, and engineering tools which significantly limit autonomy over day-to-day operations. Moreover, Starbucks intends to present the testimony of those involved in the hiring process for District # 380, including the Power and Baseline store, about Starbucks' hiring process, the District Manager's ownership of the staffing and hiring process, and the expectation for all applicants that they be available and willing to work in multiple stores throughout the district.

Starbucks' highly integrated operations, the extensive partner interchange, and the overall objective of the Act to provide stability in labor relations, support a multilocation unit consisting of all of District # 380 as the only appropriate unit.

2. The Proposed Individual Store Units Are Based Primarily on The Extent Of Organizing And Are Not Appropriate Units Under Section 9(C)(5) Of The Act

Section 9(a) of the Act permits employees to form an "appropriate" bargaining unit for collective bargaining purposes. 29 U.S.C. § 159(a). The Act grants the Board discretion to determine whether a petitioned-for unit is appropriate. *Id.* at § 159(b). Nonetheless, Congress limited the Board's power in 1947 through enactment of Section 9(c)(5). *NLRB v. Metro. Life Ins. Co.*, 380 U.S. 438, 441–42 (1965). Section 9(c)(5) provides that, "[i]n determining whether a unit is appropriate for the purposes specified in subsection (b) [of this section] the extent to which the employees have organized shall not be controlling." 29 U.S.C. § 159(c)(5).

Just as in *Quality Food Markets*, 126 NLRB 349, 350 (1960), where the Board found that an arbitrary grouping of stores was improperly controlled by the extent of organization, the Power and Baseline store is part of a larger district; it is operated based on policies and procedures applicable to all stores in the district; the partners working in the Power and Baseline store receive the same training, wages, benefits, uniforms, and employment policies; and, they interchange on a frequent basis between stores throughout District # 380. There is simply no basis on which to carve out one store from the whole of District # 380 based on the overwhelming community of interests between stores. As a result, the Union's petition for only the Power and Baseline store does not constitute an appropriate unit within the meaning of the Act, and the processing of the petition as filed would give controlling weight based upon the extent of Union organizing.

With the instant petition, the Region is compelled to act to protect the Section 7 rights of all partners working throughout District # 380. Given the high level of partner interchange, the Region's processing of a single-location petition is arbitrarily denying partners of their ability to cast their ballots knowing the true scope of the bargaining unit and the impact of their votes. Moreover, by sanctioning a single-location unit in the highly integrated District # 380, the Region

is potentially isolating single stores where partners who work in those stores may be subjected to different terms and conditions of employment with each store organized into separate bargaining units operating under separate collective bargaining agreements, which may put at risk the Employer's operational structure/organization and the flexibility currently enjoyed by partners to work in any store across District # 380.

The Union's attempted piecemeal representation of District # 380 is in no one's interest. *DPI Secuprint, Inc.*, 362 NLRB No. 172 (2015) (Member Johnson, dissenting) ("The trend toward smaller units - or units comprised of employees not significantly distinguishable from their coworkers except by the extent of organizing - cannot foster labor peace."). A proliferation of bargaining units in District # 380 will waste significant agency resources in a repetitive process with the same Union goal. The Union's strategy "can only create instability" from its own jurisdictional issues, conflicting demands, and overlap in process and procedure.

3. Inclusion of the "Assistant Store Manager" Classification is Not Appropriate

The Union's petitioned-for unit includes the "Assistant Store Manager" classification. Individuals in the Assistant Store Manager position are supervisors under Section 2(11) of the Act. Assistant Store Managers exercise one or more indicia of supervisory status under the Act including the authority to: hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action with the use of independent judgment.

3(b). State any classifications, locations, or other employee groupings that must be added to or excluded from the proposed unit to make it an appropriate unit.

Starbucks proposes the following unit description:

> Employees Included
> All full-time and regular part-time hourly Baristas and Shift Supervisors employed at the Employer's stores located in District # 380.
>
> Employees Excluded
> All supervisory employees including Store Managers and Assistant Store Managers, office clerical employees, professional employees, guards and supervisors as defined by the Act, and all other employees.

STARBUCKS CORPORATION STATEMENT OF POSITION

ATTACHMENT A

28-RC-286556

Questions 6 and 8

1. A Manual Election is Appropriate and Warranted

The Union has requested a mail ballot election in its representation petition. The Employer disagrees with the Union's position. Here, a manual election is appropriate and warranted for the petition.

Board precedent is clear: manual elections are favored and should be conducted unless "infeasible." *San Diego Gas and Electric,* 325 NLRB 1143, 1150 (1998) ("In short, the manual election is the Board's 'crown jewel,' and we would not abandon it unless there is a showing that such an election is infeasible."). More than a year ago, the Board issued a decision in *Aspirus Keweenaw*, 370 NLRB No. 45 (Nov. 9, 2020), in which it provided guidance regarding when a manual election is appropriate given the COVID-19 pandemic. In this decision, the Board noted that, based on the Board's internal statistics, although participation in mail-ballot elections has risen during the pandemic, it continues to lag significantly behind the manual election participation rate. Knowing that mail ballot elections are not preferable when manual elections can be held, the Board set forth more specific and defined parameters under which Regional Directors should exercise their discretion in determining the type of election to direct due to the pandemic. The Board listed the following considerations:

1. The Agency office tasked with conducting the election is operating under "mandatory telework" status.
2. Either the 14-day trend in the number of new confirmed cases of COVID-19 in the county where the facility is located is increasing, or the 14-day testing positivity rate in the county where the facility is located is 5 percent or higher.
3. The proposed manual election site cannot be established in a way that avoids violating mandatory state or local health orders relating to maximum gathering size.
4. The Employer fails or refuses to commit to abide by the GC Memo 20-10 protocols.
5. There is a current COVID-19 outbreak at the facility or the Employer refuses to disclose and certify its current status.
6. Other similarly compelling considerations.

The Board held that if any of the five specific situations, or other similarly compelling considerations are present, Regional Directors should *consider* directing a mail-ballot election but noted that Regional Directors should continue to exercise their discretion in this area. The Board also held that this decision will be applied retroactively.

2. The Current State of the Pandemic Warrants a Return to San Diego Gas and Electric

The guidance provided in *Aspirus Keweenaw* is now outdated and no longer reasonably controlling. The timing of the *Aspirus Keweenaw* decision was more than a year ago when many things about this pandemic were unknown, business and communities were still under restrictions by governmental agencies, and the American public was without any viable approved vaccine. At the time, the guidance represented the most conservative guidance on the conduct of manual versus mail ballot elections. Since the Board's decision in *Aspirus Keweenaw*, the majority of the adult population has been vaccinated and insulated from the most serious health outcomes from COVID-19, the vaccine is now approved and available for children as young as five years old, and the majority of governmental restrictions have been lifted. The number of vaccinated Americans continues to grow although, as the number of Americans and supply of vaccine has increased, the demand for the vaccine has dropped. This creates a situation where those who wish to get vaccinated, have now had an opportunity to actually get vaccinated (and now boostered). For those that have not chosen to be vaccinated, their participation in society assumes the risk of illness from COVID-19. The approved COVID-19 vaccines are a remarkably effective tool in preventing serious disease and death from COVID-19, bringing the level of adverse outcomes from COVID-19 far below baseline rates for serious disease and death for other forms of contagious illness such as influenza. As of October 29, 2021, out of more than 189 million fully vaccinated people, only 30,270 have been hospitalized with COVID-19 (0.01602% of the vaccinated population) and only 10,857 individuals have died from COVID-19 (0.0057% of the vaccinated population) of which 9,172 individuals were over the age of 65.[3] The Company does not trivialize these numbers, but the CDC influenza hospitalization and death estimates demonstrate that, with a vaccination, the risk of COVID-19 is lower than the average risk presented to the U.S. population from influenza. Over the last ten years, influenza has killed an estimated average of 35,900 individuals per year, while on average hospitalizing 442,000 individuals per year.[4] At all times prior to the pandemic, the Board was willing to accept societal risks from endemic illnesses (such as influenza) to voters and its Board Agents far in excess of the risks posed by breakthrough COVID-19 cases. Given this, there is no ongoing justification for the Region to deny manual elections based upon COVID-19.

Indeed, the Maricopa County Public Health Department (the third largest health jurisdiction in the country and the county where the majority of the stores within District # 380 are located) agrees that COVID-19 vaccines have been proven to be highly effective at preventing serious illness, hospitalization and death from COVID-19.[5]

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[3] https://www.cdc.gov/vaccines/covid-19/health-departments/breakthrough-cases html (last accessed October 29, 2021).

[4] https://www.cdc.gov/flu/about/burden/past-seasons.html (last accessed October 29, 2021).

[5] https://www.maricopa.gov/5686/COVID-19-Vaccine-Facts-and-FAQs. To support its conclusion, Maricopa County incorporates by reference data made available by the U.S. Centers for Disease Control and Prevention: https://www.cdc.gov/coronavirus/2019-ncov/vaccines/keythingstoknow html.

As of November 23, 2021, Maricopa County (where the majority of stores in District # 380 are located) reported a vaccination rate for its residents of almost 55% and this figure is expected to rise before any election would be held in this matter.[6] Pinal County (where the other stores in District #380 are located), reported a vaccination rate of 62.2% as of November 21, 2021.[7]

As of November 20, 2021, the average number of booster shots given on a daily basis in Maricopa County had more than doubled from the daily rate two weeks earlier on November 6, 2021.[8] Moreover, the number of total vaccination shots given on a daily basis is on the rise in Maricopa County, which makes sense given that all adults now have access to booster shots and all children between the ages of 5-11 now have access to the vaccine.[9] Indeed, the U.S. Center for Disease Control and Prevention ("CDC") reports that more than 196.2 million Americans are now fully vaccinated and since mid-August 2021, more than 37.5 million Americans have received a booster dose.[10] These figures are reasonably expected to rise in the coming weeks and months.

The current state of the pandemic and vaccine access renders the *Aspirus Keweenaw* factors moot and/or outdated. For example, the 14-day test positivity rate is now a completely skewed statistic. At the time of *Aspirus Keweenaw*, several subsets of individuals – asymptomatic and symptomatic – were subject to testing protocols. This resulted in lower test positivity rates because among the asymptomatic subset of the population, it was expected that large numbers would test negative (e.g. travelers departing and/or returning home testing in lieu of quarantine), thus driving the positivity rate lower. Today, however, CDC guidance does not direct individuals to test or self-quarantine if they are fully vaccinated or have recovered from COVID-19 in the past 3 months.[11] This results in an inapt comparison in positivity rates between the pre- and post-vaccine time periods. The change in testing circumstances means that a 5.0% positivity rate in November 2020 likely represents greater infection rates (and thus more risk) than a much higher positivity rate today.

In addition, the advent and availability of at-home testing, which the White House estimates will quadruple to 200 million in December 2021,[12] also skews the U.S. positivity rates due to underreporting of negative results. In fact, on November 4, 2021, the CDC updated its self-testing

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[6] https://www.maricopa.gov/5671/Public-Vaccine-Data.

[7] https://www.azdhs.gov/covid19/data/index.php#vaccine-admin.

[8] *Id.* According to the data published by Maricopa County, the vaccination rate as of November 23, 2021 for adults in the county was 54.8%. The average number of booster vaccinations given on a daily basis the week of November 6, 2021 was 5,617. As of November 20, 2021, the daily dosage average had increased to 12,315. *Id.*

[9] *Id.*; *see also* https://www maricopa.gov/5641/COVID-19-Vaccine.

[10] https://covid.cdc.gov/covid-data-tracker/#vaccinations_vacc-total-admin-rate-total.

[11] https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html (last accessed October 20, 2021).

[12] Press Briefing by White House COVID-19 Response Team and Public Health Officials, https://www.whitehouse.gov/briefing-room/press-briefings/2021/10/06/press-briefing-by-white-house-covid-19-response-team-and-public-health-officials-60/ ("To summarize, we are on track to quadruple the supply of rapid, at-home tests available to Americans by December to more than 200 million a month[.]") (last updated Oct. 6, 2021) (last accessed Nov. 30, 2021).

guidance, including by: "[r]emoving" its former "recommendation to report test results to healthcare providers or health departments."[13] The reporting recommendation is now limited to telling "a healthcare provider about your positive result and stay in contact with them during your illness." [14] Thus, the CDC itself does not encourage the American public to report negative results to any entity that tracks such statistics—only positive ones. As at-home testing becomes more readily available and usage expands, and as people continue not to report negative tests, it is clear that the accuracy of positivity rates will become increasingly flawed.

Similarly, general trends in case counts simply do not justify imposition of a mail ballot election when (a) the case counts are low; (b) there is a widely available vaccine treatment; (c) the vaccination and booster rate in Maricopa and Pinal Counties; and (d) as of November 22, 2021, the CDC has approved boosters for all adults (as well as vaccines for children aged 5 – 11) which will likely lead to a quick decline in positivity rates.

At this point, for the vaccinated population, COVID-19 represents a baseline risk to society which is not significantly different in degree from the baseline risks of disease that existed prior to the pandemic. Of note, the CDC is not recommending masks for vaccinated individuals celebrating the holidays indoors per its October 2021 holiday guidance.[15] The CDC has ceased to update its guidance on small and large gatherings, advising only that generally unvaccinated and high risk individuals should wear masks during gatherings, and vaccinated individuals should wear a mask indoors in areas of substantial or high transmission.[16] The Employer is willing to conduct a manual election that goes well beyond these current CDC recommendations – mandating mask wearing for all participants, maintaining social distancing, and ensuring sufficient ventilation.

The *Aspirus Keweenaw* decision never mandated the ordering of mail ballot elections. Instead, "Regional Directors must continue to exercise their discretion in this area; the [*Aspirus* factors] do not require a mail-ballot election." *Id.* at 8. Based upon the current state of the pandemic and wide availability of vaccines (and boosters), a return to *San Diego Gas and Electric* is appropriate. The Regional Director should order a manual election. At all times prior to the pandemic, the Board was willing to accept societal risks from endemic illnesses (such as influenza) to voters and its Board Agents similar to risks posed by breakthrough COVID-19 cases. Given this, there is no ongoing justification for the Region to deny manual elections based upon the extraordinary circumstances initially created by the pandemic.

Manual ballot elections are the Board's "crown jewel" for a reason. Manual ballot elections best preserve and effectuate the Section 7 rights of employees under the National Labor Relations Act in choosing – or not choosing – a labor representative. The difference between mail and manual

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[13] Self-Testing, Summary of Recent Changes, https://www.cdc.gov/coronavirus/2019-ncov/testing/self-testing html (last updated Nov. 4, 2021) (last accessed Nov. 30, 2021).
[14] *See id.*
[15] https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/holidays/celebrations html
[16] https://www.cdc.gov/coronavirus/2019-ncov/your-health/gatherings.html

elections in this regard is not theoretical. Since the cancellation of manual ballot elections in April 2020, the National Labor Relations Board's track record in mail ballot elections is less than stellar – Regions have ordered numerous mail ballot elections rerun over known problems with the conduct and structure of mail ballot elections. Such problems will only be exacerbated by the U.S. Postal Service's announced slow-down and the timing of this election over the holidays. By ordering a manual ballot election, the Region will best protect the Section 7 rights of employees and can significantly decrease the likelihood of a procedural error requiring a re-run election.

3. Even if the Regional Director Applies Aspirus Keweenaw, a Manual Election is Appropriate

Applying *Aspirus Keweenaw*, none of the factors justify a mail ballot election. The Region is not subject to a mandatory telework order. To the contrary, the NLRB's General Counsel recently disclosed the Board's return to office plan, effective January 3, 2022. Despite a slight case rate increase, "Regional Directors must continue to exercise their discretion in this area . . ." *Id.* at 8, as the effect of vaccination rate and comprehensive access to vaccination mitigates the outdated analysis of *Aspirus Keweenaw*.

Here, a manual ballot election is warranted for multiple reasons. First, the data trends indicate that if a manual election was held, the COVID-19 data incident to the proliferation of vaccinations, including boosters, very likely would be within "acceptable" range indicating that it is safe enough to hold a manual election. The sole factor that is not currently in line with the *Aspirus* factors is the case trend. There continue to be new COVID-19 cases in the counties where District # 380 stores are located. However, as discussed above, the fact that number of new cases remains steady does not warrant a mail ballot election because the existence of the vaccine mitigates societal risk. Second, a manual ballot election in this matter will not pose any greater risk than those risks encountered by the Employer's employees or members of the public on a daily basis. Third, the Regional Director should also consider the vaccination status of the petitioned-for employees and the federal Occupational Safety and Health Administration Emergency Temporary Standard (ETS) requiring all employers with at least 100 employees to ensure their workers are fully vaccinated against COVID-19 or submit to weekly COVID-19 testing. While the ETS has currently been stayed, judicial action on this regulation is forthcoming, and all indications are that the federal government will continue to vigorously litigate for its right to implement such a requirement. And, of course, to protect its employees and the Board Agent, the Employer will comply with the suggested manual election protocols in the General Counsel's recent Memorandum to the extent they differ from and/or exceed the Employer's current safety protocols. The Employer will present evidence as to how an election can be safely conducted at the hearing.

The presumption that a manual election should occur must not be abandoned here and, accordingly, the Regional Director should order a manual ballot election. *See San Diego Gas*, 325 NLRB at 1150; *Willamette Indus.*, 322 NLRB at 856, 856 (1997). There are no government orders which would prohibit or restrict holding a manual election. The Employer agrees to abide by GC

20-10. There is no current outbreak in the District # 380 stores. Thus, even under *Aspirus Keweenaw*, a manual election is appropriate, and a manual election remains the best process for a fair and accurate election.

4. The Employer Proposes a Neutral Site Election

The choice of the election site is within the sound discretion of the Regional Director. *Austal USA, LLC*, 357 NLRB 329, 330–31 (2011). Give the layout of the Starbucks location at issue, and GC 20-10, onsite voting at the store location is not possible. As a result, the Employer proposes off-site voting at a neutral location.

Question 7

7(a). A list containing the full names, work locations, shifts and job classification of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition who remain employed as of the date of the filing of the petition. (Attachment B)

The list containing the full names, work locations, shifts and job classifications of all individuals in the proposed unit as of the payroll period immediately preceding the filing of the petition is attached as **Attachment B.**

7(b). If the employer contends that the proposed unit is inappropriate the employer must provide (1) a separate list containing the full names, work locations, shifts and job classifications of all individuals that it contends must be added to the proposed unit, if any to make it an appropriate unit, (Attachment C) and (2) a list containing the full names of any individuals it contends must be excluded from the proposed unit to make it an appropriate unit. (Attachment D).

The list of names, work locations, shifts and job classifications of all individuals the Employer contends should be included in the appropriate is attached as **Attachment C.**

The Employer contends that the Assistant Store Manager position is a supervisory position that does not belong in the bargaining unit. There is one Assistant Store Manager at the petitioned-for store, who is listed in **Attachment D**.

4878-6805-2228.1 / 055187-1189

CERTIFICATE OF SERVICE

I certify that the ***Statement of Position and Attachments*** in Case No. 28-RC-286566 were electronically filed on December 2, 2021 through the Board's website, are available for viewing and downloading from the Board's website, and also were served via email to the following before the hour of 12:00 p.m. MST:

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4874-6539-9044.1 / 055187-1189

FORM NLRB-506
(12-20)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

RESPONSIVE STATEMENT OF POSITION - RC, RD or RM PETITION

DO NOT WRITE IN THIS SPACE	
Case No. 28-RC-286556	Date Filed 11/18/21

INSTRUCTIONS: *If a party has submitted and served on you a timely Statement of Position to an* ***RC, RD or RM*** *petition, the Petitioner must submit this Responsive Statement of Position to an NLRB Office in the Region in which the petition was filed and serve it and any attachments on each party named in the petition in this case such that it is received by noon local time, three business days prior to the hearing date specified in the Notice of Hearing. A separate form must be completed for each timely filed and properly served Statement of Position received by the Petitioner. The Petitoner-Employer in a RM case is required to file this Responsive Statement of Position and include an appropriate employee list without regard to whether another party has filed a Statement of Position.*

This Responsive Statement of Position is filed by the Petitioner in response to a Statement of Posi ion received from the following party:

The Employer	**An Intervenor/Union**
Starbucks Corporation	Workers United

1a. Full Name of Party Filing Responsive Statement of Position
Workers United

1c. Business Phone	1d. Cell No.	1e. Fax No.	1f. E-Mail Address
646-448-6414		215-575-9065	rminter@pjbwu.org

1b. Address (Street and Number, City, State and ZIP Code)
22 South 22nd St, Philadelphia, PA 19103

2. Identify all issues raised in the other party's Statement of Position that you dispute and describe the basis of your dispute:

a. EMPLOYER NAME/IDENTITY [Box 1a of Statement of Position Form NLRB-505 and Questionnaire on Commerce Information]

☒ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

b. JURISDICTION [Box 2 of Statement of Position Form NLRB-505 and Questionnaire on Commerce Informa ion]

☒ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

c. APPROPRIATENESS OF UNIT [Boxes 3, 3a and 3b of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☒ Dispute (response required below)

Response to Statement of Position:
See attachment

d. INDIVIDUAL ELIGIBILITY [Box 4 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☒ Dispute (response required below)

Response to Statement of Position:

e. BARS TO ELECTION [Box 5 of Statement of Position Form NLRB-505]

☒ No Dispute (no further response required) ☐ Dispute (response required below)

Response to Statement of Position:

f. ALL OTHER ISSUES [Box 6 of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☒ Dispute (response required below)

Response to Statement of Position:
See attachment

g. ELECTION DETAILS [Boxes 8a, 8b, 8c, 8d, 8e, 8f, and 8g of Statement of Position Form NLRB-505]

☐ No Dispute (no further response required) ☒ Dispute (response required below)

Response to Statement of Position:
See attachment

Full Name and Title of Authorized Representative	Signature of Authorized Representative	Date
Ian Hayes, Attorney	Ian Hayes	12/7/21

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. Section 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation proceedings. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. 74942-43 (December 13, 2006). The NLRB will further explain these uses upon request. Failure to supply the information requested by this form may preclude you from litigating issues under 102.66(d) of the Board's Rules and Regulations and may cause the NLRB to refuse to further process a representation case or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

BD Exhibit 4

Attachment to Workers United's Responsive Statement of Position

28-RC-286556

Questions 2.c and 2.d

The Union takes the position that the titles named in the respective petitions are appropriate for inclusion in the bargaining unit. Assistant Store Managers should be included because they do not perform any of the indicia of supervisory status under Section 2(11) of the Act.

A single-store unit is appropriate under well-established Board law, and the Employer cannot rebut the law's presumption that a single-store unit is appropriate. The parties have already litigated this issue in Case Nos. 03-RC-282115, 03-RC-282127, and 03-RC-282139 (hereinafter "the first case"), and that issue was decided comprehensively in the Acting Regional Director's Decision and Direction of Elections ("DDE"), dated October 28, 2021. The parties have litigated this issue a second time in Case Nos. 03-RC-285929, 03-RC-285986, and 03-RC-285989 (hereinafter "the second case").[1] The parties are litigating the same dispute in this case for a third time. Single-store units are appropriate in this case as well, for the same reasons as in the first two cases.

In response to the Company's argument in its Statement of Position regarding application of Section 9(c)(5), the argument is misguided and serves no purpose at this point in the process. However, it is worth noting that Section 9(c)(5) simply provides that "In determining whether a unit is appropriate for the purposes specified in subsection (b) the extent to which the employees have organized shall not be controlling." Indeed, the controlling factors here are (1) a single store

[1] The Union has requested that Region 28 take administrative notice of the full record from the first case, but has not yet received an answer from the region. Taking administrative notice is appropriate because in that case Starbucks presented voluminous evidence – both testimony and documents – regarding its operations on a national level. Taking notice of the record from that case will avoid days of testimony and much work by the Hearing Officer and parties to introduce identical exhibits.

unit is presumptively appropriate, and (2) Starbucks is unable to overcome the presumption. In addition, the Board's interpretation of Section 9(c)(5) has been clear that, while the section limits the weight of a union's extent of organizing, it does not render it irrelevant. *NLRB v. Metropolitan Life Ins. Co., 380 U.S. 438* (1965); *Dixie Bell Mills, Inc.*, 139 NLRB 629 (1962).

In any case, arguments on this point are little more than a diversion from the fact that Section 9(b) makes plant units – that is, single-store units – presumptively appropriate. *See* 29 U.S.C. § 159(b). Given this, and under the applicable case law, the Company cannot rebut the presumption, and the three respective stores should be deemed appropriate bargaining units.

Regarding the Employer's position that it intends to present evidence in addition to what is in the record from the first case on the question of the appropriate unit, the Union vehemently opposes any attempt to further delay the process of holding a representation election by submitting cumulative or irrelevant evidence at a hearing. Starbucks states it intends to present evidence regarding:

> (b) the extensive use of technology utilized by Starbucks to control daily operations and labor relations at its Power and Baseline store and other locations in the same district; (c) the extensive control over daily operations and labor relations minimizes the store-level discretion to avoid any variation in how the stores operate or partners work; (d) store managers do not exercise local autonomy, including through hiring, disciplining, and assigning work, as their involvement in such functions is circumscribed by merely applying national policies or using routine knowledge rather than discretion; (e) there is no meaningful differences in job functions and working conditions of the partners working at the single petitioned-for store versus partners working in any of the other stores in the same district [.]

Starbucks SOP, Attachment A, p. 2.

The Employer should be prevented from making such presentations without first submitting offers of proof demonstrating what it will present and how that differs from the voluminous evidence the Employer already presented in the first case. The parties spent six days in hearings in that case, creating a record that is thousands of pages. The Employer spent

days of the hearing presenting evidence that was not specific to the three stores at issue in that case, but rather applied to every corporate-owned store in the United States. Starbucks' position and legal theory are sufficiently clear, and the extensive evidence it already presented is more than sufficient to support them, if they have any merit. Allowing the Employer to continue to present cumulative evidence on these same subjects will do nothing except further delay an already-prolonged and exhausting process for eligible voters who are waiting to participate in representation elections at their stores.

Similarly, there is no need for the Employer to present "testimony from data scientists about the high level of partner interchange" and "an expert witness who will provide a statistical analysis of the mathematical inferences that can be reached based on the data of partner interchange at the petitioned-for stores and in the Buffalo Market…." First, the Employer already presented a witness who described how the Employer exhibits regarding interchange in the first case were compiled. All that is necessary in the instant case is for the Employer to present the same categories of data for the Power and Baseline store as exhibits, and stipulate that the data was compiled in the same way as the witness in the first case described.

The NLRB relies on certain methods of determining interchange in such a case, and the agency does not need a Starbucks employee telling it how to analyze data. *See*, *e.g.*, DDE in first case, p.12-13; 19-22. The Board has engaged in such an analysis for decades without help from a party's employee.

In the event the Regional Director decides evidence created by a so-called expert witness should be allowed, and assuming that witness is Matthew R. Thompson or one of his colleagues at Charles River Associates, Workers United proposes the region take administrative notice of the

testimony of Dr. Thompson in the second case regarding the basic methodology CRA used in creating its report, to avoid the need for cumulative and duplicative testimony on this subject.

Questions 2.f and 2.g

The Union requests that the election be held by mail ballot, based on the unavailability of the store as an election site, the potential for confusion regarding a physical site outside of the store, the undue strain on agency resources to find an alternative location, and the ongoing dangers presented by the Covid-19 pandemic, as described in *Aspirus Keweenaw*, 370 NLRB No. 45 (Nov. 9, 2020). Regarding the latter, the dangers presented by the pandemic continue to be high, and are increasing daily as of this writing, including in Maricopa county and throughout Arizona. In addition, mail ballots are appropriate because eligible employees' work schedules are "scattered," in that they vary significantly, and thus are not present at a common location at common times, and because many eligible voters do not have cars, making it difficult to reach off-site voting locations. *See* DDE in first case pp. 23-25; *Diego Gas & Electric*, 325 NLRB 1143 n. 7 (1998).

CERTIFICATE OF SERVICE

I certify that the Responsive Statements of Petition, with its attachment, in Case No. 28-RC-286556 was electronically filed on December 7, 2021 through the NLRB E-filing system, and were served via email to the following before 12:00 noon SMT on the same day:

Cornele Overstreet, RD, NLRB Region 28 – Cornele.Overstreet@nlrb.gov

Fernando Anzaldua, NLRB Region 28 – Fernando.Anzaldua@nlrb.gov

Brooke Niedecken, Esq. - bniedecken@littler.com

/s/ Ian Hayes
Ian Hayes
Creighton, Johnsen & Giroux
Attorneys for Workers United

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

DESCRIPTION OF VOTER LIST REQUIREMENT AFTER HEARING IN CERTIFICATION AND DECERTIFICATION CASES

If an election is directed, the employer must provide the voter list. To be timely filed and served, the voter list must be *received* by the Regional Director and the parties named in the Decision and Direction of Election within 2 business days after the issuance of the Decision unless a longer period, based on extraordinary circumstances, is specified in the Decision and Direction of Election. A certificate of service on all parties must be filed with the Regional Director when the voter list is filed. The region will not serve the voter list.

List Contents - The list must include the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses and available home and personal cellular telephone numbers of all eligible voters). The Employer must also include in separate sections of that list the same information for those individuals the parties have agreed will be permitted to vote subject to challenge or those individuals who, according to the Decision and Direction of Election, will be permitted to vote subject to challenge.

List Format - The list must be in an electronic format approved by the General Counsel, unless the Employer certifies that it does not have the capacity to produce the list in the required format. Accordingly, unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or .docx) or a file that is compatible with Microsoft Word (.doc or .docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at: **www.nlrb.gov/sites/default/files/attachments/basic-page/node-4559/Optional%20Forms%20for%20Voter%20List.docx**.

It may be appropriate for the Employer to produce multiple versions of the list where the data required is kept in separate databases or files so long as all of the lists link the information to the same employees, using the same names, in the same order and are provided within the allotted time. If the Employer provides multiple lists, the list used at the election will be the list containing the employees' names and addresses.

Filing of the List - The voter list must be filed electronically by submitting (E-Filing) it through the Agency's website (**www.nlrb.gov**), unless the Employer provides a written statement explaining why electronic submission is not possible or feasible. The Employer must also electronically serve the list on the other parties. To file electronically, go to **www.nlrb.gov**, click on *E-File Case Documents*, and follow the detailed instructions. The burden of establishing the timely filing and receipt of the list is on the sending party. If you have questions about the submission, please promptly contact the Board agent investigating the petition.

Service of the List - The list must be served on the parties named in the Decision and Direction of Election within 2 business days after issuance of the Decision, unless another date has been specified. A certificate of service on all parties must be filed with the Regional Director when the voter list is filed. The Employer's failure to file or serve the list within the specified time or in proper format shall be grounds for setting aside the election whenever proper and timely objections are filed. The Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

The parties are not allowed to use the list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

BD Exhibit 5

EMPLOYER'S EXHIBITS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

In the Matter of: **Case No.: 28-RC-286556**

STARBUCKS CORPORATION

Employer

and

WORKERS UNITED

Petitioner

Place: Videoconference
Dates: December 10-14, 2021

OFFICIAL REPORTERS

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

Partner Availability Form – U.S. and Canada

STARBUCKS®

We pride ourselves on what makes Starbucks special. It's you, ***our partners***. Starbucks makes every effort to provide you with a work schedule that meets your individual needs, provides work/life balance, and meets the needs of our business. Your manager will have ongoing conversations with you to see how we are doing.

Partner Name *(please print)* _____ Partner Number _____

We will consider your availability to be as listed below unless you submit a new Partner Availability in the Starbucks Partner Hours system.

Available Hours *Your work availability each day*			**Estimated Schedule** *[Manager to complete for all new hires and for significant changes]*	
Day of Week	**I am available to work during these hours:**	**Total Available Hours**	**Estimated day parts / shift times: *(O=Opening, M=Mid-day, C=Closing)***	**Total Estimated Shift Hours**
Example	*4 a.m.—10 a.m., 6 p.m.—11 p.m.*	*12*	*O 4 a.m. – 10 a.m.*	*6*
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Maximum hours you want to work per week: *(maximum hours are not guaranteed)*			**Your expected average # of hours* per week:** *For Seattle stores and all Oregon stores, calculate median # of hours*	
			Your expected minimum # of shifts per month:	

Is there anything else I need to know about your scheduling needs? (e.g., commuting method, etc.)

What is most important about your schedule? (e.g., # of hours worked, day parts worked, days of week)

Partner: Please return this form and discuss with your store manager upon completion. Your store manager will use this information as well as the business needs of the store to build a schedule that balances both. Please be aware that while this is a good faith estimate of your expected average hours per week, minimum number of scheduled shifts per month, and the days and hours of those shifts, your actual shifts may vary. You could also be asked to work at another location to meet the needs of the business or to attain your requested hours. This good faith estimate does not constitute a contractual offer and is not a contract of employment. Submit future requested availability changes in the Starbucks Partner Hours system.

I have reviewed the above information with my manager.

Partner Signature _____ Store Manager Signature _____ Store # _____ Effective Date _____

Manager: Refer to the "Work Schedule" section in the Partner Resources Manual. Retain this form for 3 years in partner file.

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Prescreening Questionnaire

	Question	Answer	Required/Asset
1	Can you provide legal documentation establishing your identity and eligibility to be legally employed in the United States?	→ Yes	Met (Required)
		No	-
2	The minimum age requirement for a barista is 16. Do you meet this requirement?	→ Yes	Met (Required)
		No	-
3	As a partner (employee) at Starbucks your appearance is a reflection of the brand, with this in mind we have created a <u>dress code</u>. Are you willing to comply to our retail dress code?	→ Yes, I am willing and able to comply with this dress code	Met (Required)
		I have concerns about this dress code and would like more information at the time of an interview	Not Met (Required)
		No, I am not able or willing to comply	-
4	Are you physically able to perform a job that requires you to complete many different physical tasks, such as standing, walking, twisting and lifting objects up to 40 pounds, in a fast paced environment? This includes maintaining store cleanliness and preparing food and beverage products to customer satisfaction, with or without accommodation?	→ Yes	Met (Required)
		No	-
			Required 4/4

	Question	Answer	Required/Asset
1	Can you provide legal documentation establishing your identity and eligibility to be legally employed in the United States?	→ Yes	Met (Required)
		No	-
2	The minimum age requirement for a team lead, team member, shift supervisor and shift manager is 18. Do you meet this requirement?	→ Yes	Met (Required)
		No	-
3	Do you have experience supervising or directing the work of others?	→ Yes	Met (Asset)
		No	-
4	As a partner (employee) at Starbucks your appearance is a reflection of the brand, with this in mind we have created a <u>dress code</u>. Are you willing to comply to our retail dress code?	→ Yes, I am willing and able to comply with this dress code	Met (Required)
		I have concerns about this dress code and would like more information at the time of an interview	Not Met (Required)
		No, I am not able or willing to comply	-
5	Are you physically able to perform a job that requires you to complete many different physical tasks, such as standing, walking, twisting and lifting objects up to 40 pounds, in a fast paced environment? This includes maintaining store cleanliness and preparing food and beverage products to customer satisfaction, with or without accommodation?	→ Yes	Met (Required)
		No	-

Interview Questions – US

Barista

This document is for reference only. Please enter interview notes and feedback in the Taleo applicant tracking system. Please do not write interview notes or feedback on this document.

Start the interview with the Opening Conversation and then select questions from each of the sections below. A successful interview should accomplish two things: provide you enough information and insight to confidently predict on the job success at Starbucks, and provide the candidate enough information to ensure this role is the right for them.

Opening Conversation

Use the opening as an opportunity to share your experience, and build a connection with the candidate. Offer the candidate a beverage or share a coffee press of your favorite coffee and describe what makes it your favorite!

- Ask about their experiences at Starbucks as a customer. Why do they want to work for us?
- Discuss the *Starbucks Experience* with the candidate. *Share how creating Best Moments come to life in your store from a partner and customer perspective.*
- Describe a day in the life of a Barista. Ensure the candidate knows what will be expected of them in this role.
- What excites you about being in a customer facing role?

The *Starbucks Experience*

At Starbucks, we initiate connections with our customers, can you walk me through an example where you've done this?

- Or, tell me how you would initiate a connection with a customer as a Starbucks barista?

In the role of a barista, there will be times where you may deal with an unsatisfied customer. For example, a customer is not happy with their beverage or did not receive what they ordered.

- What would your approach be in this scenario?

Think of a time you have received exceptional customer service.

- What was the situation?
- What made the interaction special to you?
- How did it make you feel?

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Living Our Mission and Values

Tell me about a time when you had a different point of view or a suggestion to do something differently.

- What approach did you take to share the information with your team or manager?
- What opinions or perspective did you gather from others?

Tell me about a time when you helped your team achieve a goal they or the business felt was important.

- What were your contributions?
- Did you do anything beyond what was being asked of you? Why?
- How did you and the team celebrate or recognize achievement or efforts?

Working Together

Tell me about a time when you saw a coworker or team member not following procedures or doing something incorrectly.

- How did you respond?
- Did you take action or talk with them?

Has an opportunity presented itself for you to help a team member, or teach them a new skill?

- How did you identify the need?
- What coaching did you give to them?
- What did you learn from the experience?

Closing Conversation

Use the closing as an opportunity to ensure a great candidate experience, answer questions and provide next steps.

- What remaining questions do you have about Starbucks, this role or anything we've covered today?
- Is there any additional information you want to share?
- Reconfirm the candidate's availability meets the needs for your store or within the district.
- Ensure you have provided the candidate with a detailed and accurate overview of the position and expectations.
- Thank the candidate for their interest and time – and provide next steps for what to expect.

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Interview Reflections – US

Barista

Great Answer Themes	*Poor Answer Themes*
The *Starbucks Experience*	
- Passion and energy around customer engagement - Takes responsibility and recognizes the value in building customer connections - Actively seeks out customer and manager feedback in order to improve the customer experience - Focused on being open, welcoming and inclusive with customers	- Limited interest in interacting with customers - Does the bare minimum and does not see value in building relationships with customers - Struggles to adapt and incorporate customer and manager feedback into daily work - Uncomfortable with initiating and sustaining conversations with customers
Living our Mission and Values	
- Collaborative and works well with people with different style and backgrounds - Acknowledges and celebrates the contribution of others - Takes personal responsibility to resolve conflicts - Imitates contact with other team members to build a connection and trust. Shares information freely	- Works best alone and prefers individual tasks versus working with a team - Regularly blames others for team problems - Believes it's someone else's job to resolve issues - Isolates self from the team and passively interacts with others
Working Together	
- Takes personal responsibility to create a motivating, rewarding team environment. Understands what makes work enjoyable. - Plays active role in contributing to a great team environment where wins are celebrated along with learning from failures - Takes initiative to assist and provides feedback to others	- Believes it's someone else's job to make it a great place to work. - Focuses on team failures more than successes - Ignores or fails to recognize opportunities to support, provides feedback to and motivate team members

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Interview Reflections – US, *cont.*

Barista

Reflect

Consider the overall experience you've had with the candidate. Does this candidate exhibit enough of the behaviors above to indicate they have the motivation, capability and passion to deliver the Starbucks Experience to our customers, be a great team member and embody our Mission and Values?

Prior to making a hiring recommendation, ensure you can answer each of these questions:

- Were they passionate and engaged when talking about customers?
- Were they able to build a connection with you in person?
- How were the non-verbal cues? How did they present themselves?
- What kind of questions did the candidate ask to show interest and an understanding of the expectations of this role?
- Can you confidently predict they will be successful in this role and deliver the Starbucks Experience to all our customers?

At the conclusion of your interview, please ensure you have entered your interview notes and feedback into the Taleo application tracking system.

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Interview Questions – US

Shift Supervisor

This document is for reference only. Please enter interview notes and feedback in the Taleo applicant tracking system. Please do not write interview notes or feedback on this document.

Start the interview with the Opening Conversation and then select questions from each of the sections below. A successful interview should accomplish two things: provide you enough information and insight to confidently predict on the job success at Starbucks, and provide the candidate enough information to ensure this role is the right for them.

Opening Conversation

Use the opening as an opportunity to share your experience, and build a connection with the candidate. Offer the candidate a beverage or share a coffee press of your favorite coffee and describe what makes it your favorite!

- Ask about their experiences at Starbucks as a customer. Why do they want to work for us?
- Discuss the *Starbucks Experience* with the candidate. *Share how creating Best Moments come to life in your store from a partner and customer perspective.*
- Describe a day in the life of a Shift Supervisor. Ensure the candidate knows what will be expected of them in this role.
- What excites you about leading others and being a role model in a customer facing environment?

The *Starbucks Experience*

At Starbucks, we initiate connections with our customers, can you walk me through an example where you've done this?

- Or, tell me how you would initiate a connection with a customer at Starbucks?

Describe a time you coached a team member to more effectively provide the expected service standards or build customer connections.

- How did you approach the situation?
- How do you recognize excellence in customer service?

Tell me about a time when you engaged a customer to learn about their experience.

- How were their expectations being met or not?
- What actions did you take once you had the information?

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Living Our Mission and Values

Tell me about a skill you wanted to develop or an experience you wanted to gain to improve your performance.

- Why did you identify this skill/experience?
- What impact did you have on others or the business as a result of this development?

Tell me about a time when you had a different point of view from your team, manager or organization.

- What approach did you take to share the information? And with whom?
- What opinions or perspective did you gather from others? How did they change your thinking or approach?

Working Together

What's the toughest feedback you've given to a member on your team?.

- What mad it difficult?
- What ongoing coaching or support did you give them to ensure their success?

Tell me about a time when a new product, promotion, or operational standard was launched.

- What role did you play in communicating and building knowledge of the team?
- How did you inspire and motivate during this time?

Closing Conversation

Use the closing as an opportunity to ensure a great candidate experience, answer questions and provide next steps.

- What remaining questions do you have about Starbucks, this role or anything we've covered today?
- Is there any additional information you want to share?
- Reconfirm the candidate's availability meets the needs for your store or within the district.
- Ensure you have provided the candidate with a detailed and accurate overview of the position and expectations.
- Thank the candidate for their interest and time – and provide next steps for what to expect.

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Interview Reflections – US

Shift Supervisor

Great Answer Themes	*Poor Answer Themes*
The *Starbucks Experience*	
• Passion and energy around customer engagement • Takes responsibility and recognizes the value in building customer connections • Actively solicits and incorporates customer feedback while holding team accountable • Focused on being open, welcoming and inclusive with customers	• Focused more on task oriented aspects of their role • Does the bare minimum and does not see value in building relationships with customers • Struggles to incorporate feedback into daily work. Does not hold team accountable for delivering great service • Uncomfortable with initiating and sustaining conversations with customers
Living our Mission and Values	
• Collaborative and works well with people with different style and backgrounds • Challenges the status quo and seeks opportunities for improvement • Takes responsibility and seeks out opportunities to improve their skills and knowledge • Inclusive, ensures that team feels heard, supported and involved.	• Works best alone and prefers individual tasks versus working with a team • Regularly blames others for team problems • Has a fixed mindset, fails to identify opportunities to improve • Fails to consider impacts to their team, lack of communication
Working Together	
• Takes personal responsibility to create a motivating, rewarding team environment. Understands what makes work enjoyable. • Plays active role in building a great team environment where wins are celebrated along with learning from failures • Takes ownership in and enjoys assisting and coaching others	• Believers it's someone else's job to make it a great place to work. • Focuses on team failures more than successes • Ignores or fails to recognize opportunities to support, provides feedback to and motivate team members

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Interview Reflections – US, *cont.*

Shift Supervisor

Reflect

Consider the overall experience you've had with the candidate. Does this candidate exhibit enough of the behaviors above to indicate they have the motivation, capability and passion to deliver the Starbucks Experience to our customers, be a great team member and embody our Mission and Values?

Prior to making a hiring recommendation, ensure you can answer each of these questions:

- Were they passionate and engaged when talking about coaching and leading teams?
- Were they able to build a connection with you in person?
- How were the non-verbal cues? How did they present themselves?
- What kind of questions did the candidate ask to show interest and an understanding of the expectations of this role?
- Can you confidently predict they will be successful in this role and deliver the Starbucks Experience to all our customers?

At the conclusion of your interview, please ensure you have entered your interview notes and feedback into the Taleo application tracking system.

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Dear {PersonalInfo_Para.UDFCandidate_Preferred Name},

Congratulations! We are excited to extend you a formal offer of employment at {Requisition_Para.Organization}, where Our Mission is to inspire and nurture the human spirit – one person, one cup, and one neighborhood at a time.

Offer details:

- **Store Role:** {Requisition_Para.RequisitionTitle}
- **Hourly Pay Rate:** {Requisition_Para.UDFRequisition_payMin}
- **Target Start Date:** {Requisition_Para.ExpectedStartDateNoTime}
- **Manager Name:** {RequisitionOwners.ManagerFullName}
- **Store Address**: {Requisition_Para.WorkLocationAddress1} {Requisition_Para.WorkLocationAddress2} {Requisition_Para.WorkLocationCity}, {Requisition_Para.LocationStateAbbrev} {Requisition_Para.LocationZipCode}
- **Store Phone Number:** {TransitionsProcess.UDF_storephone}
- **Additional Pay Information:**Your payday is every other Friday, except in certain states (NY, CT, and RI) where your payday is every Friday. Based on your selection, Starbucks will pay you by Direct Deposit or Money Network® Service. Paper check is also available if you are in NH and NY. You may also split your pay between the two options. Please be prepared to fill out the necessary digital pay information during the onboarding process after you have accepted your offer.

Next steps:

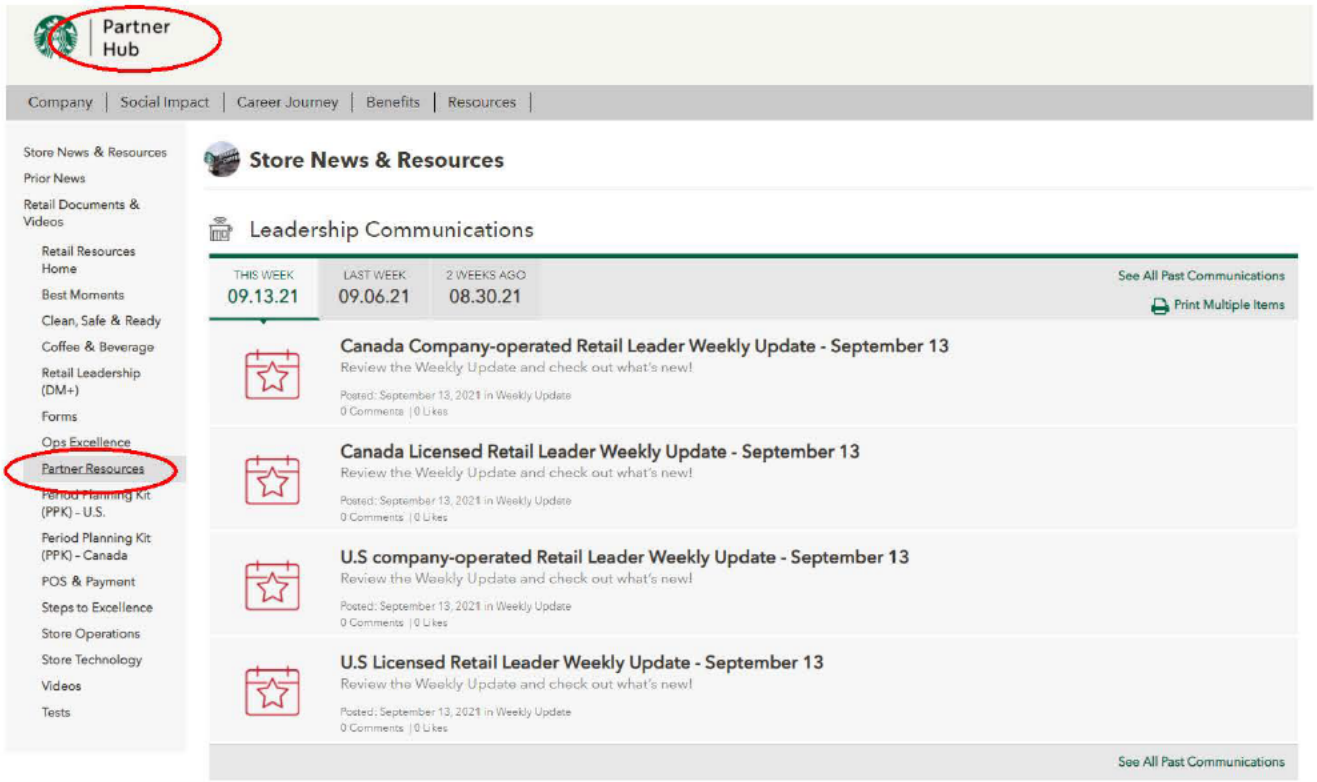
1. Accept your offer. As a reminder, your username is: {TransitionsURLs_Para.AssigneeUserName}
2. **Complete your assigned tasks (time-sensitive).**
3. Your new store manager, {RequisitionOwners.ManagerFullName}, will be in contact with you shortly to review your start date and specific details of your store location. Look for an email before your target start date that includes details of what to bring on your first day. Please review and plan accordingly.

We are excited to have you join the team and welcome you as a partner. Please feel free to reach out to your store manager if you have any questions.

Warm regards,
{Requisition_Para.Organization} Recruiting & Onboarding Team

This message is from an unmonitored mailbox; please do not reply to it.

Partner Relations Virtual Coach & Corrective Action Resources



Welcome to the Partner Relations Virtual Coach
Select a language to enter
US English
CA English
CA Français

Partner Relations Virtual Coach - US

When you've encountered an unfamiliar or unusual partner situation in your store, it can be difficult to know the right path forward. This tool will help you to:

- identify the questions to ask to help you understand the partner situation;
- assess fairness and risk, balancing the needs of the business with partner interests;
- understand what outcomes may be appropriate, what actions to take, and when to leverage additional resources.

Note: The Partner Relations Virtual Coach is intended to complement, not replace, your active assessment and judgment, and guidance provided by your next-level leader, Partner Resources, Ethics & Compliance, or Legal counsel. Contact your leader or Partner Relations if you have a question about a recommended outcome.

Select a category below to see more specific scenarios

- Attendance and Punctuality
- Social Media
- Workplace Accommodation Request
- Ethics & Compliance
- Unprofessional Behavior
- Deficient Performance
- Personal Mobile Device
- Smoking and Tobacco Use
- Dress Code and Personal Appearance
- Video/Audio Recording and Photography
- Safety and Security
- Partner Theft and Register Manipulation
- Wage & Hour Compliance

Scenario I: Attendance with Defined Outcome

Partner Relations Virtual Coach - US

When you've encountered an unfamiliar or unusual partner situation in your store, it can be difficult to know the right path forward. This tool will help you to:

- identify the questions to ask to help you understand the partner situation;
- assess fairness and risk, balancing the needs of the business with partner interests;
- understand what outcomes may be appropriate, what actions to take, and when to leverage additional resources.

Note: The Partner Relations Virtual Coach is intended to complement, not replace, your active assessment and judgment, and guidance provided by your next-level leader, Partner Resources, Ethics & Compliance, or Legal counsel. Contact your leader or Partner Relations if you have a question about a recommended outcome.

Select a category below to see more specific scenarios

Attendance and Punctuality
- No Call / No Show
- Calling Out / Finding a Substitute
- Irregular Attendance
- Tardiness
- Walking Off Shift
- Health Care Provider Notes

Social Media

Workplace Accommodation Request

Ethics & Compliance

Unprofessional Behavior

Deficient Performance

Personal Mobile Device

Dress Code and Personal Appearance

Video/Audio Recording and Photography

Safety and Security

Partner Theft and Register Manipulation

Wage & Hour Compliance

Attendance and Punctuality

Tardiness

Start Over

If the partner arrived late to a scheduled shift, were there any extenuating circumstances?

No

Has the partner mentioned an inability to comply with Starbucks Attendance and Punctuality policy due to religious or medical reasons?

No

Does the partner have a Final Written Warning in their file within the past 12 months for an **attendance/punctuality** policy violation?

No

Does the partner have a Final Written Warning in their file within the past 12 months for any policy violation **other than attendance/punctuality**?

No

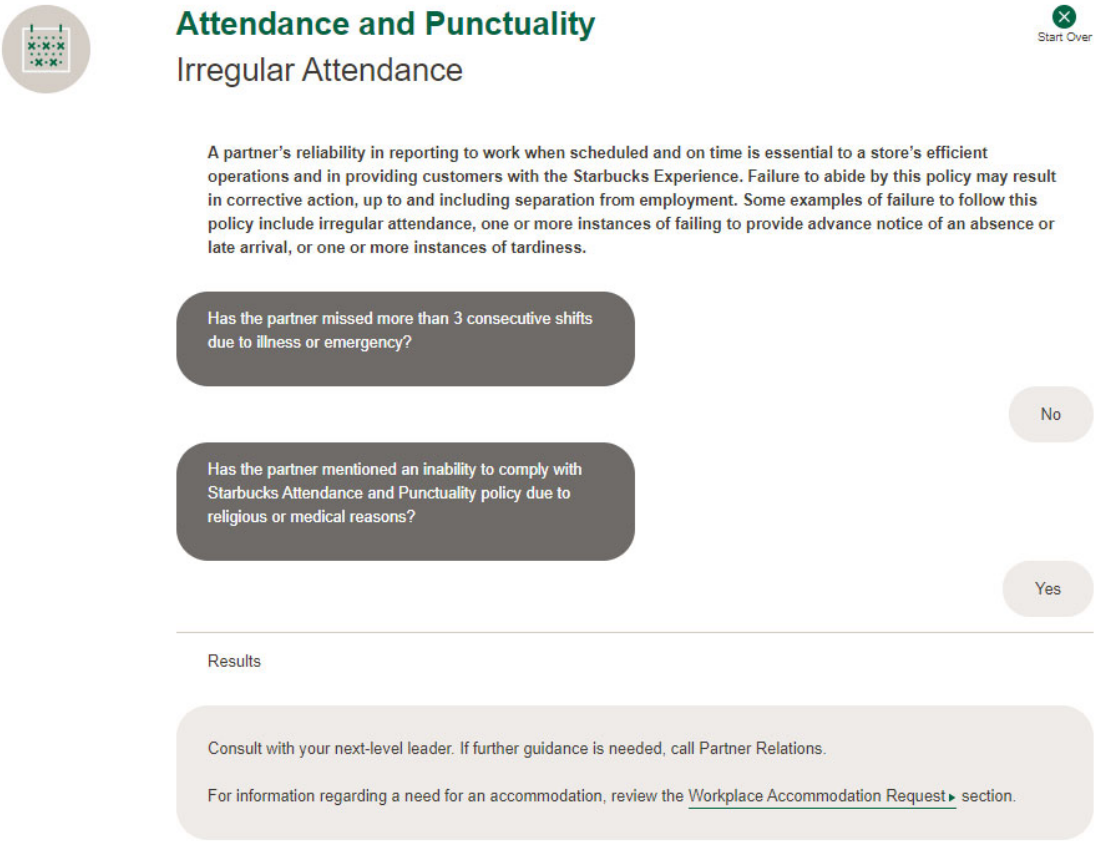
Has the partner received verbal coaching or corrective action on this specific policy before?

No

Results

Documented Coaching is consistently recommended for a first-time policy violation.

Scenario II: Attendance with Extenuating Circumstances



Scenario III: A endance where Specific Procedure is Required

Attendance and Punctuality

Irregular Attendance

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. 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.

Has the partner missed more than 3 consecutive shifts due to illness or emergency?

Yes

Results

Initiate leave of absence.

- Call Sedgwick and initiate a leave of absence for the partner.
- Call the partner and advise that the leave has been initiated on partner's behalf and that partner must follow up with Sedgwick to provide the required documentation.
- Confirm with the partner the next scheduled shifts and whether partner will report to work.
- Review with partner any sick time they may have available and ask if they would like to use the time to cover their missed shifts.

  Note: Sick time can not be held against the partner for purposes of the Time and Attendance policy. However, if a partner fails to communicate the need to miss a shift through the proper communication standards, the partner could be subject to corrective action. Consult with your next-level leader. If further guidance is needed, call Partner Relations.

Scenario IV: General Performance Not Meeting Expectations

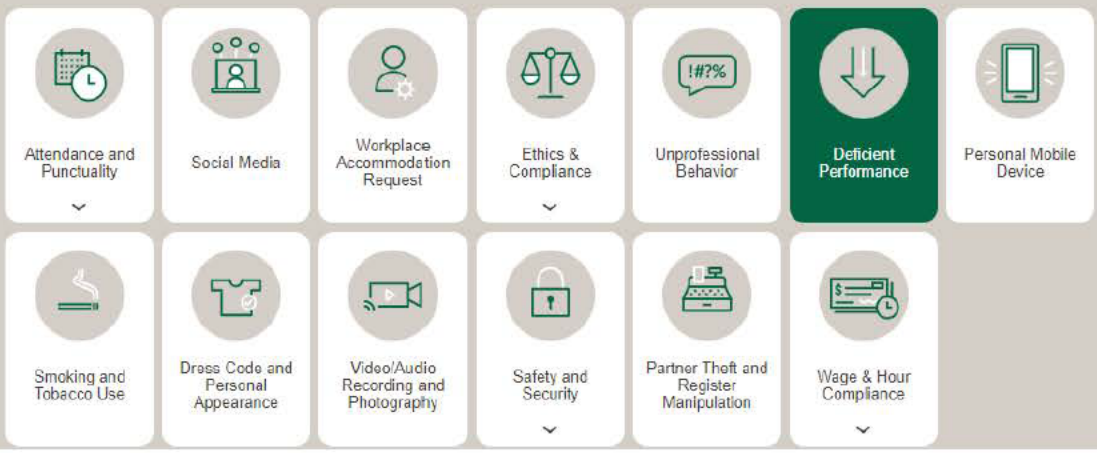
Partner Relations Virtual Coach - US

When you've encountered an unfamiliar or unusual partner situation in your store, it can be difficult to know the right path forward. This tool will help you to:

- identify the questions to ask to help you understand the partner situation;
- assess fairness and risk, balancing the needs of the business with partner interests;
- understand what outcomes may be appropriate, what actions to take, and when to leverage additional resources.

Note: The Partner Relations Virtual Coach is intended to complement, not replace, your active assessment and judgment, and guidance provided by your next-level leader, Partner Resources, Ethics & Compliance, or Legal counsel. Contact your leader or Partner Relations if you have a question about a recommended outcome.

Select a category below to see more specific scenarios



Deficient Performance

Start Over

When a partner is not meeting the expectations outlined in their job description, Partner Relations generally approaches the situation by first advising and coaching the partner about the performance issues. This provides partners proper notice to correct an opportunity before providing formal corrective action.

Has the partner mentioned an inability to comply with the overall expectations as outlined in their job description due to a disability, religious or medical reasons, or a recent emergency personal situation?

No

Has the partner completed all the required training?

Yes: Training is properly documented but there are still performance gaps

Does the partner have a clear, well-written Final Written Warning in their file within the past 12 months for deficient job performance?

No

Does the partner have a clearly, well written Final Written Warning in their file within the past 12 months for a policy violation?

No

Results

Corrective Action is consistently recommended.

- Begin with Documented Coaching. Performance Management Tools ▸
- If the partner's performance does not improve, next-level corrective action is consistently recommended. Depending on the severity of the performance issue or policy violation, separation from employment may be appropriate without going through progressive discipline. In such instances, consult with your next-level leader. If further guidance is needed, call Partner Relations.
- Be consistent when holding partners accountable and issuing corrective action.
- Continue to monitor, coach and give a reasonable amount of time to improve before additional corrective action is provided.

Scenario V: Unprofessional Behavior – Written Warning

Partner Relations Virtual Coach - US

When you've encountered an unfamiliar or unusual partner situation in your store, it can be difficult to know the right path forward. This tool will help you to:

- identify the questions to ask to help you understand the partner situation;
- assess fairness and risk, balancing the needs of the business with partner interests;
- understand what outcomes may be appropriate, what actions to take, and when to leverage additional resources

Note: The Partner Relations Virtual Coach is intended to complement, not replace, your active assessment and judgment, and guidance provided by your next-level leader, Partner Resources, Ethics & Compliance, or Legal counsel. Contact your leader or Partner Relations if you have a question about a recommended outcome.

Select a category below to see more specific scenarios

Attendance and Punctuality

Social Media

Workplace Accommodation Request

Ethics & Compliance

Unprofessional Behavior

Deficient Performance

Personal Mobile Device

Smoking and Tobacco Use

Dress Code and Personal Appearance

Video/Audio Recording and Photography

Safety and Security

Partner Theft and Register Manipulation

Wage & Hour Compliance

Unprofessional Behavior

Start Over

Use the drop-down menus to identify the best course of action.

The provided examples represent common behaviors and are not all inclusive. If a behavior is not listed below, the store manager has the discretion to determine the appropriate type of corrective action for their partners. The store manager should be familiar with the Corrective Action section of the *Partner Resources Manual* and should partner with the next-level leader for guidance. Performance Management Tools

Severe behaviors violate Our Mission and Values and codes of conduct and may create legal risk for the company.

In the event you become aware of allegations of these serious behaviors, immediately advise your next-level leader and Ethics & Compliance via the Helpline or by calling (800) 611-7792. Ethics & Compliance will then investigate and collaborate with field leaders on the appropriate corrective action, if any.

Prohibited harassment may include the following examples:

- 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 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; pornographic materials

Policy or standard review

Documented coaching

Written warning

A written warning could be issued if a partner fails to correct a behavior that has been previously coached or when the severity of the action warrants it.

For example:

- Partner raising voice or speaking disrespectfully to customers or other partners.
- Arguing with other partners, disrupting the store environment.
- Using profanity in casual conversation with another partner in BOH where no customers can hear, and the conversation is not confrontational in nature.

Work with your next-level leader if the facts are unclear or you need help addressing the situation. Call Partner Relations for additional support, as needed.

Final written warning

Separation

Name PR: Complaints/Investigation

Hotkey ci

When adding standard text, press F8 to access hotkey menu.

Preview

FC Made
Reached **NameAndTitle** and shared that I will be looking into their concerns.
• Shared that we take these concerns seriously.
• Reviewed Anti-Retaliation and/or Confidentiality Policy.

Or

Track contact attempts:
• Called alternate number and left a VM.
• Followed up with email informing **NameAndTitle** that I am assigned to their case. Provided contact information and requested availability for times they can connect to discuss their concerns.

SUMMARY OF INCIDENT OR CONCERNS:
• Reviewed intake case notes with partner.
• Asked if there is anything they would like to add.
• Asked the following clarifying questions regarding the case notes:

NEXT STEPS: [Indicate any next steps specialist will take]
• Shared that I will be forwarding to DM as concerns are directly related to **[management, partner conflict, adherence to policies, wage and hour violation, OTHER]**. Shared that partner can anticipate follow-up and/or resolution from their DM.

Or

• Shared that I will be investigating by gathering information from other partners involved, as well as reviewing statements and documentation. Shared that partner can consider their case open and active until hearing back from me. Provided my contact information if partner needs to update their case.

Or

• Shared that I will be forwarding to E&C as the concerns are directly related to **[anti-harassment, discrimination, Standards of Business Conduct, OTHER]**.

Or

• Other **[insert details]**

ADDITIONAL INFORMATION PROVIDED:
[Lyra (U.S.) or LifeWorks (Canada), Sedgwick for LOA, CUP Fund, or Accommodation request]

DISPOSITION AND ACTIONS TAKEN:

DISPOSITION: [UNSUBSTANTIATED, PARTIALLY SUBSTANTIATED, SUBSTANTIATED]

SUMMARY OF FINDINGS:

ACTIONS TAKEN TO ADDRESS WHAT WAS SUBSTANTIATED:
• Spoke with partner, advised we completed the review of the partner's concerns. Confirmed that the matter has been addressed.
• Shared the following information:

Case closed.

OK Cancel

Notice of Separation

U.S. Retail

Partner Name:		Date Delivered:	Click to enter date.
Partner Number:		Store Number:	
Manager's Name:			

Statement of Situation

Manager's Statement: Describe the circumstances that led to the decision to separate the partner from employment.

Signatures

Manager Signature	Date delivered	Name (please print)	Partner #
Witness Signature (if applicable)	Date delivered	Name (please print)	Partner #

Partner: The above has been discussed with me by my manager. I understand my signature does not necessarily imply agreement, but acknowledges receipt of this form.

Partner Signature	Date delivered	Name (please print)	Partner #

Partner: For information regarding the impact of your separation on your benefits and other aspects of your employment, please refer to the Partner Separation FAQ – US Retail (available from your manager).

Manager: *Print two copies of this form. Provide one signed copy to the partner and retain one signed copy in the store partner file.*

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Store Number: 61993

Store Name:	Riggs and Ellsworth
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:00	20:00	03:30	3	21:30	3
Tuesday	Yes	No	04:00	20:00	03:30	3	21:30	3
Wednesday	Yes	No	04:00	20:00	03:30	3	21:30	3
Thursday	Yes	No	04:00	20:00	03:30	3	21:30	3
Friday	Yes	No	04:00	20:00	03:30	3	21:30	3
Saturday	Yes	No	04:00	20:00	03:30	3	21:30	3
Sunday	Yes	No	04:00	20:00	03:30	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	17:45	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	No	No						
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:45	3

Store Number: 60027

Store Name:	Sossaman & Hampton
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	05:00	20:00	04:15	3	21:30	3
Tuesday	Yes	No	05:00	20:00	04:15	3	21:30	3
Wednesday	Yes	No	05:00	20:00	04:15	3	21:30	3
Thursday	Yes	No	05:00	20:00	04:15	3	21:30	3
Friday	Yes	No	05:00	20:00	04:15	3	21:30	3
Saturday	Yes	No	05:00	20:00	04:15	3	21:30	3
Sunday	Yes	No	05:00	20:00	04:15	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	17:45	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	Yes	No	06:00	15:00	05:30	3	16:00	4
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:45	3

Store Number: 58302

Store Name:	Signal Butte & Warner
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:30	20:00	04:00	3	21:00	3
Tuesday	Yes	No	04:30	20:00	04:00	3	21:00	3
Wednesday	Yes	No	04:30	20:00	04:00	3	21:00	3
Thursday	Yes	No	04:30	20:00	04:00	3	21:00	3
Friday	Yes	No	04:30	20:00	04:00	3	21:00	3
Saturday	Yes	No	04:30	20:00	04:00	3	21:00	3
Sunday	Yes	No	04:30	20:00	04:00	3	21:00	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	17:45	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	Yes	No	06:00	15:00	05:30	3	16:00	4
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Store Number: 55374

Store Name:	Crismon & Southern
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:00	21:00	03:30	3	21:30	3
Tuesday	Yes	No	04:00	21:00	03:30	3	21:30	3
Wednesday	Yes	No	04:00	21:00	03:30	3	21:30	3
Thursday	Yes	No	04:00	21:00	03:30	3	21:30	3
Friday	Yes	No	04:00	21:00	03:30	3	21:30	3
Saturday	Yes	No	04:00	21:00	03:30	3	21:30	3
Sunday	Yes	No	04:00	21:00	03:30	3	21:30	3

These records take precedence over the permanent schedule

Temporary Store Schedule

Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
04-Dec-2021	10-Dec-2021	Monday	Business Exception	Yes	No	06:00	19:00	05:30	4	20:30	3
04-Dec-2021	10-Dec-2021	Tuesday	Business Exception	Yes	No	06:00	19:00	05:30	4	20:30	3
04-Dec-2021	10-Dec-2021	Wednesday	Business Exception	Yes	No	06:00	19:00	05:30	4	20:30	3
04-Dec-2021	10-Dec-2021	Thursday	Business Exception	Yes	No	06:00	19:00	05:30	4	20:30	3
04-Dec-2021	10-Dec-2021	Friday	Business Exception	Yes	No	06:00	19:00	05:30	4	20:30	3
04-Dec-2021	10-Dec-2021	Saturday	Business Exception	No	No						
04-Dec-2021	10-Dec-2021	Sunday	Business Exception	No	No						

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	11-Dec-2021	12-Dec-2021	Saturday	Business Exception	Yes	No	06:00	19:00	05:30	4	20:30	3
No	11-Dec-2021	12-Dec-2021	Sunday	Business Exception	Yes	No	06:00	19:00	05:30	4	20:30	3
Yes	13-Dec-2021		Monday		Yes	No	04:00	19:00	03:30	3	21:00	3
Yes	13-Dec-2021		Tuesday		Yes	No	04:00	19:00	03:30	3	21:00	3
Yes	13-Dec-2021		Wednesday		Yes	No	04:00	19:00	03:30	3	21:00	3
Yes	13-Dec-2021		Thursday		Yes	No	04:00	19:00	03:30	3	21:00	3
Yes	13-Dec-2021		Friday		Yes	No	04:00	19:00	03:30	3	21:00	3
Yes	13-Dec-2021		Saturday		Yes	No	04:00	19:00	03:30	3	21:00	3
Yes	13-Dec-2021		Sunday		Yes	No	04:00	19:00	03:30	3	21:00	3
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	18:00	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	No	No						
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Store Number: 54835

Store Name:	Ironwood and Ocotillo
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	03:30	20:00	03:00	3	21:30	3
Tuesday	Yes	No	03:30	20:00	03:00	3	21:30	3
Wednesday	Yes	No	03:30	20:00	03:00	3	21:30	3
Thursday	Yes	No	03:30	20:00	03:00	3	21:30	3
Friday	Yes	No	03:30	20:00	03:00	3	21:30	3
Saturday	Yes	No	03:30	20:00	03:00	3	21:30	3
Sunday	Yes	No	03:30	20:00	03:00	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	17:45	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	No	No						
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Store Number: 25812

Store Name:	Ellsworth Rd & Rittenhouse Rd
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:00	20:00	03:30	3	21:30	3
Tuesday	Yes	No	04:00	20:00	03:30	3	21:30	3
Wednesday	Yes	No	04:00	20:00	03:30	3	21:30	3
Thursday	Yes	No	04:00	20:00	03:30	3	21:30	3
Friday	Yes	No	04:00	20:00	03:30	3	21:30	3
Saturday	Yes	No	04:00	20:00	03:30	3	21:30	3
Sunday	Yes	No	04:00	20:00	03:30	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	13-Dec-2021	16-Dec-2021	Monday	Business Exception	Yes	No	04:00	17:00	03:30	3	18:30	3
No	13-Dec-2021	16-Dec-2021	Thursday	Business Exception	Yes	No	04:00	15:00	03:30	3	16:00	3
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:15	3	17:45	3
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	Yes	No	06:00	15:00	05:30	3	15:45	4
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Store Number: 19282

Store Name:	Santan Village Pkwy & Loop 202
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:00	20:00	03:30	3	21:30	3
Tuesday	Yes	No	04:00	20:00	03:30	3	21:30	3
Wednesday	Yes	No	04:00	20:00	03:30	3	21:30	3
Thursday	Yes	No	04:00	20:00	03:30	3	21:30	3
Friday	Yes	No	04:00	20:00	03:30	3	21:30	3
Saturday	Yes	No	04:30	20:00	04:00	3	21:30	3
Sunday	Yes	No	04:30	20:00	04:00	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	18:00	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	No	No						
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Store Number: 11891

Store Name:	Signal Butte & Hwy 60, Mesa
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:30	21:00	04:00	3	21:30	3
Tuesday	Yes	No	04:30	21:00	04:00	3	21:30	3
Wednesday	Yes	No	04:30	21:00	04:00	3	21:30	3
Thursday	Yes	No	04:30	21:00	04:00	3	21:30	3
Friday	Yes	No	04:30	21:00	04:00	3	21:30	3
Saturday	Yes	No	04:30	21:00	04:00	3	21:30	3
Sunday	Yes	No	04:30	21:00	04:00	3	21:30	3

These records take precedence over the permanent schedule

Temporary Store Schedule

Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
03-Dec-2021	12-Dec-2021	Monday	Business Exception	Yes	No	06:00	18:00	05:30	3	19:30	3
03-Dec-2021	12-Dec-2021	Tuesday	Business Exception	Yes	No	06:00	18:00	05:30	3	19:30	3
03-Dec-2021	12-Dec-2021	Wednesday	Business Exception	Yes	No	06:00	18:00	05:30	3	19:30	3
03-Dec-2021	12-Dec-2021	Thursday	Business Exception	Yes	No	06:00	18:00	05:30	3	19:30	3
03-Dec-2021	12-Dec-2021	Friday	Business Exception	Yes	No	06:00	18:00	05:30	3	19:30	3
03-Dec-2021	12-Dec-2021	Saturday	Business Exception	Yes	No	06:00	18:00	05:30	3	19:30	3
03-Dec-2021	12-Dec-2021	Sunday	Business Exception	Yes	No	06:00	18:00	05:30	3	19:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Yes	13-Dec-2021		Monday		Yes	No	04:30	19:00	04:00	3	20:00	3
Yes	13-Dec-2021		Tuesday		Yes	No	04:30	19:00	04:00	3	20:00	3
Yes	13-Dec-2021		Wednesday		Yes	No	04:30	19:00	04:00	3	20:00	3
Yes	13-Dec-2021		Thursday		Yes	No	04:30	19:00	04:00	3	20:00	3
Yes	13-Dec-2021		Friday		Yes	No	04:30	19:00	04:00	3	20:00	3
Yes	13-Dec-2021		Saturday		Yes	No	04:30	19:00	04:00	3	20:00	3
Yes	13-Dec-2021		Sunday		Yes	No	04:30	19:00	04:00	3	20:00	3
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	17:45	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	No	No						
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Store Number: 9862

Store Name:	Apache Trail & Delaware
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	05:00	20:00	04:00	4	21:30	2
Tuesday	Yes	No	05:00	20:00	04:00	4	21:30	2
Wednesday	Yes	No	05:00	20:00	04:00	4	21:30	2
Thursday	Yes	No	05:00	20:00	04:00	4	21:30	2
Friday	Yes	No	05:00	20:00	04:00	4	21:30	2
Saturday	Yes	No	05:00	20:00	04:00	4	21:30	2
Sunday	Yes	No	05:00	20:00	04:00	4	21:30	2

These records take precedence over the permanent schedule

Temporary Store Schedule

Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
09-Dec-2021	12-Dec-2021	Thursday	Business Exception	Yes	No	05:00	14:00	04:00	4	15:30	4
09-Dec-2021	12-Dec-2021	Friday	Business Exception	Yes	No	05:00	14:00	04:00	4	15:30	4
09-Dec-2021	12-Dec-2021	Saturday	Business Exception	Yes	No	05:00	14:00	04:00	4	15:30	4
09-Dec-2021	12-Dec-2021	Sunday	Business Exception	Yes	No	05:00	14:00	04:00	4	15:30	4

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	2	17:45	3
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	Yes	No	06:00	15:00	05:30	2	15:45	4
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	2	21:30	2

Store Number: 9588

Store Name:	Power & Loop 202, Gilbert
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:30	20:00	04:00	3	21:30	3
Tuesday	Yes	No	04:30	20:00	04:00	3	21:30	3
Wednesday	Yes	No	04:30	20:00	04:00	3	21:30	3
Thursday	Yes	No	04:30	20:00	04:00	3	21:30	3
Friday	Yes	No	04:30	20:00	04:00	3	21:30	3
Saturday	Yes	No	04:30	20:00	04:00	3	21:30	3
Sunday	Yes	No	04:30	20:00	04:00	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	17:45	3
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	No	No						
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	2

Store Number: 6756

Store Name:	Ellsworth & Baseline, Mesa
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:30	20:00	04:00	3	21:30	3
Tuesday	Yes	No	04:30	20:00	04:00	3	21:30	3
Wednesday	Yes	No	04:30	20:00	04:00	3	21:30	3
Thursday	Yes	No	04:30	20:00	04:00	3	21:30	3
Friday	Yes	No	04:30	20:00	04:00	3	21:30	3
Saturday	Yes	No	04:30	20:00	04:00	3	21:30	3
Sunday	Yes	No	04:30	20:00	04:00	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	17:45	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	No	No						
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Store Number: 5610

Store Name:	Power Rd & Baseline Rd
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:30	18:00	04:00	3	18:45	3
Tuesday	Yes	No	04:30	18:00	04:00	3	18:45	3
Wednesday	Yes	No	04:30	18:00	04:00	3	18:45	3
Thursday	Yes	No	04:30	18:00	04:00	3	18:45	3
Friday	Yes	No	04:30	18:00	04:00	3	18:45	3
Saturday	Yes	No	04:30	18:00	04:00	3	18:45	3
Sunday	Yes	No	04:30	18:00	04:00	3	18:45	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	17:45	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	No	No						
No	31-Dec-2021	01-Jan-2022	Friday	New Year's Day	Yes	No	05:00	18:00	04:30	3	18:45	3
No	31-Dec-2021	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	18:00	04:30	3	18:45	3

Store Number: 58630

Store Name:	Higley and Queen Creek
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:00	20:00	03:30	3	21:30	3
Tuesday	Yes	No	04:00	20:00	03:30	3	21:30	3
Wednesday	Yes	No	04:00	20:00	03:30	3	21:30	3
Thursday	Yes	No	04:00	20:00	03:30	3	21:30	3
Friday	Yes	No	04:00	20:00	03:30	3	21:30	3
Saturday	Yes	No	04:00	20:00	03:30	3	21:30	3
Sunday	Yes	No	04:00	20:00	03:30	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	18:00	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	Yes	No	06:00	15:00	05:30	3	16:00	4
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Location Number: Load

Store Number: 14225

Store Name:	Hunt & Gary, Queen Creek
Current Store Status:	Open to Public

Permanent Store Schedule

Day	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
Monday	Yes	No	04:00	20:30	03:30	3	21:30	3
Tuesday	Yes	No	04:00	20:30	03:30	3	21:30	3
Wednesday	Yes	No	04:00	20:30	03:30	3	21:30	3
Thursday	Yes	No	04:00	20:30	03:30	3	21:30	3
Friday	Yes	No	04:00	20:30	03:30	3	21:30	3
Saturday	Yes	No	04:00	20:30	03:30	3	21:30	3
Sunday	Yes	No	04:00	20:30	03:30	3	21:30	3

Future Store Schedule

Permanent	Start Eff. Date	End Eff. Date	Day	Reason	Open	Open 24hrs	Open Time	Close Time	Staff Start Time	Opening Staff	Staff End Time	Closing Staff
No	24-Dec-2021	25-Dec-2021	Friday	Christmas Day	Yes	No	05:00	17:00	04:30	3	18:00	4
No	24-Dec-2021	25-Dec-2021	Saturday	Christmas Day	Yes	No	06:00	15:00	05:30	3	16:00	4
No	01-Jan-2022	01-Jan-2022	Saturday	New Year's Day	Yes	No	05:00	21:00	04:30	3	21:30	3

Go to Top

Partner Hub

Benefits Overview (U.S.)

Want a quick rundown of all our benefits?

You've come to the right place. Get an overview of what we offer and who is eligible, and use the links below for more details.

Print Explore Starbucks Benefits (pdf) for partners and potential partners to reference.

Health			
Benefit	What is it?	Who is eligible?	Additional info
Medical, Dental & Vision	Comprehensive medical, dental and vision coverage with choices for you, your spouse or domestic partner, and children	Partners who are eligible for benefits	Enroll or see options at mysbuxben.com. To view options and costs, select Explore Your Options and use code ASH84 to see your specific options and per-paycheck costs.
Short & Long Term Disability	Partial income replacement if you are unable to work due to disability	Partners who are eligible for benefits	• All benefits-eligible partners automatically receive Short-Term Disability. • If you are a retail hourly partner, you must enroll to participate in Long-Term Disability.
Life Insurance	Financial protection for you and your family	Partners who are eligible for benefits	• All benefits-eligible partners automatically receive Basic Life Insurance, provided by Starbucks. • If you are eligible, you can also elect additional life insurance for yourself, your spouse/domestic partner or your children.
Stock & Savings			
Benefit	What is it?	Who is eligible?	Additional info
Bean Stock	Yearly grant of restricted stock units, which vest over two years	All partners employed as of May 1	Learn more at starbucksbeanstock.com.
Stock Investment Plan (S.I.P.)	Allows partners to buy Starbucks stock at a 5% discount via payroll deductions	Partners with 90 or more days of employment	Enroll at netbenefits.com during the quarterly enrollment periods.
Future Roast 401(k)	Starbucks will match 100% of the first 5% you contribute each pay period (regardless of whether the contribution is 401(k) pre-tax, Roth after-tax or a combination of both)	Partners over age 18 with 90 or more days of employment	Enroll at netbenefits.com.
Partner & Family Support			
Benefit	What is it?	Who is eligible?	Additional info
Partner & Family Sick Time	Time off to take care of yourself and your family	All partners	Partners start accruing sick time from date of hire.
Paid Parental Leave	Paid time off for birth and non-birth parents	Partners who are eligible for benefits	Call Sedgwick at (877) SBUXBEN (728-9236) to learn more and apply.
Lyra Mental Health Benefits	Mental health therapy and counseling	All partners	Register at lyrahealth.com/starbucks or call (844) 643-1263.

Talk to someone

See the Benefits Directory or our Health Coverage Contact Information (pdf).

Related

Parenting Resources

Financial Wellness

Resources

When Am I Eligible for Benefits?

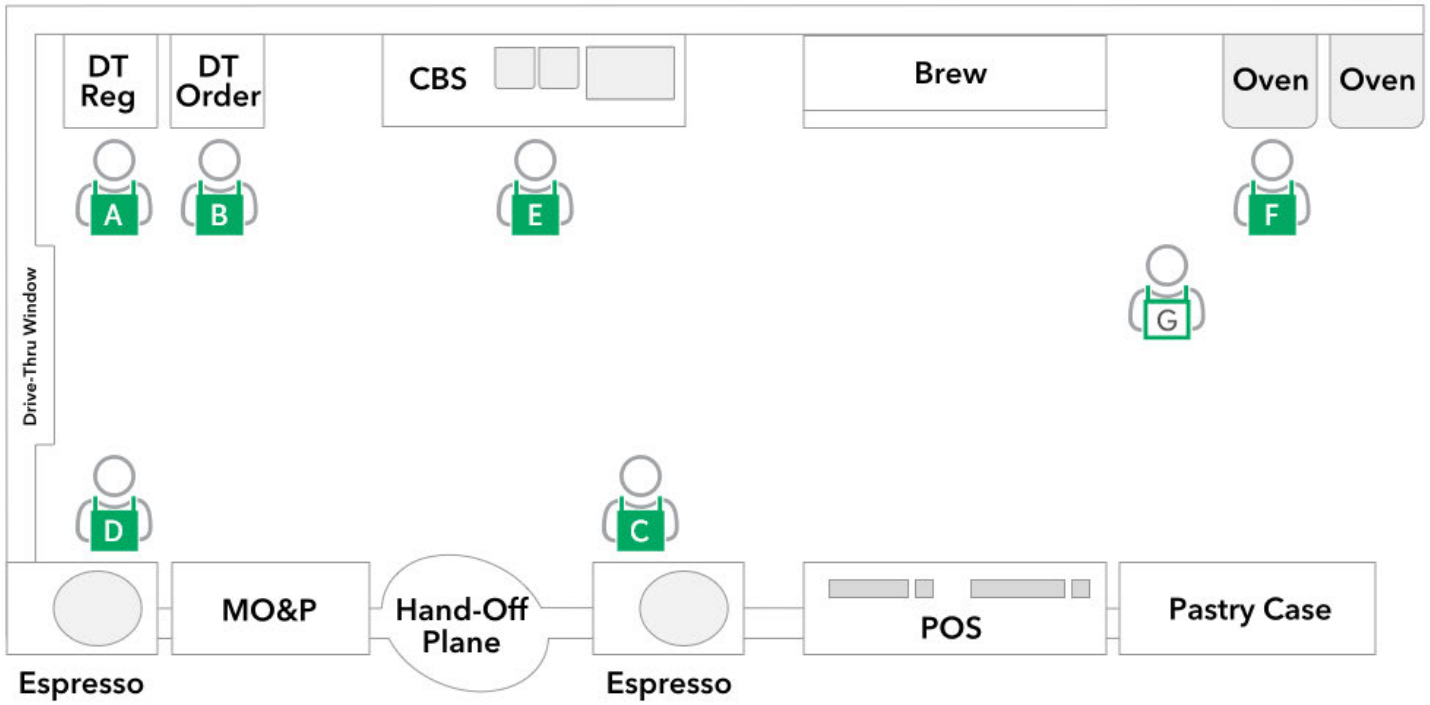
Enrollment Guide (pdf)

U.S. Benefits Plan Description (pdf): complete information about all our benefits programs

File an Appeal for Benefits Enrollment (pdf)

7 partner play during **Peak** on a **Weekday** , **GO** Mode

Product Mix: Esp esso 40 % | CBS 2 % | B ew 6 % | Food 26 % | O e 5 % **Channel Mix:** Café 7 % | DT 54 % | MO&P 28 %



A **Drive Thru Register**
D ive T u Regis e Rou i e

B **Drive Thru Order**
D ive T u O de Rou i e

C **Bar**
Beve age Rou i e
B e ded Beve age Rou i e
C eck Lobby

D **Bar**
Beve age Rou i e

E **Cold Bar**
B e ded Beve age Rou i e

F **Oven**
Wa ed Food Rou i e

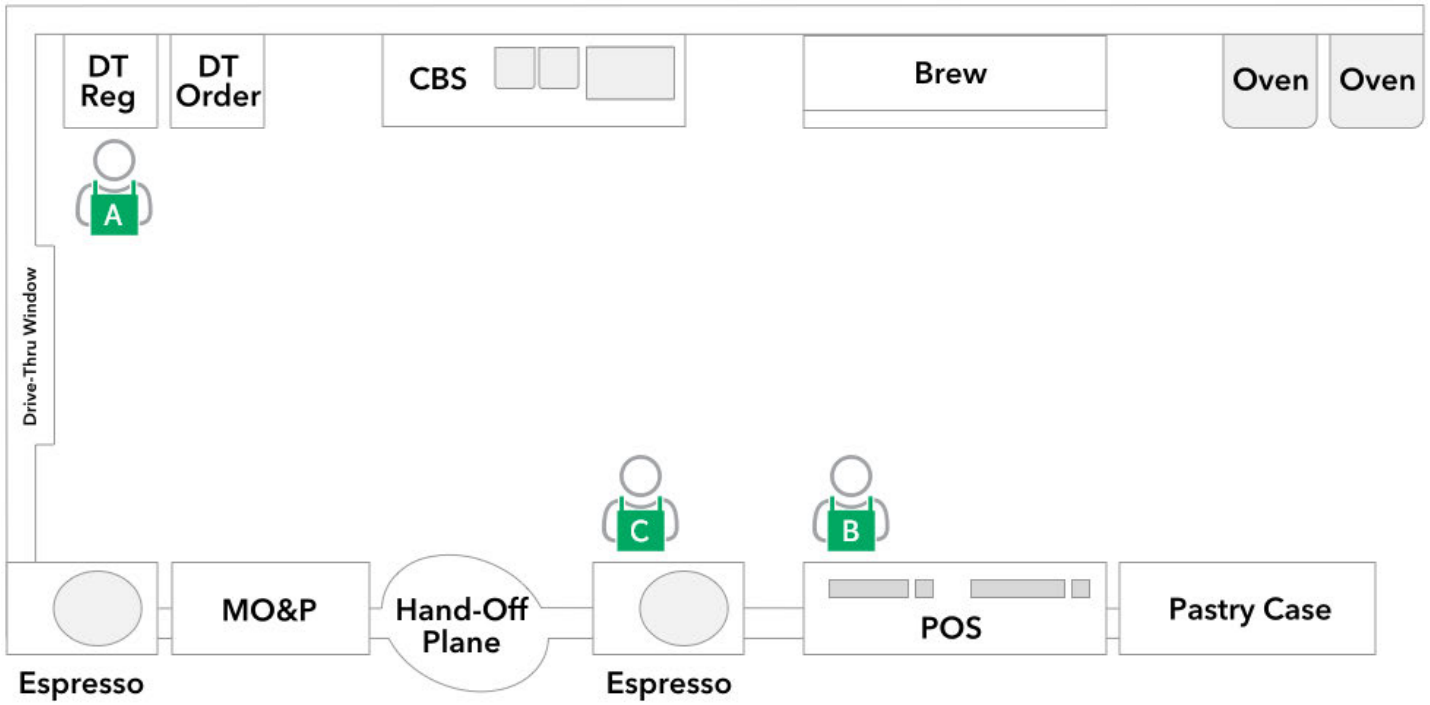
G **Support**
B ewed Coffee Rou i e
Cafe O de Rou i e
Wa ed Food Rou i e

56 0 Powe Rd & Base i e Rd

Las Upda ed: Nove be 29, 202

4 partner play during **4pm - Close** on a **Weekday**

Product Mix: Esp esso 37 % | CBS 35 % | B ew 4 % | Food 7 % | O e 6 % **Channel Mix:** Café 9 % | DT 73 % | MO&P 8 %



Drive Thru Register
D ive T u O de Rou i e
D ive T u Regis e Rou i e

Register
Cafe O de Rou i e
Wa ed Food Rou i e

Bar
Beve age Rou i e
B e ded Beve age Rou i e

Customer Support
Cus o e Suppo Cyc e

D

05:30 PM-06:00 PM
BOH F oo s/Baseboa ds
A Ref ige a o s/F eeze s
06:30 PM-07:00 PM
Res oo s
07:30 PM-08:00 PM
BPRs/Si ks/Fauce s
B e de s
08:30 PM-09:00 PM
ESP/CBS P exis
Wa /B ew P exis

LAST HOUR OF OPERATIONS
Ove s
ESP Mac i es
ce Bi s/Caddies
Food Cases
Cafe F oo s/Baseboa ds

56 0 Powe Rd & Base i e Rd

Las Upda ed: Nove be 29, 202

OPS ANALYTICS & REPORTING
Partner Planning Tool

ABOUT HELP DM [redacted]

FEEDBACK?

Data Refreshed: 12/02/2021

Hierarchy Input

Country	United States
Region	
Area	
District	
Store	5610

Fiscal Period: All Months

Target Hours per Partner: [redacted]

Anticipated Partner Movement: [redacted]

Adjust Forecasted Hours: [redacted]

Weekly Forecasted Hours

DEC	JAN	FEB
[redacted]	[redacted]	[redacted]

Average Hours Per Partner

weekly forecasted hours DIVIDED BY aniticipated partner count

DEC	JAN	FEB
[redacted]	[redacted]	[redacted]

Partner Counts

Per prior fiscal week

[redacted]	Total partners
[redacted]	Partners on LOA
[redacted]	Anticipated partner movement
[redacted]	Anticipated partner count

Target Partner Count

forecasted hours DIVIDED BY target hours per partner, rounded up to the nearest whole number at each store

DEC	JAN	FEB
[redacted]	[redacted]	[redacted]

+Over/-Under Partner Count

anticipated partner count MINUS target partner count

DEC	JAN	FEB
[redacted]	[redacted]	[redacted]

Partner Movement

Per prior fiscal week

[redacted]	New hires
[redacted]	Separations
[redacted]	Net change in partner count

GENERATE INSIGHTS

Let's talk about staffing in your store.

- What are the top staffing priorities for your portfolio right now?
- How are you building talent plans and pipelines?
- Do your store managers proactively consider staffing changes for the next two months?
- Do your store managers consider the availability of all partners (including those on LOA and from other stores) prior to hiring?
- Do your store managers effectively prioritize and plan time to identify and close staffing gaps?

OWN YOUR BUSINESS

Consider how your market balances talent across its portfolio by:

- Discussing partners' scheduling needs and potential ways to meet them (e.g., across multiple stores) at each district planning meeting.
- Observing staffing trends and putting plans in place to improve the partner and customer experience.
- Utilizing *Steps to Excellence – Staffing & Scheduling* to further unlock opportunities.

Sort Order

Click to Sort

Benefit			
Headspace	An app that teaches you how to meditate and supports your ongoing meditation journey	All partners	Register at headspace.com/starbucks.
Care@Work	Subsidized backup care for kids and adults, senior care planning services and a premium membership to Care.com	All partners	Register at care.com/starbucks.
Vacation & Other Time Off	Time & a half pay for holidays, and paid vacation that accrues over time	Eligibility depends on position with Starbucks	See your personal vacation balance in My Partner Info.
Caring Unites Partners (CUP) Fund	Financial assistance program funded by partners for partners to help in times of special need	All partners	Call (888) SBUX-411 (7289-411) to apply.
Family Expansion Reimbursement	Financial assistance to partners who have chosen to grow their family through adoption, surrogacy or Intrauterine Insemination (IUI). Up to $10,000 per attempt	Partners who are eligible for benefits	
DACA Reimbursement	Reimbursement for DACA filing fees	Partners with 90 or more days of employment	

Education & Opportunity

Benefit	What is it?	Who is eligible?	Additional info
Starbucks College Achievement Plan	Earn your first bachelor's degree online with 100% tuition and fees covered upfront through Arizona State University's online degree programs	Partners who are eligible for benefits and do not yet have a bachelor's degree	Learn more at starbucks.asu.edu.
Greener Apron	Learn how to become a sustainability champion in your store and at home through an online course	All partners	Learn more and register at greenerapron.com.
Starbucks Coffee Academy	Learn more about the vast and wonderful world of coffee.	All partners	Learn more at starbuckscoffeeacademy.com.

Perks

Benefit	What is it?	Who is eligible?	Additional info
Food & Beverage Benefit	Free beverages and one food item while on break at work, 30 minutes before/after shift at home store	All store partners	Learn more in the Partner Guide.
Weekly Coffee Markout & In-Store Merchandise Discount	Weekly free pound of coffee or other specified products. 30% off goods at company-owned Starbucks stores	All partners	Learn more in the Partner Guide.
Coffeegear	Your source for branded apparel, dress code approved items, gifts and more	All partners	Visit starbuckscoffeegear.com.
Commuter Benefits	Pay for work-related commuter expenses through pre-tax payroll deductions	All partners are except partners at the Starbucks Support Center (SSC) and Kent Flexible Plant	Enroll at mysbuxben.com or call (877) SBUXBEN (728-9236). If you are an SSC partner, see your Transportation options. If you are a Kent Plant partner, speak to your Partner Resources generalist.
Starbucks Rewards Partner Benefits	Receive extra benefits when you register your partner card for Starbucks Rewards	All partners	Learn more about Starbucks Rewards at starbucks.com/card/rewards.
Partner Discounts Program	Discounts at various local and national retailers as well as auto, home and pet insurance, and more	All partners	Visit StarbucksPartnerDiscounts.com.
Giving Match	Request that Starbucks match your donations of time or money to eligible nonprofits, up to $1,000 per year	All partners	Sign into the Community Champions Portal to request a giving match.
Partner Connection & Fitness Reimbursement Programs	Apply for funds and/or fee reimbursement for eligible races and activities	All partners	
Elite Athlete Program	Financial support for partners participating in athletics at a world-class level	Partners who have one or more years of employment and are in good standing	
Partner Recognition	Recognition of partner contributions at all levels of achievement through formal and informal programs	All partners	Learn more at http://sbuxrecognition.com.

Was this page helpful?

Your feedback helps to improve this site.

Yes | Somewhat | No

Every effort has been made to communicate this benefit information clearly and in easily understandable terms. If there is any discrepancy between the information set forth above and the legal plan and trust documents, the terms of the legal plan and trust documents always govern. Starbucks must also reserve the right to amend or terminate any benefit Plan referred to herein in accordance with its terms.

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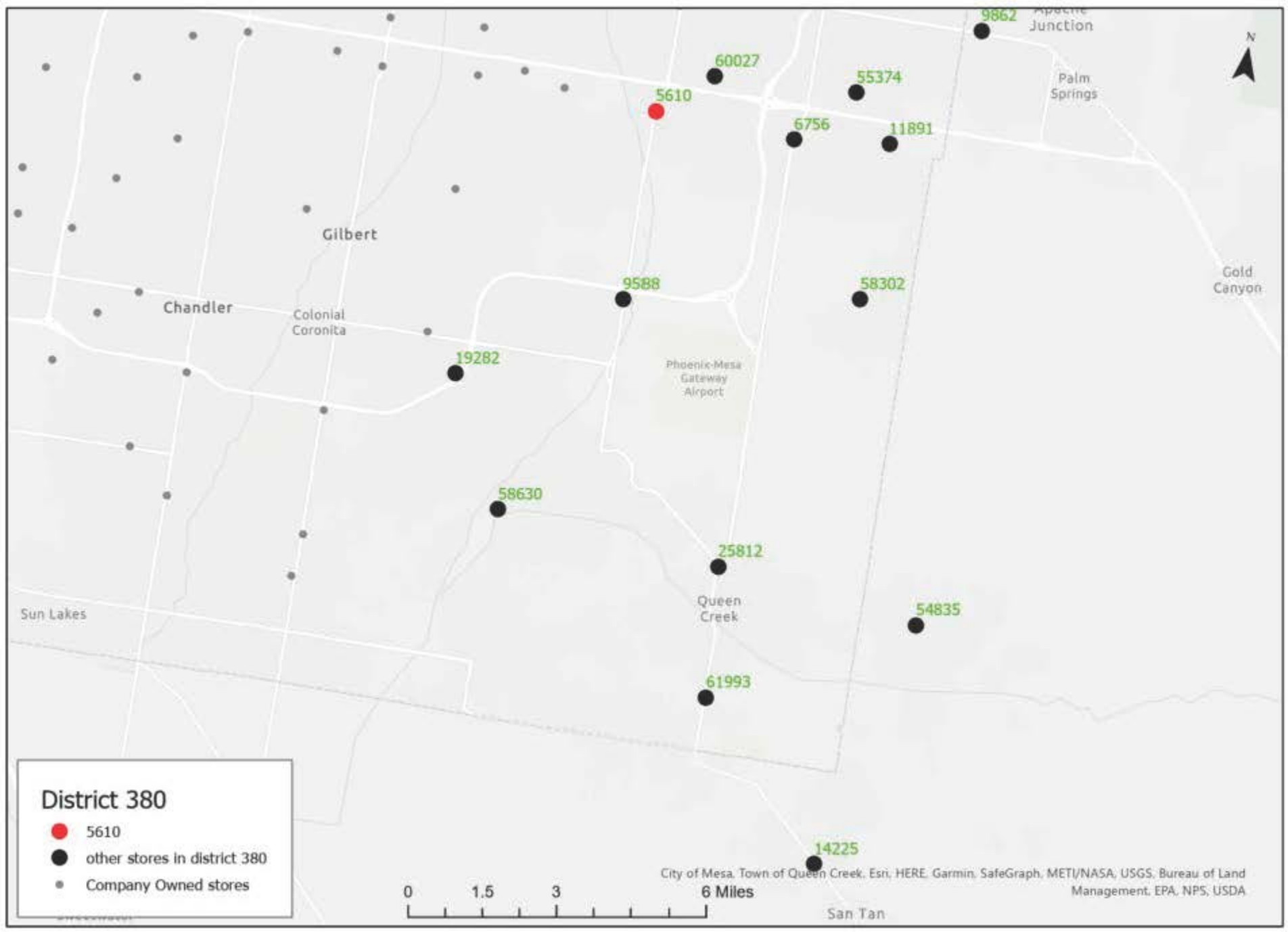
District 380
5610
other stores in district 380
Company Owned stores
0
1.5
3
6 Miles
N
9862
Apache Junction
60027
55374
5610
Palm Springs
6756
11891
Gilbert
Gold Canyon
9588
58302
Chandler
Colonial Coronita
19282
Phoenix-Mesa Gateway Airport
58630
25812
Queen Creek
54835
Sun Lakes
61993
14225
San Tan
City of Mesa, Town of Queen Creek, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

SIREN'S EYE

HOLIDAY FOOD

GET STARTED

LAUNCH: NOVEMBER 4, 2021

U.S. STORES

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HOLIDAY FOOD

Welcome to your Home Page! Food is divided into 3 main categories: **Standards, Food Cases** and **Chilled Cases.**

Explore **Standards** for operational reminders along with new sign and smallware information.

Click into **Food Case Overview** and **Chilled Case Overviews** to explore what the seasonal updates are.
Quick Links take you to specific food and chilled case examples. Packaged Food is displayed with the Chilled Cases.

STANDARDS ▶

QUICK LINKS ▶

FOOD CASE OVERVIEW ▶

QUICK LINKS ▶

CHILLED CASE OVERVIEW ▶

QUICK LINKS ▶

FOOD CASE STANDARDS

Use the display standards below as a guide to set your store's food case. Stores without Warming or Lunch items should expand bakery items toward the POS.
Adapt display as needed based on your store's assortment.

Warming Display

Breakfast Sandwiches

- Warm all Breakfast Sandwiches on display using the appropriate food display button.
- Sous Vide Egg Bites and Wraps should be heated using the product's actual setting instead of the breakfast display setting.
- Refer to your *Warming Display Standards Quick Reference Guide*.

Lunch Sandwiches

- Display sandwiches based on your store's assortment.
- ***Do not warm sandwiches on display except Grilled Cheese.*** Display sandwiches cannot be heated and served to customers.

Sandwich Display Instructions

1 Thaw sandwich.

2 Slice in half.

3 Stack halves on top of one another.

Stores Without Warming or Lunch

- Expand A.M. Bakery closest to POS.

All Stores

- Keep individually wrapped plastic items out of customer view.
- Ensure Thaw Rack Cover (SKU 11043917) is ordered and used if rack is within customer view.
- Replace all display sandwiches **daily.**
- Avocado spread should be discarded **weekly.**

Oatmeal Display

- Pour two packets of oatmeal into display bowl.
- Place oatmeal toppings in topping dishes.
- **DO NOT** display blueberries or agave.
- Cover or safely store oatmeal display **each night.** Replace oatmeal and toppings **weekly.**

Sold Out Display

- Flip food case pricer sign to display sold out message when a food item sells out.

Back of Food Pricer

FOOD CASE SIGNS

Allergen and For Display Only Stickers

› Ensure Allergen sticker and For Display Only sticker are adhered as shown. Reorder as needed.

FoodShare Food Case Sticker

› Display decal on Food Case in top corner closest to POS.

› Position so food items and signs are not blocked.

Donate, recycle or discard these old sign clips:

Wooden Food Case Sign Holders

Stab-in Food Case Sign Holders

Small Sign Clip (Opera Style)

Food Case Pricer

› Use with each food item.

Food Case Pricer Sign Clip

› Use to display Food Case Pricers

VIEW SIGN CLIP INSTRUCTIONS

"New" & "It's Back" Circular Signs

› Use when directed.

"Barista Pick" Circular Sign

› Use to feature your store's favorite food item.

› *Limit to 1–2 items.

3" Circular Sign Holder

› Use to to display Circular Signs.

SIGN CLIP INSTRUCTIONS

Signage clips are used to display Food Case Pricers in front of each corresponding food item.
Ensure you attach signage clips before merchandising with food.

BACK TO FOOD CASE SIGNS

Signage Clip

New food case pricers slide into the front channel of clip.

Back Channel

Front Channel

Attaching to tray

Note: the clips are meant to stay on the trays for washing.

While initial attachment requires some pressure, it is part of the clip design to remain in place all day and throughout the cleaning process.

- Place clip by snapping back channel of clip into front edge of the tray.
- The clip will initially feel tight due to the newness of the plastic. It will loosen overtime and be easier to attach or remove when needed.
- Ensure placement of sign clips line up in front of each food item.
- For clip removal reverse the above instructions.

Resting on case floor

Use the flat side to stand the clip in an upright position in front of the item/serveware.

Flat Side

SMALLWARES

Food Case Smallwares

Ensure all food is displayed on the smallwares below.

Two-Tier Display Stand
11051749

White Trays for Two-Tier Display Stand (Set of 2)
11051750*

Small Rectangular Plate (Set of 5)
11037830

Oatmeal Display Bowl (Set of 2)
11024033

Oatmeal Topping Dish (Set of 3)
11024034

Ramekin (Set of 2)
11037829

Cake Pop Holder
(6 Slots) 11023679
(3 Slots) 11011992

*Note: these trays are the same trays used in two-tier stand. This version of the item ships only the trays.

Chilled Case & Other Smallwares

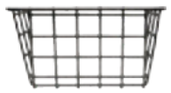
Protein Box Stands
11046651

Acrylic Cube
11005755

Food Case Hanging Basket Holder
11023682

Food Case Hanging Basket
11035721

Wire Basket (Set of 2)
11024039



Donate, recycle or discard these fixtures

10.5" Pedestal
11042219

8.5" Pedestal
11042218

6.5" Pedestal
11042217

Cooling Rack (Set of 2)
11024038

Sampling Paddle
11030574

Basket (Set of 2)
11024039

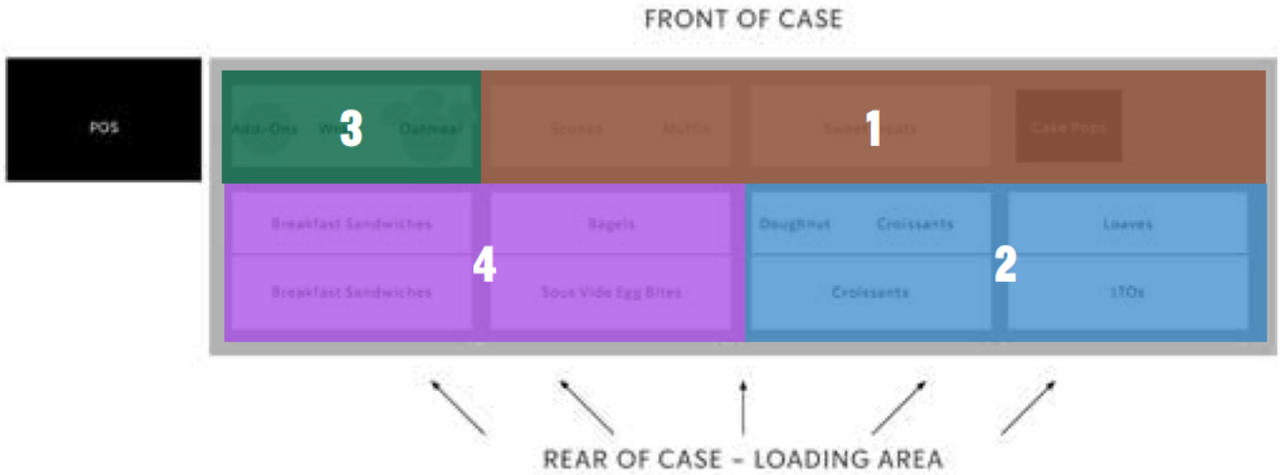
FOOD CASE LOADING

To increase efficiency and reduce time spent loading the Food Case, follow these loading guidelines. Diagrams portray the Food Case from the partner's point-of-view rather than the Food Case front view and also instruct the loading order of displaywares and food.

Loading Order

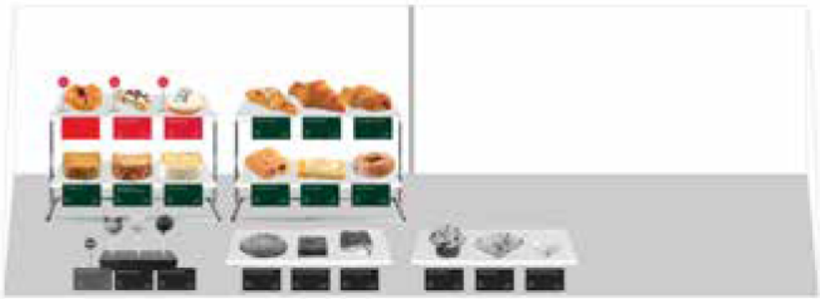
Use these diagrams as an example of how to load your food case smallwares, regardless of your store's food case.

Start by loading your non-Warming products closest to the front of the food case, while waiting for your Warming products to heat up.



1

2



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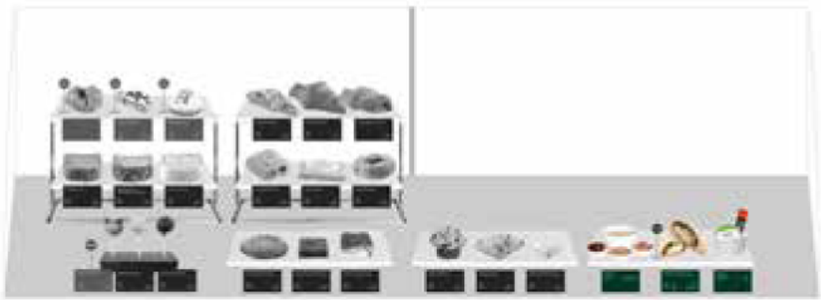

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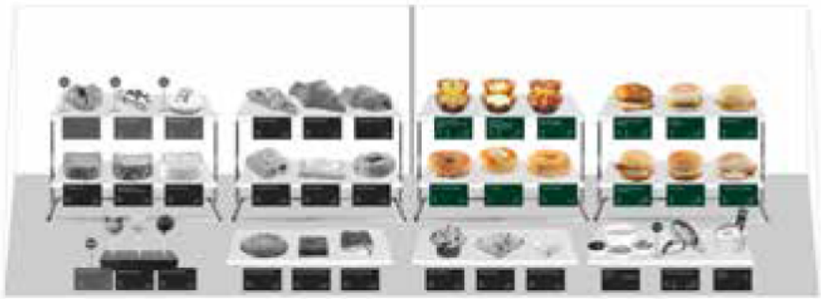


Food and Signage Guidelines

› Unwrap and place food and signage on displayware first, then carefully load displayware into the Food Case (instead of placing the displayware first then loading the food and signage separately.)

› Where signage is positioned in front of displayware, place signs first, then carefully load displayware with food into the Food Case.

CHILLED CASE STANDARDS AND SIGN PLACEMENT

Chilled Menu Signs

› Display signage next to RTD (ready-to-drink) or RTE (ready-to-eat) products.

Chilled Case Hanging Sign

› Place sign on shelf lip, in front of appropriate food items.

Protein Box Stands

› Use to keep Protein Boxes upright.

Acrylic Cube

› Place sign inside cube with product in front.

Hanging Basket Packaged Food Pricer

› Place sign over edge of appropriate basket.

FOOD CASE OVERVIEW

This Food Case Overview page provides you with a general merchandising theory for how to setup your food items.

All stores receive Core Bakery items and Seasonal Limited Time Offerings (LTOs).

Core Bakery Items include Croissants, Loaves, Muffins and Sweet Treats. Items are grouped together based on their category and customer need-state. Warming items are grouped together closest to the POS. Refer to the Display Standards for Warming Instructions.

Explore the links below to see specific food case examples.

◀ POS LEFT | POS RIGHT ▶

Regardless of food case, the same merchandising priorities apply:

SEASONAL LTOs
- Seasonal LTOs are displayed in a focal location, as the new item(s) for the promotion. Food case placement varies based on what the item is.

WARMING
- Warming items are grouped by breakfast and lunch items and displayed closest to the POS.

BAKERY
- Bakery items are grouped by category. Refer to pricers to see correct product adjacencies.

SWEET TREATS
- Sweet Treats are grouped together. Placement is oftentimes in the front of the food case for kid-friendly visibility.

CORE A & ZEPHYR FOOD CASE

The Food Case updates to feature new promotional items, along with new food case pricers and updated smallwares, to provide a linear and simplified merchandising display.

- Adjust presentation based on your store's assortment.
- Use Contingency Food Case Pricer with Seasonal Limited Time Offerings from the previous promotion until sold through.

POS LEFT | POS RIGHT

MINI A & MINI ZEPHYR FOOD CASE

The Food Case updates to feature new promotional items, along with new food case pricers and updated smallwares, to provide a linear and simplified merchandising display.

- Adjust presentation based on your store's assortment.
- Use Contingency Food Case Pricer with Seasonal Limited Time Offerings from the previous promotion until sold through.

POS LEFT | POS RIGHT

CORE B & HARMONY 39 FOOD CASE

The Food Case updates to feature new promotional items, along with new food case pricers and updated smallwares, to provide a linear and simplified merchandising display.

- Adjust presentation based on your store's assortment.
- Use Contingency Food Case Pricer with Seasonal Limited Time Offerings from the previous promotion until sold through.

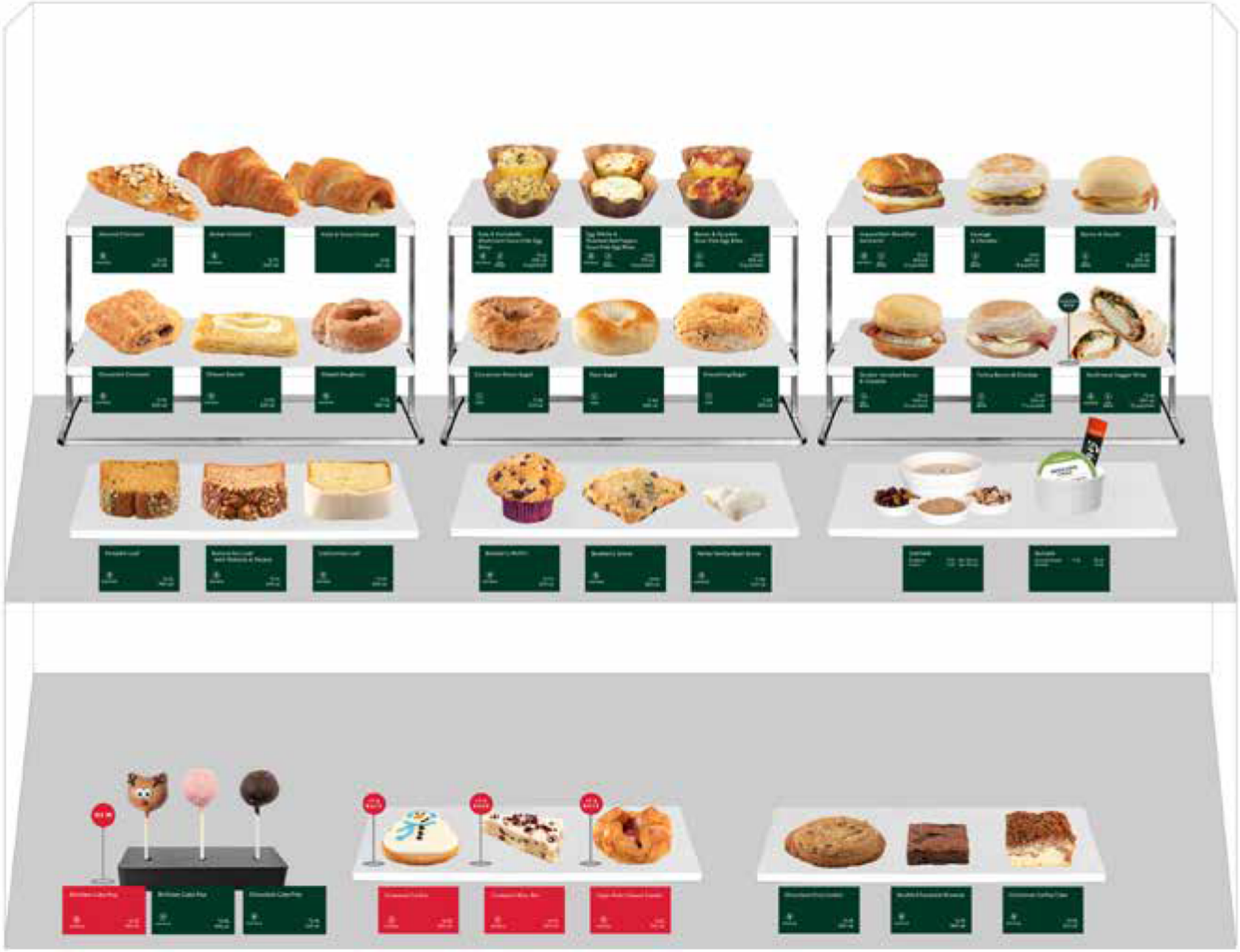
POS LEFT | POS RIGHT

HARMONY 51 & 63 FOOD CASE

The Food Case updates to feature new promotional items, along with new food case pricers and updated smallwares, to provide a linear and simplified merchandising display.

- Adjust presentation based on your store's assortment.
- Use Contingency Food Case Pricer with Seasonal Limited Time Offerings from the previous promotion until sold through.

POS LEFT | POS RIGHT



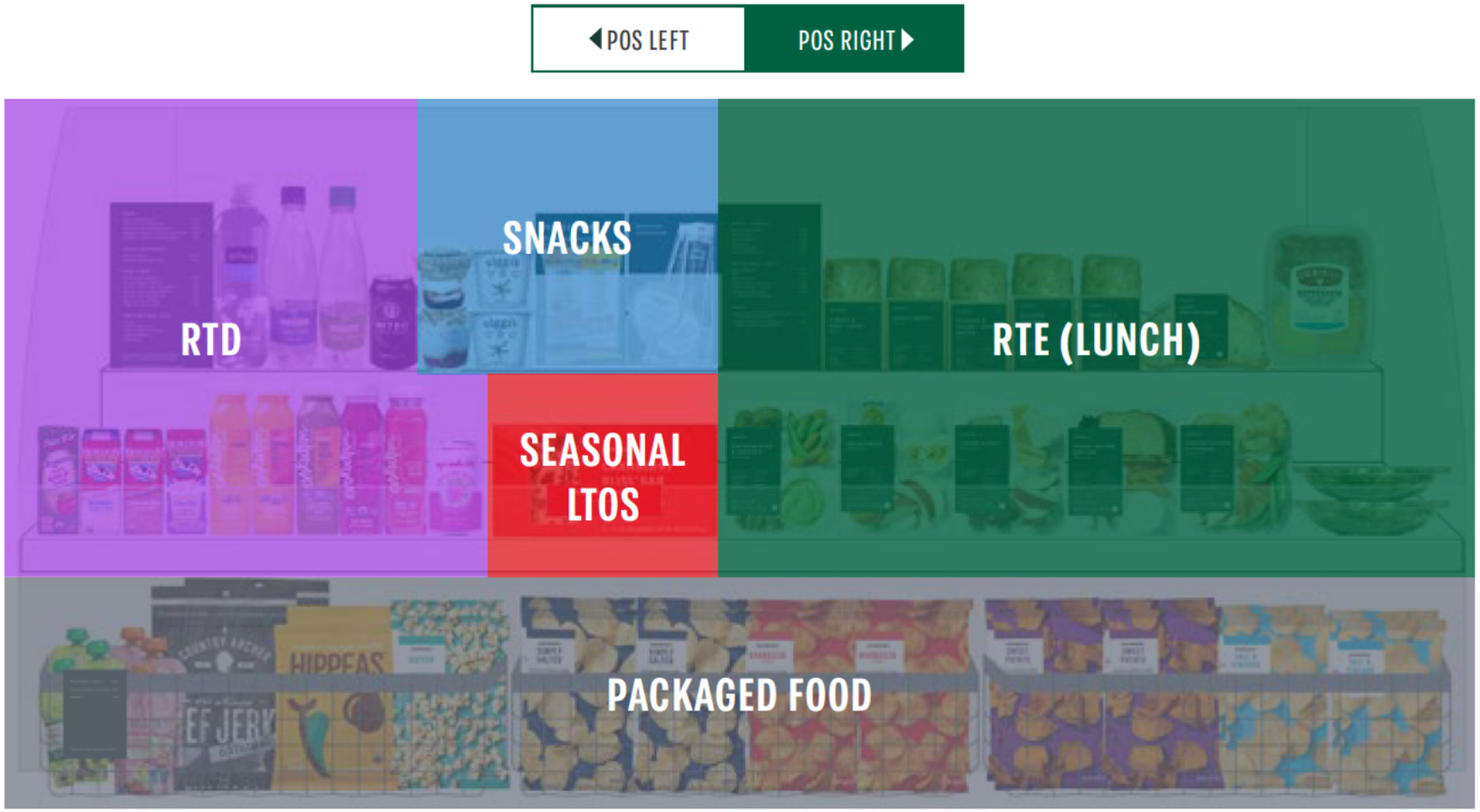
CHILLED CASE OVERVIEW

This is your Chilled Case Overview page. The following is the chilled case merchandising theory for RTD (Ready to Drink), RTE (Ready to Eat) and Packaged Food.

Stores receive a selection of RTD and RTE items. Depending on your store assortment, these groupings may condense or expand. Regardless of fixture layout, merchandise these groupings in priorities as shown. For RTE keep similar items grouped together based on category – for example, group snack items like yogurt, string cheese or bars together and lunch items like protein boxes and sandwiches together.

With the removal of the packaged food fixture, all store's should utilize their chilled case hanging baskets for Packaged Food, unless you have an alternative built in fixture. Group Packaged Food together based on category. See the Alternative Fixtures page for details.

Explore the links below to see specific case examples.



SEASONAL LTOs
- Seasonal LTOs are displayed in a focal location, as the new item(s) for the promotion. Chilled Case placement varies based on what the item is.

RTD
- RTD or ready-to-drink items are displayed together, grouped by similarity and with more kid friendly beverages like juice and milk near the front of the case.

SNACKS
- Chilled snacks are displayed together for on-the-go convenience at the front of the case.

RTE (LUNCH)
- RTE or ready-to-eat items are displayed together, grouped by similarity and displayed closest to the Point of Sale.

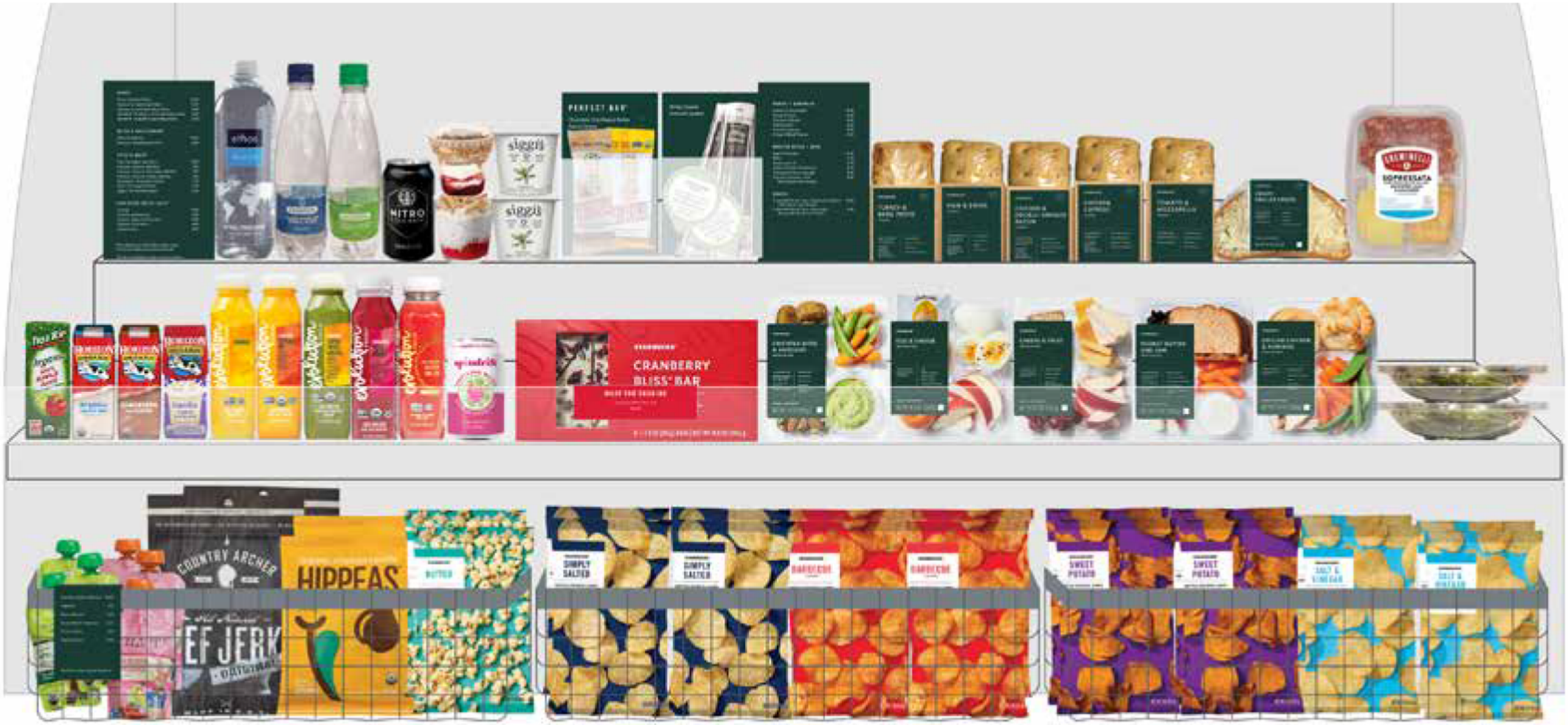
PACKAGED FOOD
- Packaged food is merchandised in Hanging Baskets, Chilled Wall Cubby or Perry Fixture depending on store assortment.

CORE A / MINI A

Individual store assortments may vary.

Adapt presentation as needed to display your store's full assortment.

◀ POS LEFT | POS RIGHT ▶

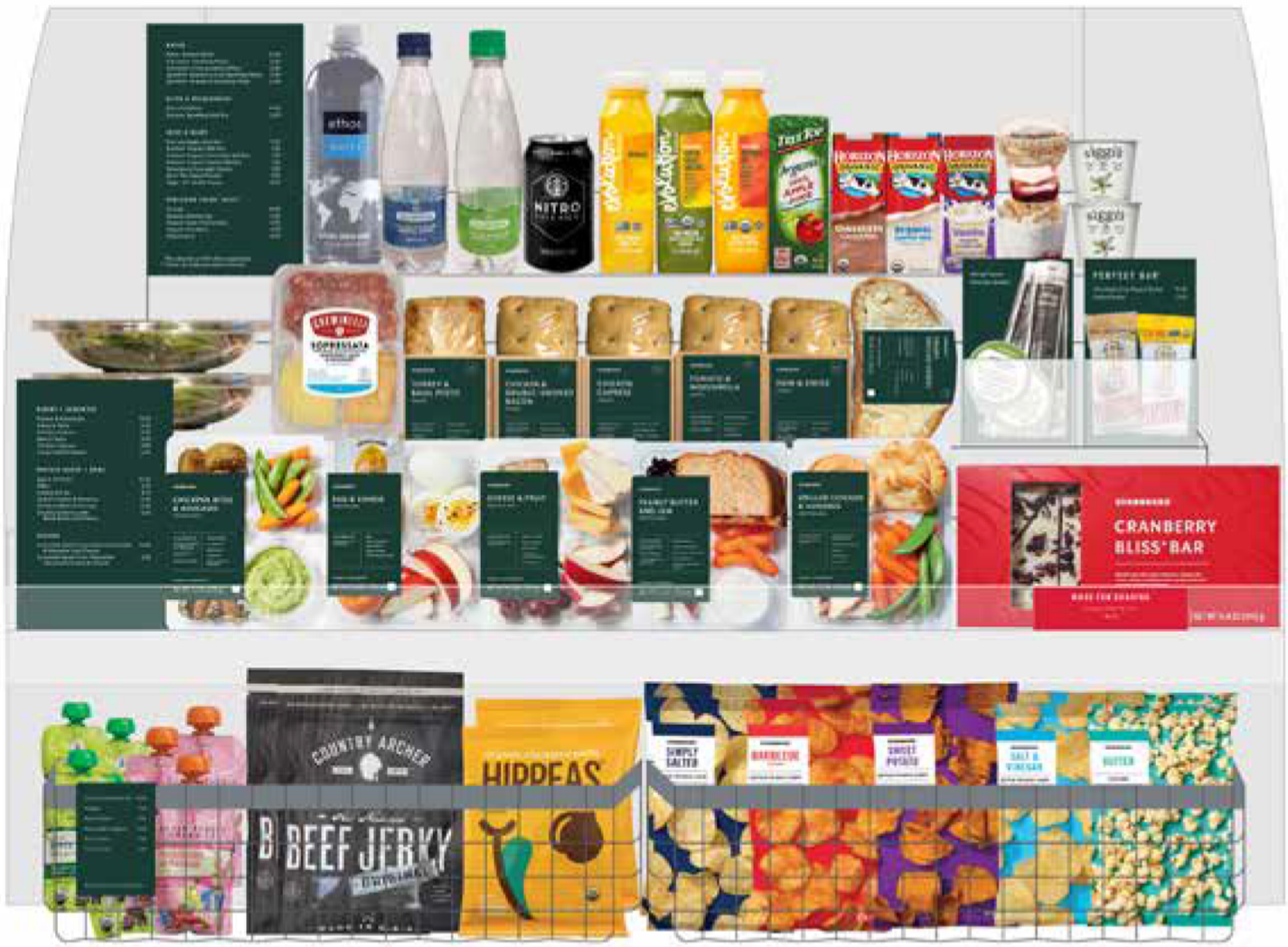


CORE B

Individual store assortments may vary.

Adapt presentation as needed to display your store's full assortment.

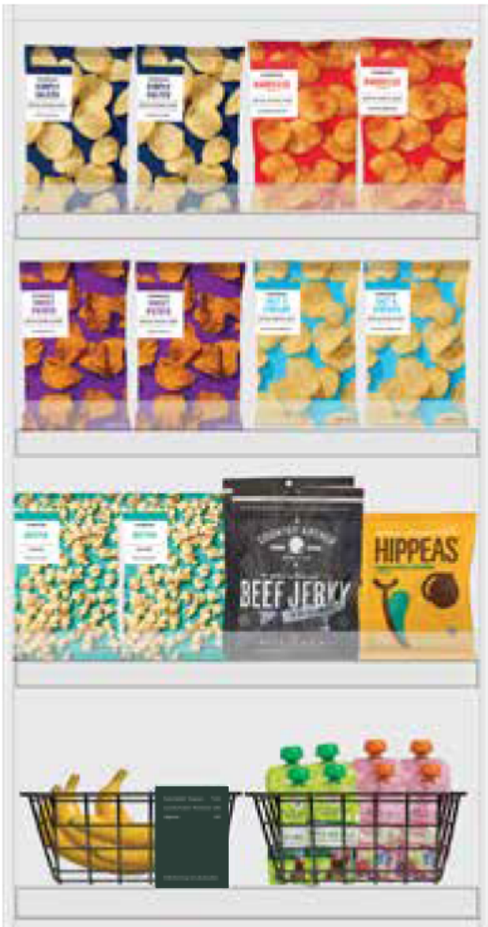
◀ POS LEFT | POS RIGHT ▶

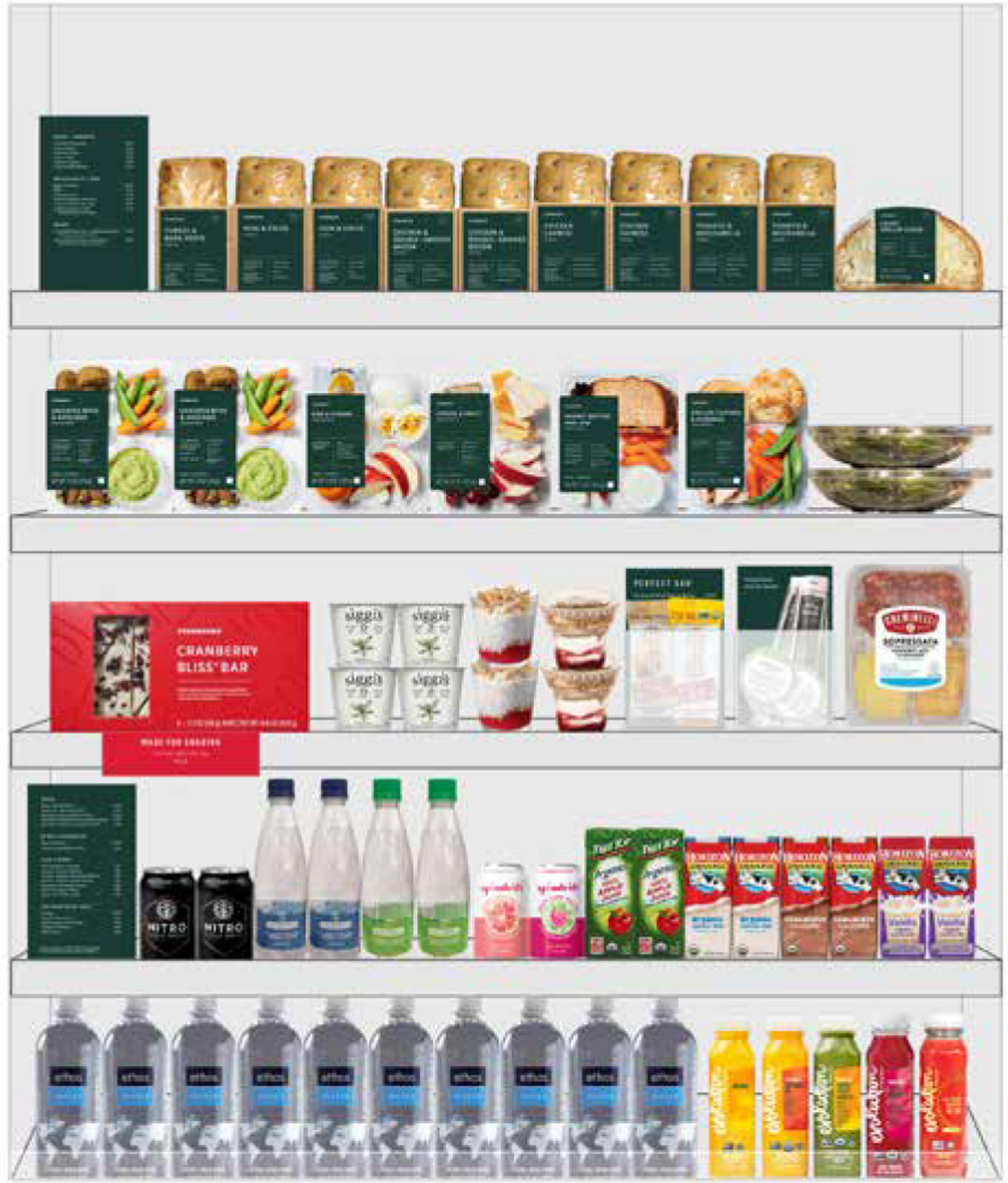


CHILLED WALL

Individual store assortments may vary.

Adapt presentation as needed to display your store's full assortment.

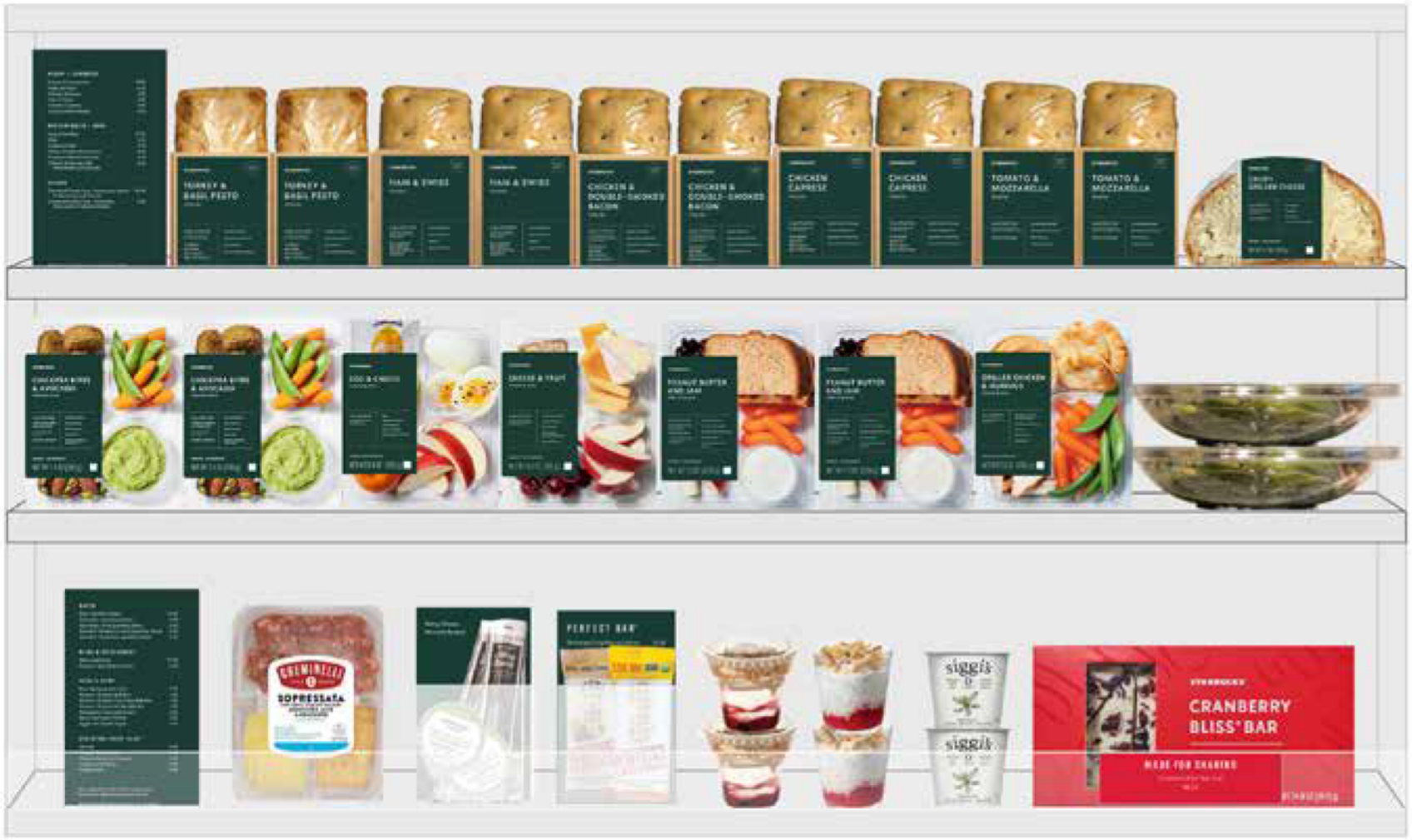




LOW CHILLED WALL

Individual store assortments may vary.

Adapt presentation as needed to display your store's full assortment.

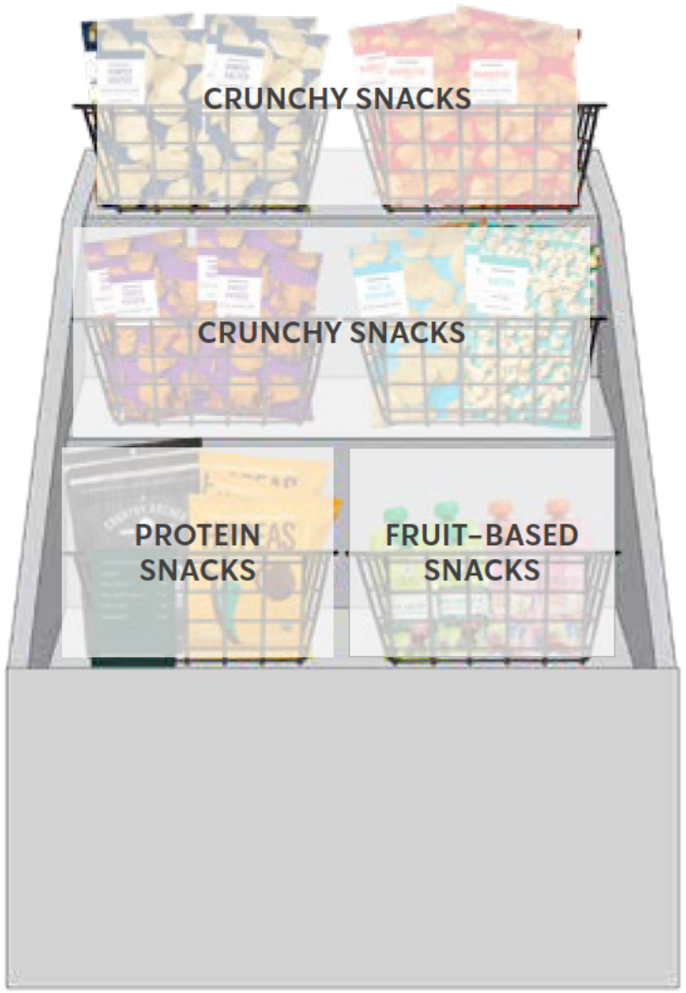


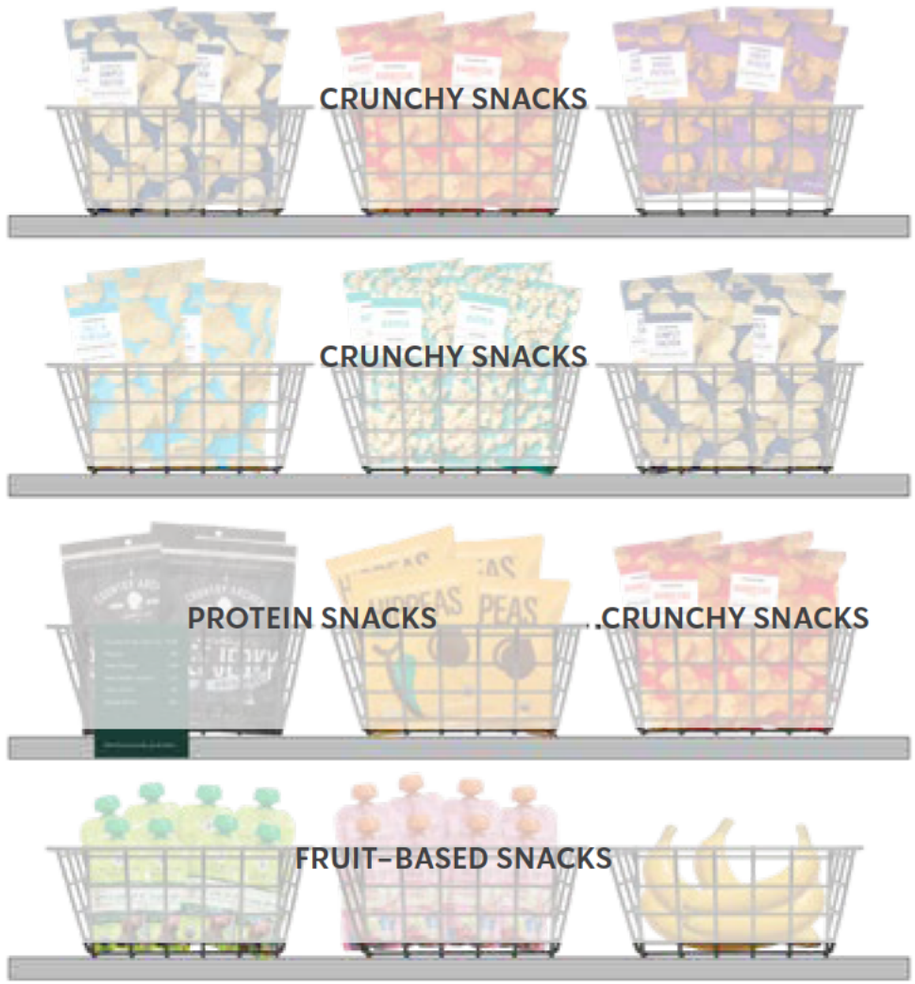
ALTERNATIVE FIXTURES

If your store has an alternative built in fixture display Packaged Food in those fixtures as shown below.

Packaged Food is grouped together based on category.

Adapt based on your store's assortment and inventory.





Crunchy Snacks

› Starbucks chips and popcorns grouped together.

Protein Snacks

› Jerky and chickpea snacks displayed together for customer looking for healthier, protein heavy snacks.

Fruit-Based Snacks

› Sweet snacks or Kid-Friendly fruit options grouped together near the bottom of the fixture.

Packaged Food Sell Down

› If your store has additional packaged food not shown, display sell down skus with like items.

Number of home-store partners in petitioned-for stores that were borrowed by 2 or more stores

Home Store	FY	Partners Borrowed to Multiple Stores in District 380
5610	2020	1
5610	2021	6
5610	2022	0

GLOBAL_U	MOST_RE	SEPARATI	POSN_TTI	HOME_STORE
US320944	20-Oct-21		barista	48576
US299996	15-Mar-21		barista	9588
US320432	26-Jul-21		barista	55374
US320307	9-Jul-21	15-Aug-21	barista	9588
US202919	21-Jul-14	2-May-21	shift superv	6756
US205011	17-Jun-19	16-Aug-21	barista	6756
US254360	24-Jul-18	25-Aug-21	shift superv	9413
US286305	13-Jan-20	28-Feb-21	barista	58302
US320627	30-Aug-21		barista	5377
US320854	28-Sep-21		barista	19282
US242631	4-Sep-17	21-Aug-21	barista	5966
US247615	16-Sep-19	15-Jan-21	barista	48576
US320708	20-Sep-21		barista	58302
US320228	28-Jun-21		barista	5377
US261168	10-Dec-18		barista	5610
US204699	10-Sep-14		shift superv	48576
US261740	26-Dec-18		barista	58302
US184207	28-Aug-12	12-Oct-21	barista	54835
US194596	24-Jul-15	4-Jun-21	shift superv	54835
US320092	10-May-21		barista	58630
US286494	13-Jan-20		shift superv	60027
US320573	1-Sep-21		barista	61993
US206081	21-Oct-14	9-Sep-21	barista	14378
US288166	2-Mar-20		barista	58630
US301301	7-Apr-21	6-Sep-21	barista	55374
US297211	5-Dec-20	27-Jun-21	barista	6756
US234588	27-Feb-17		store mana	61993
US321024	25-Oct-21	26-Nov-21	barista	48576
US272148	28-May-19		barista	11891
US320969	18-Oct-21		barista	19282
US320819	23-Sep-21		barista	25812
US234521	5-Feb-17	11-Sep-21	barista	11891
US224199	2-Dec-19	25-Jan-21	barista	58630
US291546	24-Aug-20		shift superv	5610
US263828	1-Mar-19	22-Sep-21	shift superv	19282
US279406	28-Aug-19	6-Mar-21	barista	19282
US292028	26-Aug-20		barista	9862
US290403	13-Jul-20		barista	58630
US283573	4-Nov-19		barista	6756
US320625	6-Sep-21		barista	9862
US320222	28-Jun-21	2-Aug-21	barista	5377
US302474	8-May-21		barista	14378
US320364	5-Jul-21		barista	9413
US206422	27-Oct-14	15-Mar-21	shift superv	25812
US289254	1-May-20		barista	14225
US320800	20-Sep-21		barista	5610
US321036	25-Oct-21		barista	60027
US320943	18-Oct-21	18-Oct-21	barista	5966
US290543	20-Jul-20	1-Jul-21	barista	58630
US320206	11-Jun-21	17-Aug-21	barista	6756

US320431	19-Jul-21		barista	9862
US301104	13-Apr-21	29-Jul-21	barista	5966
US238928	3-Jun-19	3-Feb-19	barista	5966
US293785	12-Oct-20	11-Oct-21	barista	5966
US294527	11-Oct-20	15-Nov-20	barista	58630
US321012	23-Oct-21	25-Oct-21	barista	9413
US223207	16-Jan-21	7-Apr-21	barista	5610
US296063	5-Nov-20		shift superv	19282
US286702	27-Jan-20	25-Jan-21	barista	11891
US300126	8-Mar-21		shift superv	60027
US145805	23-Jan-12	26-Apr-11	shift superv	25812
US299160	8-Feb-21		barista	58302
US299505	26-Feb-21	16-Aug-21	barista	11891
US299196	15-Feb-21	3-Sep-21	barista	14378
US278388	19-Aug-19		barista	14225
US239903	7-Aug-17		shift superv	11891
US320204	21-Jun-21	30-Aug-21	barista	14225
US259892	5-Nov-18		barista	54835
US320292	24-Jun-21		barista	58630
US239548	3-Jul-17	5-Apr-21	barista	48576
US276687	5-Aug-19		barista	14225
US320785	20-Sep-21		barista	58302
US271375	21-May-19		barista	5966
US260025	9-Nov-18		barista	55374
US159346	21-May-08		barista	14225
US299218	9-Feb-21		barista	6756
US225696	6-Jun-16		store mana	9588
US321112	12-Nov-21		barista	9862
US320990	19-Oct-21		barista	25812
US301987	19-Apr-21	28-Sep-21	barista	48576
US320679	30-Aug-21		barista	48576
US286786	15-Jan-20		barista	19282
US297045	30-Nov-20	21-Dec-20	barista	11891
US320422	9-Aug-21		barista	55374
US320534	9-Aug-21		barista	14225
US321141	15-Nov-21	17-Nov-21	barista	9588
US227441	25-Jul-16	2-Aug-21	barista	5377
US288416	9-Mar-20		barista	58630
US296890	3-Sep-21	26-Nov-21	barista	54835
US320881	4-Oct-21		barista	25812
US256604	1-Oct-18		store mana	9862
US299124	3-Feb-21		barista	48576
US279415	28-Aug-19	28-Sep-21	barista	48576
US260462	19-Nov-18	15-Aug-21	barista	9588
US277084	25-Jul-19	7-Nov-21	shift superv	19282
US320799	19-Sep-21		barista	54835
US299626	9-Mar-21		barista	55374
US282486	17-Oct-19		shift superv	9862
US231076	29-Oct-16		barista	25812
US299171	5-Feb-21		barista	60027
US295285	24-Oct-20		barista	58302

US300707	2-Apr-21		barista	6756
US262760	24-Jan-19		shift super	14378
US293834	29-Sep-20	6-May-21	barista	5610
US112443	10-Mar-03		barista	55374
US282079	14-Oct-19		barista	9588
US287258	3-Feb-20	12-Aug-21	barista	48576
US290349	6-Jul-20		barista	5377
US320105	23-May-21	8-Sep-21	barista	9413
US180606	21-Aug-17	10-Sep-13	barista	9862
US321039	1-Nov-21		barista	14225
US321144	15-Nov-21		barista	9862
US320964	14-Oct-21		barista	58630
US241189	16-Aug-17		shift super	58630
US321097	2-Nov-21		barista	9588
US189355	22-Apr-13		barista	9588
US320101	17-May-21		barista	19282
US136730	9-Jun-06		barista	14225
US280309	16-Sep-19	20-Apr-21	barista	11891
US292997	15-Sep-20	17-Jul-21	barista	9862
US143766	20-Feb-20	5-Mar-07	barista	9862
US293213	22-Sep-20	7-Apr-21	barista	25812
US300978	5-Apr-21	9-May-21	barista	54835
US223398	25-Apr-16		shift super	19282
US320960	1-Nov-21		barista	48576
US299184	12-Feb-21	1-May-21	barista	6756
US243763	28-Sep-17		shift super	14225
US273928	21-Jun-19		barista	60027
US320802	20-Sep-21	4-Oct-21	barista	25812
US298075	13-Jan-21		barista	5966
US278606	20-Aug-19	14-Feb-21	barista	9588
US293162	21-Sep-20		barista	55374
US277161	28-Jul-19		shift super	54835
US320356	8-Jul-21		barista	9588
US320692	1-Sep-21		barista	61993
US213089	19-Jun-15	5-Mar-21	barista	19282
US299277	8-Feb-21		barista	55374
US265052	14-Mar-19	26-Jul-21	barista	14225
US186958	15-May-19	1-Dec-18	barista	5377
US249204	19-Mar-18		shift super	25812
US241753	19-Oct-20	15-Jun-20	shift super	25812
US181719	23-Apr-12		barista	9413
US295261	30-Oct-20		barista	58302
US295431	27-Oct-20	25-Apr-21	barista	14378
US287158	17-Feb-20		shift super	25812
US291335	19-Aug-20		barista	14378
US292955	14-Sep-20		barista	11891
US230813	21-Oct-16		shift super	9862
US320741	9-Sep-21		barista	9413
US255309	13-Aug-18		barista	14225
US236812	17-Apr-17		shift super	5610
US300212	11-Mar-21	17-May-21	barista	60027

US230893	14-Oct-16	26-May-21	shift superv	14225
US320382	9-Jul-21		barista	61993
US239287	20-Jun-17		barista	11891
US289452	11-May-20	1-Mar-21	barista	6756
US250342	19-Apr-18		shift superv	11891
US320734	8-Sep-21		barista	54835
US261427	17-Dec-18	20-Oct-21	barista	14225
US279510	30-Aug-19	18-Apr-21	barista	6756
US292992	21-Sep-20	2-Dec-20	barista	14225
US320096	23-May-21	4-Jul-21	barista	54835
US216931	28-Sep-15		shift superv	58302
US294313	7-Oct-20	10-Mar-21	barista	14225
US320854	27-Sep-21		barista	19282
US192366	10-Sep-21	4-Apr-16	barista	6756
US297216	4-Dec-20		shift superv	6756
US260731	29-Nov-18	31-May-21	barista	55374
US293078	16-Sep-20	13-Sep-21	barista	25812
US192610	22-Jul-13		barista	11891
US174980	24-Feb-20	31-Oct-21	barista	25812
US197873	12-Apr-17	5-Apr-21	shift superv	55374
US250095	9-Dec-19	22-Apr-19	barista	14225
US197611	24-Feb-14	18-Jan-21	barista	14225
US174323	9-Oct-17	10-Jul-16	barista	58302
US252876	19-Jun-18		shift superv	6756
US280951	1-Oct-19		barista	14378
US274436	1-Jul-19		barista	9413
US250835	1-May-18	4-Mar-21	shift superv	9588
US257996	8-Oct-18		shift superv	5966
US320090	24-May-21		shift superv	19282
US298859	1-Feb-21		barista	58302
US299710	1-Mar-21	10-Apr-21	barista	14378
US292438	25-Sep-20	15-Nov-20	barista	25812
US292683	7-Sep-20	24-Dec-20	barista	48576
US320284	23-Jun-21	16-Aug-21	barista	54835
US320484	9-Aug-21		barista	58302
US208995	19-Feb-15	22-Nov-20	shift superv	19282
US320420	16-Jul-21		barista	9588
US321026	26-Oct-21	22-Nov-21	barista	5377
US321109	8-Nov-21		barista	48576
US281059	30-Sep-19	21-Nov-21	shift superv	5610
US320577	10-Sep-21		barista	61993
US236954	19-Apr-17		barista	48576
US299351	15-Feb-21		barista	14225
US184264	30-Dec-19	9-Oct-19	shift superv	14378
US320695	6-Sep-21		barista	60027
US263156	11-Feb-19		barista	5966
US296013	2-Nov-20		barista	55374
US320942	18-Oct-21	22-Nov-21	barista	5966
US261165	6-Sep-21	14-Apr-21	barista	5966
US321159	22-Nov-21		barista	5966
US283330	11-Nov-19	20-Dec-20	barista	9413

US237012	18-Apr-17		shift super	5966
US320812	27-Sep-21	1-Oct-21	barista	9413
US253728	11-Jul-18		shift super	58302
US283622	4-Nov-19		shift super	25812
US299912	4-Mar-21	6-Jul-21	barista	60027
US320422	30-Jul-21	30-Jul-21	barista	14225
US320763	17-Sep-21		barista	55374
US298774	25-Jan-21	6-Sep-21	barista	11891
US320986	1-Nov-21		barista	5966
US292907	28-Sep-20	1-Aug-21	barista	9588
US126326	10-Sep-19	17-Jun-05	barista	14225
US263923	25-Feb-19		barista	14225
US241498	15-Sep-17		barista	5610
US289153	28-Apr-20	3-Oct-21	barista	25812
US204551	9-Sep-14		shift super	9413
US320266	1-Jul-21		barista	9862
US300030	5-Mar-21		barista	25812
US283670	6-Nov-19	19-Jun-21	barista	14378
US300560	22-Mar-21	2-Apr-21	barista	54835
US267257	20-May-19		shift super	6756
US221544	8-Feb-16		barista	9413
US289134	27-Apr-20		shift super	25812
US268535	25-Apr-19	11-Sep-21	barista	5377
US320882	11-Oct-21		barista	9862
US237060	24-Apr-17		barista	14225
US218124	23-Jul-21	10-Apr-17	barista	5610
US297352	28-Dec-20	31-Oct-21	barista	19282
US227215	18-Jul-16		barista	19282
US260335	16-Nov-18		shift super	61993
US250642	7-May-18	3-Jan-21	barista	55374
US128855	26-Apr-21	11-Jul-21	barista	5610
US320146	2-Jun-21		barista	58630
US254183	20-Jul-18		shift super	6756
US299409	22-Feb-21	23-Aug-21	barista	5377
US229417	12-Sep-16		shift super	58630
US253718	11-Jul-18		barista	55374
US289160	27-Apr-20		barista	55374
US295263	2-Nov-20	22-Mar-21	barista	5377
US300151	9-Mar-21	23-Aug-21	barista	60027
US320447	20-Jul-21	26-Sep-21	barista	19282
US243619	21-Aug-19	12-Mar-21	barista	14378
US320788	21-Sep-21		barista	11891
US294398	9-Oct-20		barista	19282
US290902	29-Jul-20		barista	14225
US293458	28-Sep-20	28-Mar-21	barista	6756
US320681	30-Aug-21		barista	19282
US289488	11-May-20	15-Dec-20	barista	54835
US259299	29-Oct-18		barista	14225
US217751	22-Oct-21	14-Oct-19	barista	5377
US300617	2-Apr-21		barista	14378
US247070	8-Jan-18		barista	60027

US301962	18-Apr-21		barista	58302
US320884	4-Oct-21		barista	14378
US159578	2-Sep-17	28-Oct-13	barista	14225
US321206	24-Nov-21		barista	19282
US320694	6-Sep-21		barista	25812
US121189	16-Aug-18	2-Sep-08	barista	54835
US195436	5-Jan-15	9-Aug-21	barista	25812
US298993	1-Feb-21		barista	5610
US295981	2-Nov-20	7-May-21	barista	58630
US291006	17-Aug-20	25-Nov-20	barista	5966
US256663	13-Sep-18	31-Oct-21	barista	58302
US321037	5-Nov-21		barista	11891
US321110	6-Nov-21		barista	25812
US277371	30-Jul-19	23-Aug-21	barista	19282
US300104	8-Mar-21	26-Mar-21	barista	25812
US320854	27-Sep-21		barista	19282
US321210	23-Nov-21		barista	14378
US320091	24-May-21		barista	9862
US288601	9-Mar-20	7-Dec-20	barista	55374
US320443	19-Jul-21	10-Sep-21	barista	25812
US271493	20-May-19	26-Aug-21	shift super	25812
US287271	3-Feb-20	17-May-21	barista	5377
US262981	18-Feb-19		barista	19282
US274356	4-Oct-21	13-Jun-21	barista	54835
US264076	28-Feb-19		barista	9588
US145480	19-Mar-07		barista	9588
US289874	27-May-20	2-Aug-21	barista	58630
US320679	30-Aug-21		barista	58630
US320112	23-May-21	20-Jun-21	barista	14378
US320931	8-Oct-21		barista	25812
US320616	18-Aug-21		barista	60027
US280960	23-Sep-19	7-May-21	barista	58630
US291449	19-Aug-20	29-Mar-21	barista	11891
US299200	22-Feb-99		barista	11891
US273750	21-Jun-19	27-Sep-21	barista	25812
US320063	16-May-21	28-Jun-21	barista	9413
US279398	30-Aug-19	11-Jul-21	barista	58302
US320830	4-Oct-21		barista	5966
US180986	6-Mar-12		shift super	14225
US216778	2-Nov-21	16-Apr-21	barista	9588
US289671	26-May-20		barista	9413
US286414	13-Jan-20		shift super	55374
US320820	8-Oct-21	17-Oct-21	barista	11891
US243435	2-Oct-17		barista	6756
US320795	21-Sep-21	14-Nov-21	barista	19282
US262735	11-Feb-19		barista	54835
US320285	23-Jun-21		barista	54835
US288504	12-Mar-20	31-Oct-21	barista	14225
US320254	21-Jun-21		barista	9588
US242633	4-Sep-17		shift super	9413
US278889	29-Jun-21	28-May-20	barista	14378

US287976	30-Mar-20		shift super	14378
US290560	20-Jul-20	15-Feb-21	barista	9862
US172140	7-Sep-10	15-Jul-21	barista	14225
US291568	17-Aug-20	5-Apr-21	barista	55374
US289673	22-May-20	13-Jun-21	barista	14378
US196895	20-Jan-14		shift super	54835
US241695	21-Aug-17		barista	54835
US320167	5-Jun-21	13-Oct-21	barista	54835
US285727	20-Dec-19	2-Aug-21	barista	58630
US283322	4-Nov-19	10-Apr-21	barista	19282
US320487	9-Aug-21		barista	58302
US262275	19-Aug-19	1-Jan-21	barista	5610
US320956	16-Oct-21		barista	5377
US284788	2-Dec-19	26-Apr-21	shift super	5377
US257787	1-Oct-18		shift super	61993
US320904	18-Oct-21		barista	58302
US253457	16-Jul-18		barista	5377
US321173	17-Nov-21		barista	48576
US320038	12-May-21	18-Jun-21	barista	9588
US320257	17-Jun-21		barista	48576
US239736	10-Jul-17		shift super	5966
US292251	1-Sep-20		barista	5610
US300660	2-Apr-21		barista	14378
US320520	1-Aug-21		barista	25812
US320897	4-Oct-21		barista	54835
US293989	1-Oct-20		barista	58630
US290801	28-Jul-20	12-Dec-20	barista	54835
US320487	26-Jul-21		barista	48576
US287617	13-Feb-20		barista	5377
US214478	28-Jul-15		barista	58630
US281920	8-Oct-19	15-Jun-21	shift super	5966
US280043	23-Sep-19		barista	14225
US320440	21-Jul-21	15-Aug-21	barista	9588
US296011	3-Nov-20		barista	19282
US302317	27-Apr-21	2-Aug-21	barista	58630
US229954	26-Sep-16	1-Aug-21	barista	48576
US254933	6-Aug-18	22-Apr-21	barista	25812
US289152	27-Apr-20	6-Sep-21	barista	25812
US178565	20-Mar-17	21-Nov-21	shift super	25812
US320517	2-Aug-21		barista	61993
US281738	21-Oct-19		barista	11891
US320690	31-Aug-21		barista	58630
US270799	17-Jun-19		shift super	54835
US291264	10-Aug-20		barista	25812
US216403	14-Sep-15		barista	11891
US241693	21-Aug-17		shift super	9413
US300583	22-Mar-21	2-Apr-21	barista	54835
US320084	24-May-21	15-Aug-21	barista	9588
US249632	29-Mar-18	2-Aug-21	assistant s	19282
US320768	24-Sep-21		barista	55374
US320834	23-Sep-21		barista	25812

US179915	5-Dec-11	21-Mar-21	barista	14378
US235206	2-Oct-20	26-Apr-21	barista	9413
US320934	12-Oct-21	14-Oct-21	barista	48576
US320696	1-Sep-21		barista	58630
US320925	8-Oct-21		barista	58630
US320643	27-Aug-21		barista	61993
US135351	29-Apr-06		assistant s	19282
US297988	29-Dec-20		barista	58630
US266408	8-Apr-19		barista	5610
US297141	1-Dec-20		barista	19282
US243673	24-Sep-17		barista	5377
US294043	19-Oct-20	25-Feb-21	barista	5966
US201184	21-May-14		barista	54835
US293882	5-Oct-20	20-Mar-21	barista	55374
US283549	4-Nov-19		barista	58302
US320031	11-May-21		barista	11891
US320429	30-Jul-21		barista	14225
US289161	27-Apr-20		barista	25812
US278482	16-Aug-19		barista	48576
US320884	4-Oct-21		barista	14378
US320523	2-Aug-21		barista	61993
US295399	26-Oct-20		barista	25812
US289310	5-May-20	6-Jul-21	barista	14378
US320483	12-Aug-21		barista	9862
US297539	15-Dec-20		barista	19282
US320824	28-Sep-21		barista	9413
US295497	26-Oct-20		barista	5610
US224693	12-Oct-20	4-Jan-21	barista	5610
US320846	3-Oct-21		barista	9413
US320087	20-May-21	31-Jul-21	barista	54835
US320560	13-Aug-21		barista	48576
US195181	21-Oct-13		barista	58302
US296297	12-Nov-20	7-Nov-21	barista	58302
US320994	18-Oct-21		barista	9588
US262351	21-Jan-19	5-Apr-21	barista	9413
US296883	30-Nov-20		barista	5966
US320388	9-Jul-21		barista	55374
US291579	17-Aug-20	1-Aug-21	barista	25812
US321141	15-Nov-21		barista	19282
US302381	28-Apr-21		barista	58630
US265892	1-Apr-19		shift superv	11891
US278774	19-Aug-19		barista	55374
US262317	28-Jan-19		store mana	5377
US291423	31-Aug-20		barista	58630
US320382	12-Jul-21	27-Sep-21	barista	14378
US252635	22-Jul-21	3-Aug-20	shift superv	58630
US131770	22-Nov-05		store mana	58302
US286655	17-Jan-20	30-Apr-21	barista	58630
US259146	29-Oct-18		shift superv	48576
US288710	17-Mar-20	12-Sep-21	barista	19282
US320448	20-Jul-21		barista	6756

US161371	22-Aug-16	16-Mar-10	store mana	25812
US288325	23-Mar-20	1-Mar-21	shift superv	9413
US285908	13-Jan-20	5-Apr-21	barista	9588
US320990	18-Oct-21		barista	58630
US250991	9-May-18	10-Oct-21	shift superv	25812
US133093	9-Nov-10	22-Dec-09	barista	58302
US301565	12-Apr-21		barista	19282
US321043	8-Nov-21		barista	14225
US166968	15-Sep-20	4-Jan-21	barista	14225
US320851	11-Oct-21	25-Oct-21	barista	9862
US320084	24-May-21	25-Jul-21	barista	9588
US230881	20-Dec-19	6-Aug-18	shift superv	48576
US292608	16-Sep-20	25-Nov-21	barista	54835
US275783	15-Jul-19		shift superv	5966
US143450	28-Aug-12	17-May-08	store mana	5966
US273229	17-Jun-19	31-Jan-21	barista	58302
US243122	15-Sep-17		store mana	6756
US320431	19-Jul-21		barista	14225
US320532	6-Aug-21		barista	61993
US253286	5-Jul-18	17-Oct-21	shift superv	48576
US320163	4-Jun-21		barista	6756
US295921	2-Nov-20	24-Nov-20	barista	5610
US295600	27-Oct-20	26-Sep-21	barista	60027
US320139	2-Nov-21		barista	19282
US281474	21-Oct-19		shift superv	61993
US294864	7-Sep-04	8-Oct-02	barista	11891
US300143	9-Mar-21		barista	60027
US298971	27-Jan-21	7-Mar-21	barista	54835
US238734	4-Jun-17		barista	14225
US320326	29-Jun-21		barista	58630
US320524	2-Aug-21		barista	61993
US274035	20-Jun-19		barista	11891
US297260	4-Dec-20	8-Mar-21	barista	48576
US294531	19-Oct-20	2-Mar-21	barista	55374
US320522	2-Aug-21	29-Aug-21	barista	60027
US291831	31-Aug-20		barista	58302
US253481	16-Jul-18		shift superv	5377
US285669	18-Dec-19		barista	5377
US257112	17-Sep-18	24-May-21	barista	55374
US248448	21-Feb-18		barista	5377
US228678	29-Aug-16	10-Dec-20	shift superv	6756
US320825	24-Sep-21		barista	14378
US299386	12-Feb-21	12-Feb-21	barista	6756
US124676	1-Jun-12	10-Jan-12	shift superv	48576
US320602	20-Aug-21		barista	61993
US301906	19-Apr-21	14-Jun-21	barista	48576
US287279	3-Feb-20		barista	9588
US302113	23-Apr-21		barista	60027
US107190	8-Feb-02		shift superv	14225
US320782	4-Oct-21		barista	58302
US294261	5-Oct-20	6-May-21	barista	9862

US273846	7-Oct-21	2-Oct-20	barista	19282
US292896	28-Sep-20	27-Dec-20	barista	58302
US288667	23-Mar-20		barista	11891
US320930	8-Oct-21		barista	25812
US321063	29-Oct-21		barista	58630
US288733	21-Mar-20	16-May-21	barista	14378
US297704	18-Dec-20	14-Apr-21	barista	48576
US223748	18-Apr-16		assistant s	60027
US287317	4-Feb-20		barista	5610
US263557	18-Feb-19		shift superv	5610
US302681	3-May-21		barista	55374
US295242	2-Nov-20	16-Nov-20	barista	5377
US203902	19-Aug-14	6-Oct-21	shift superv	5377
US234200	23-Jan-17		barista	61993
US293713	26-Sep-20		barista	58302
US184528	2-Mar-16	26-Apr-15	barista	6756
US289075	27-Apr-20		barista	61993
US300748	29-Mar-21		barista	54835
US288168	2-Mar-20		barista	58630
US320560	13-Aug-21	18-Nov-21	barista	48576
US320571	13-Aug-21	13-Sep-21	barista	61993
US320793	17-Sep-21		barista	6756
US275951	22-Jul-19	1-Mar-21	barista	11891
US288487	9-Mar-20		barista	5377
US320286	23-Jun-21		barista	54835
US191423	14-Jun-18	7-Aug-17	barista	14225
US204784	26-Oct-20	31-Oct-21	barista	14225
US162910	6-Oct-08		store mana	5610
US320233	28-Jun-21		barista	5377
US288311	8-Mar-20	17-May-21	barista	5377
US320191	9-Jun-21	17-Aug-21	barista	5966
US290781	3-Aug-20	14-Feb-21	barista	6756
US296518	20-Nov-20	5-Dec-20	barista	14378
US288642	13-Mar-20	27-Sep-21	barista	25812
US302752	21-May-21		barista	61993
US293939	6-Oct-20		barista	14378
US321104	3-Nov-21	9-Nov-21	barista	25812
US260735	29-Nov-18	22-Mar-21	shift superv	11891
US320867	30-Sep-21		barista	14225
US320806	21-Sep-21		barista	11891
US271353	27-May-19		barista	5966
US286654	27-Jan-20	30-May-21	barista	58302
US320944	11-Oct-21		barista	60027
US320666	27-Aug-21		barista	60027
US125537	15-Mar-05		shift superv	9413
US320449	22-Jul-21		barista	61993
US160090	7-Jul-08		store mana	58630
US284638	25-Nov-19		barista	58630
US287506	20-Aug-21	31-Oct-21	barista	6756
US238787	5-Jun-17		barista	9862
US289029	16-Apr-20	13-Sep-21	barista	5377

US293204	22-Sep-20		barista	19282
US286970	25-Jan-20		barista	58630
US320163	15-Jun-21		barista	58302
US254662	6-Aug-18		shift superv	54835
US300644	23-Mar-21		barista	60027
US223705	18-Apr-16		barista	5377
US320592	13-Aug-21	26-Sep-21	barista	19282
US258567	13-Oct-18		barista	58302
US320986	25-Oct-21	22-Nov-21	barista	5966
US289460	11-May-20	6-Dec-20	barista	58302
US250370	23-Apr-18		shift superv	58302
US276620	22-Jul-19		barista	58302
US282674	21-Oct-19	12-Jun-21	barista	19282
US234414	19-Sep-19	15-Nov-21	barista	48576
US320928	11-Oct-21		barista	9862
US298597	19-Jan-21	20-Feb-21	barista	6756
US321003	20-Oct-21		barista	5377
US320141	4-Jun-21		barista	58302
US320604	23-Aug-21		barista	9862
US234159	23-Jan-17	10-May-21	barista	9862
US273891	18-Jan-21	16-Aug-19	shift superv	55374
US320752	11-Sep-21		barista	25812
US240359	17-Jul-17		barista	9588
US320371	7-Jul-21		barista	55374
US187648	23-Feb-18	2-Nov-15	barista	14225
US208643	23-Feb-15		store mana	54835
US266361	5-Apr-19		barista	58302
US146260	16-Apr-07		barista	14378
US206948	10-Nov-14		shift superv	5377
US270817	16-May-19		barista	58302
US298590	19-Jan-21	24-Jan-21	barista	6756
US320258	17-Jun-21		barista	48576
US233666	5-Jan-17		shift superv	5377
US290783	3-Aug-20	28-Feb-21	barista	55374
US293358	21-Sep-20		barista	5610
US260606	23-Nov-18		barista	9588
US259892	5-Nov-18	29-Jun-21	barista	54835
US294424	9-Oct-20		barista	11891
US287708	17-Feb-20		shift superv	55374
US320985	25-Oct-21		barista	5966
US272984	10-Jun-19		shift superv	48576
US299742	24-Feb-21		barista	60027
US206426	28-Oct-14		barista	48576
US320990	18-Oct-21		barista	58630
US320155	7-Jun-21	28-Sep-21	barista	48576
US281063	24-Sep-19		shift superv	9588
US101511	8-Jan-01		barista	55374
US292049	8-Sep-20	7-Nov-21	barista	58302
US240820	13-Dec-19	18-Oct-21	shift superv	61993
US320795	21-Sep-21		barista	19282
US294767	14-Oct-20		barista	19282

US299691	22-Feb-21		barista	9862
US182228	2-Apr-16	29-Dec-14	shift super	14225
US177296	4-Aug-11		shift super	54835
US279272	26-Aug-19		barista	14225
US321051	12-Nov-21		barista	9413
US321090	10-Nov-21		barista	11891
US320064	17-May-21		barista	60027
US285634	17-Dec-19		shift super	9588
US300470	18-Mar-21	29-Aug-21	barista	9588
US320044	21-May-21	6-Sep-21	barista	55374
US171939	9-Sep-15	22-Aug-11	barista	48576
US294563	12-Oct-20	14-Apr-21	barista	48576
US321080	1-Nov-21		barista	5610
US289119	27-Apr-20		shift super	61993
US294414	9-Oct-20	23-Nov-20	barista	19282
US320942	18-Oct-21	14-Nov-21	barista	48576
US292906	14-Sep-20	15-Mar-21	barista	54835
US321040	26-Oct-21		barista	5377
US320582	16-Aug-21	30-Aug-21	barista	9862
US290450	13-Jul-20	26-Nov-20	barista	6756
US299376	22-Feb-21		barista	5377
US320334	30-Jun-21		barista	25812
US242732	7-Sep-17		barista	5610
US298997	1-Feb-21	15-Feb-21	barista	25812
US297700	18-Dec-20		barista	48576
US299283	8-Feb-21		barista	60027
US293350	28-Sep-20		shift super	55374
US293363	21-Sep-20	17-Nov-20	barista	5610
US298986	1-Feb-21	24-Oct-21	barista	25812
US292441	7-Sep-20	12-Aug-21	barista	54835
US274088	24-Jun-19		shift super	5377
US279416	28-Aug-19		barista	19282
US300468	15-Mar-21	3-Oct-21	barista	60027
US203203	28-Jul-14	5-Sep-21	shift super	5966
US321087	2-Nov-21		barista	54835
US302516	10-May-21		barista	58302
US232368	3-Dec-16	1-Feb-21	barista	14225
US320767	13-Sep-21		barista	58302
US293371	22-Sep-20	8-Nov-21	barista	25812
US280717	19-Sep-19		shift super	19282
US257490	25-Sep-18		barista	54835
US293981	1-Oct-20		barista	5966
US300489	22-Mar-21		barista	5966
US288556	11-Mar-20	14-Mar-21	barista	19282
US298975	1-Feb-21		barista	25812
US289824	25-May-20		barista	58630
US320161	4-Jun-21		barista	58630
US293072	21-Sep-20		barista	14225
US263493	18-Feb-19		shift super	9413
US320485	16-Aug-21		barista	58302
US320618	20-Aug-21	30-Aug-21	barista	9862

US320159	4-Jun-21	11-Oct-21	barista	58630
US294496	19-Oct-20	18-Apr-21	barista	6756
US320011	9-May-21		barista	19282
US240875	31-Jul-17		shift super	58630
US266479	14-Apr-19		barista	11891
US301175	5-Apr-21		barista	60027
US215421	21-Aug-15	28-May-21	barista	54835
US285712	19-Dec-19		barista	58630
US258415	15-Oct-18	2-Sep-21	barista	48576
US201677	23-Oct-19	8-Jul-21	barista	54835
US295257	21-Oct-20	29-Nov-20	barista	55374
US222344	9-Mar-16		barista	14225
US320912	11-Oct-21		barista	5377
US207841	22-Dec-14		assistant s	61993
US294916	16-Oct-20	1-May-21	barista	19282
US299679	22-Feb-21	4-Mar-21	barista	55374
US258038	1-Oct-18	28-Sep-21	barista	48576
US286304	10-Jan-20		barista	58302
US320589	23-Aug-21		barista	5966
US320655	6-Sep-21		barista	5966
US293353	21-Sep-20		barista	5610
US320625	20-Aug-21		barista	61993
US320960	18-Oct-21		barista	48576
US284271	26-Apr-21	26-May-20	barista	5377
US291600	24-Aug-20		barista	11891
US130285	3-Mar-14	2-Mar-06	barista	54835
US320059	16-May-21		barista	19282
US233113	18-Sep-19	13-Aug-18	barista	6756
US301256	6-Apr-21		barista	60027
US292855	16-Sep-20		shift super	5966
US298977	1-Feb-21		shift super	19282
US320302	28-Jun-21		barista	5610
US320727	8-Sep-21		shift super	9862
US321090	5-Nov-21	24-Nov-21	barista	11891
US148602	27-Sep-10	21-Jan-10	shift super	14225
US320615	17-Aug-21		barista	25812
US320308	28-Jun-21		barista	5610
US320442	25-Jul-21	9-Aug-21	barista	9862
US238384	26-May-17		shift super	19282
US297989	29-Dec-20		barista	58630
US164891	1-Apr-09		shift super	60027
US289932	4-Jun-20		barista	25812
US296876	23-Nov-20		barista	48576
US320894	11-Oct-21		barista	58302
US286779	3-Feb-20		barista	9413
US276248	22-Jul-19	29-Mar-21	barista	11891
US320030	14-May-21		barista	60027
US255520	17-Aug-18		shift super	14225
US320741	10-Sep-21		barista	61993
US320873	4-Oct-21		barista	25812
US196810	21-Aug-16	15-Dec-20	barista	5610

US290802	8-Oct-20	7-Sep-20	barista	54835
US105470	8-Oct-01		store mana	14378
US196135	26-Nov-13	8-Oct-21	barista	9413
US302207	3-May-21	9-Aug-21	barista	9862
US197850	14-Sep-20	15-Sep-18	barista	14225
US299679	25-Feb-21		barista	60027
US131790	4-Aug-08	9-Oct-07	barista	58302
US286662	24-Jan-20	15-Mar-21	barista	58302
US250944	10-May-18		barista	58302
US301040	2-Apr-21		barista	5610
US320972	25-Oct-21	14-Nov-21	barista	48576
US248717	2-Mar-18	16-Aug-21	shift superv	9862
US258372	8-Oct-18		shift superv	5610
US205595	6-Oct-14	22-Sep-21	shift superv	61993
US288271	4-Mar-20		shift superv	9862
US248387	21-Dec-20	1-Mar-20	shift superv	14378
US260173	12-Nov-18	17-Nov-21	barista	14378
US320509	2-Aug-21		barista	11891
US253131	25-Jun-18		barista	55374
US221748	29-Feb-16		store mana	55374
US320815	4-Oct-21		barista	5966
US320695	10-Sep-21	8-Oct-21	barista	60027
US300857	29-Mar-21	17-Oct-21	barista	60027
US242170	25-Aug-17	1-May-21	barista	9862
US293021	15-Sep-20	22-Mar-21	barista	48576
US320303	12-Jul-21		barista	5377
US320517	6-Aug-21		barista	61993
US263559	25-Feb-19	10-Sep-21	barista	5377
US295103	19-Oct-20	30-May-21	barista	54835
US272065	3-Jun-19		barista	14225
US296689	23-Nov-20	17-Jan-21	barista	9588
US231764	3-Nov-16	12-Jul-21	barista	48576
US290371	17-Jul-20		barista	5377
US295109	19-Oct-20	11-Oct-21	barista	55374
US320635	30-Aug-21		barista	9862
US345540	18-Oct-03	16-Nov-20	barista	25812
US241845	22-Aug-17		shift superv	14225
US300646	22-Mar-21		barista	14225
US320191	9-Jun-21		barista	5966
US281145	24-Sep-19		barista	55374
US320779	27-Sep-21		barista	5966
US320535	6-Aug-21		barista	61993
US320972	18-Oct-21		barista	19282
US320903	6-Oct-21		barista	25812
US294657	27-Oct-21	8-Apr-21	barista	55374
US320398	12-Jul-21		barista	5610
US299168	5-Feb-21	25-Mar-21	barista	5610
US284391	23-Nov-19		shift superv	14225
US289513	13-May-20	25-Jan-21	barista	58630
US182290	21-May-12		barista	25812
US222908	24-Mar-16		barista	25812

US275383	8-Jul-19		shift super	60027
US321100	12-Nov-21		barista	55374
US243816	29-Sep-17		barista	6756
US302140	23-Apr-21	30-Apr-21	barista	9588
US287614	24-Feb-20	18-Jul-21	barista	9413
US321053	1-Nov-21		barista	5966
US285351	30-Dec-19	20-Mar-21	barista	5966
US294523	19-Oct-20	29-Mar-21	barista	9862
US249742	2-Apr-18		barista	48576
US205224	10-Apr-17	10-Apr-15	shift super	5377
US256745	11-Sep-18	1-Nov-21	shift super	6756
US183617	28-Jul-12		barista	58630
US238165	11-Jan-21	9-Aug-20	shift super	55374
US290684	24-Jul-20		barista	58630
US296060	2-Nov-20		barista	25812
US278931	28-Aug-19	31-May-21	barista	14225
US112987	24-Apr-03		barista	55374
US320355	8-Jul-21		barista	14225
US320745	10-Sep-21		barista	61993
US274135	24-Jun-19		assistant s	48576
US320157	7-Jun-21		barista	48576
US320023	10-May-21	6-Sep-21	barista	55374
US275285	8-Jul-19		shift super	58630
US242671	18-Sep-17		barista	48576
US320484	26-Jul-21		barista	48576
US247651	23-Jan-18	23-May-21	shift super	5966
US321038	1-Nov-21		barista	9413
US320554	13-Aug-21		barista	61993
US299913	4-Mar-21	12-Apr-21	barista	58302
US287288	12-Feb-20	14-Nov-21	barista	58302
US294199	5-Oct-20	20-Oct-21	barista	14225
US301261	8-Apr-21		barista	54835
US291299	24-Aug-20	6-Feb-21	barista	5966
US320991	1-Nov-21		barista	5966
US293649	23-Sep-20	21-May-21	barista	9862
US259991	8-Nov-18		barista	54835
US278665	26-Aug-19	15-Feb-21	barista	25812
US251290	14-May-18		shift super	5377
US320276	30-Jun-21		barista	14378
US286554	13-Jan-20	3-Jan-21	barista	58302
US321153	18-Nov-21		barista	19282
US320552	13-Aug-21		barista	61993
US288782	6-Apr-20		barista	11891
US299793	15-Mar-21	27-Sep-21	barista	5966
US224786	13-May-16	29-Dec-20	barista	6756
US294742	27-Oct-20		shift super	9588
US320383	9-Jul-21		barista	61993
US320697	30-Aug-21	22-Oct-21	barista	5377
US320366	12-Jul-21		barista	5966
US291261	10-Aug-20	17-May-21	barista	58630
US320626	20-Aug-21	8-Nov-21	barista	61993

US256477	26-Oct-20	22-Jun-20	barista	5377
US291446	25-Aug-20		barista	14225
US294170	5-Oct-20		barista	5610
US321155	13-Nov-21		barista	6756
US300198	15-Nov-21	8-Aug-21	barista	9588
US320817	8-Oct-21		barista	11891
US292439	7-Sep-20	24-Aug-21	barista	54835
US320644	23-Aug-21		barista	54835
US292374	14-Sep-20	4-Jan-21	barista	58302
US260292	15-Nov-18		shift superv	11891
US285171	5-Dec-19		barista	58630
US298355	11-Jan-21	2-Apr-21	barista	55374
US289187	28-Apr-20		barista	5377
US274362	27-Jun-19	10-May-21	barista	25812
US152378	2-Nov-20	16-Jun-09	barista	5610
US320527	6-Aug-21		barista	61993
US250858	4-May-18	4-Oct-21	barista	54835
US294762	14-Oct-20	19-Jul-21	barista	19282
US262737	25-Jan-19		shift superv	54835
US321109	9-Nov-21		barista	9862
US238879	7-Jun-17	16-Oct-21	barista	48576
US242860	11-Sep-17		barista	25812
US262753	24-Jan-19		barista	25812
US230593	7-Oct-16	14-Jun-21	shift superv	5966
US282688	21-Oct-19	23-Jul-21	barista	19282
US190404	22-May-13		shift superv	5610
US299021	1-Feb-21		barista	5610
US258844	15-Oct-18		barista	14225
US295545	26-Oct-20	7-May-21	barista	58630
US320358	8-Jul-21	9-Sep-21	barista	14225
US299269	15-Feb-21		barista	25812
US293075	15-Sep-20		barista	9413
US299366	15-Feb-21		barista	14225
US291213	17-Aug-20		barista	11891
US180822	14-Jun-21	14-Oct-18	barista	14225
US293077	21-Sep-20	1-Feb-21	barista	14225
US205354	27-Jul-20	3-May-21	barista	6756
US320421	30-Jul-21		barista	14225
US320224	28-Jun-21		barista	9413
US287789	24-Feb-20	2-May-21	barista	14378
US320030	14-May-21		barista	6756
US321150	12-Nov-21		barista	9862
US321110	6-Nov-21		barista	9862
US264993	17-May-21	14-Jun-20	barista	14225
US231478	1-Nov-16		barista	14225
US294680	19-Oct-20	3-Jan-21	barista	58302
US320294	5-Jul-21		barista	14378
US320652	27-Aug-21		barista	61993
US232992	8-Dec-16	16-Nov-20	shift superv	48576
US292723	10-Sep-20		shift superv	9862
US299902	8-Mar-21		barista	19282

US273584	24-Jun-19	7-Sep-21	barista	9413
US302509	30-Apr-21		barista	54835
US271135	17-May-19		shift superv	48576
US299185	5-Feb-21		barista	6756
US282641	18-Oct-19	1-Mar-21	barista	54835
US296386	11-Nov-20	17-Nov-20	barista	9862
US254177	23-Jul-18		assistant s	5610
US294787	29-Oct-20	14-Jan-21	barista	6756
US253032	24-Jun-18		barista	54835
US169688	23-Jan-19	20-Dec-20	barista	9413
US241533	14-Aug-17		barista	5377
US289173	1-May-20		barista	9588
US254254	23-Jul-18		shift superv	6756
US320683	30-Aug-21		barista	19282
US291761	31-Aug-20		shift superv	9588
US294643	12-Oct-20		store mana	14378
US320512	29-Jul-21	11-Oct-21	barista	48576
US320527	13-Aug-21	22-Nov-21	barista	61993
US320853	27-Sep-21		barista	19282
US293386	21-Sep-20	15-Feb-21	barista	55374
US290646	23-Jul-20	12-Mar-21	barista	54835
US320389	9-Jul-21		barista	55374
US176092	30-May-11		store mana	14225
US321085	2-Nov-21		barista	9588
US288050	27-Feb-20		barista	5377
US210781	20-Apr-15	6-Dec-20	barista	48576
US210345	5-Mar-18	27-Aug-17	barista	58630
US288492	21-Mar-20		shift superv	14378
US292973	14-Sep-20		barista	6756
US320048	13-May-21		barista	9588
US320306	28-Jun-21		barista	5610
US226403	6-Oct-20	27-Oct-21	barista	5377
US296650	23-Nov-20	31-Aug-21	barista	5966
US302597	5-May-21		barista	9862
US263466	18-Feb-19		barista	9588
US281277	14-Oct-19	23-Aug-21	barista	11891
US272120	28-May-19	7-Nov-21	barista	11891
US168178	13-Jan-10		shift superv	11891
US288388	6-Mar-20		barista	6756
US278899	2-Sep-19	1-Aug-21	barista	6756
US229314	10-Sep-16	7-Nov-21	shift superv	19282
US295070	26-Oct-20	2-Aug-21	barista	14225
US227953	30-Apr-21	14-Jun-20	barista	55374
US320679	6-Sep-21		barista	14225
US297999	8-Jan-21		barista	14225
US300094	15-Mar-21		barista	48576
US293208	22-Sep-20		barista	9588
US320253	30-Jun-21		barista	14378
US300186	9-Mar-21		shift superv	60027
US279881	5-Sep-19		barista	14225
US239012	20-Jun-17		barista	19282

US320586	13-Aug-21		barista	61993
US232941	1-Feb-21	7-Jan-19	barista	25812
US279413	28-Aug-19		barista	19282
US320799	17-Sep-21		barista	60027
US288308	5-Mar-20		barista	48576
US239946	10-Jul-17		barista	60027
US281672	7-Oct-19		shift superv	58630
US279364	27-Aug-19		shift superv	9588
US271179	22-Oct-20	28-Mar-21	barista	14378
US301602	13-Apr-21		barista	25812
US249923	9-Apr-18	3-Mar-21	barista	5610
US155051	7-Jan-08		barista	58630
US298360	11-Jan-21	26-Jul-21	barista	58630
US281464	4-Oct-19	28-Jun-21	barista	5610
US320992	22-Oct-21		barista	60027
US263338	11-Feb-19	25-Jul-21	shift superv	14378
US321145	15-Nov-21		barista	19282
US299932	8-Mar-21	6-Sep-21	barista	55374
US286665	18-Jan-20		shift superv	14378
US298718	25-Jan-21		barista	58630
US321207	22-Nov-21		barista	25812
US292878	10-Sep-20	29-Mar-21	barista	9862
US281370	30-Sep-19		shift superv	58302
US338228	20-Mar-00		barista	9588
US291412	21-Aug-20		barista	14378
US292232	31-Aug-20		barista	19282
US295860	2-Nov-20	28-Feb-21	barista	58302
US288108	2-Mar-20	25-Apr-21	barista	55374
US320528	6-Aug-21		barista	61993
US229840	4-Jan-21	21-Apr-17	barista	5377
US301626	12-Apr-21		barista	48576
US281448	30-Sep-19	11-Jun-21	barista	9862
US321059	1-Nov-21		barista	9413
US293590	5-Oct-20	28-Jun-21	barista	48576
US320964	13-Oct-21	31-Oct-21	barista	19282
US299824	27-Feb-21	4-Jul-21	shift superv	48576
US276578	27-Jul-19		barista	5377
US250582	10-Jun-18	16-Nov-20	barista	48576
US224278	4-Apr-16		shift superv	25812
US297513	29-Dec-20		shift superv	14378
US254631	30-Jul-18		barista	5610
US320449	22-Jul-21		barista	61993
US214860	7-Aug-15		barista	5966
US171299	9-Aug-10		shift superv	58302
US242862	2-Oct-17		store mana	5610
US261090	4-Dec-18	21-Jun-21	barista	60027
US291264	10-Aug-20	26-Sep-21	barista	25812
US320133	1-Sep-21		barista	61993
US299374	22-Feb-21		barista	5377
US320800	19-Sep-21		barista	54835
US292423	25-Sep-20		barista	25812

US321146	12-Nov-21		barista	9862
US123310	5-Oct-18	29-Apr-08	shift superv	14225
US241445	11-Aug-17		shift superv	5966
US289488	11-May-20	4-Jul-21	barista	54835
US320814	23-Sep-21		barista	25812
US293994	1-Oct-20		barista	25812
US320956	19-Oct-21		barista	5377
US320604	27-Aug-21		barista	61993
US320417	22-Jul-21		barista	5610
US252834	18-Jun-18		shift superv	58302
US227145	15-Jul-16		shift superv	61993
US300782	9-Apr-21	3-Sep-21	barista	6756
US320593	23-Aug-21	17-Sep-21	barista	5377
US320393	2-Aug-21		barista	55374
US320297	23-Jun-21		barista	54835
US320928	17-Oct-21		barista	48576
US180604	6-Feb-12		store mana	60027
US293020	21-Sep-20	9-Sep-21	barista	14225
US262530	22-Jan-19	26-Sep-21	barista	19282
US320300	25-Jun-21		barista	54835
US320763	18-Sep-21		barista	5377
US320026	14-May-21	15-Aug-21	barista	5610
US264029	27-Feb-19		barista	58630
US261339	12-Dec-18	13-Aug-21	barista	19282

STORE_N	STORE_N	STORE_O	STORE_CLOSE_DATE
9862	Apache Tra	12-May-06	
9588	Power & Lo	11-Mar-05	
11891	Signal Butt	4-Aug-07	
14225	Hunt & Gar	16-Jan-09	
19282	Santan Vill	8-Aug-13	
54835	Ironwood a	17-Jan-19	
55374	Crismon &	17-Jan-19	
61993	Riggs and	22-Sep-21	
60027	Sossaman	28-Apr-21	
58302	Signal Butt	5-Mar-20	
58630	Higley and	6-Feb-20	
25812	Ellsworth R	18-Apr-16	
6756	Ellsworth &	27-Jun-03	
5610	Power Rd &	3-Oct-98	

CRA Charles River Associates

Abby Clay Turner

Principal

PhD, Economics and Public Policy
Carnegie Mellon University

MS, Economics
Carnegie Mellon University

MEd, Curriculum and Instruction
University of Oregon

AB, Economics and Mathematics
Barnard College

Abby Turner is a principal in the Labor and Employment Practice at CRA. She specializes in labor economics, econometrics, and the economics of education. Dr. Turner has managed projects related to Title VII, Age Discrimination in Employment Act (ADEA), Fair Labor Standards Act (FLSA), and Office of Federal Contract Compliance Programs (OFFCP) audits of federal contractors. She also has research and consulting experience related to the regulation of and outcomes of for-profit post-secondary education. In her current position, Dr. Turner builds databases, analyzes proprietary employment and publicly available labor data, and prepares reports for consulting and litigation labor and employment cases. Prior to joining CRA, Dr. Turner taught at both the secondary and post-secondary levels, including at Carnegie Mellon University. She is a member of the American Economic Association.

Professional history

2019–present	*Principal*, Charles River Associates, Tallahassee, FL
2016–2019	*Associate Principal*, Charles River Associates, Tallahassee, FL
2013–2016	*Senior Associate*, Charles River Associates, Tallahassee, FL
2009–2013	*Teaching Assistant*, Carnegie Mellon University, Pittsburgh, PA
	Taught undergraduate courses (Intermediate Microeconomics and Regression Analysis) and graduate courses (Applied Economic Analysis, Environmental Economics, Public Expenditure Analysis, Quantitative Summer Skills Program, Regional Finance and Education Policy, and Statistics for IT Managers).
2009–2010	*Instructor*, Carnegie Mellon University, Pittsburgh, PA
	Taught Regression Analysis for the Department of Business Administration and acted as guest lecturer in Regional Finance and Education Policy for the Heinz College School of Public Policy.
2004–2006	*Math Teacher*, Centennial High School, Gresham, OR
	Taught Geometry, Principles of Algebra and Geometry, Algebra, and Pre-Algebra for English Language Learners. Also served as advisor to the student math club.

Publications and research papers

"The Causal Effects of a For-Profit Education: Evidence from the NLSY Geocode." 2013.

"Labor Strife in Public Schools: Does it Affect Education Production?" 2013.

"With the Best of Intentions: School-Level Interventions and the Pursuit of Proficiency." With Robert P. Strauss. Second Heinz Paper. 2009.

"Residential Segregation and Educational Attainment for Whites, Blacks, and Hispanics." Senior Honors Thesis, Barnard College Economics Department. 2003.

Presentations

"Functional Form and Error Distribution in Value-Added Educational Modeling: A Box-Cox Approach." American Education Finance Association. Richmond, VA. March, 2010.

"Testing 1, 2, 3: An Analysis of 4Sight in Pennsylvania." Econometric Society. Boston, MA. June, 2009.

"Testing 1, 2, 3: An Analysis of 4Sight in Pennsylvania." American Education Finance Association. Nashville, TN. March, 2009.

Professional memberships

American Economic Association

American Bar Association

Written testimony

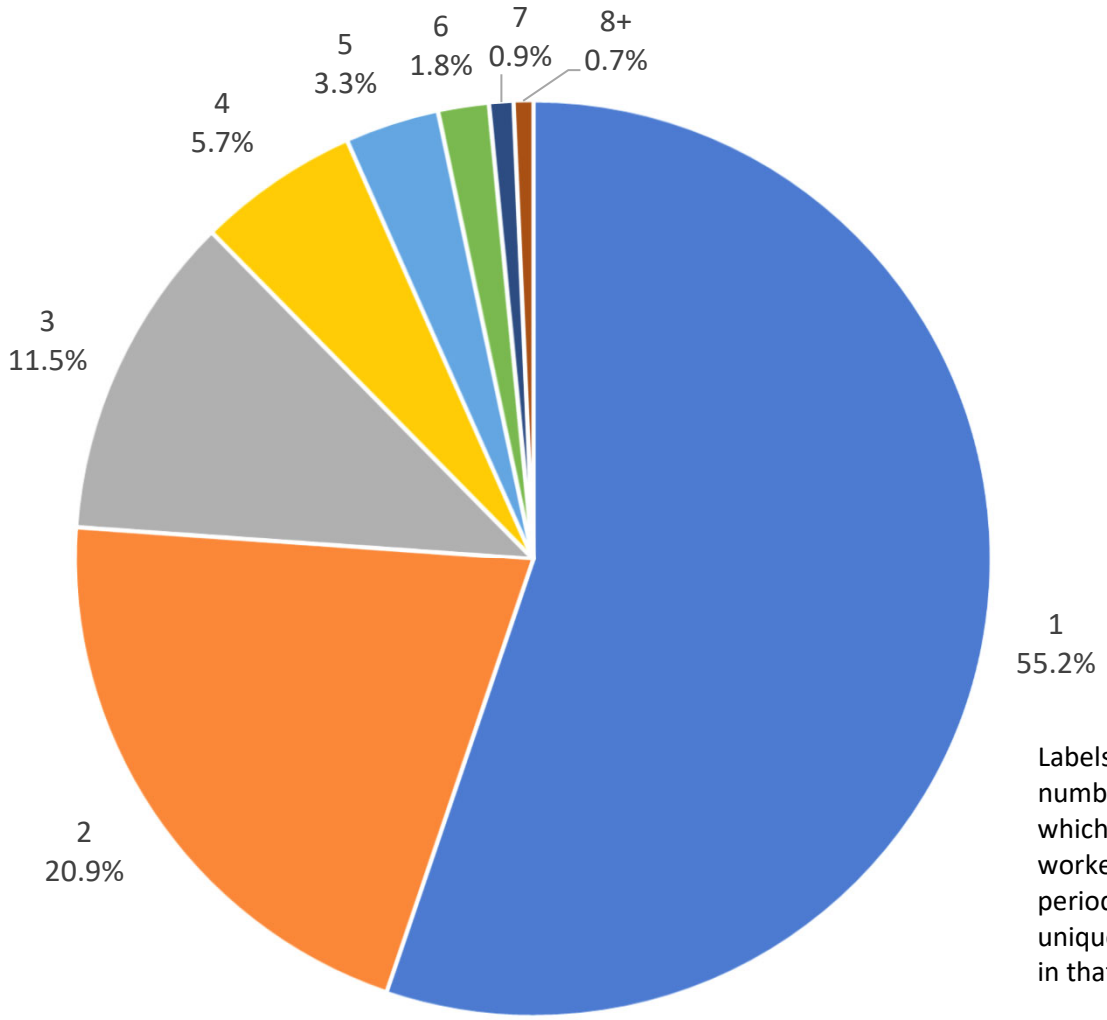
Arbitration Between District of Columbia Public Schools and Washington Teachers' Union, Local #6, American Federation of Teachers, AFL-CIO: Matter involving the estimation of individual economic damages as a result of wrongful termination. Declaration submitted.

Sarafian v. Rite Aid Corporation: Case involving assessing wage and hour claims. Declaration submitted.

The Economic Impacts on the District of Columbia of Various Legislative Proposals to Change the Minimum Wage, with David Neumark and David P. Lamoreaux. Prepared for the D.C. Chamber of Commerce, D.C. Building Industry Association, Greater Washington Board of Trade, Greater Washington Hispanic Chamber of Commerce, Hotel Association of Washington and Restaurant Association Metropolitan Washington.

Partners Working in Multiple Stores - All Partners
Starbucks - District 380 - Mesa

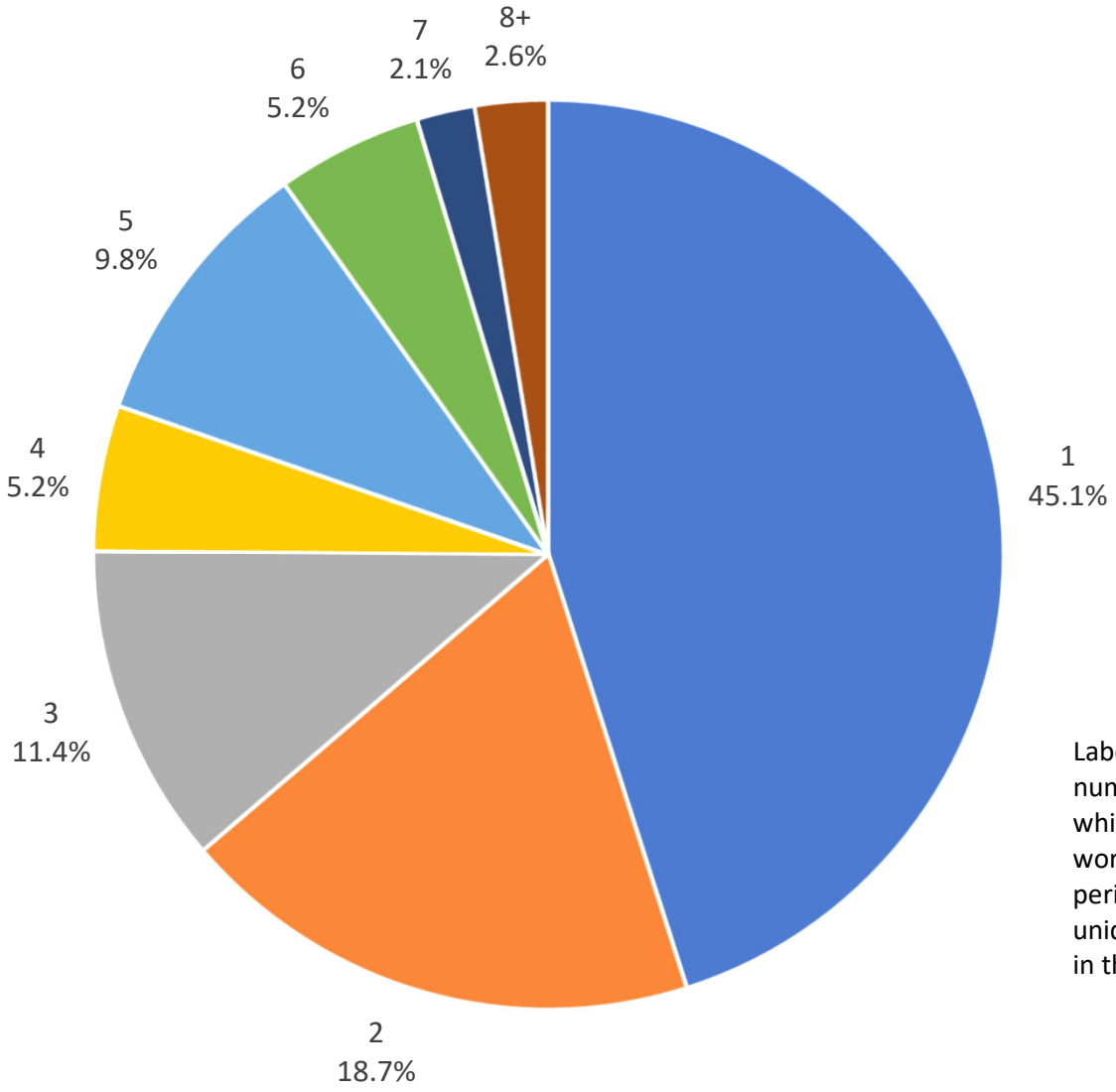
April 29, 2019 - November 14, 2021



Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.

Partners Working in Multiple Stores - All Partners - Store 5610
Starbucks - District 380 - Mesa

April 29, 2019 - November 14, 2021

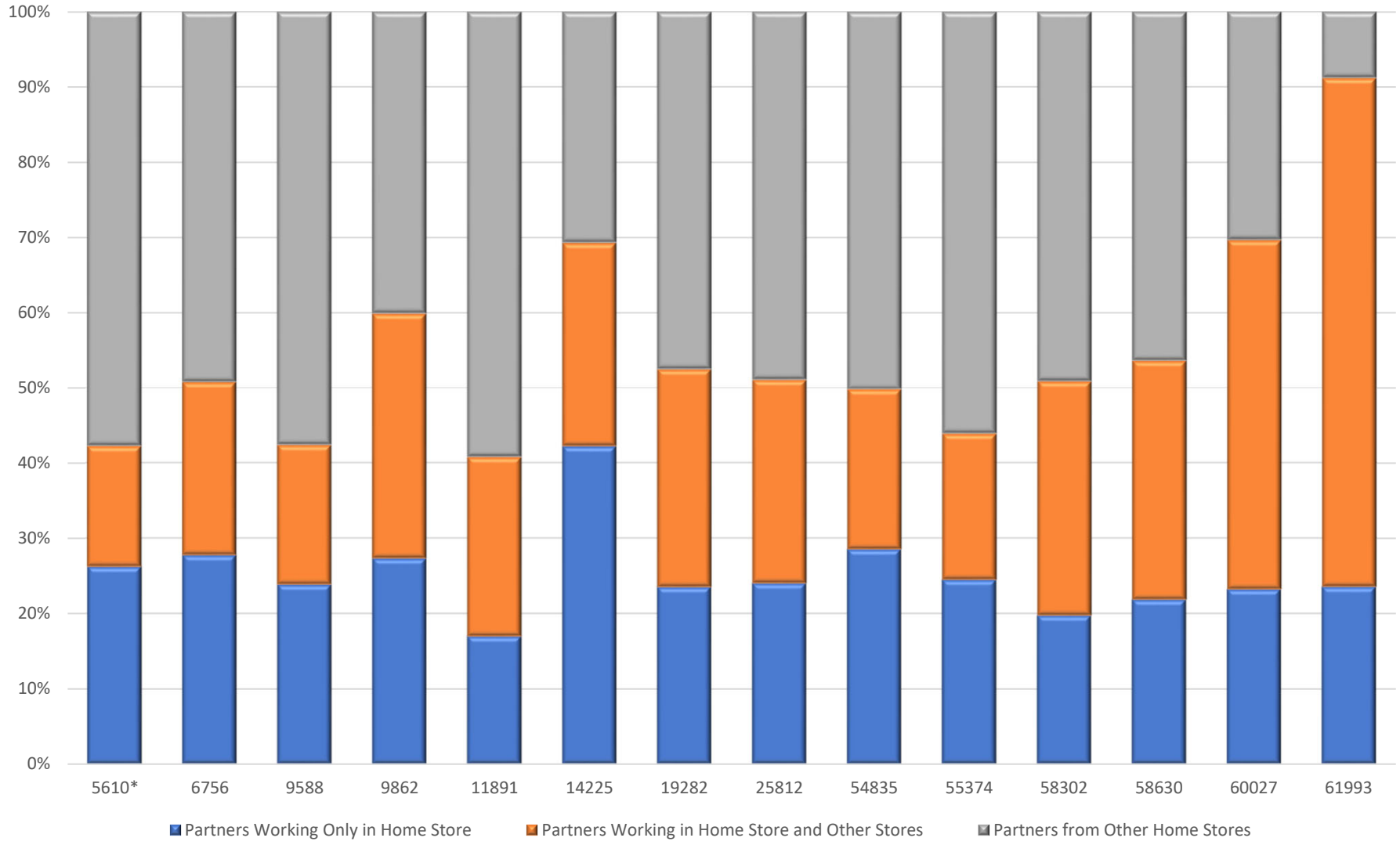


Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.

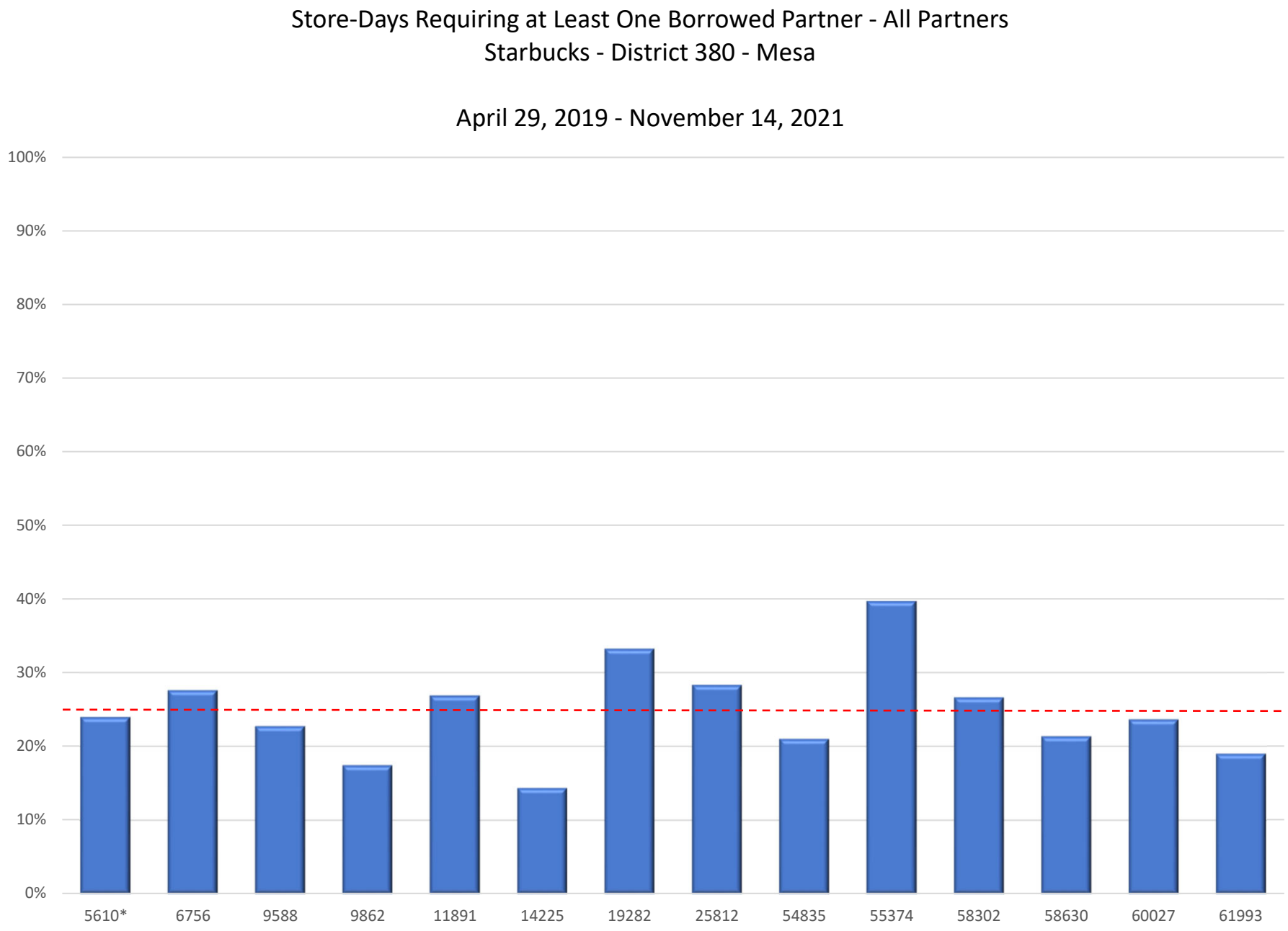
Note: Active partners with home store 5610 had an average of 31.7 months and a median of 35.6 months of tenure as of 11/26/21.

Partners Working in Each Store - All Partners
Starbucks - District 380 - Mesa

April 29, 2019 - November 14, 2021



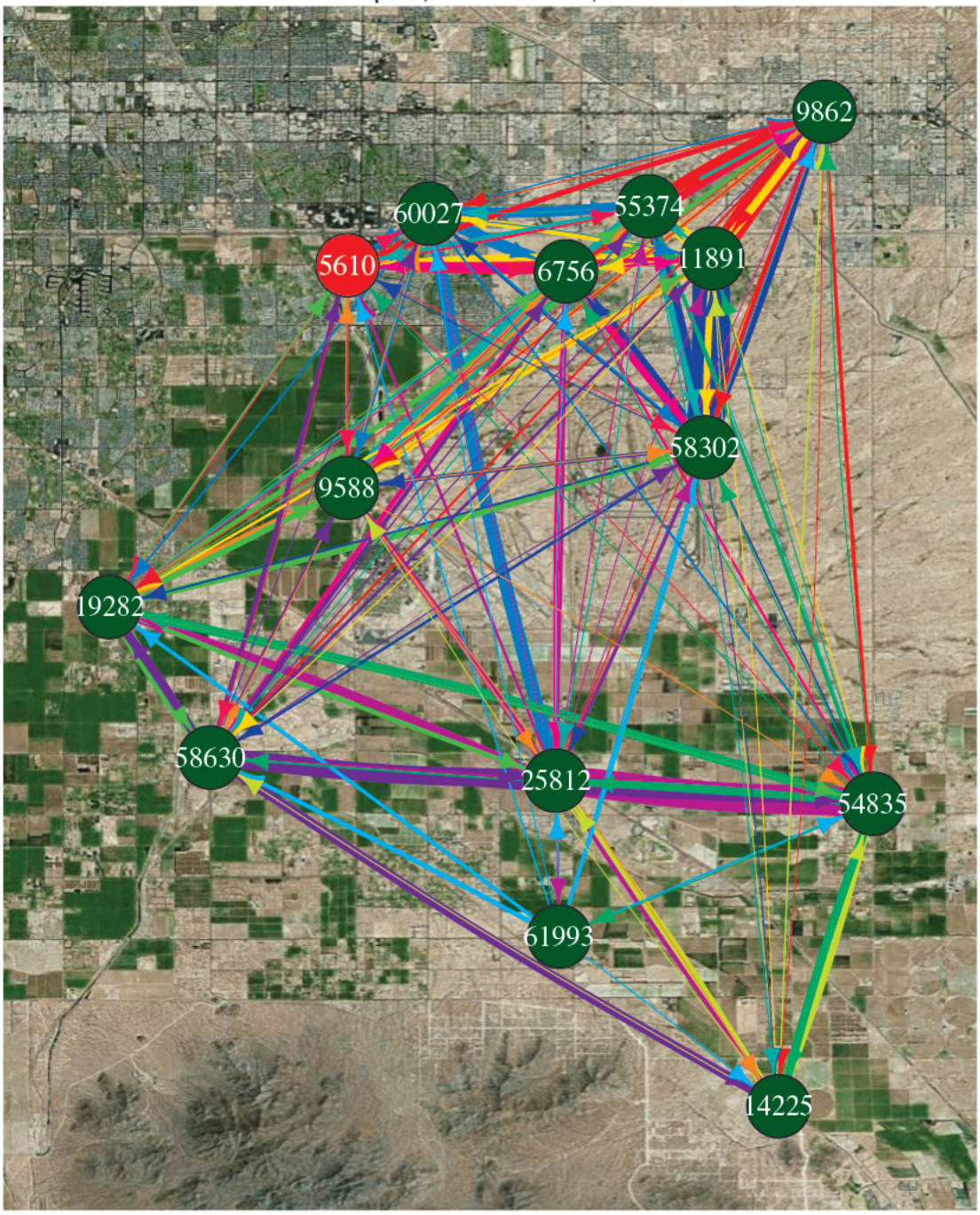
Note: A single asterisk indicates the petition store.



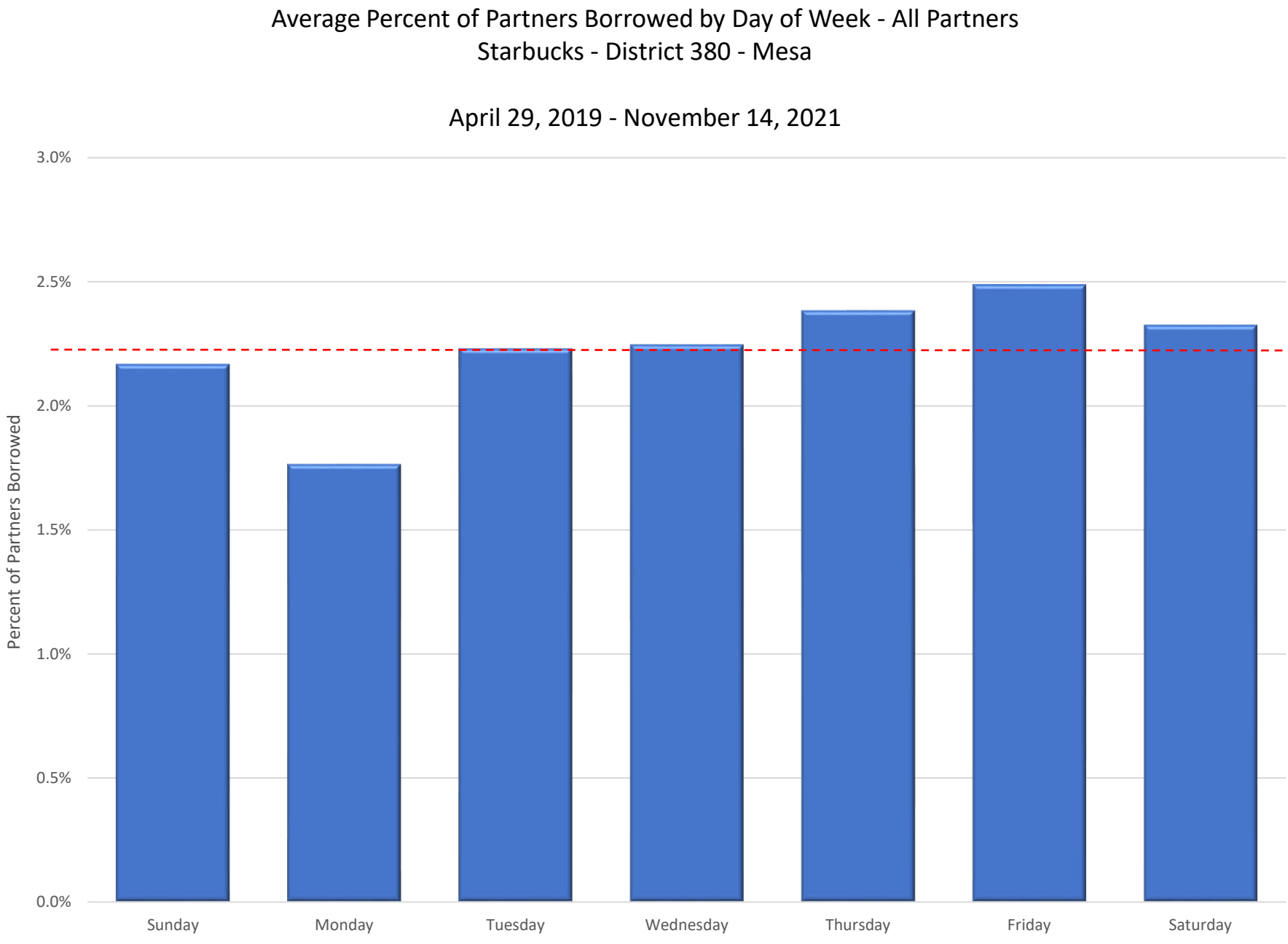
Note: The red dotted line represents the 25.2 percent of store-days requiring at least one borrowed partner across the entire district.

Borrowed Partner Network − All Partners
Starbucks − District 380 − Mesa
(Number of Stores:14)

April 29, 2019 − November 14, 2021



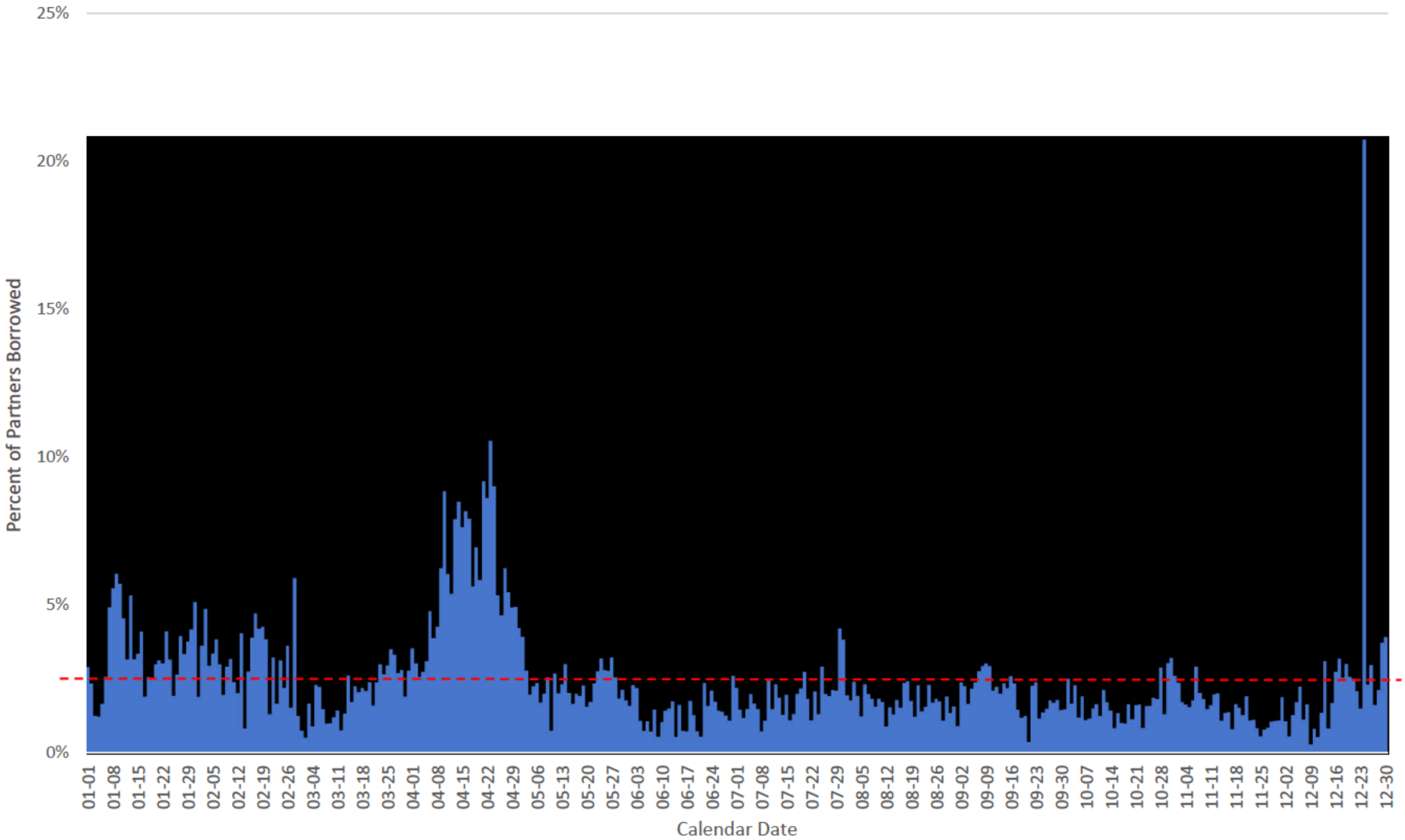
Note: Connections represent borrowed partners across stores. The width of each connection represents the number of borrowed partner−days during the data period. During this period 25.2 percent of store days had at least one borrowed partner.



Note: The red dotted line indicates the overall district average of 2.2 percent of partner-days borrowed.

Average Percent of Partners Borrowed by Calendar Date - All Partners
Starbucks - District 380 - Mesa

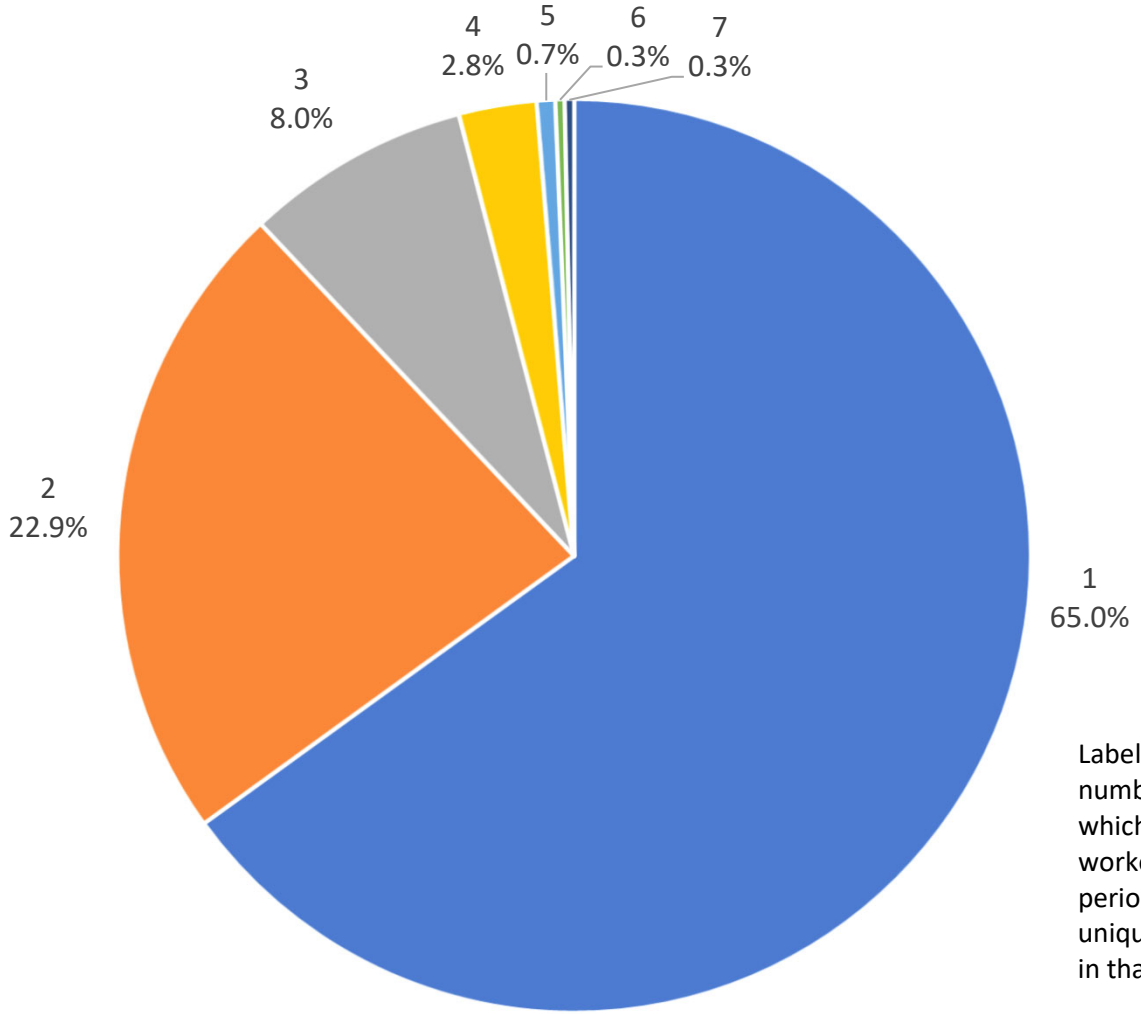
April 29, 2019 - November 14, 2021



Note: The red dotted line indicates the overall district average of 2.2 percent of partner-days borrowed.

Partners Working in Multiple Stores - All Partners (Pre-COVID)
Starbucks - District 380 - Mesa

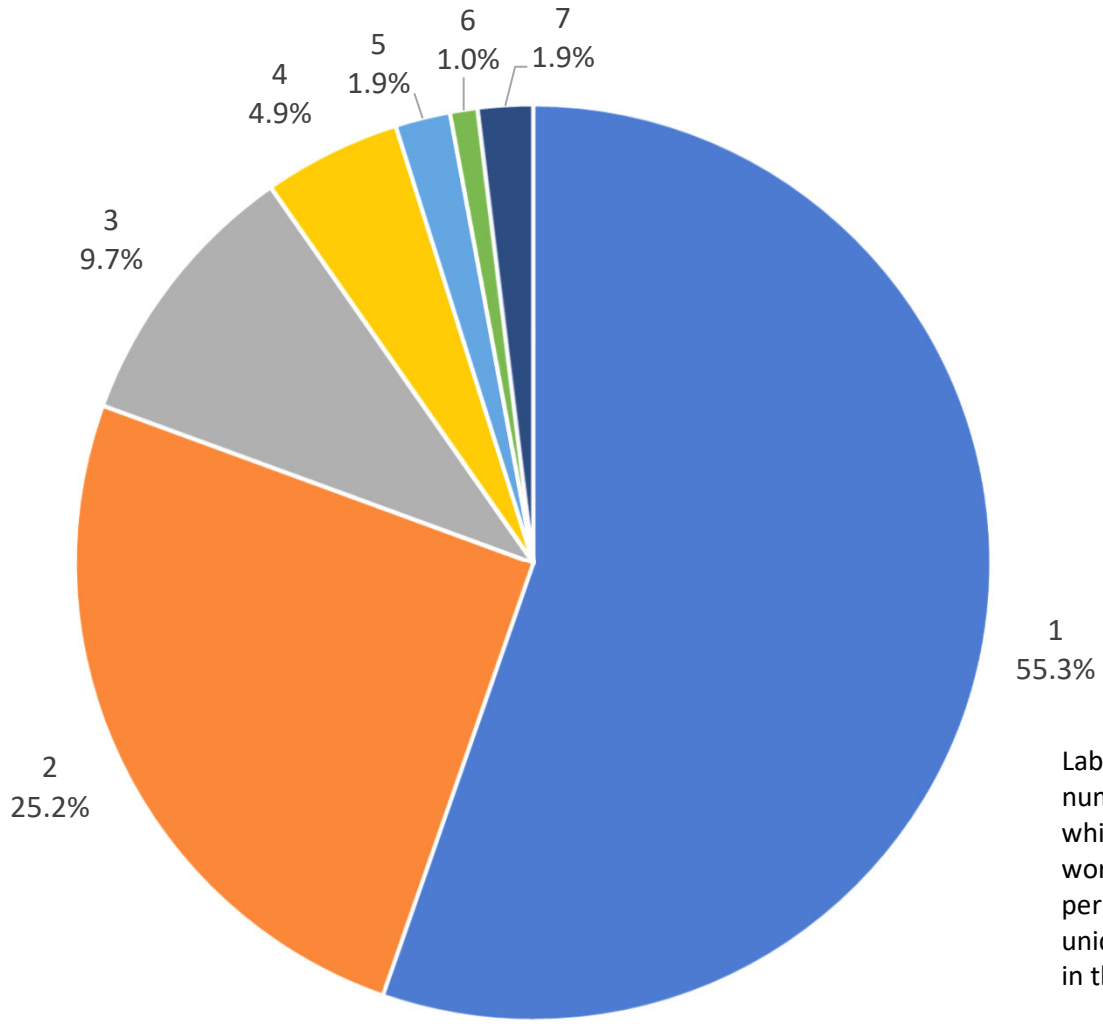
April 29, 2019 - February 29, 2020



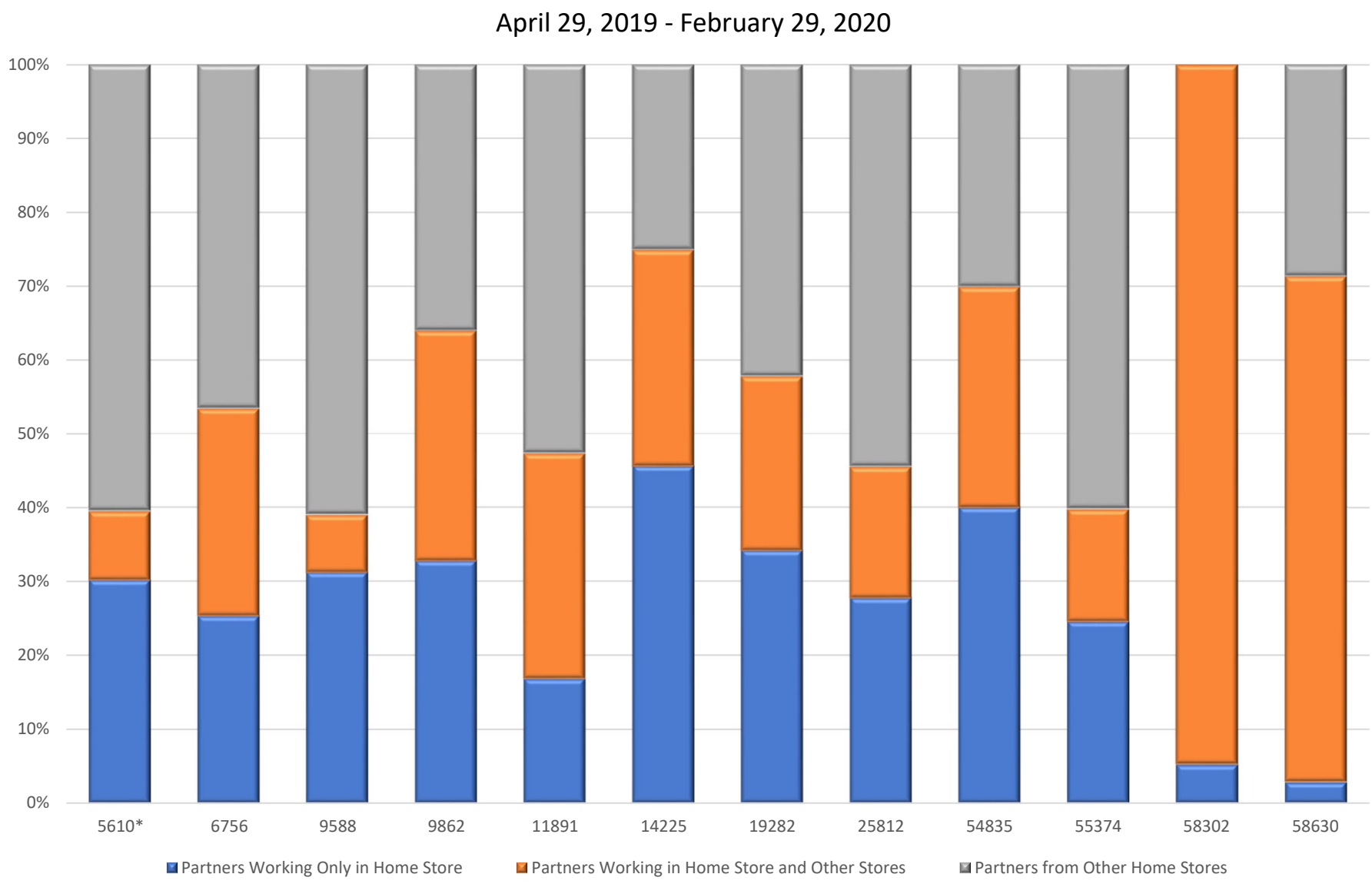
Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.

Partners Working in Multiple Stores - All Partners (Pre-COVID) - Store 5610
Starbucks - District 380 - Mesa

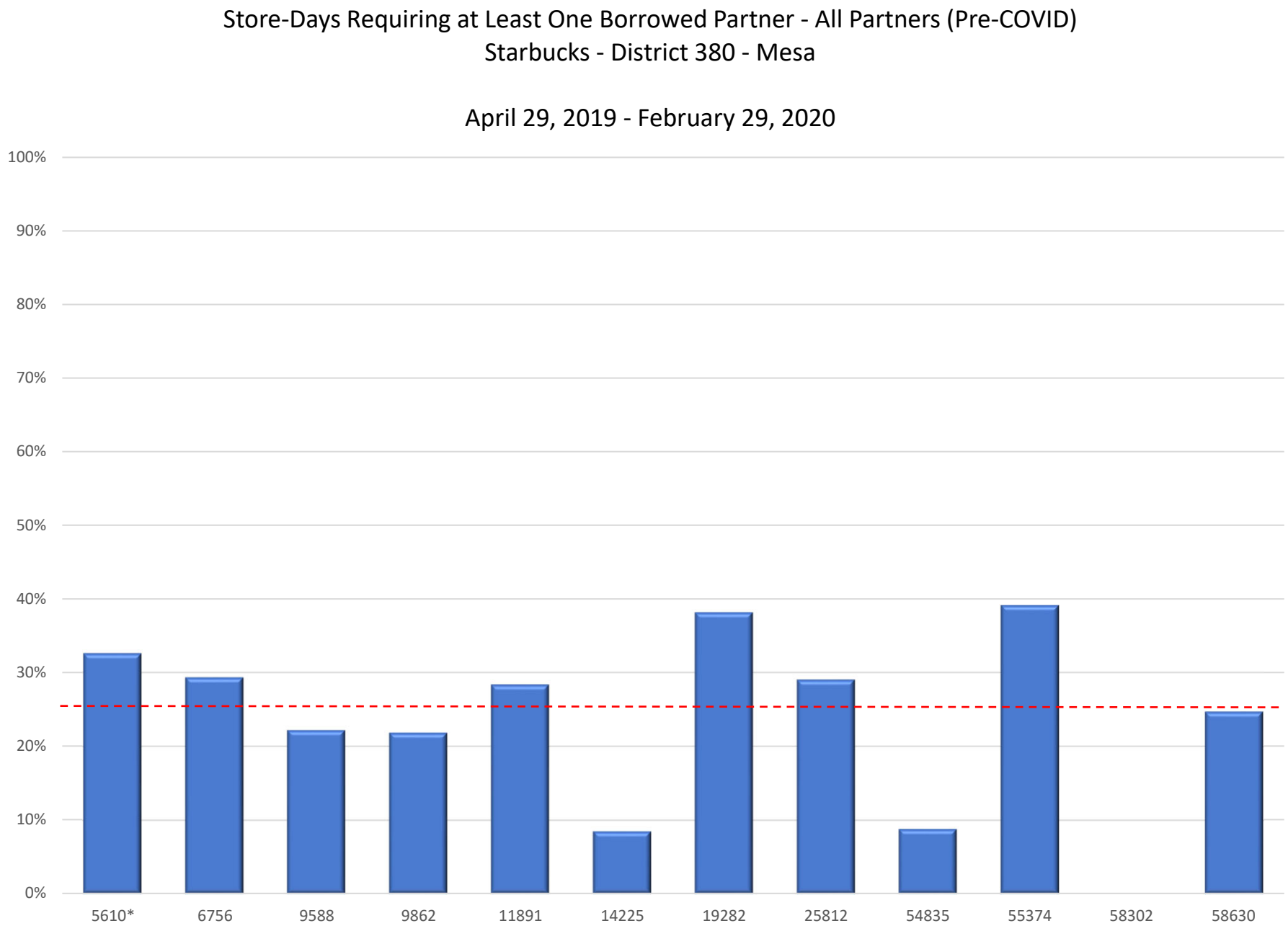
April 29, 2019 - February 29, 2020



Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.



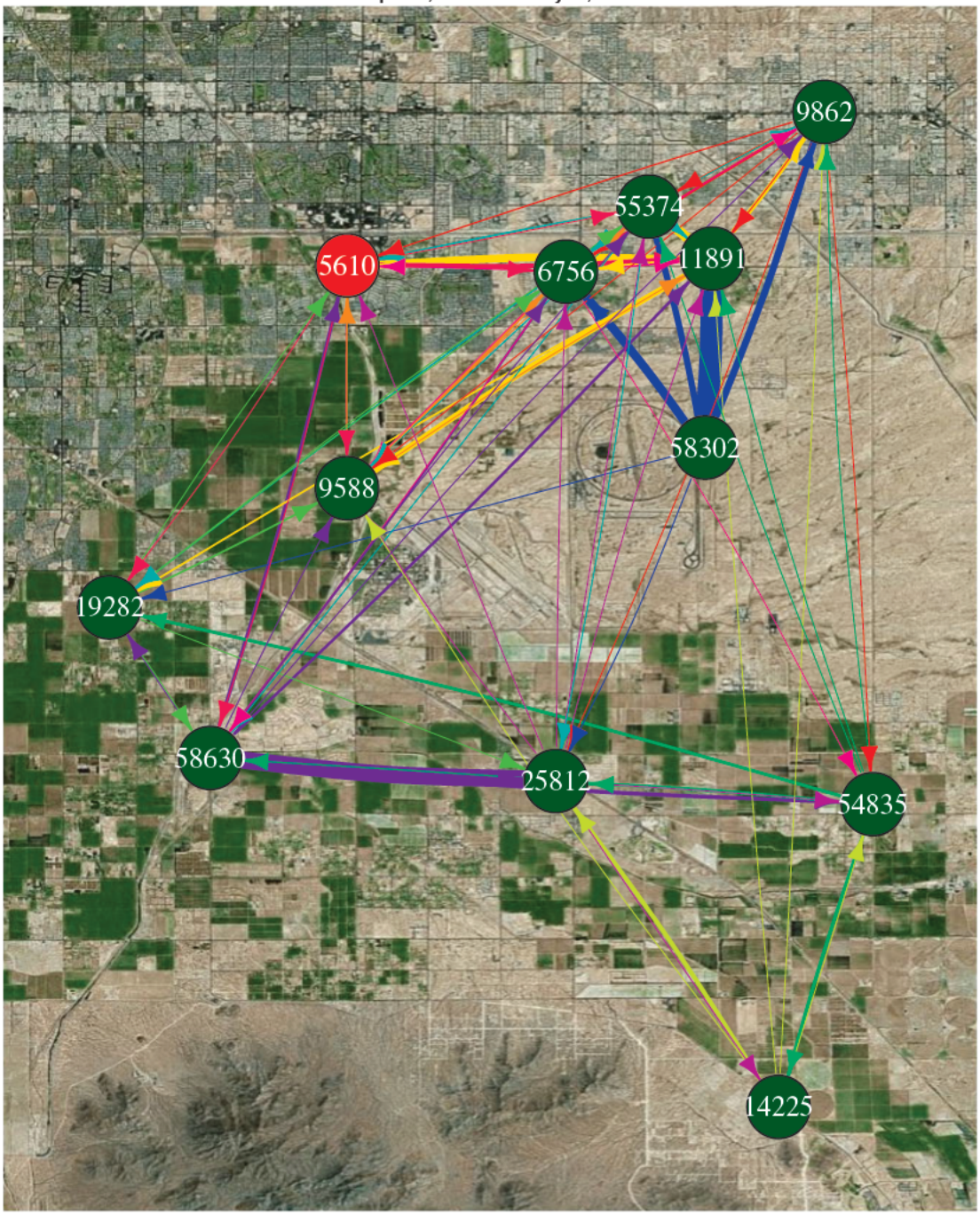
Note: A single asterisk indicates the petition store.



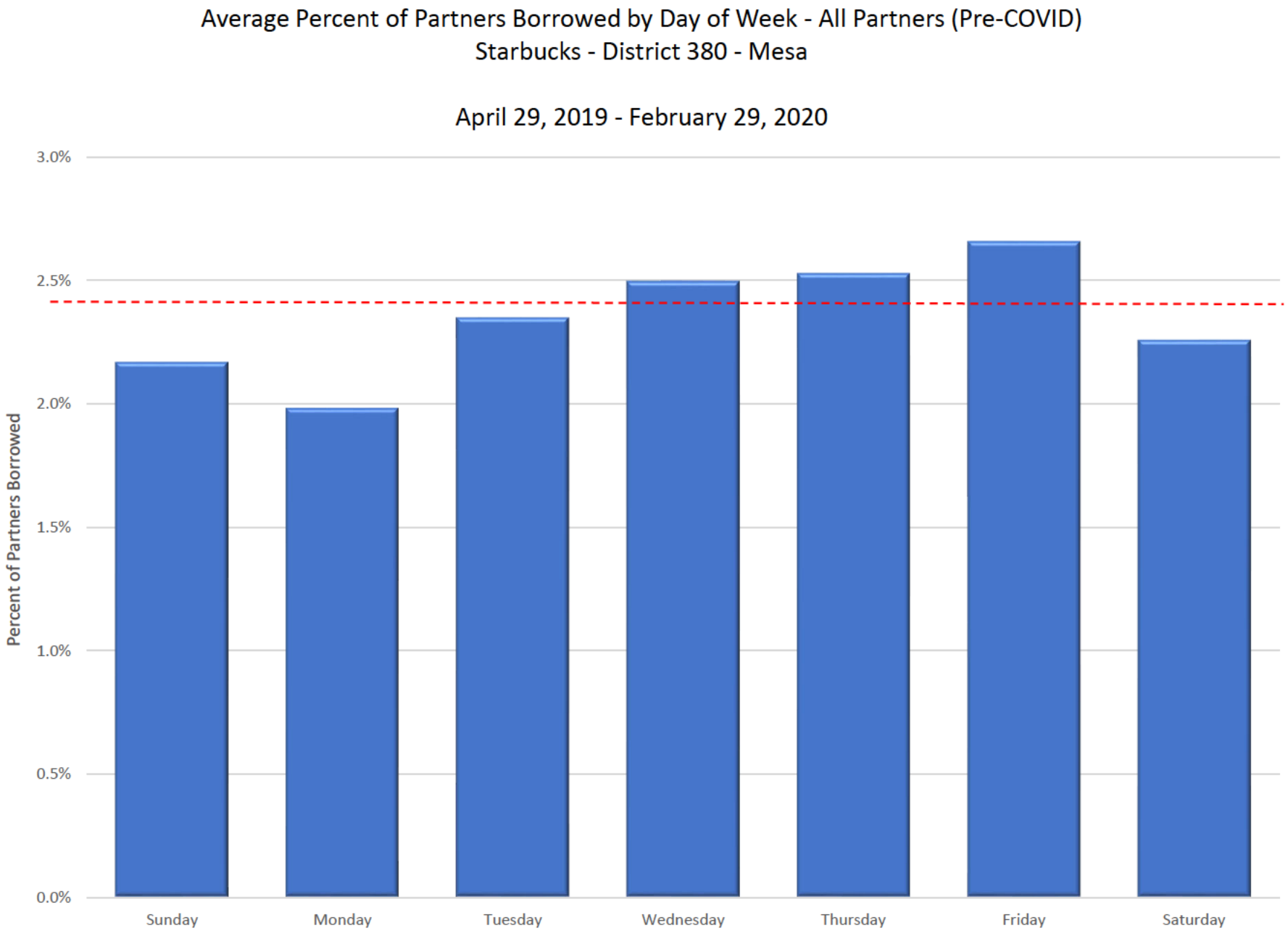
Note: The red dotted line represents the 25.4 percent of store-days requiring at least one borrowed partner across the entire district.

Borrowed Partner Network − All Partners (Pre−COVID)
Starbucks − District 380 − Mesa
(Number of Stores:12)

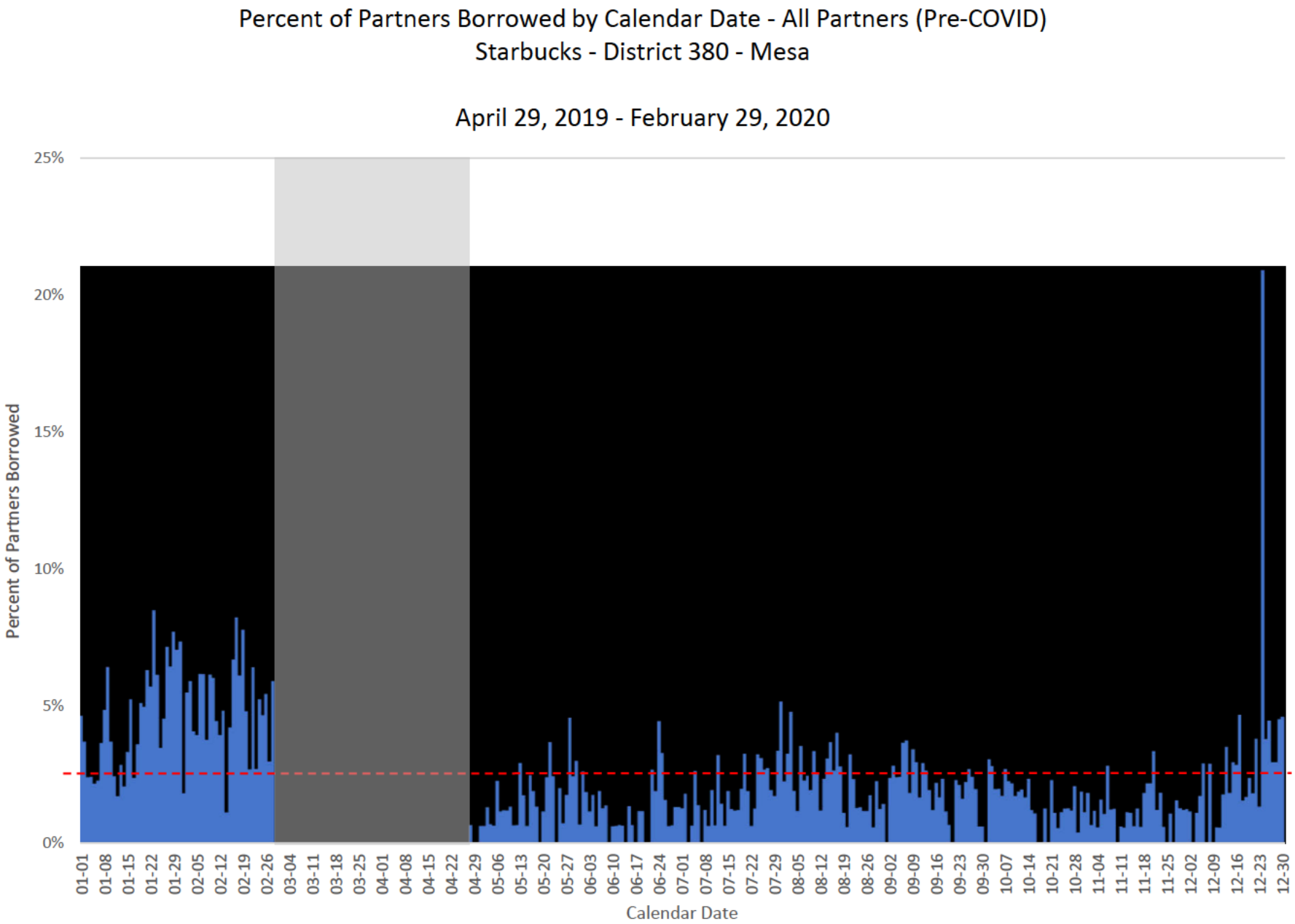
April 29, 2019 − February 29, 2020



Note: Connections represent borrowed partners across stores. The width of each connection represents the number of borrowed partner−days during the data period.
During this period 25.4 percent of store days had at least one borrowed partner.



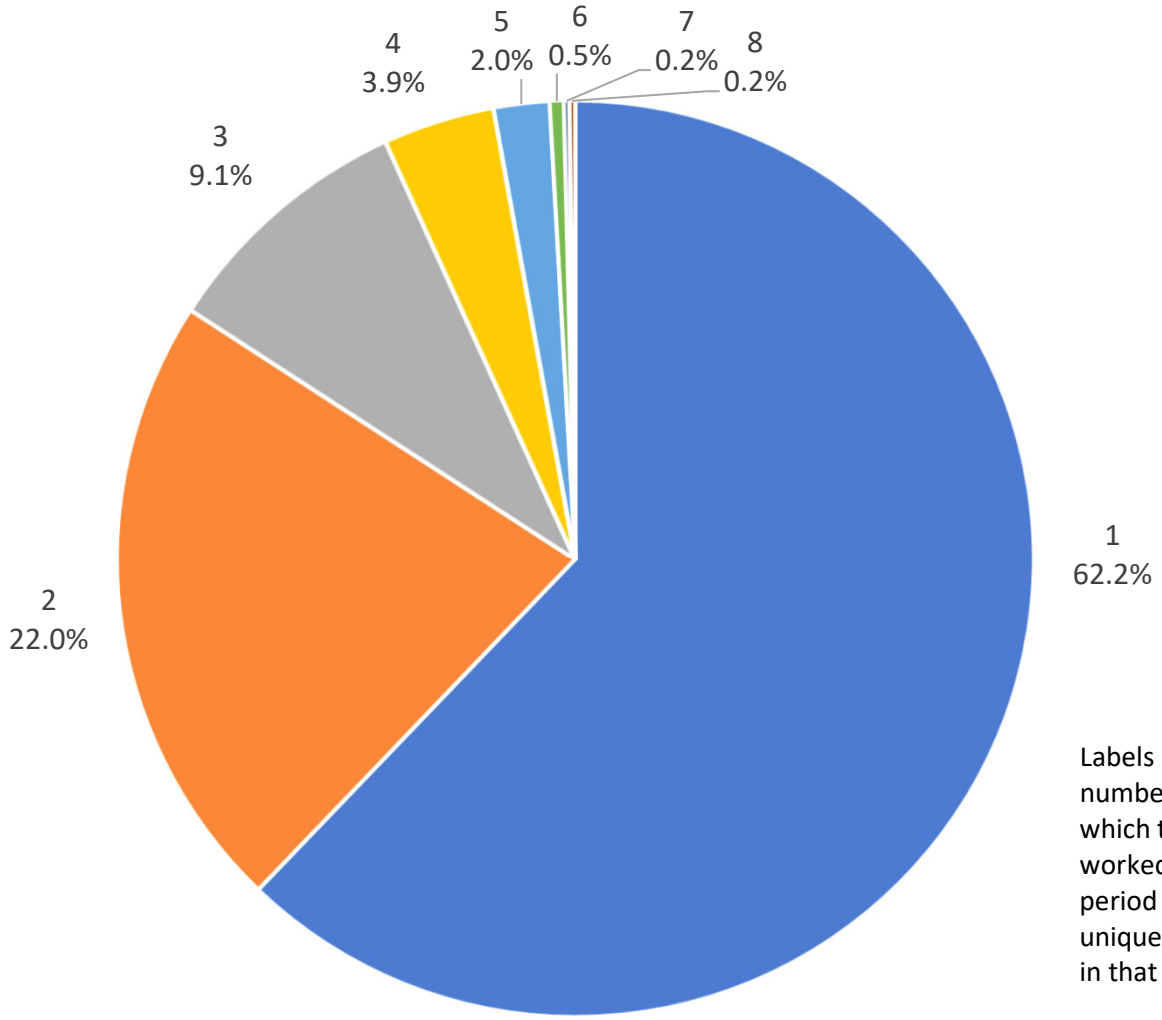
Note: The red dotted line indicates the overall district average of 2.4 percent of partner-days borrowed.



Note: The red dotted line indicates the overall district average of 2.4 percent of partner-days borrowed. The gray shaded area indicates the date range with no pre-COVID data.

Partners Working in Multiple Stores - Excluding Stores Opening During the Data Period
Starbucks - District 380 - Mesa

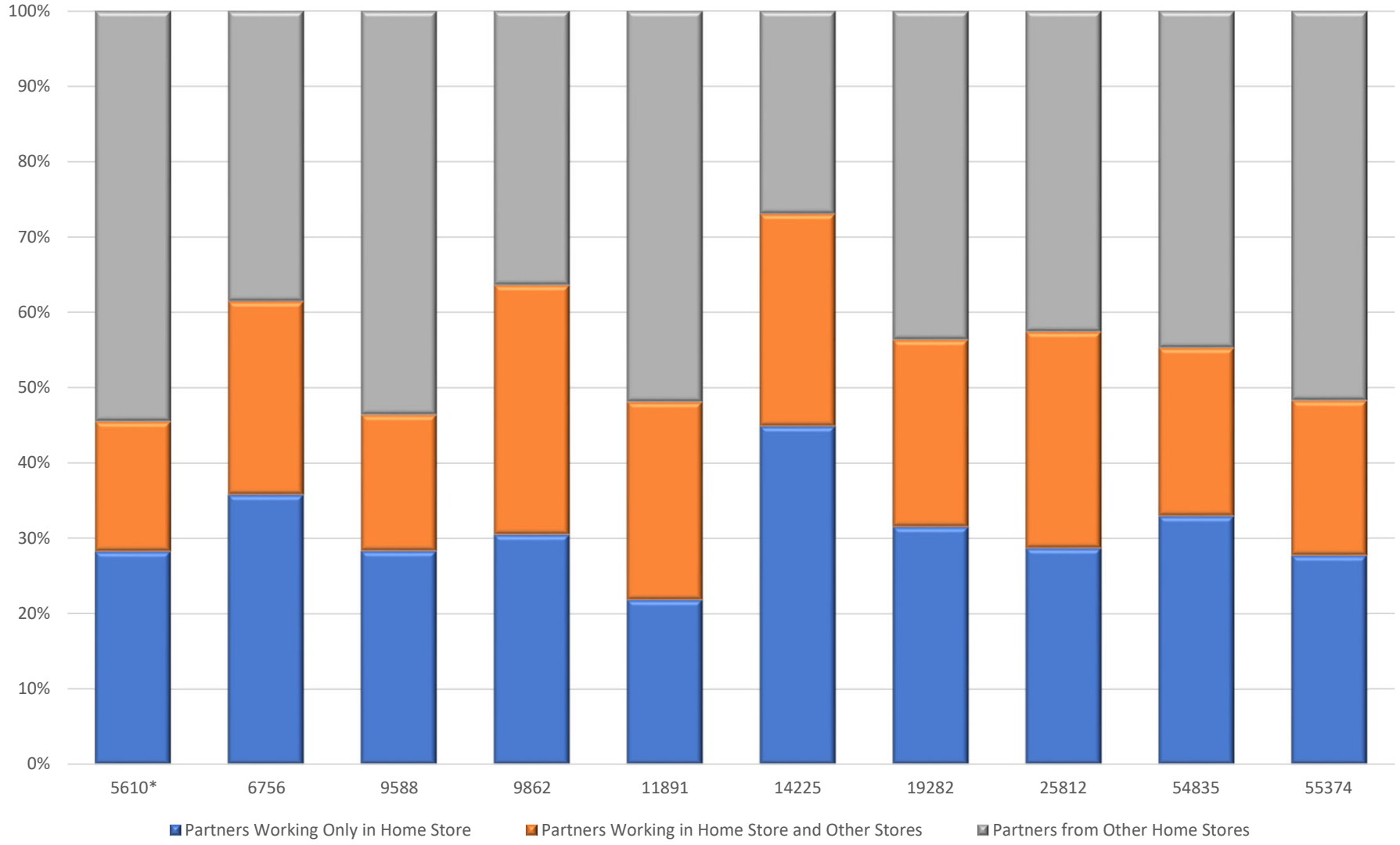
April 29, 2019 - November 14, 2021



Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.

Partners Working in Each Store - Excluding Stores Opening During the Data Period
Starbucks - District 380 - Mesa

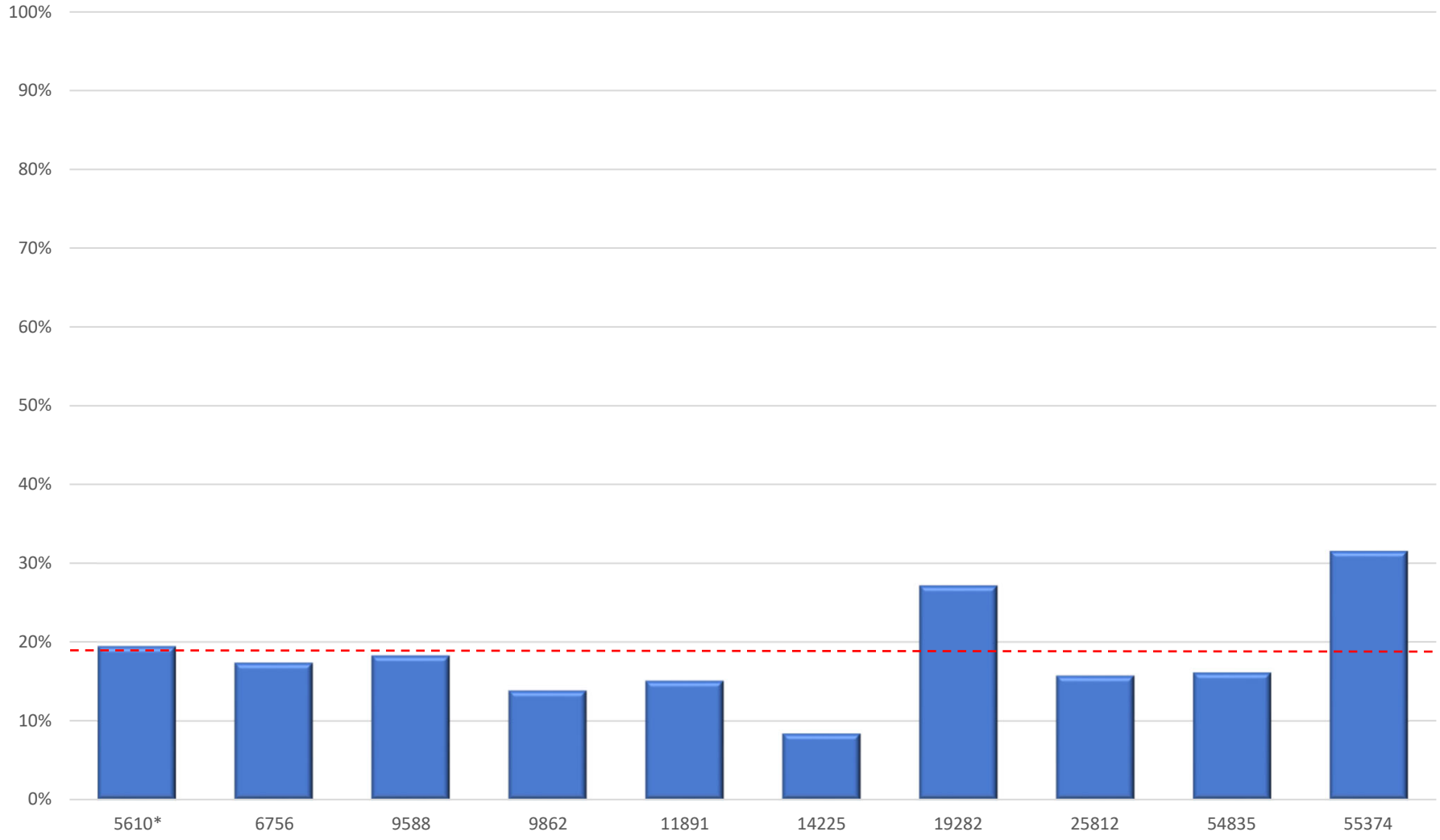
April 29, 2019 - November 14, 2021



Note: A single asterisk indicates the petition store.

Store-Days Requiring at Least One Borrowed Partner - Excluding Stores Opening During the Data Period
Starbucks - District 380 - Mesa

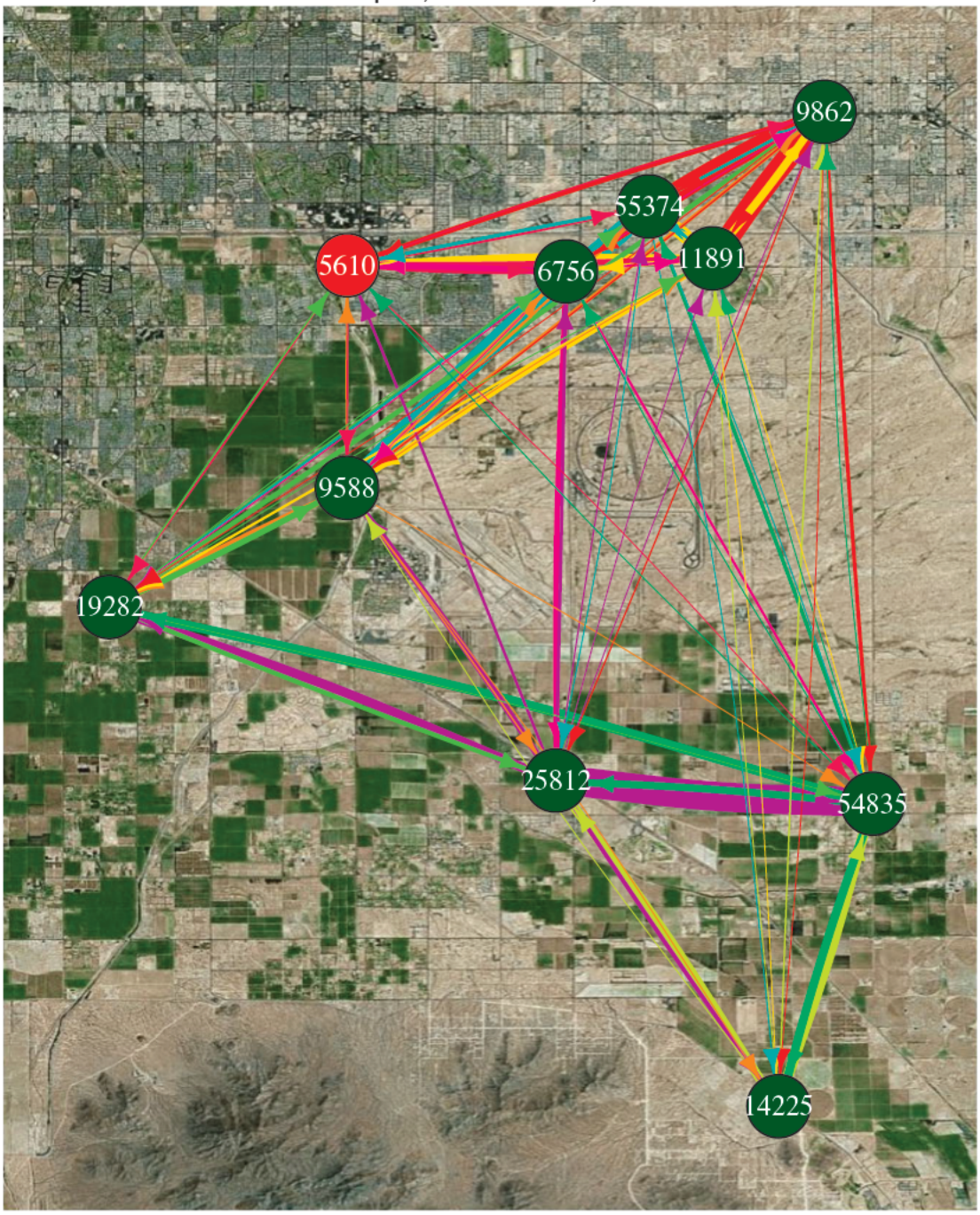
April 29, 2019 - November 14, 2021



Note: The red dotted line represents the 18.3 percent of store-days requiring at least one borrowed partner across the entire district.

Borrowed Partner Network − Excluding Stores Opening During the Data Period
Starbucks − District 380 − Mesa
(Number of Stores:10)

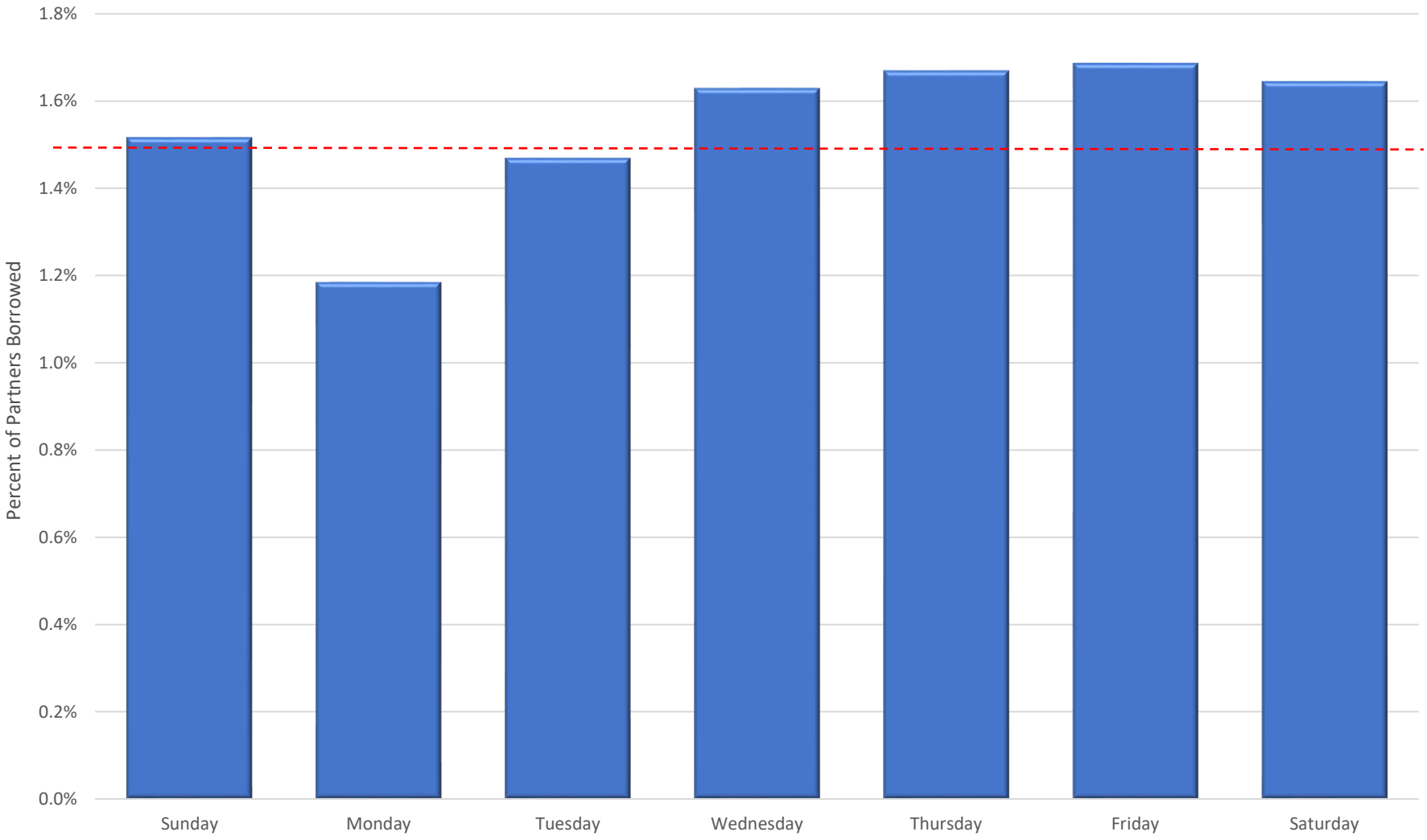
April 29, 2019 − November 14, 2021



Note: Connections represent borrowed partners across stores. The width of each connection represents the number of borrowed partner−days during the data period. During this period 18.3 percent of store days had at least one borrowed partner.

Average Percent of Partners Borrowed by Day of Week - Excluding Stores Opening During the Data Period
Starbucks - District 380 - Mesa

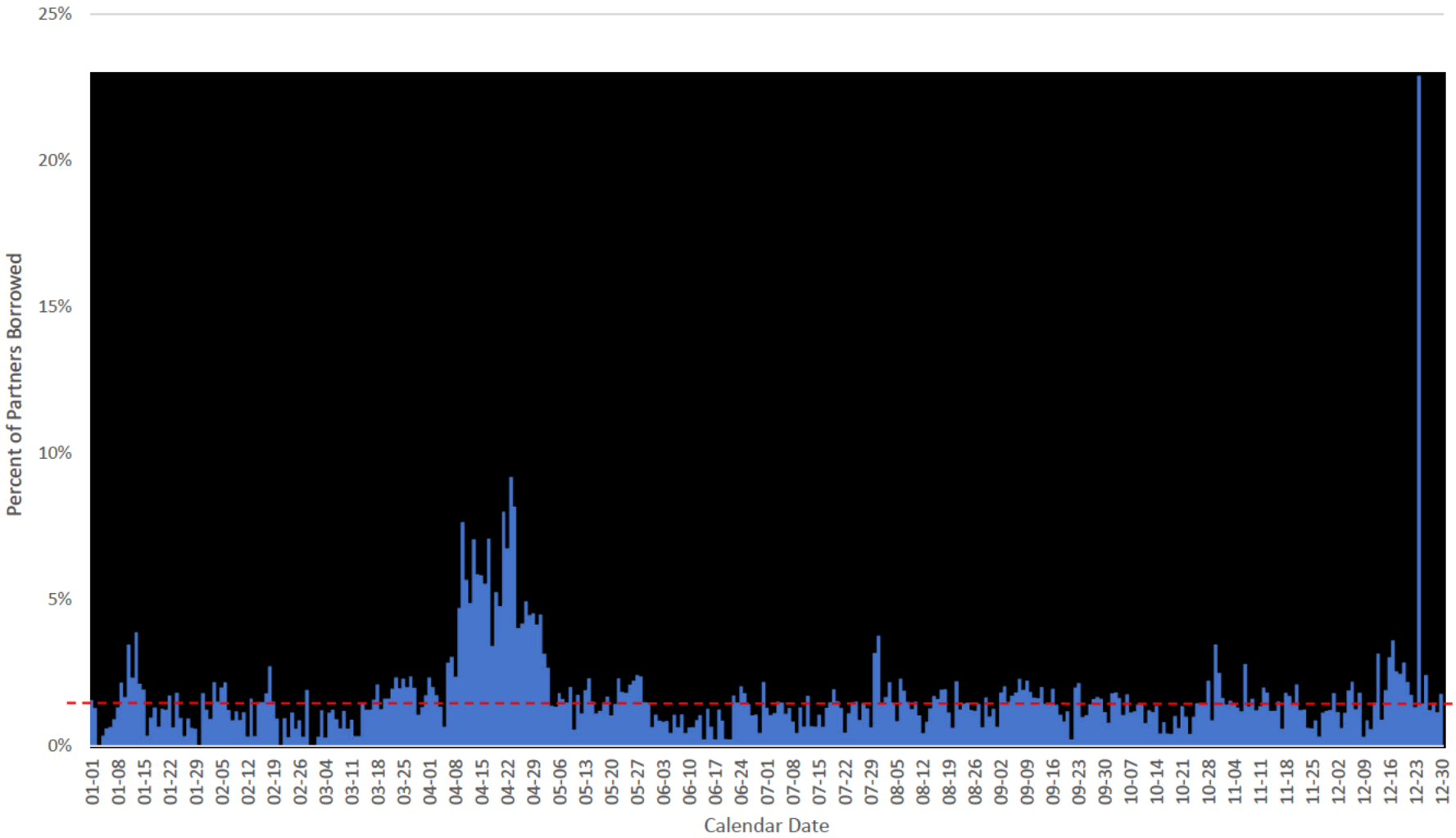
April 29, 2019 - November 14, 2021



Note: The red dotted line indicates the overall district average of 1.5 percent of partner-days borrowed.

Average Percent of Partners Borrowed by Calendar Date - Excluding Stores Opening During the Data Period
Starbucks - District 380 - Mesa

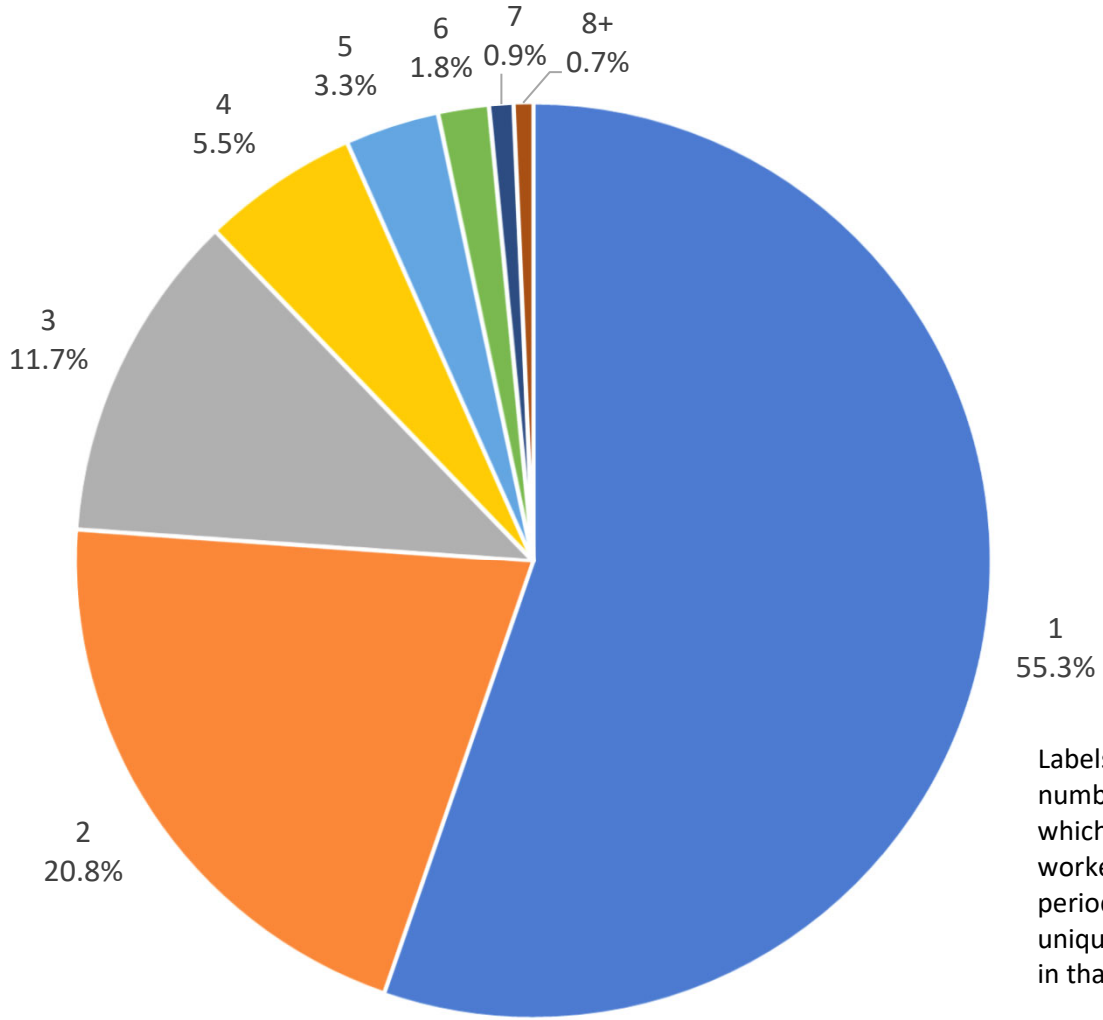
April 29, 2019 - November 14, 2021



Note: The red dotted line indicates the overall district average of 1.5 percent of partner-days borrowed.

Partners Working in Multiple Stores - Excluding Pre- or Post-Transfer Shifts
Starbucks - District 380 - Mesa

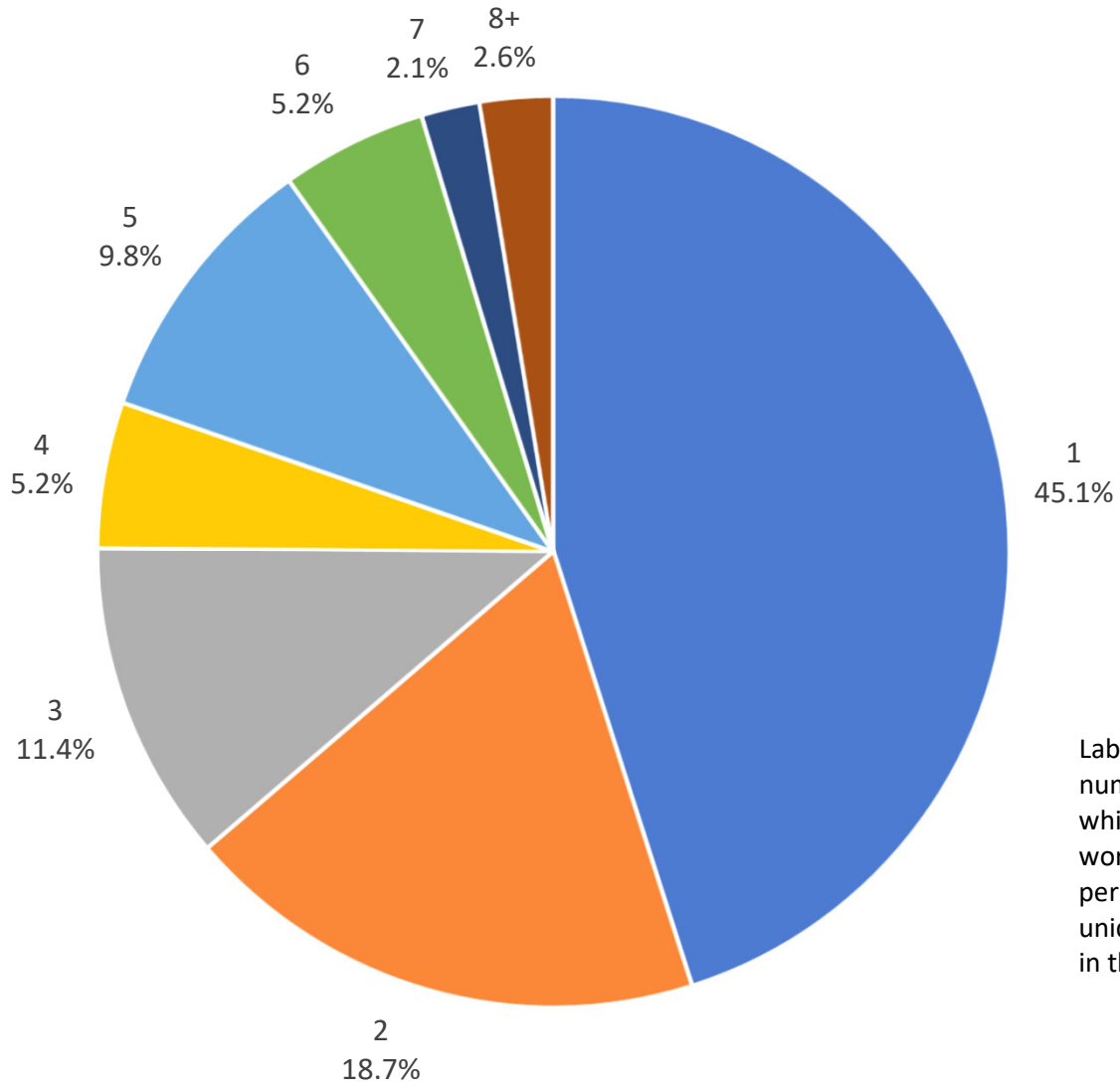
April 29, 2019 - November 14, 2021



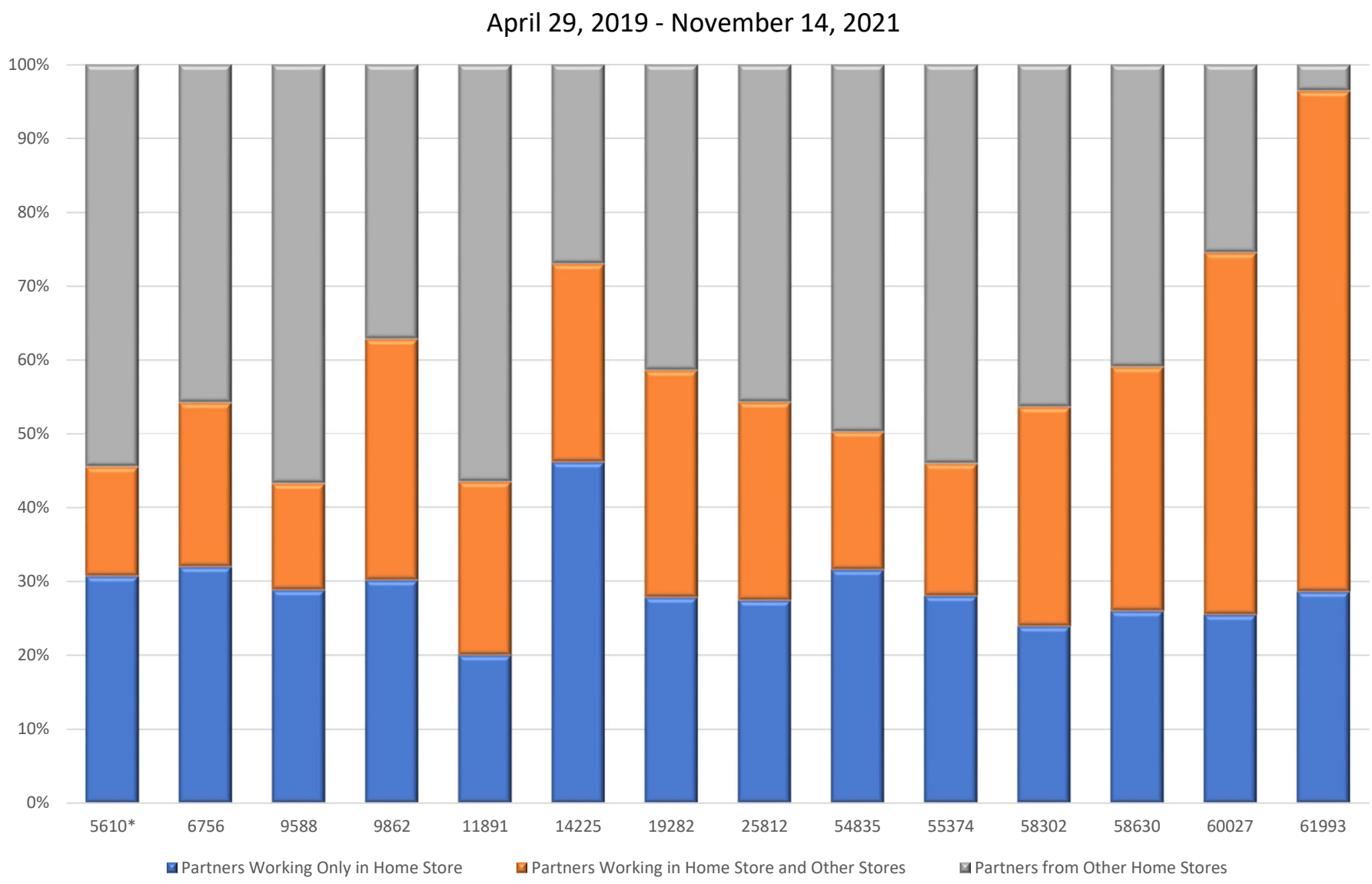
Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.

Partners Working in Multiple Stores - Excluding Pre- or Post-Transfer Shifts - Store 5610
Starbucks - District 380 - Mesa

April 29, 2019 - November 14, 2021



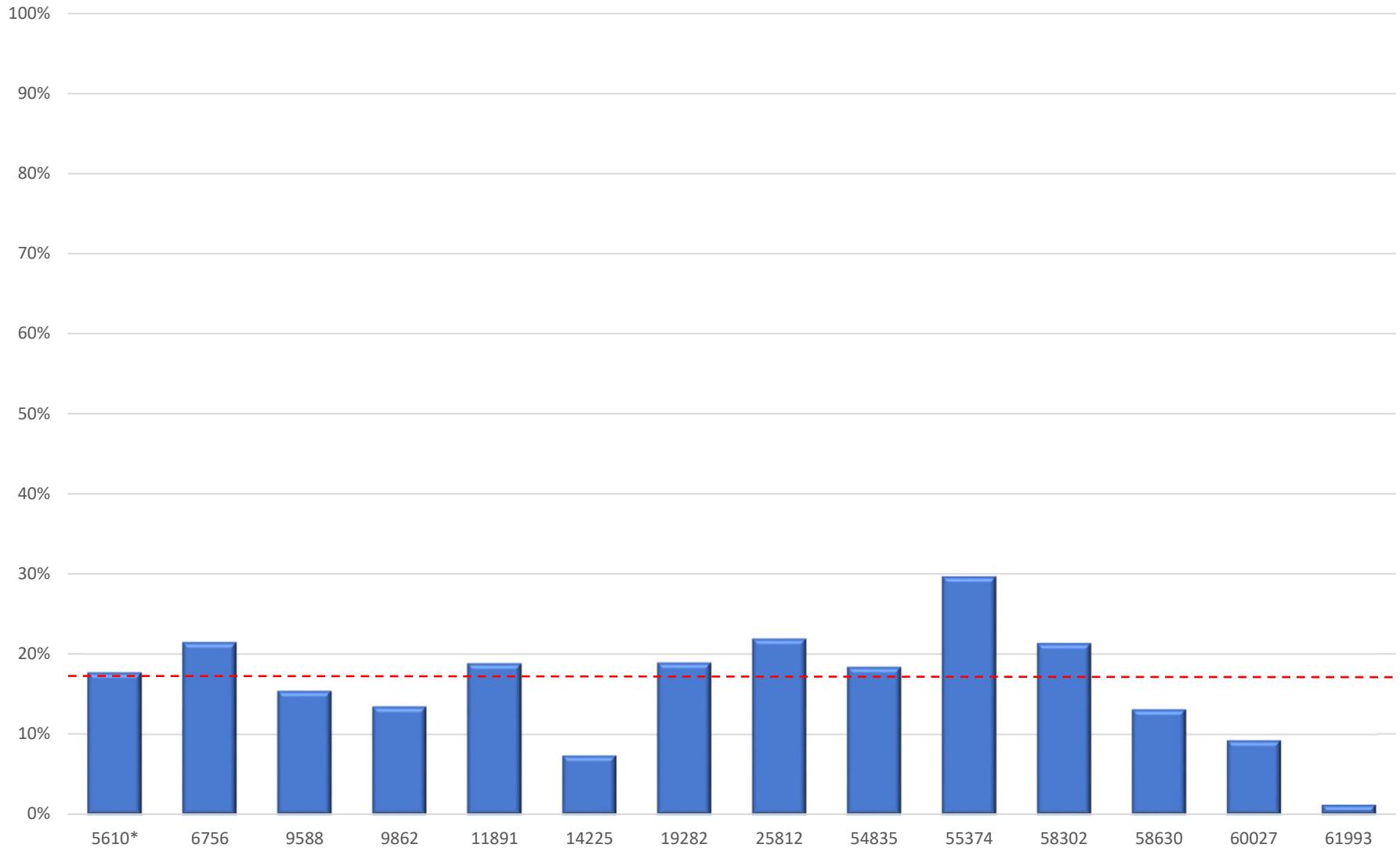
Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.



Note: A single asterisk indicates the petition store.

Store-Days Requiring at Least One Borrowed Partner - Excluding Pre- or Post-Transfer Shifts
Starbucks - District 380 - Mesa

April 29, 2019 - November 14, 2021



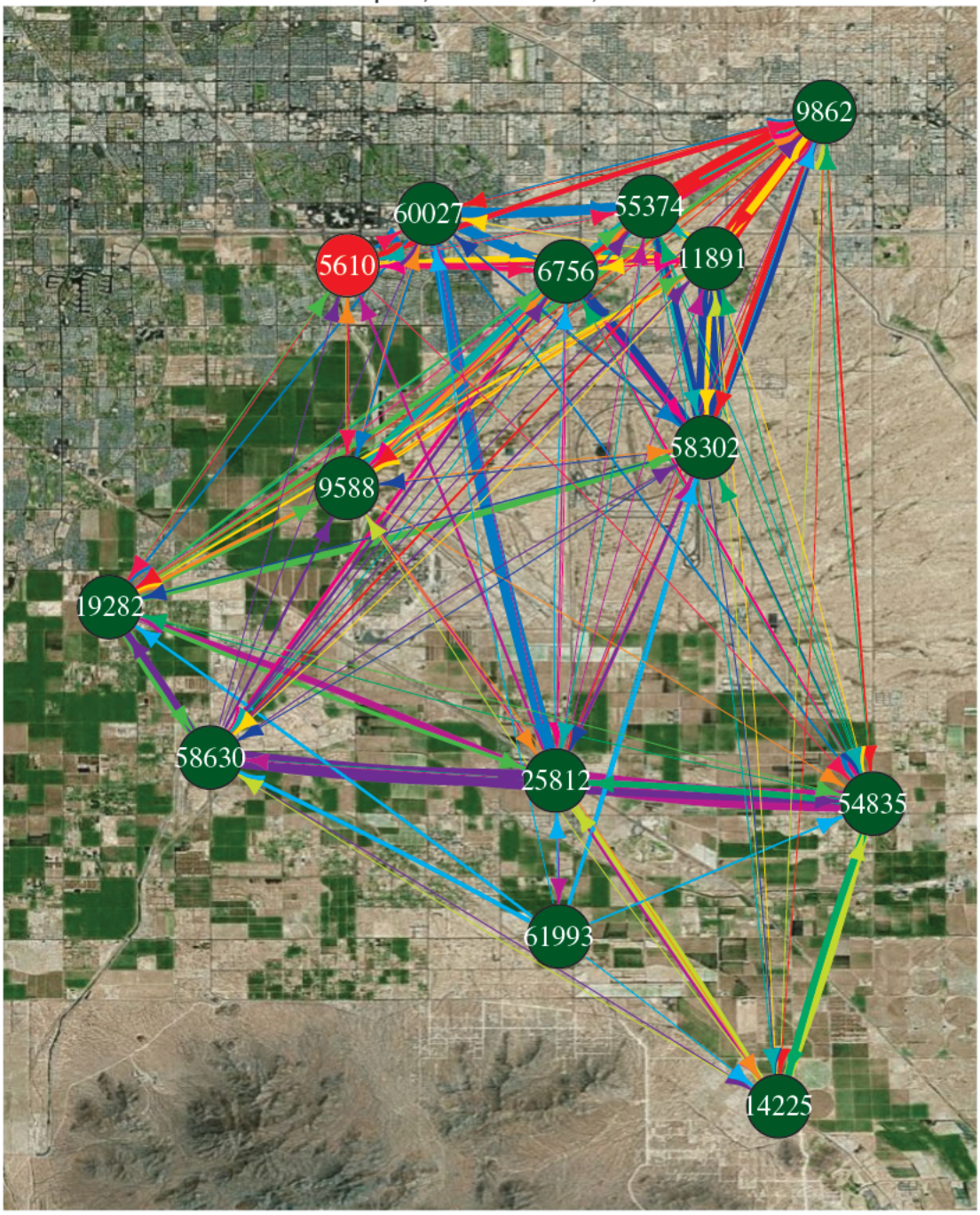
Note: The red dotted line represents the 17.9 percent of store-days requiring at least one borrowed partner across the entire district.

Borrowed Partner Network − Excluding Pre or Post Transfer Shifts

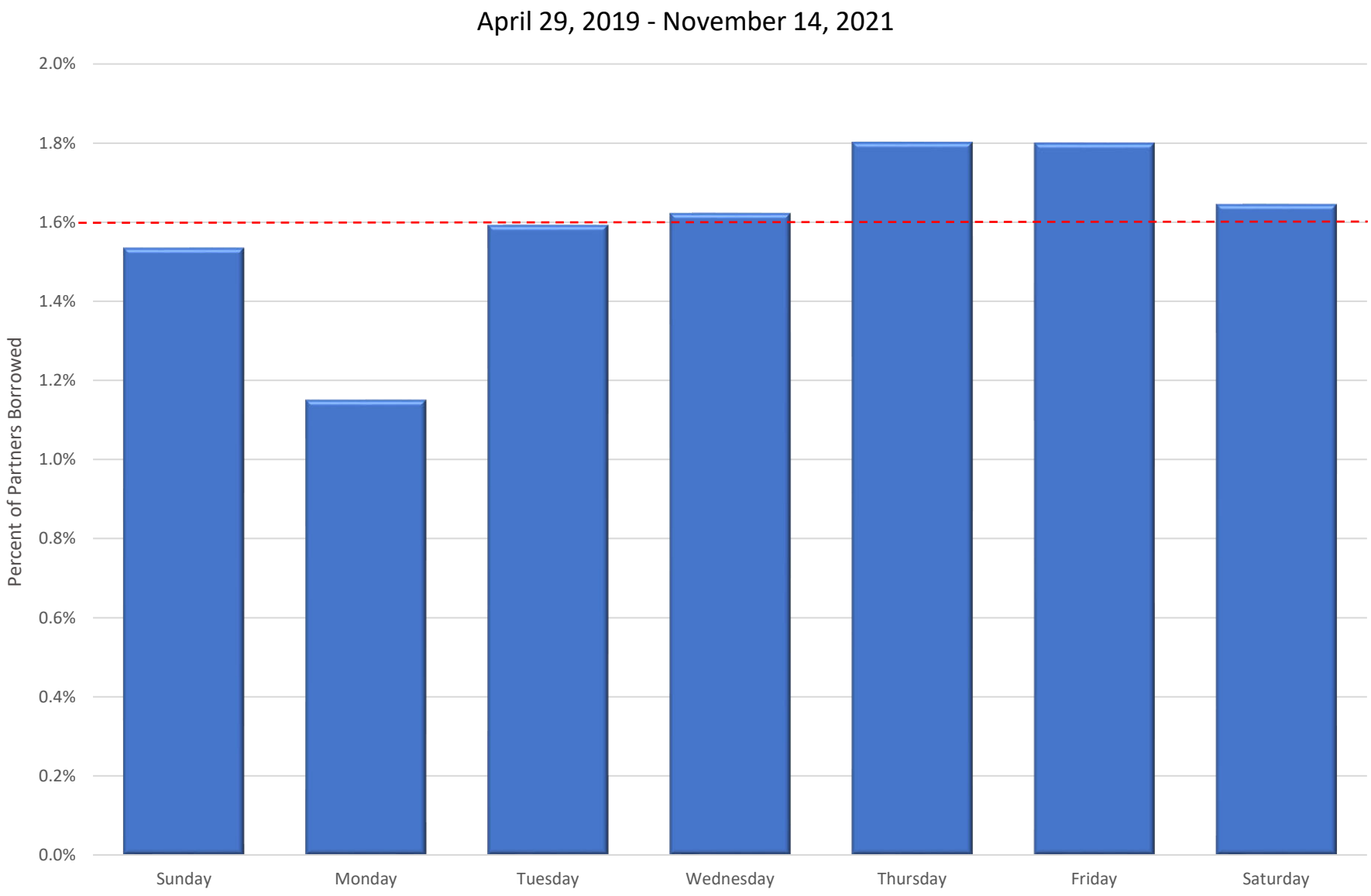
Starbucks − District 380 − Mesa

(Number of Stores:14)

April 29, 2019 − November 14, 2021



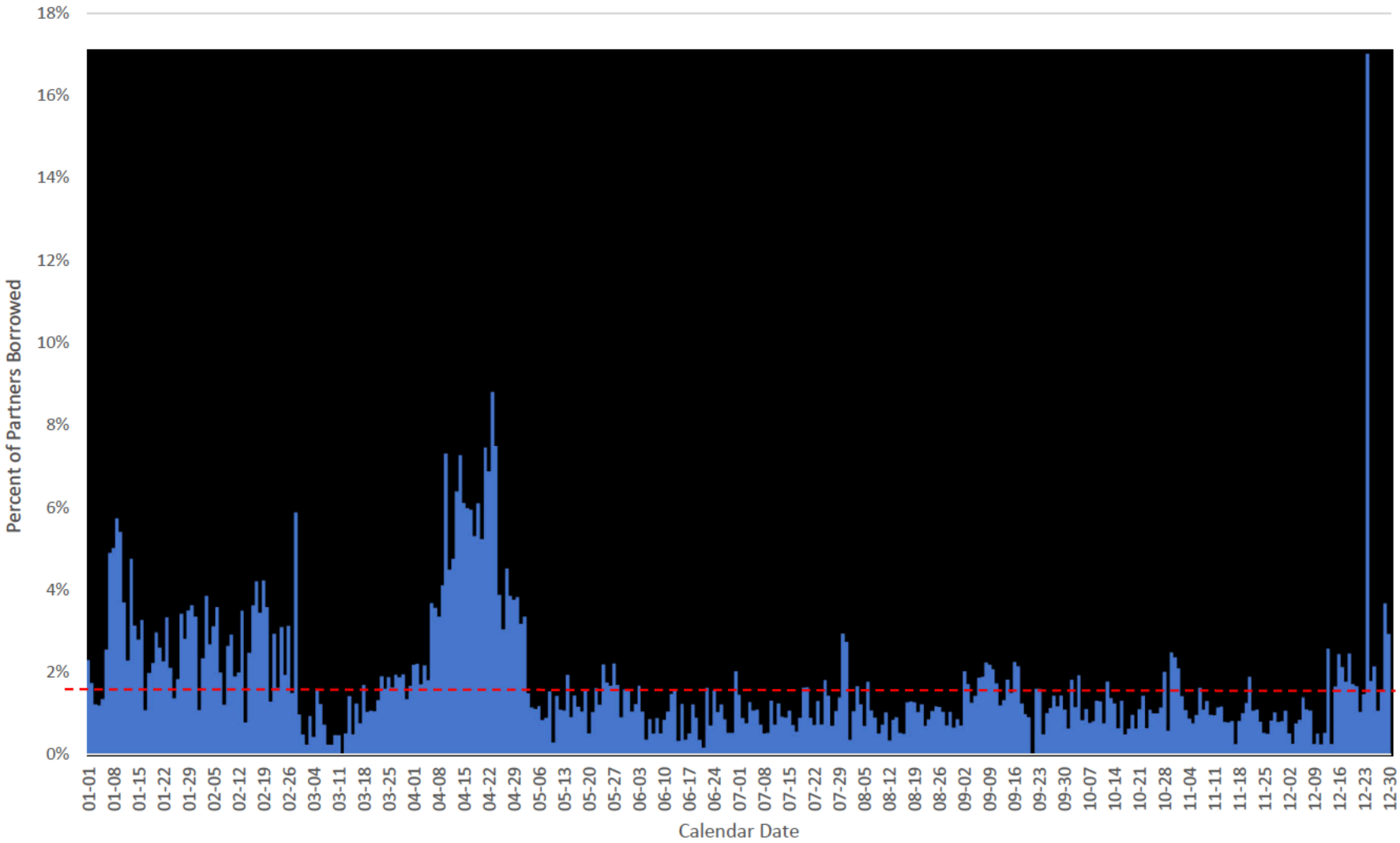
Note: Connections represent borrowed partners across stores. The width of each connection represents the number of borrowed partner−days during the data period. During this period 17.9 percent of store days had at least one borrowed partner.



Note: The red dotted line indicates the overall district average of 1.6 percent of partner-days borrowed.

Average Percent of Partners Borrowed by Calendar Date - Excluding Pre- or Post-Transfer Shifts
Starbucks - District 380 - Mesa

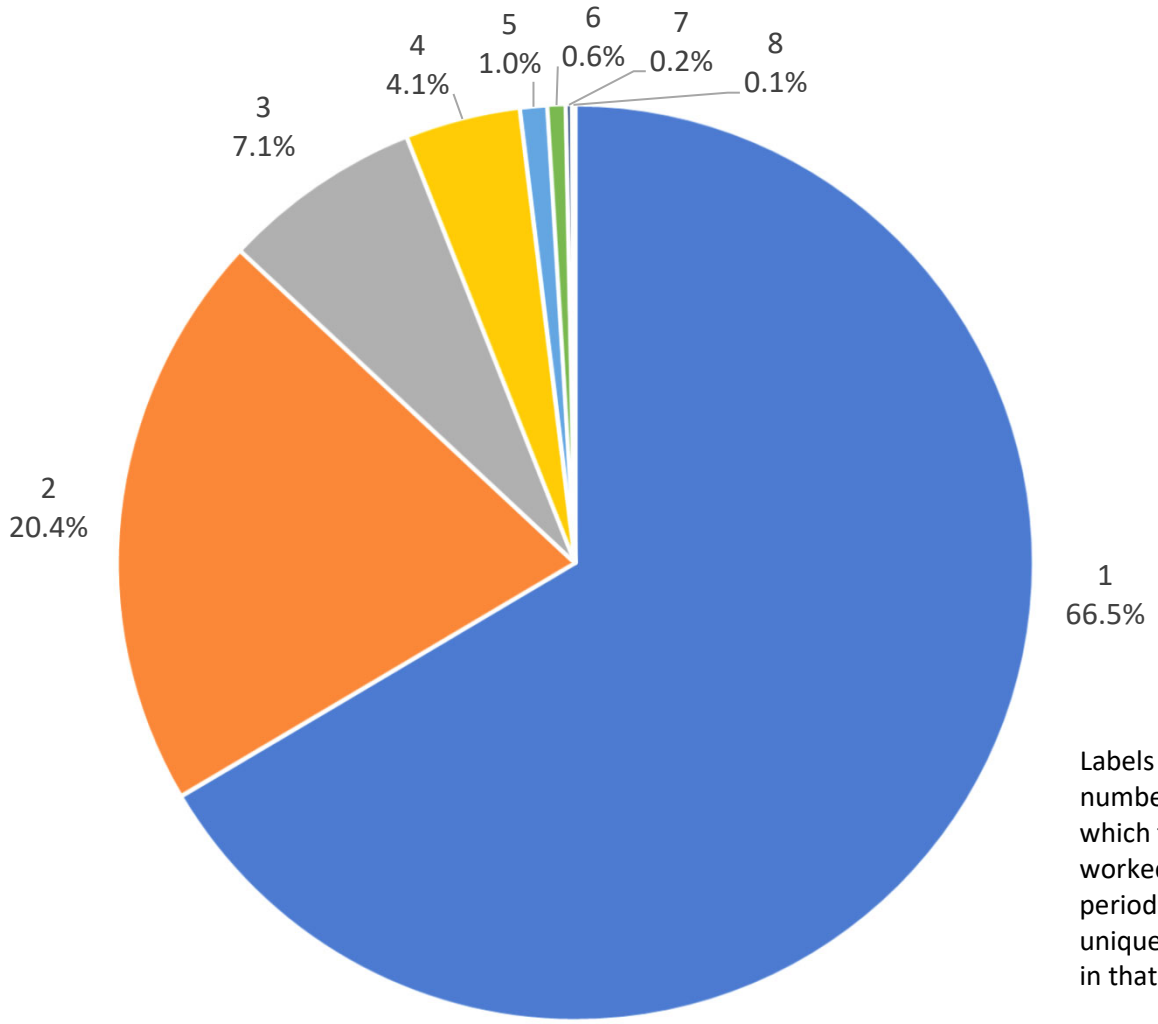
April 29, 2019 - November 14, 2021



Note: The red dotted line indicates the overall district average of 1.6 percent of partner-days borrowed.

Partners Working in Multiple Stores - Partners with a Single Home Store
Starbucks - District 380 - Mesa

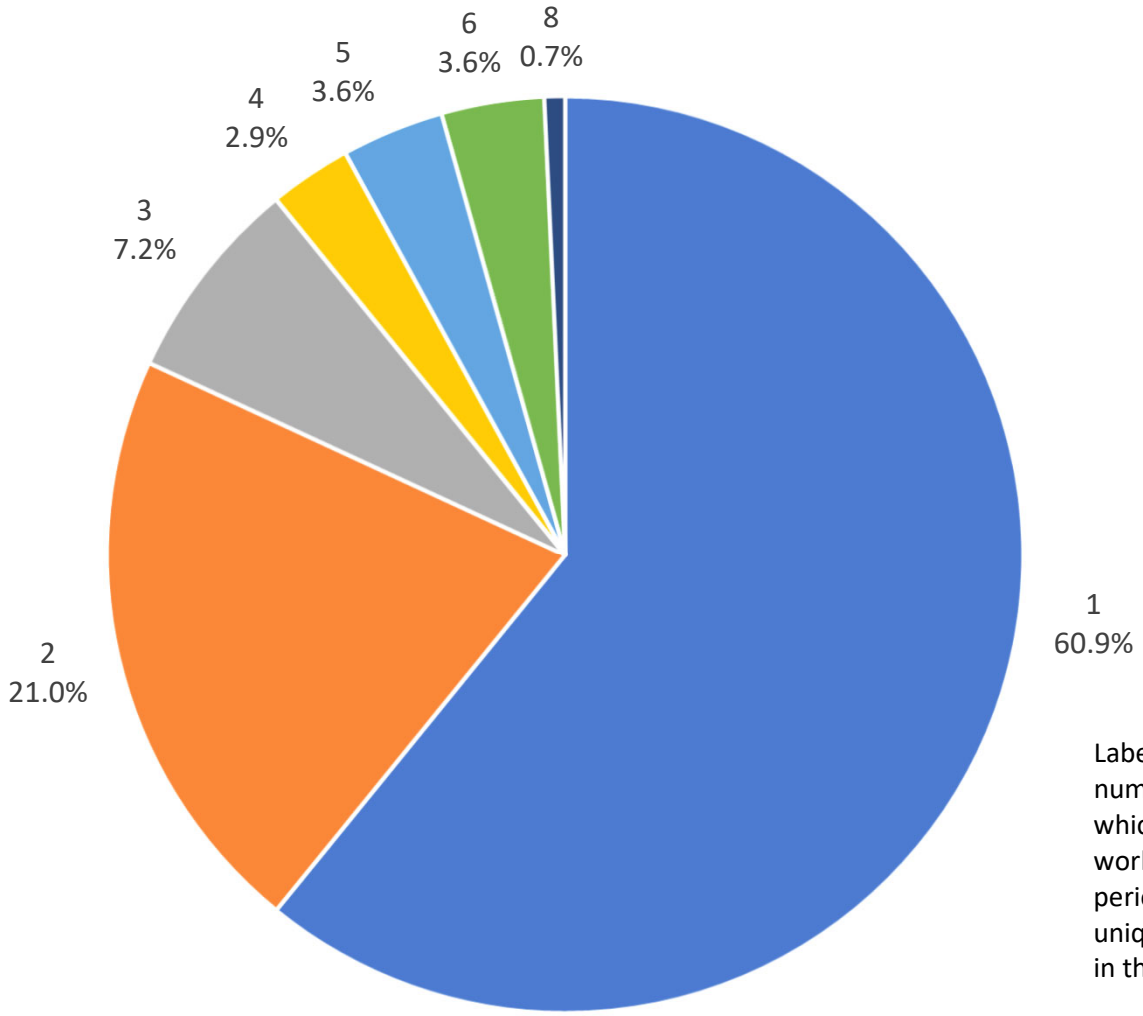
April 29, 2019 - November 14, 2021



Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.

Partners Working in Multiple Stores - Partners with a Single Home Store - Store 5610
Starbucks - District 380 - Mesa

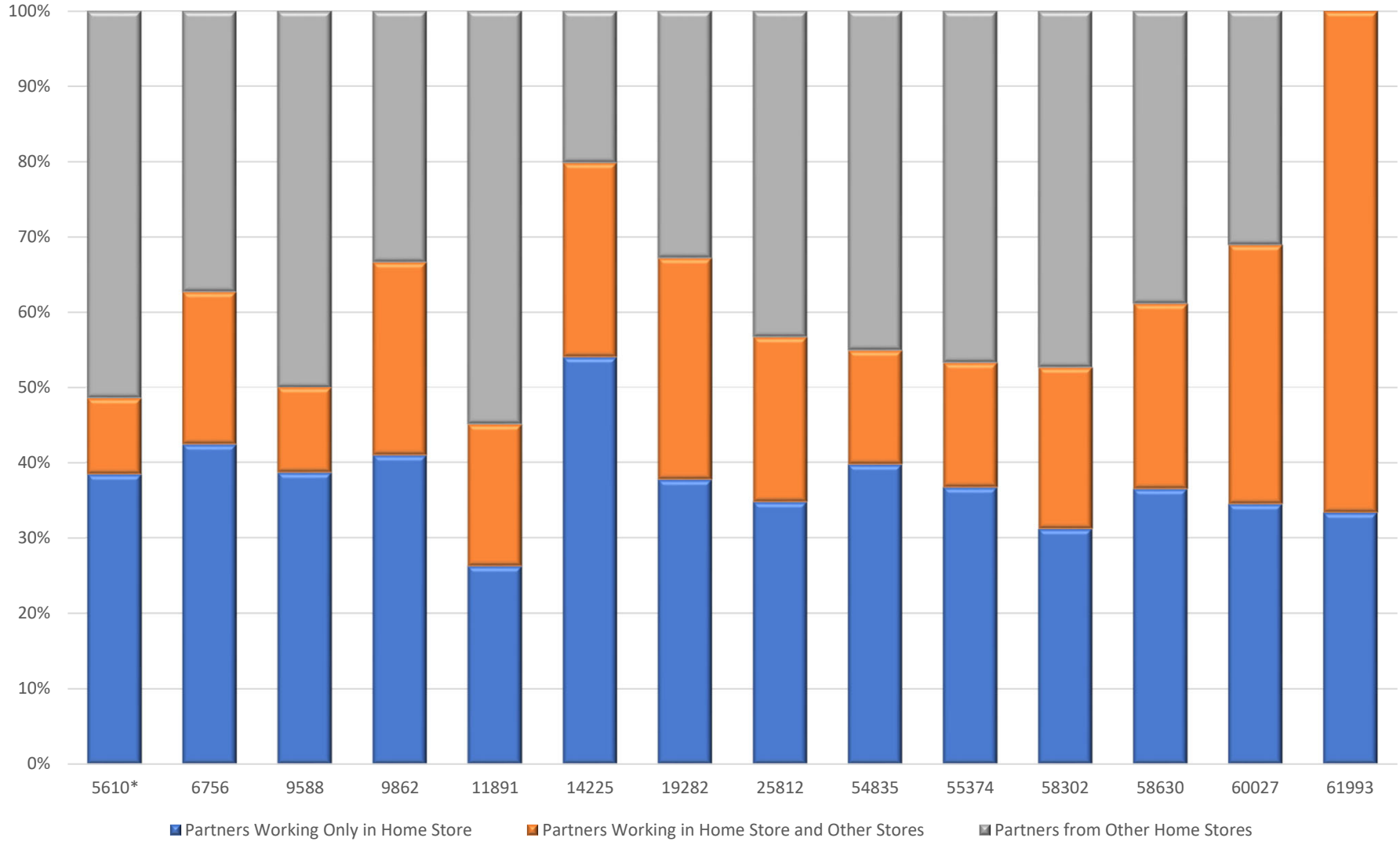
April 29, 2019 - November 14, 2021



Labels indicate the number of stores in which the partner worked over the data period and the percent of unique partners working in that number of stores.

Partners Working in Each Store - Partners with a Single Home Store
Starbucks - District 380 - Mesa

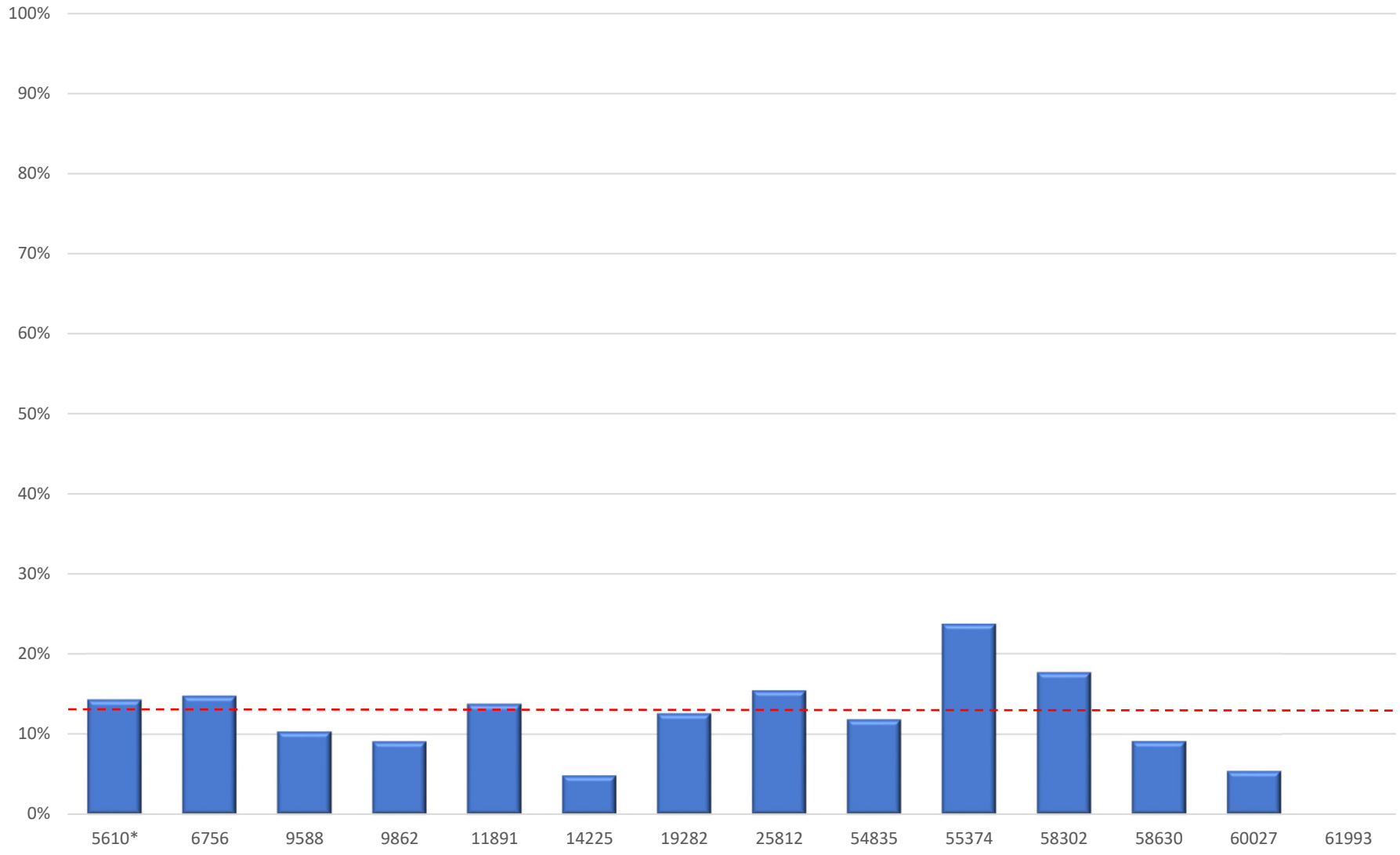
April 29, 2019 - November 14, 2021



Note: A single asterisk indicates the petition store.

Store-Days Requiring at Least One Borrowed Partner - Partners with a Single Home Store
Starbucks - District 380 - Mesa

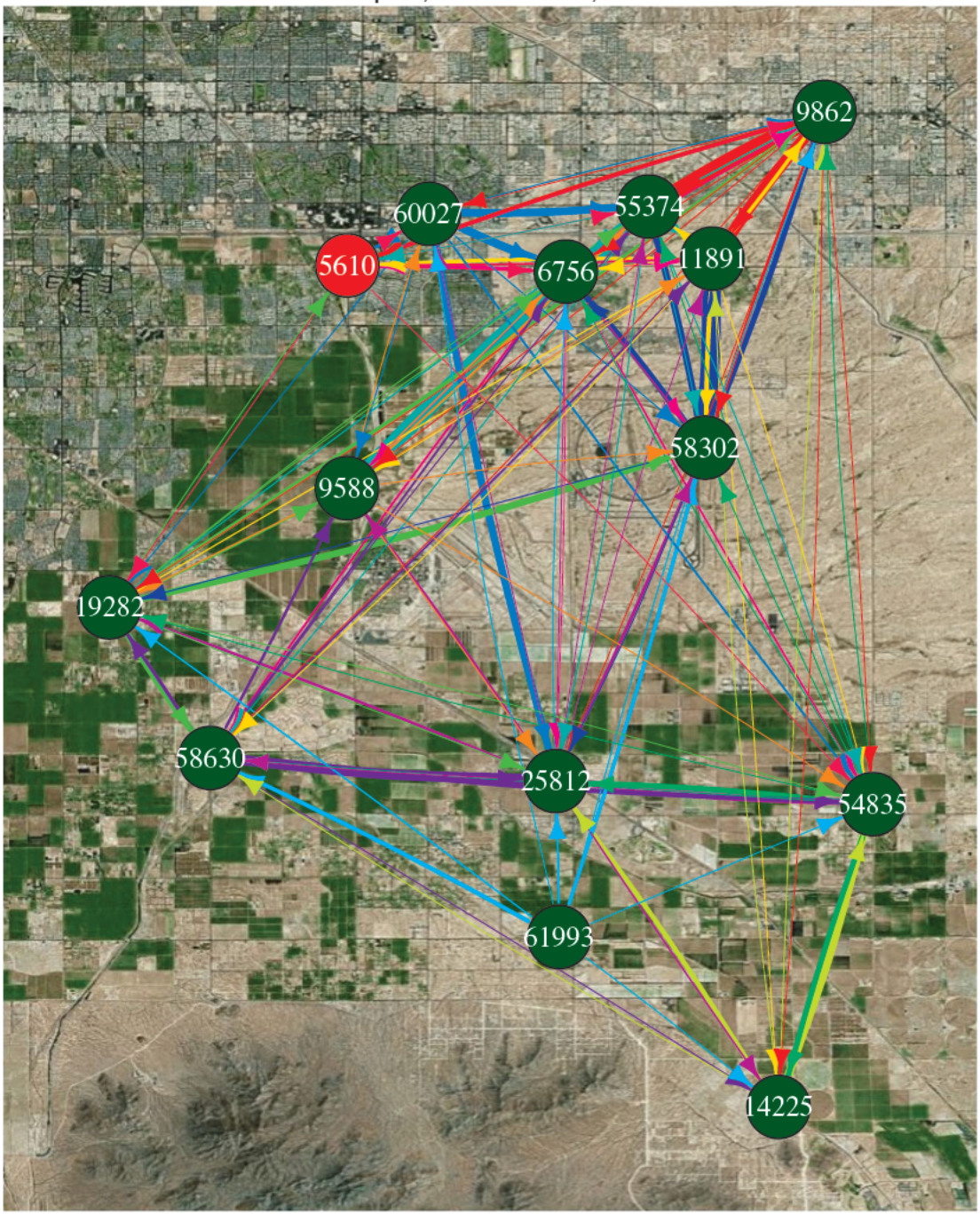
April 29, 2019 - November 14, 2021



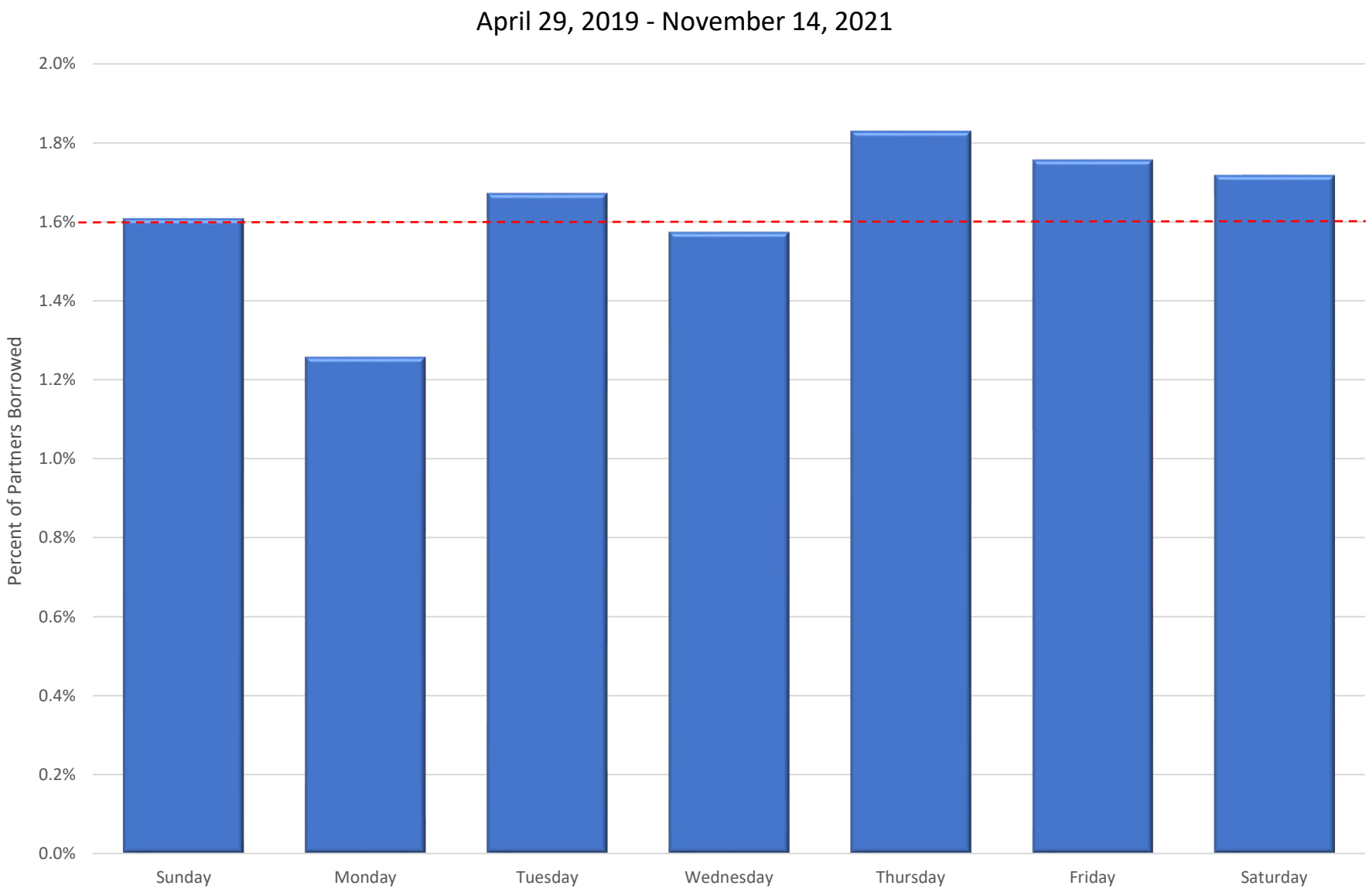
Note: The red dotted line represents the 12.8 percent of store-days requiring at least one borrowed partner across the entire district.

Borrowed Partner Network – Partners with a Single Home Store
Starbucks – District 380 – Mesa
(Number of Stores:14)

April 29, 2019 – November 14, 2021



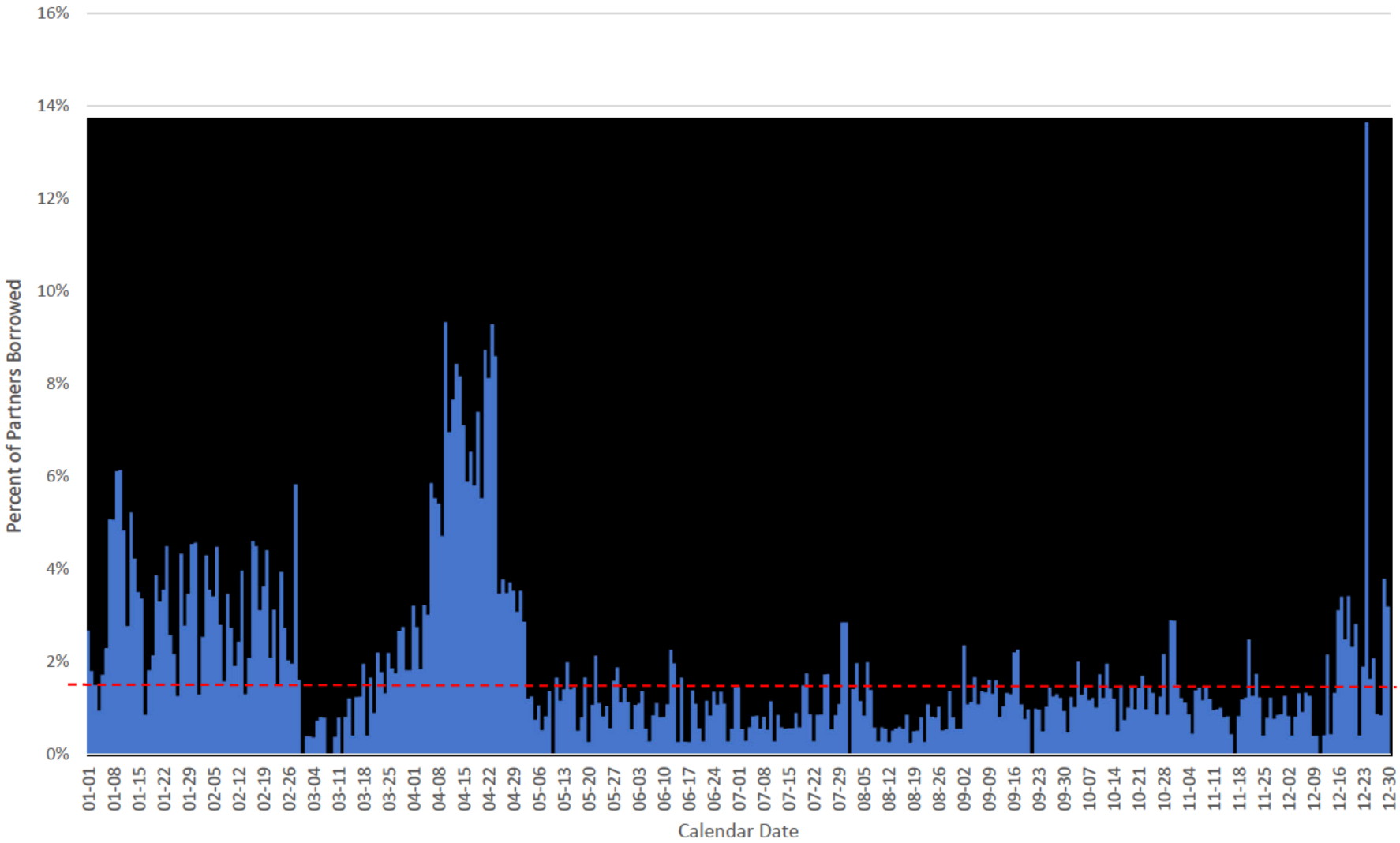
Note: Connections represent borrowed partners across stores. The width of each connection represents the number of borrowed partner–days during the data period. During this period 12.9 percent of store days had at least one borrowed partner.



Note: The red dotted line indicates the overall district average of 1.6 percent of partner-days borrowed.

Average Percent of Partners Borrowed by Calendar Date - Partners with a Single Home Store
Starbucks - District 380 - Mesa

April 29, 2019 - November 14, 2021



Note: The red dotted line indicates the overall district average of 1.6 percent of partner-days borrowed.

worked_st	n_caldays	n_caldays_pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_
2837								
2914								
3287								
5340								
5377								
5448								
5560								
5656								
5672								
5898								
5966								
5974								
6498								
6534								
6560								
6635								
6682								
6722								
6885								
6955								
6966								
8901								
8975								
9413								
9996								
10330								
10539								
10589								
11517								
11889								
11984								
13742								
14378								
14520								
16303								
17721								
18890								
19127								
20381								
23634								
27594								
29379								
48576								
48577								
53866								
55464								

55673									
56887									
58300									
5610	931	223	0	15430	363	0	193	119	1
6756	917	253	0	13400	340	0	180	94	1
9588	920	209	0	9667	308	0	148	87	1
9862	912	159	0	12408	197	0	165	69	0
11891	923	248	0	14130	479	0	190	122	1
14225	906	130	0	18580	155	0	159	51	0
19282	925	307	0	18340	397	0	197	95	0
25812	922	261	0	18297	389	0	212	110	1
54835	924	194	0	18244	360	0	200	104	1
55374	898	356	0	14580	492	0	230	133	1
58302	665	177	0	10975	266	0	158	82	1
58630	693	148	0	12503	222	0	142	70	0
60027	237	56	0	3087	60	0	57	17	0
61993	79	15	0	1152	15	0	41	3	0

n_emps_l	pct_emps	n_emps_h	pct_emps	n_emps_o	pct_emps	n_hours	n_hours_b	pct_hours_b
1		1		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
3		3		0	0			
2		2		0	0			
2		2		0	0			
1		1		0	0			
6		6		0	0			
1		1		0	0			
5		5		0	0			
1		1		0	0			
2		2		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
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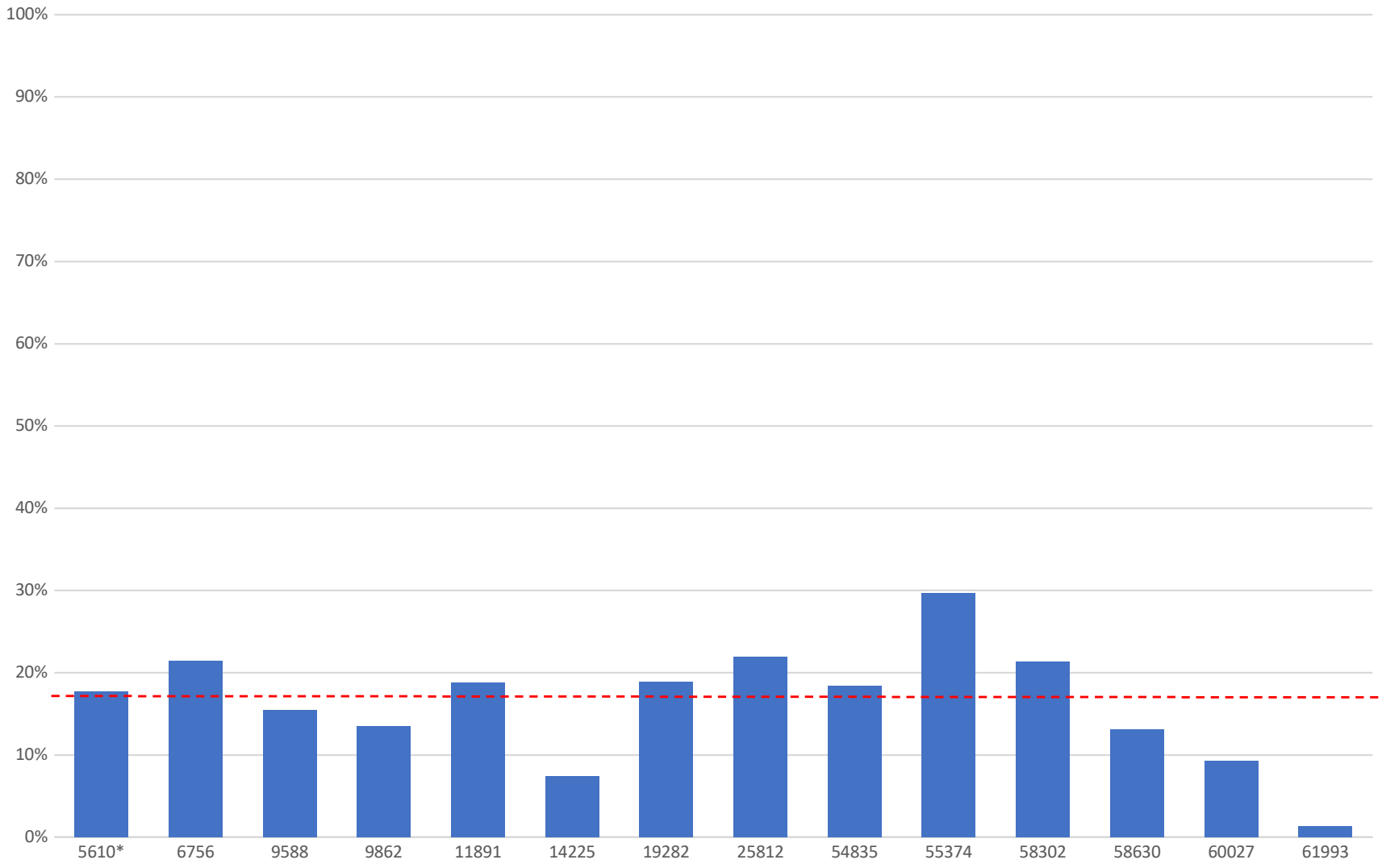
22		22		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			

1		1		0	0			
5		5		0	0			
1		1		0	0			
33	0	97	1	54	1	83708	1736	0
44	0	106	1	53	1	75652	1753	0
28	0	77	1	36	0	54621	1698	0
56	0	109	1	47	0	70656	1012	0
49	0	93	0	35	0	76963	2344	0
45	0	118	1	70	1	101184	884	0
58	0	127	1	47	0	97940	1984	0
61	0	125	1	54	0	100081	2013	0
44	0	107	1	59	1	95470	1728	0
46	0	118	1	58	0	78606	2604	0
52	0	94	1	33	0	60898	1368	0
48	0	93	1	33	0	70592	1135	0
26	0	44	1	13	0	17340	368	0
23	1	40	1	8	0	6069	98	0

Store-Days Requiring at Least One Borrowed Partner - Excluding Pre- or Post-Transfer Shifts Starbucks - District 380 - Mesa
April 29, 2019 - November 14, 2021



Note: The red dotted line represents the 17.9 percent of store-days requiring at least one borrowed partner across the entire district.

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_
5377									
5448									
5560									
5656									
5672									
5898									
5966									
6498									
6560									
6635									
6722									
6955									
8975									
9413									
9996									
10539									
11889									
11984									
13742									
14378									
14520									
18890									
20381									
23634									
29379									
48576									
48577									
53866									
56887									
5610	931	133	0	10246	191	0	138	71	1
6756	900	133	0	8743	153	0	117	44	0
9588	912	94	0	5596	152	0	88	44	1
9862	903	82	0	6904	95	0	105	35	0
11891	923	127	0	9394	245	0	122	67	1
14225	903	44	0	16485	53	0	124	25	0
19282	923	116	0	10947	122	0	122	40	0
25812	908	140	0	11645	191	0	140	61	0
54835	923	109	0	11935	147	0	131	59	0
55374	895	212	0	10247	263	0	150	70	0
58302	634	112	0	3999	141	0	93	44	0
58630	680	62	0	5913	91	0	85	33	0
60027	203	11	0	1166	14	0	29	9	0
61993	64			346			12		

n_emps_l	pct_emps	n_emps_h	pct_emps	n_emps_o	pct_emps	n_hours	n_hours_b	pct_hours_b
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1		1		0	0			
2		2		0	0			
1		1		0	0			
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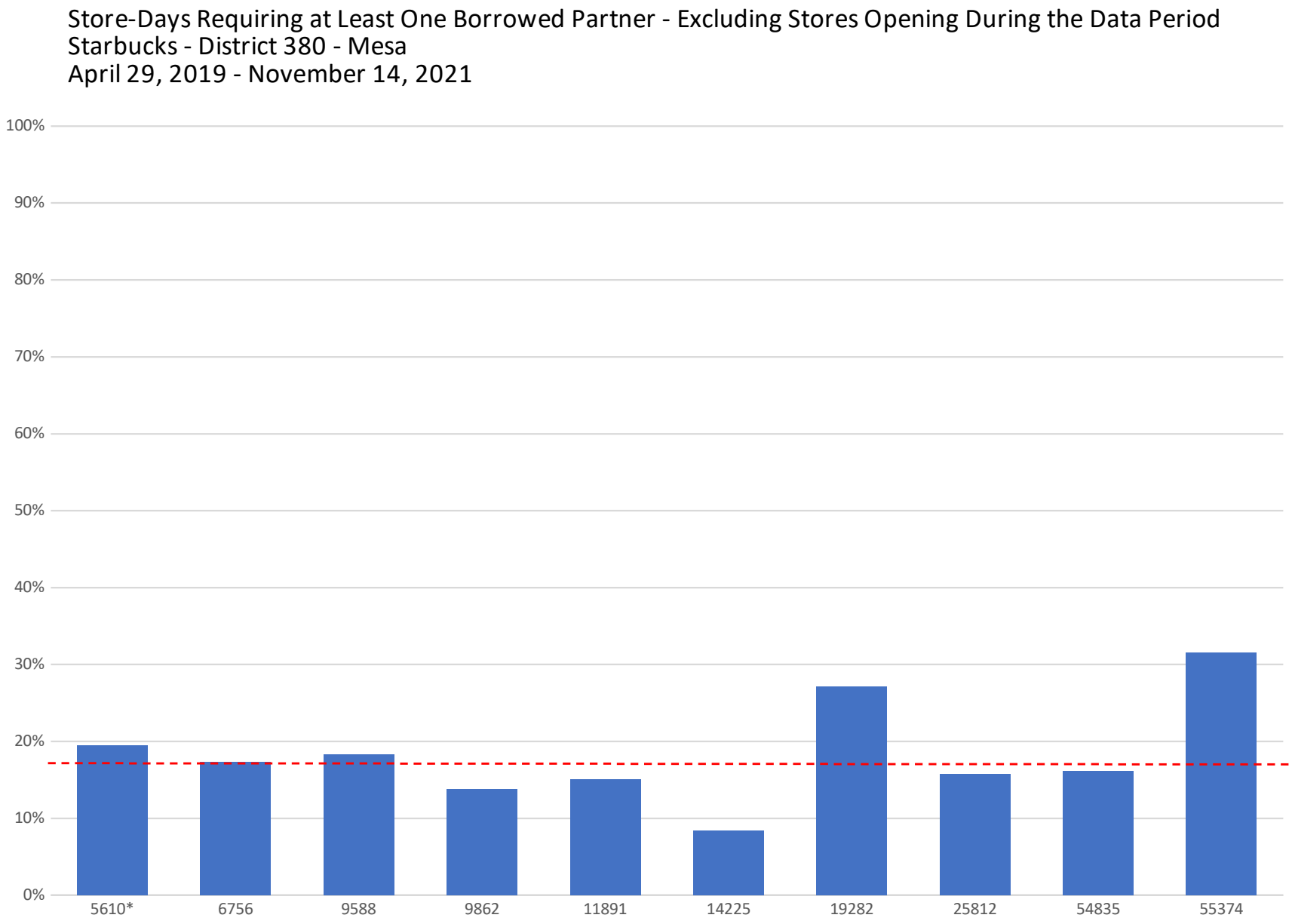
2		2		0	0			
13		13		0	0			
1		1		0	0			
1		1		0	0			
5		5		0	0			
14	0	67	0	53	1	53534	894	0
24	0	74	1	50	1	47941	749	0
10	0	44	1	34	1	29798	871	0
27	0	70	1	43	1	37962	476	0
23	0	55	0	32	1	50484	1100	0
32	0	99	1	67	1	88741	281	0
36	0	82	1	46	1	56447	589	0
31	0	80	1	49	1	61095	944	0
20	0	72	1	52	1	60217	684	0
25	0	80	1	55	1	53505	1428	0
20	0	49	1	29	1	20075	724	0
21	0	52	1	31	1	31277	440	0
10	0	20	1	10	1	5977	69	0
8	1	12	1	4	0	1809		



Note: The red dotted line represents the 18.3 percent of store-days requiring at least one borrowed partner across the entire district.

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_
5377									
5448									
5560									
5656									
5672									
5898									
5966									
6498									
6560									
6635									
6722									
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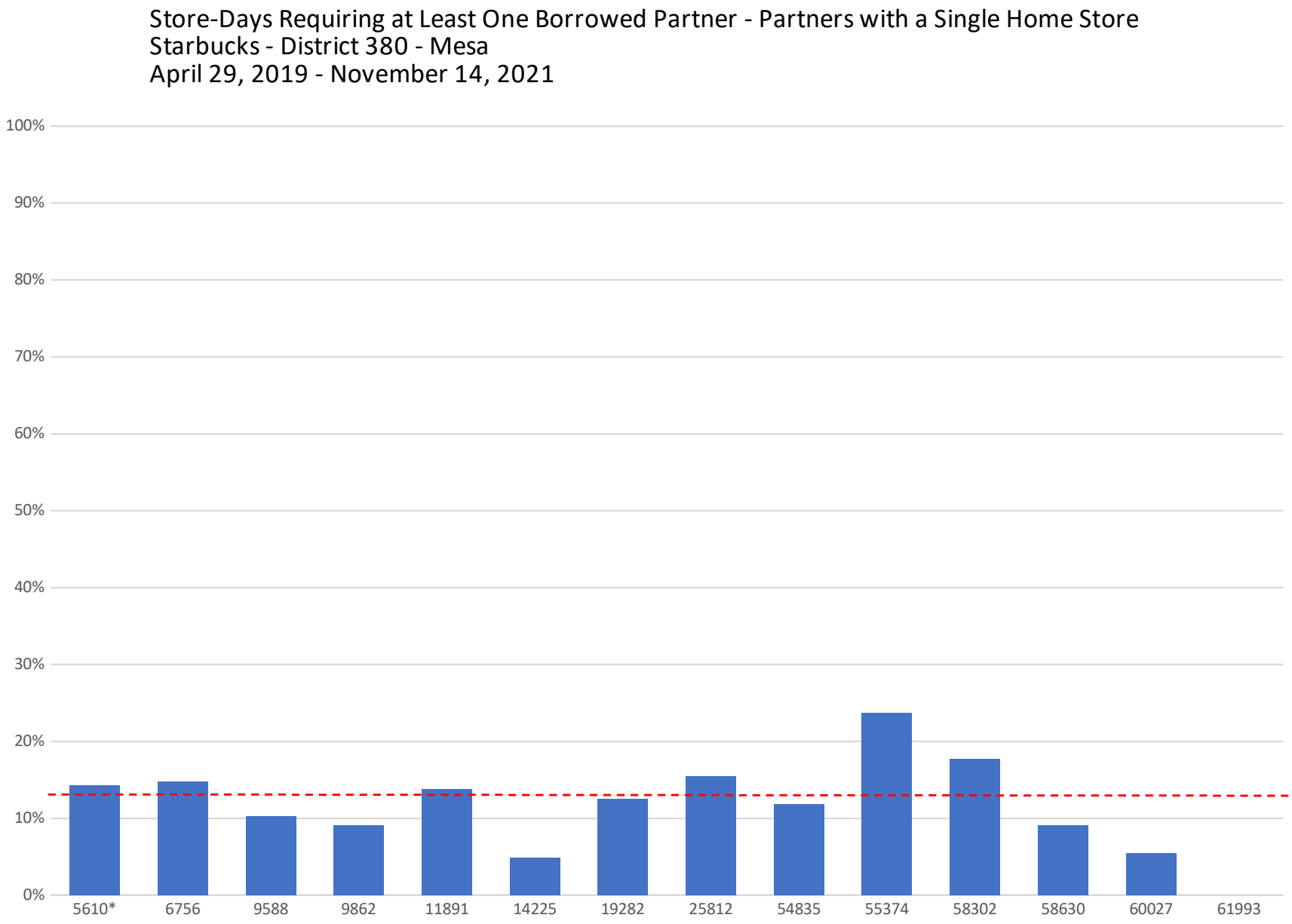
18890									
20381									
23634									
29379									
48576									
48577									
53866									
56887									
5610	931	133	0	10246	191	0	138	71	1
6756	900	133	0	8743	153	0	117	44	0
9588	912	94	0	5596	152	0	88	44	1
9862	903	82	0	6904	95	0	105	35	0
11891	923	127	0	9394	245	0	122	67	1
14225	903	44	0	16485	53	0	124	25	0
19282	923	116	0	10947	122	0	122	40	0
25812	908	140	0	11645	191	0	140	61	0
54835	923	109	0	11935	147	0	131	59	0
55374	895	212	0	10247	263	0	150	70	0
58302	634	112	0	3999	141	0	93	44	0
58630	680	62	0	5913	91	0	85	33	0
60027	203	11	0	1166	14	0	29	9	0
61993	64			346			12		

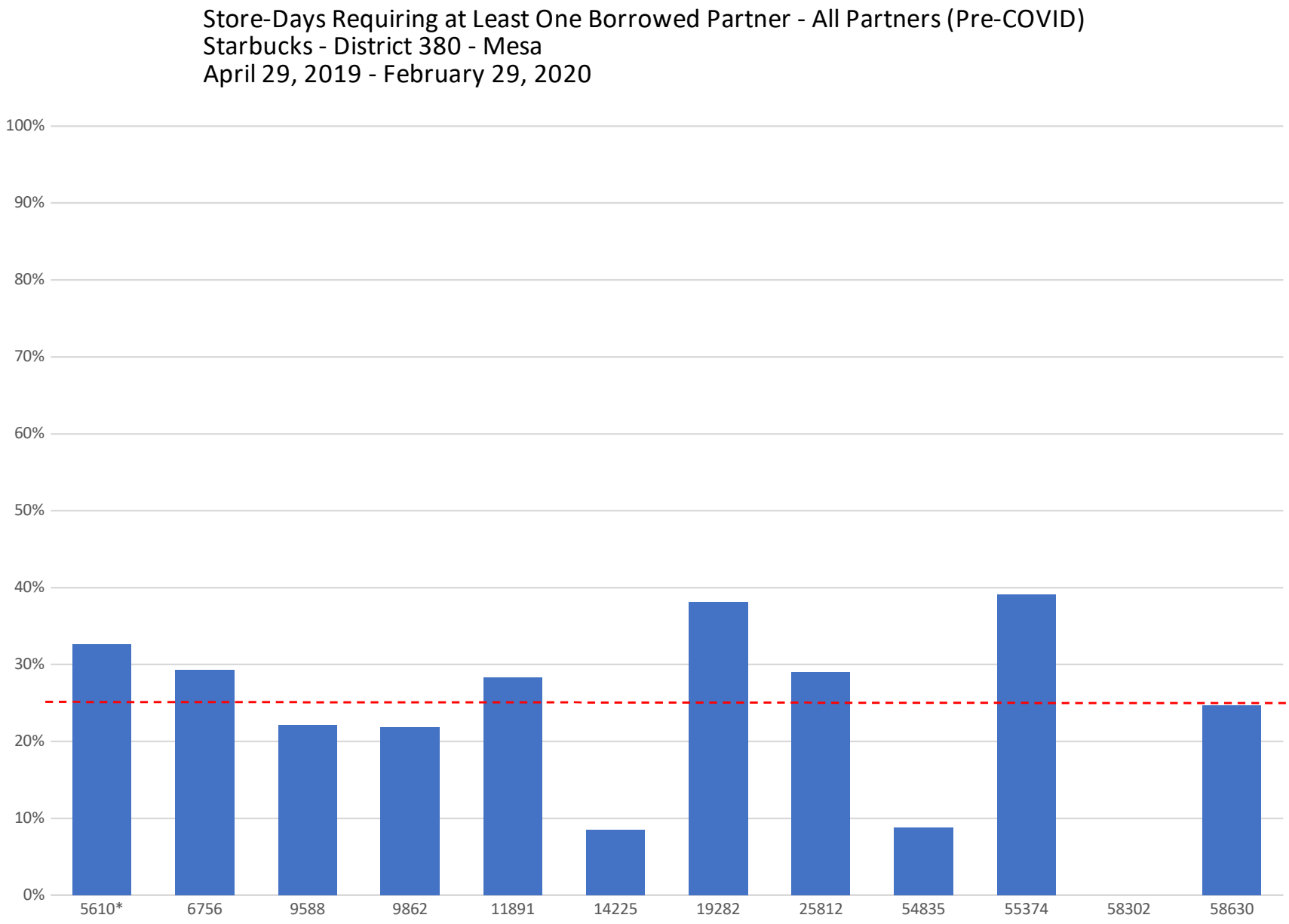
n_emps_l	pct_emps	n_emps_h	pct_emps	n_emps_o	pct_emps	n_hours	n_hours_b	pct_hours_b
2		2		0	0			
1		1		0	0			
2		2		0	0			
1		1		0	0			
4		4		0	0			
1		1		0	0			
4		4		0	0			
2		2		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
3		3		0	0			
2		2		0	0			
7		7		0	0			
1		1		0	0			
1		1		0	0			
2		2		0	0			
3		3		0	0			
6		6		0	0			
6		6		0	0			
1		1		0	0			
2		2		0	0			
1		1		0	0			
1		1		0	0			
2		2		0	0			
13		13		0	0			
1		1		0	0			
1		1		0	0			
5		5		0	0			
14	0	67	0	53	1	53534	894	0
24	0	74	1	50	1	47941	749	0
10	0	44	1	34	1	29798	871	0
27	0	70	1	43	1	37962	476	0
23	0	55	0	32	1	50484	1100	0
32	0	99	1	67	1	88741	281	0
36	0	82	1	46	1	56447	589	0
31	0	80	1	49	1	61095	944	0
20	0	72	1	52	1	60217	684	0
25	0	80	1	55	1	53505	1428	0
20	0	49	1	29	1	20075	724	0
21	0	52	1	31	1	31277	440	0
10	0	20	1	10	1	5977	69	0
8	1	12	1	4	0	1809		



Note: The red dotted line represents the 12.8 percent of store-days requiring at least one borrowed partner across the entire district.

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_
3287									
5377									
5448									
5560									
5656									
5672									
5898									
5966									
6498									
6560									
6635									
6722									
6885									
6955									
8975									
9413									
9996									
10539									
11889									
11984									
13742									
14378									
14520									
18890									
19127									
20381									
23634									
29379									
48576									
48577									
53866									
56887									
5610	931	165	0	15316	249	0	193	96	0
6756	917	197	0	13325	265	0	179	76	0
9588	920	142	0	9583	224	0	148	71	0
9862	912	123	0	12368	157	0	165	58	0
11891	923	174	0	14001	350	0	189	99	1
14225	906	67	0	18507	82	0	159	41	0
19282	925	175	0	18150	207	0	196	70	0
25812	922	202	0	18223	315	0	212	90	0
54835	924	170	0	18176	292	0	200	93	0
55374	898	266	0	14450	362	0	230	112	0
58302	665	142	0	10898	189	0	158	64	0
58630	693	91	0	12429	148	0	142	52	0
60027	237	22	0	3053	26	0	57	13	0
61993	78	1	0	1138	1	0	41	1	0

n_emps_l	pct_emps	n_emps_h	pct_emps	n_emps_o	pct_emps	n_hours	n_hours_b	pct_hours_b
1		1		0	0			
2		2		0	0			
1		1		0	0			
2		2		0	0			
1		1		0	0			
4		4		0	0			
1		1		0	0			
4		4		0	0			
2		2		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
3		3		0	0			
2		2		0	0			
8		8		0	0			
1		1		0	0			
1		1		0	0			
2		2		0	0			
3		3		0	0			
6		6		0	0			
7		7		0	0			
2		2		0	0			
2		2		0	0			
1		1		0	0			
1		1		0	0			
3		3		0	0			
2		2		0	0			
17		17		0	0			
1		1		0	0			
1		1		0	0			
5		5		0	0			
26	0	97	1	54	1	83160	1189	0
37	0	105	1	53	1	75239	1339	0
18	0	77	1	36	0	54156	1234	0
51	0	107	1	47	0	70451	807	0
41	0	91	0	35	0	76251	1632	0
41	0	118	1	70	1	100746	446	0
52	0	126	1	47	0	96949	993	0
53	0	125	1	54	0	99643	1575	0
35	0	107	1	59	1	95140	1398	0
37	0	118	1	58	0	77956	1954	0
41	0	94	1	33	0	60511	981	0
42	0	93	1	33	0	70219	763	0
25	0	44	1	13	0	17097	124	0
19	0	40	1	8	0	5977	7	0



Note: The red dotted line represents the 25.4 percent of store-days requiring at least one borrowed partner across the entire district.

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_
5377									
5448									
5560									
5656									
5672									
5898									
5966									
6498									
6560									
6722									
6885									
6955									
6966									
8901									
9413									
9996									
10539									
10589									
11889									
11984									
13742									
14378									
14520									
16303									
17721									
18890									
19127									
23634									
27594									
29379									
48576									
55673									
56887									
5610	307	100	0	5092	154	0	103	58	1
6756	307	90	0	5014	133	0	81	33	0
9588	307	68	0	3077	83	0	70	39	1
9862	307	67	0	4253	88	0	72	23	0
11891	307	87	0	5673	205	0	104	50	0
14225	307	26	0	5926	36	0	72	17	0
19282	307	117	0	6232	158	0	87	32	0
25812	307	89	0	6418	163	0	106	49	0
54835	307	27	0	5939	36	0	70	18	0
55374	307	120	0	5000	183	0	127	71	1
58302	42			70			14		
58630	73	18	0	676	23	0	37	10	0

n_emps_l	pct_emps	n_emps_h	pct_emps	n_emps_o	pct_emps	n_hours	n_hours_b	pct_hours_b
1		1		0	0			
1		1		0	0			
2		2		0	0			
1		1		0	0			
3		3		0	0			
1		1		0	0			
5		5		0	0			
2		2		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
2		2		0	0			
1		1		0	0			
1		1		0	0			
7		7		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
2		2		0	0			
5		5		0	0			
8		8		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
3		3		0	0			
1		1		0	0			
1		1		0	0			
18		18		0	0			
1		1		0	0			
1		1		0	0			
9	0	55	1	29	1	27674	715	0
20	0	52	1	18	0	26944	662	0
5	0	35	1	20	1	17502	394	0
20	0	51	1	21	0	23376	449	0
29	0	60	1	16	0	28986	824	0
20	0	57	1	31	1	31682	176	0
18	0	64	1	26	0	34082	820	0
16	0	64	1	25	0	35533	823	0
18	0	54	1	24	0	30291	161	0
18	0	65	1	29	0	26722	863	0
18	1	20	1	1	0	442		
24	1	33	1	1	0	3428	85	0

STORE_NUMBER	STORE_NAME	**Address 1**	**Address 2**
9862	Apache Trail & Delaware	2580 W. Apache Trail	
9588	Power & Loop 202, Gilbert	4972 S. Power Road	#101
11891	Signal Butte & Hwy 60, Mesa	1923 S. Signal Butte Road	#101
14225	Hunt & Gary, Queen Creek	1757 West Hunt Hwy	Bldg D
19282	Santan Village Pkwy & Loop 202	2882 South San Tan Village	
54835	Ironwood and Ocotillo	40889 N. Ironwood Dr.	
55374	Crismon & Southern	1222 S Crismon Rd	101
61993	Riggs and Ellsworth	20824 East Riggs Road	
60027	Sossaman & Hampton	1312 S. Sossaman Rd	
58302	Signal Butte & Warner	10720 E Point Twenty-Two Blvd	
58630	Higley and Queen Creek	4865 S. Higley Rd.	Suite 104
25812	Ellsworth Rd & Rittenhouse Rd	21135 South Ellsworth Loop Road	
6756	Ellsworth & Baseline, Mesa	2043 S. Ellsworth Road	Suite 101
5610	Power Rd & Baseline Rd	6807 E Baseline Rd #102	

City	State	Zip	STORE_OPEN_DATE	STORE_CLOSE_DATE
Apache Junction	AZ	85120	12-May-06	
Gilbert	AZ	85236	11-Mar-05	
Mesa	AZ	85209	4-Aug-07	
San Tan Valley	AZ	85143	16-Jan-09	
Gilbert	AZ	85295	8-Aug-13	
San Tan Valley	AZ	85140	17-Jan-19	
Mesa	AZ	85209	17-Jan-19	
Queen Creek	AZ	85142	22-Sep-21	
Mesa	AZ	85209	28-Apr-21	
Mesa	AZ	85212	5-Mar-20	
Gilbert	AZ	85298	6-Feb-20	
Queen Creek	AZ	85142	18-Apr-16	
Mesa	AZ	85209	27-Jun-03	
Mesa	AZ	85209	3-Oct-98	

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_
2837									
2914									
3287									
5340									
5377									
5448									
5560									
5656									
5672									
5898									
5966									
6498									
6534									
6560									
6635									
6682									
6722									
6885									
6955									
6966									
8901									
8975									
9413									
9996									
10330									
10539									
10589									
11517									
11889									
11984									
13742									
14378									
14520									
16303									
18890									
19127									
23634									
27594									
29379									
48576									
53866									
55464									
55673									
56887									
58300									
5610	931	181	0	15359	292	0	185	104	1

6756	917	159	0	13238	178	0	150	57	0
9588	920	168	0	9609	250	0	131	68	1
9862	912	126	0	12353	142	0	153	56	0
11891	923	139	0	13902	251	0	162	83	1
14225	906	76	0	18521	96	0	152	42	0
19282	925	251	0	18250	307	0	172	65	0
25812	922	145	0	18103	195	0	184	80	0
54835	924	149	0	18167	283	0	177	80	0
55374	898	283	0	14443	355	0	207	108	1

n_emps_l	pct_emps	n_emps_h	pct_emps	n_emps_o	pct_emps	n_hours	n_hours_b	pct_hours_b
1		1		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
2		2		0	0			
2		2		0	0			
2		2		0	0			
1		1		0	0			
6		6		0	0			
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5		5		0	0			
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1		1		0	0			
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2		2		0	0			
3		3		0	0			
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1		1		0	0			
4		4		0	0			
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2		2		0	0			
20		20		0	0			
1		1		0	0			
1		1		0	0			
1		1		0	0			
5		5		0	0			
1		1		0	0			
33	0	97	1	54	1	83362	1391	0

38	0	105	1	53	1	74836	936	0
23	0	77	1	36	0	54302	1379	0
51	0	109	1	47	0	70373	730	0
42	0	93	1	35	0	75967	1348	0
44	0	118	1	70	1	100805	505	0
37	0	127	1	47	0	97508	1552	0
54	0	124	1	54	0	99063	995	0
40	0	107	1	59	1	95116	1374	0
43	0	118	1	58	0	77840	1838	0

n_workstocount	
1	647
2	245
3	135
4	67
5	39
6	21
7	10
8	3
9	3
10	2

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_	n_emps_le	pct_emps_	n_emps_h	pct_emps_	n_emps_or	pct_emps_	n_hours	n_hours_b	pct_hours_
2837										1		1		0		0		
2914										1		1		0		0		
3287										1		1		0		0		
5340										1		1		0		0		
5377										3		3		0		0		
5448										2		2		0		0		
5560										2		2		0		0		
5656										1		1		0		0		
5672										6		6		0		0		
5898										1		1		0		0		
5966										5		5		0		0		
5974										1		1		0		0		
6498										2		2		0		0		
6534										1		1		0		0		
6560										1		1		0		0		
6635										1		1		0		0		
6682										1		1		0		0		
6722										1		1		0		0		
6885										1		1		0		0		
6955										3		3		0		0		
6966										1		1		0		0		
8901										1		1		0		0		
8975										3		3		0		0		
9413										8		8		0		0		
9996										2		2		0		0		
10330										1		1		0		0		
10539										1		1		0		0		
10589										1		1		0		0		
11517										1		1		0		0		
11889										2		2		0		0		
11984										3		3		0		0		
13742										7		7		0		0		
14378										10		10		0		0		
14520										2		2		0		0		
16303										1		1		0		0		
17721										1		1		0		0		
18890										2		2		0		0		
19127										1		1		0		0		
20381										1		1		0		0		
23634										4		4		0		0		
27594										1		1		0		0		
29379										2		2		0		0		
48576										22		22		0		0		
48577										1		1		0		0		
53866										1		1		0		0		
55464										1		1		0		0		
55673										1		1		0		0		
56887										5		5		0		0		

58300										1		1		0	0			
5610	931	223	0	15430	363	0	193	119	1	33	0	97	1	54	1	83708	1736	0
6756	917	253	0	13400	340	0	180	94	1	44	0	106	1	53	1	75652	1753	0
9588	920	209	0	9667	308	0	148	87	1	28	0	77	1	36	0	54621	1698	0
9862	912	159	0	12408	197	0	165	69	0	56	0	109	1	47	0	70656	1012	0
11891	923	248	0	14130	479	0	190	122	1	49	0	93	0	35	0	76963	2344	0
14225	906	130	0	18580	155	0	159	51	0	45	0	118	1	70	1	101184	884	0
19282	925	307	0	18340	397	0	197	95	0	58	0	127	1	47	0	97940	1984	0
25812	922	261	0	18297	389	0	212	110	1	61	0	125	1	54	0	100081	2013	0
54835	924	194	0	18244	360	0	200	104	1	44	0	107	1	59	1	95470	1728	0
55374	898	356	0	14580	492	0	230	133	1	46	0	118	1	58	0	78606	2604	0
58302	665	177	0	10975	266	0	158	82	1	52	0	94	1	33	0	60898	1368	0
58630	693	148	0	12503	222	0	142	70	0	48	0	93	1	33	0	70592	1135	0
60027	237	56	0	3087	60	0	57	17	0	26	0	44	1	13	0	17340	368	0
61993	79	15	0	1152	15	0	41	3	0	23	1	40	1	8	0	6069	98	0

b

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_	n_emps_le	pct_emps_	n_emps_h	pct_emps_	n_emps_or	pct_emps_	n_hours	n_hours_b	pct_hours_
5377										2		2		0	0			
5448										1		1		0	0			
5560										2		2		0	0			
5656										1		1		0	0			
5672										4		4		0	0			
5898										1		1		0	0			
5966										4		4		0	0			
6498										2		2		0	0			
6560										1		1		0	0			
6635										1		1		0	0			
6722										1		1		0	0			
6955										3		3		0	0			
8975										2		2		0	0			
9413										7		7		0	0			
9996										1		1		0	0			
10539										1		1		0	0			
11889										2		2		0	0			
11984										3		3		0	0			
13742										6		6		0	0			
14378										6		6		0	0			
14520										1		1		0	0			
18890										2		2		0	0			
20381										1		1		0	0			
23634										1		1		0	0			
29379										2		2		0	0			
48576										13		13		0	0			
48577										1		1		0	0			
53866										1		1		0	0			
56887										5		5		0	0			
5610	931	133	0	10246	191	0	138	71	1	14	0	67	0	53	1	53534	894	0
6756	900	133	0	8743	153	0	117	44	0	24	0	74	1	50	1	47941	749	0
9588	912	94	0	5596	152	0	88	44	1	10	0	44	1	34	1	29798	871	0
9862	903	82	0	6904	95	0	105	35	0	27	0	70	1	43	1	37962	476	0
11891	923	127	0	9394	245	0	122	67	1	23	0	55	0	32	1	50484	1100	0
14225	903	44	0	16485	53	0	124	25	0	32	0	99	1	67	1	88741	281	0
19282	923	116	0	10947	122	0	122	40	0	36	0	82	1	46	1	56447	589	0
25812	908	140	0	11645	191	0	140	61	0	31	0	80	1	49	1	61095	944	0
54835	923	109	0	11935	147	0	131	59	0	20	0	72	1	52	1	60217	684	0
55374	895	212	0	10247	263	0	150	70	0	25	0	80	1	55	1	53505	1428	0
58302	634	112	0	3999	141	0	93	44	0	20	0	49	1	29	1	20075	724	0
58630	680	62	0	5913	91	0	85	33	0	21	0	52	1	31	1	31277	440	0
60027	203	11	0	1166	14	0	29	9	0	10	0	20	1	10	1	5977	69	0
61993	64			346			12			8	1	12	1	4	0	1809		

b

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_	n_emps_le	pct_emps_	n_emps_h	pct_emps_	n_emps_or	pct_emps_	n_hours	n_hours_b	pct_hours_
3287										1		1		0	0			
5377										2		2		0	0			
5448										1		1		0	0			
5560										2		2		0	0			
5656										1		1		0	0			
5672										4		4		0	0			
5898										1		1		0	0			
5966										4		4		0	0			
6498										2		2		0	0			
6560										1		1		0	0			
6635										1		1		0	0			
6722										1		1		0	0			
6885										1		1		0	0			
6955										3		3		0	0			
8975										2		2		0	0			
9413										8		8		0	0			
9996										1		1		0	0			
10539										1		1		0	0			
11889										2		2		0	0			
11984										3		3		0	0			
13742										6		6		0	0			
14378										7		7		0	0			
14520										2		2		0	0			
18890										2		2		0	0			
19127										1		1		0	0			
20381										1		1		0	0			
23634										3		3		0	0			
29379										2		2		0	0			
48576										17		17		0	0			
48577										1		1		0	0			
53866										1		1		0	0			
56887										5		5		0	0			
5610	931	165	0	15316	249	0	193	96	0	26	0	97	1	54	1	83160	1189	0
6756	917	197	0	13325	265	0	179	76	0	37	0	105	1	53	1	75239	1339	0
9588	920	142	0	9583	224	0	148	71	0	18	0	77	1	36	0	54156	1234	0
9862	912	123	0	12368	157	0	165	58	0	51	0	107	1	47	0	70451	807	0
11891	923	174	0	14001	350	0	189	99	1	41	0	91	0	35	0	76251	1632	0
14225	906	67	0	18507	82	0	159	41	0	41	0	118	1	70	1	100746	446	0
19282	925	175	0	18150	207	0	196	70	0	52	0	126	1	47	0	96949	993	0
25812	922	202	0	18223	315	0	212	90	0	53	0	125	1	54	0	99643	1575	0
54835	924	170	0	18176	292	0	200	93	0	35	0	107	1	59	1	95140	1398	0
55374	898	266	0	14450	362	0	230	112	0	37	0	118	1	58	0	77956	1954	0
58302	665	142	0	10898	189	0	158	64	0	41	0	94	1	33	0	60511	981	0
58630	693	91	0	12429	148	0	142	52	0	42	0	93	1	33	0	70219	763	0
60027	237	22	0	3053	26	0	57	13	0	25	0	44	1	13	0	17097	124	0
61993	78	1	0	1138	1	0	41	1	0	19	0	40	1	8	0	5977	7	0

b

worked_st	n_workstoı	count
5610	1	84
5610	2	29
5610	3	10
5610	4	4
5610	5	5
5610	6	5
5610	8	1
6756	1	51
6756	2	29
6756	3	13
6756	4	15
6756	5	4
6756	6	3
6756	7	1
6756	8	1
9588	1	39
9588	2	18
9588	3	10
9588	4	12
9588	5	5
9588	6	2
9588	7	1
9588	8	1
9862	1	43
9862	2	29
9862	3	17
9862	4	9
9862	5	4
9862	6	1
9862	7	1
9862	8	1
11891	1	38
11891	2	34
11891	3	24
11891	4	17
11891	5	5
11891	6	2
11891	7	1
11891	8	1
14225	1	68
14225	2	35
14225	3	13
14225	4	6
14225	7	2
19282	1	55
19282	2	32

19282	3	13
19282	4	14
19282	5	3
19282	6	3
19282	7	1
19282	8	1
25812	1	52
25812	2	42
25812	3	24
25812	4	14
25812	5	3
25812	6	3
25812	7	2
54835	1	52
54835	2	38
54835	3	17
54835	4	15
54835	5	3
54835	6	5
54835	7	1
55374	1	60
55374	2	32
55374	3	26
55374	4	19
55374	5	6
55374	6	5
55374	7	1
55374	8	1
58302	1	31
58302	2	33
58302	3	11
58302	4	13
58302	5	3
58302	7	1
58302	8	1
58630	1	34
58630	2	24
58630	3	13
58630	4	8
58630	5	2
58630	6	2
58630	7	2
60027	1	10
60027	2	4
60027	3	4
60027	4	5
60027	5	2

60027	6	4
61993	1	4
61993	2	3
61993	3	3
61993	4	1
61993	6	1

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_	n_emps_le	pct_emps_	n_emps_h	pct_emps_	n_emps_o	pct_emps_	n_hours	n_hours_b	pct_hours_
5377										1		1		0	0			
5448										1		1		0	0			
5560										2		2		0	0			
5656										1		1		0	0			
5672										3		3		0	0			
5898										1		1		0	0			
5966										5		5		0	0			
6498										2		2		0	0			
6560										1		1		0	0			
6722										1		1		0	0			
6885										1		1		0	0			
6955										2		2		0	0			
6966										1		1		0	0			
8901										1		1		0	0			
9413										7		7		0	0			
9996										1		1		0	0			
10539										1		1		0	0			
10589										1		1		0	0			
11889										1		1		0	0			
11984										2		2		0	0			
13742										5		5		0	0			
14378										8		8		0	0			
14520										1		1		0	0			
16303										1		1		0	0			
17721										1		1		0	0			
18890										1		1		0	0			
19127										1		1		0	0			
23634										3		3		0	0			
27594										1		1		0	0			
29379										1		1		0	0			
48576										18		18		0	0			
55673										1		1		0	0			
56887										1		1		0	0			
5610	307	100	0	5092	154	0	103	58	1	9	0	55	1	29	1	27674	715	0
6756	307	90	0	5014	133	0	81	33	0	20	0	52	1	18	0	26944	662	0
9588	307	68	0	3077	83	0	70	39	1	5	0	35	1	20	1	17502	394	0
9862	307	67	0	4253	88	0	72	23	0	20	0	51	1	21	0	23376	449	0
11891	307	87	0	5673	205	0	104	50	0	29	0	60	1	16	0	28986	824	0
14225	307	26	0	5926	36	0	72	17	0	20	0	57	1	31	1	31682	176	0
19282	307	117	0	6232	158	0	87	32	0	18	0	64	1	26	0	34082	820	0
25812	307	89	0	6418	163	0	106	49	0	16	0	64	1	25	0	35533	823	0
54835	307	27	0	5939	36	0	70	18	0	18	0	54	1	24	0	30291	161	0
55374	307	120	0	5000	183	0	127	71	1	18	0	65	1	29	0	26722	863	0
58302	42			70			14			18	1	20	1	1	0	442		
58630	73	18	0	676	23	0	37	10	0	24	1	33	1	1	0	3428	85	0

b

worked_st	n_caldays	n_caldays_	pct_calday	n_cal_pers	n_cal_pers	pct_cal_pe	n_emps	n_emps_b	pct_emps_	n_emps_le	pct_emps_	n_emps_h	pct_emps_	n_emps_or	pct_emps_	n_hours	n_hours_b	pct_hours_
2837										1		1		0	0			
2914										1		1		0	0			
3287										1		1		0	0			
5340										1		1		0	0			
5377										2		2		0	0			
5448										2		2		0	0			
5560										2		2		0	0			
5656										1		1		0	0			
5672										6		6		0	0			
5898										1		1		0	0			
5966										5		5		0	0			
6498										2		2		0	0			
6534										1		1		0	0			
6560										1		1		0	0			
6635										1		1		0	0			
6682										1		1		0	0			
6722										1		1		0	0			
6885										1		1		0	0			
6955										3		3		0	0			
6966										1		1		0	0			
8901										1		1		0	0			
8975										2		2		0	0			
9413										7		7		0	0			
9996										2		2		0	0			
10330										1		1		0	0			
10539										1		1		0	0			
10589										1		1		0	0			
11517										1		1		0	0			
11889										2		2		0	0			
11984										3		3		0	0			
13742										7		7		0	0			
14378										10		10		0	0			
14520										2		2		0	0			
16303										1		1		0	0			
18890										2		2		0	0			
19127										1		1		0	0			
23634										4		4		0	0			
27594										1		1		0	0			
29379										2		2		0	0			
48576										20		20		0	0			
53866										1		1		0	0			
55464										1		1		0	0			
55673										1		1		0	0			
56887										5		5		0	0			
58300										1		1		0	0			
5610	931	181	0	15359	292	0	185	104	1	33	0	97	1	54	1	83362	1391	0
6756	917	159	0	13238	178	0	150	57	0	38	0	105	1	53	1	74836	936	0
9588	920	168	0	9609	250	0	131	68	1	23	0	77	1	36	0	54302	1379	0

9862	912	126	0	12353	142	0	153	56	0	51	0	109	1	47	0	70373	730	0
11891	923	139	0	13902	251	0	162	83	1	42	0	93	1	35	0	75967	1348	0
14225	906	76	0	18521	96	0	152	42	0	44	0	118	1	70	1	100805	505	0
19282	925	251	0	18250	307	0	172	65	0	37	0	127	1	47	0	97508	1552	0
25812	922	145	0	18103	195	0	184	80	0	54	0	124	1	54	0	99063	995	0
54835	924	149	0	18167	283	0	177	80	0	40	0	107	1	59	1	95116	1374	0
55374	898	283	0	14443	355	0	207	108	1	43	0	118	1	58	0	77840	1838	0

b

worked_st	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd
5610	2024	47	0	2312	34	0	2316	49	0
6756	1723	43	0	2024	42	0	2032	50	0
9588	1276	52	0	1401	27	0	1418	37	0
9862	1559	14	0	1846	26	0	1811	36	0
11891	1936	61	0	2026	66	0	2111	79	0
14225	2566	32	0	2527	12	0	2699	18	0
19282	2375	49	0	2777	47	0	2655	57	0
25812	2477	54	0	2655	48	0	2724	57	0
54835	2443	34	0	2685	37	0	2649	45	0
55374	1943	66	0	2107	58	0	2125	79	0
58302	1376	25	0	1626	31	0	1652	53	0
58630	1591	32	0	1871	31	0	1763	23	0
60027	375	11	0	467	8	0	511	10	0
61993	148	0	0	192	3	0	185	2	0
Overall	23711	514	0	26456	467	0	26585	593	0

n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday
2268	53	0	2256	56	0	2186	61	0	2068
1911	44	0	1941	59	0	1942	57	0	1827
1449	43	0	1359	53	0	1398	46	0	1366
1841	40	0	1779	33	0	1852	30	0	1720
2122	67	0	2048	73	0	2022	76	0	1865
2802	26	0	2718	24	0	2727	20	0	2541
2540	63	0	2701	59	0	2680	67	0	2612
2542	55	0	2593	49	0	2691	68	0	2615
2583	57	0	2620	65	0	2608	56	0	2656
2119	67	0	2139	74	0	2123	73	0	2024
1799	41	0	1544	43	0	1570	44	0	1408
1835	27	0	1783	27	0	1941	44	0	1719
455	8	0	433	8	0	450	10	0	396
156	3	0	171	2	0	158	3	0	142
26352	592	0	26008	620	0	26273	654	0	24900

n_persday	pct_persdays_b_6_Sa
63	0
45	0
50	0
18	0
57	0
23	0
55	0
58	0
66	0
75	0
29	0
38	0
5	0
2	0
579	0

worked_st	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd
5610	1394	30	0	1503	19	0	1484	23	0
6756	1026	20	0	1348	14	0	1386	23	0
9588	746	26	0	737	15	0	779	13	0
9862	854	5	0	977	13	0	1006	17	0
11891	1304	25	0	1337	33	0	1405	42	0
14225	2218	11	0	2211	4	0	2393	3	0
19282	1486	16	0	1637	9	0	1443	16	0
25812	1677	27	0	1621	22	0	1658	31	0
54835	1698	14	0	1705	15	0	1654	19	0
55374	1340	40	0	1453	27	0	1491	43	0
58302	588	14	0	542	15	0	590	33	0
58630	860	16	0	779	16	0	817	9	0
60027	148	4	0	163	2	0	170	1	0
61993	51	0	0	49	0	0	55	0	0
Overall	15352	247	0	16042	202	0	16314	273	0

n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday
1545	31	0	1475	30	0	1393	26	0	1452
1266	18	0	1254	29	0	1269	30	0	1194
899	22	0	809	30	0	851	19	0	775
1075	20	0	955	18	0	1035	12	0	1002
1383	29	0	1322	42	0	1355	43	0	1288
2505	10	0	2442	9	0	2423	7	0	2293
1593	20	0	1561	19	0	1561	22	0	1666
1678	25	0	1604	21	0	1752	39	0	1655
1716	23	0	1722	27	0	1694	20	0	1746
1533	33	0	1525	45	0	1519	32	0	1386
628	24	0	558	24	0	546	17	0	547
856	10	0	856	3	0	909	20	0	836
184	2	0	186	1	0	168	3	0	147
59	0	0	43	0	0	49	0	0	40
16893	266	0	16281	298	0	16501	290	0	15998

n_persday	pct_persdays_b_6_Sa
32	0
19	0
27	0
10	0
31	0
9	0
20	0
26	0
29	0
43	0
14	0
17	0
1	0
0	0
275	0

worked_st	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd
5610	2011	34	0	2299	21	0	2301	34	0
6756	1713	33	0	2014	32	0	2024	42	0
9588	1260	36	0	1391	17	0	1407	26	0
9862	1552	7	0	1840	20	0	1803	28	0
11891	1917	42	0	2006	46	0	2091	59	0
14225	2552	18	0	2522	7	0	2687	6	0
19282	2350	24	0	2749	19	0	2626	28	0
25812	2465	42	0	2642	35	0	2712	45	0
54835	2436	27	0	2674	26	0	2638	34	0
55374	1929	52	0	2086	37	0	2105	59	0
58302	1370	19	0	1617	22	0	1642	43	0
58630	1586	27	0	1861	21	0	1753	13	0
60027	368	4	0	461	2	0	504	3	0
61993	148	0	0	189	0	0	184	1	0
Overall	23591	362	0	26314	303	0	26435	421	0

n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday
2256	41	0	2239	39	0	2162	37	0	2048
1898	31	0	1935	53	0	1930	45	0	1811
1438	32	0	1348	42	0	1389	37	0	1350
1836	35	0	1775	29	0	1846	24	0	1716
2101	46	0	2036	61	0	2004	58	0	1846
2790	14	0	2705	11	0	2718	11	0	2533
2516	39	0	2674	32	0	2648	35	0	2587
2532	45	0	2584	40	0	2681	58	0	2607
2573	47	0	2609	54	0	2600	48	0	2646
2101	49	0	2124	59	0	2101	51	0	2004
1786	28	0	1533	32	0	1554	28	0	1396
1823	15	0	1769	13	0	1929	32	0	1708
451	4	0	428	3	0	446	6	0	395
153	0	0	169	0	0	155	0	0	140
26200	425	0	25869	466	0	26113	470	0	24743

n_persday	pct_persdays_b_6_Sa
43	0
29	0
34	0
14	0
38	0
15	0
30	0
50	0
56	0
55	0
17	0
27	0
4	0
0	0
407	0

worked_st	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd
5610	647	20	0	738	15	0	737	16	0
6756	643	15	0	741	14	0	788	21	0
9588	418	10	0	419	6	0	440	8	0
9862	511	6	0	626	14	0	612	15	0
11891	724	25	0	818	28	0	849	42	0
14225	818	7	0	781	6	0	879	0	0
19282	791	24	0	923	17	0	888	23	0
25812	850	15	0	921	23	0	960	21	0
54835	769	2	0	848	8	0	913	6	0
55374	660	26	0	706	17	0	721	31	0
58302	1	0	0	13	0	0	13	0	0
58630	71	3	0	98	4	0	94	2	0
Overall	6872	149	0	7617	151	0	7877	185	0

n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday
757	21	0	780	22	0	749	26	0	684
716	14	0	752	27	0	730	26	0	644
497	16	0	442	20	0	443	10	0	418
650	18	0	616	16	0	652	13	0	586
904	31	0	844	33	0	815	30	0	719
941	9	0	884	5	0	836	5	0	787
861	26	0	943	21	0	936	26	0	890
917	35	0	946	23	0	931	27	0	893
821	4	0	894	7	0	850	5	0	844
730	21	0	769	27	0	736	33	0	678
14	0	0	13	0	0	14	0	0	2
108	2	0	98	3	0	120	6	0	87
7892	197	0	7949	201	0	7786	207	0	7219

n_persday	pct_persdays_b_6_Sa
34	0
16	0
13	0
6	0
16	0
4	0
21	0
19	0
4	0
28	0
0	0
3	0
163	0

worked_st	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd
5610	2017	40	0	2306	28	0	2306	39	0
6756	1703	23	0	2006	24	0	2004	22	0
9588	1263	39	0	1400	26	0	1411	30	0
9862	1555	10	0	1838	18	0	1802	27	0
11891	1914	39	0	1994	34	0	2068	36	0
14225	2551	17	0	2525	10	0	2686	5	0
19282	2364	38	0	2766	36	0	2642	44	0
25812	2448	25	0	2623	16	0	2700	33	0
54835	2435	26	0	2678	30	0	2641	37	0
55374	1929	52	0	2091	42	0	2102	56	0
Overall	20111	305	0	22188	263	0	22325	328	0

n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday	n_persday	pct_persd	n_persday
2258	43	0	2244	44	0	2174	49	0	2054
1892	25	0	1913	31	0	1915	30	0	1805
1444	38	0	1348	42	0	1387	35	0	1356
1830	29	0	1768	22	0	1844	22	0	1716
2089	34	0	2009	34	0	1985	39	0	1843
2792	16	0	2709	15	0	2722	15	0	2536
2524	47	0	2684	42	0	2669	56	0	2601
2523	36	0	2571	27	0	2654	31	0	2584
2569	43	0	2609	54	0	2596	44	0	2639
2099	47	0	2122	57	0	2100	50	0	2000
21972	358	0	21923	366	0	22000	371	0	21096

n_persday	pct_persdays_b_6_Sa
49	0
23	0
40	0
14	0
35	0
18	0
44	0
27	0
49	0
51	0
347	0

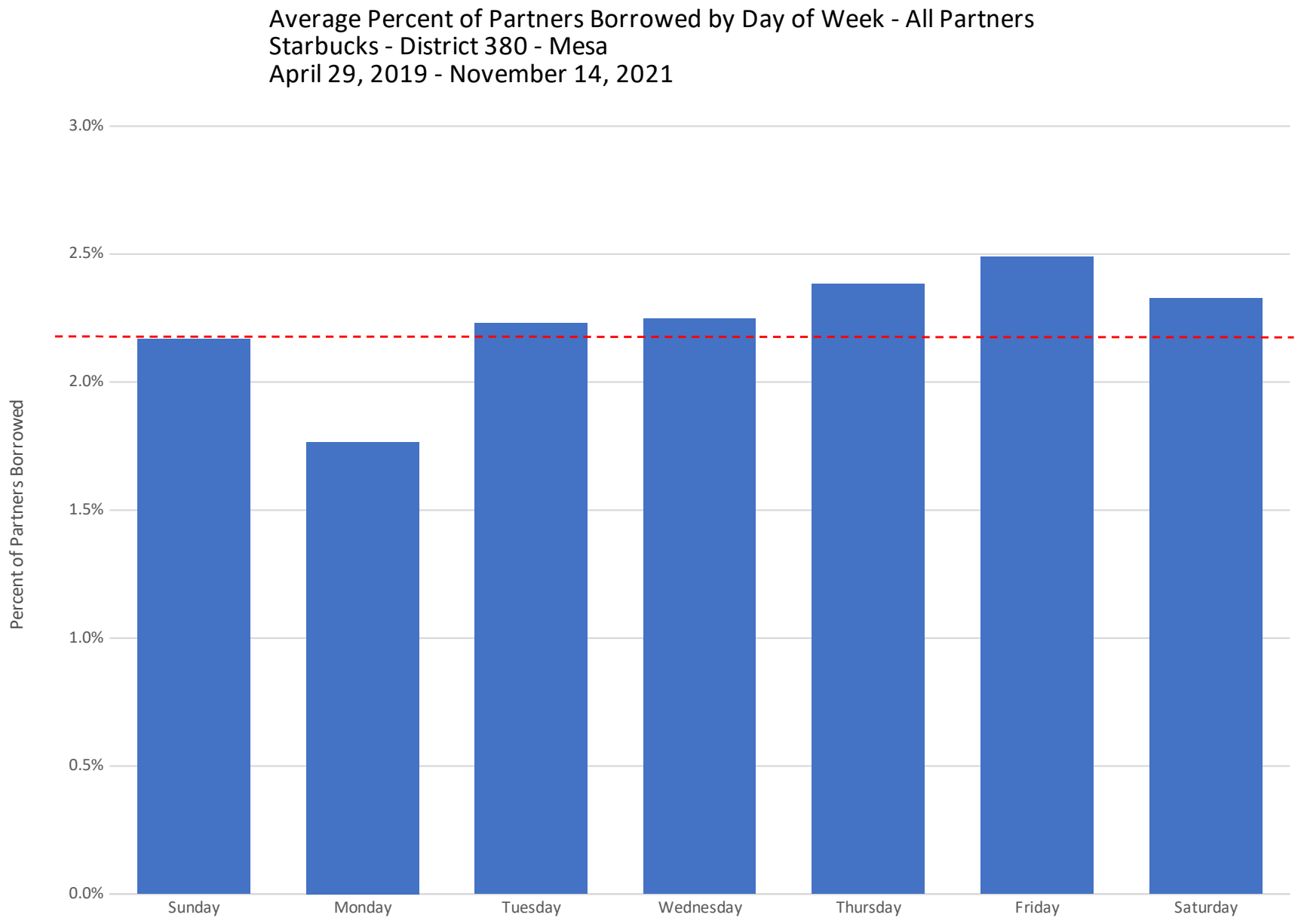
worked_st	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persdays_b_6_Sa
5610	2024	47	0	2312	34	0	2316	49	0	2268	53	0	2256	56	0	2186	61	0	2068	63	0
6756	1723	43	0	2024	42	0	2032	50	0	1911	44	0	1941	59	0	1942	57	0	1827	45	0
9588	1276	52	0	1401	27	0	1418	37	0	1449	43	0	1359	53	0	1398	46	0	1366	50	0
9862	1559	14	0	1846	26	0	1811	36	0	1841	40	0	1779	33	0	1852	30	0	1720	18	0
11891	1936	61	0	2026	66	0	2111	79	0	2122	67	0	2048	73	0	2022	76	0	1865	57	0
14225	2566	32	0	2527	12	0	2699	18	0	2802	26	0	2718	24	0	2727	20	0	2541	23	0
19282	2375	49	0	2777	47	0	2655	57	0	2540	63	0	2701	59	0	2680	67	0	2612	55	0
25812	2477	54	0	2655	48	0	2724	57	0	2542	55	0	2593	49	0	2691	68	0	2615	58	0
54835	2443	34	0	2685	37	0	2649	45	0	2583	57	0	2620	65	0	2608	56	0	2656	66	0
55374	1943	66	0	2107	58	0	2125	79	0	2119	67	0	2139	74	0	2123	73	0	2024	75	0
58302	1376	25	0	1626	31	0	1652	53	0	1799	41	0	1544	43	0	1570	44	0	1408	29	0
58630	1591	32	0	1871	31	0	1763	23	0	1835	27	0	1783	27	0	1941	44	0	1719	38	0
60027	375	11	0	467	8	0	511	10	0	455	8	0	433	8	0	450	10	0	396	5	0
61993	148	0	0	192	3	0	185	2	0	156	3	0	171	2	0	158	3	0	142	2	0
Overall	23711	514	0	26456	467	0	26585	593	0	26352	592	0	26008	620	0	26273	654	0	24900	579	0

worked_st	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persdays_b_6_Sa
5610	1394	30	0	1503	19	0	1484	23	0	1545	31	0	1475	30	0	1393	26	0	1452	32	0
6756	1026	20	0	1348	14	0	1386	23	0	1266	18	0	1254	29	0	1269	30	0	1194	19	0
9588	746	26	0	737	15	0	779	13	0	899	22	0	809	30	0	851	19	0	775	27	0
9862	854	5	0	977	13	0	1006	17	0	1075	20	0	955	18	0	1035	12	0	1002	10	0
11891	1304	25	0	1337	33	0	1405	42	0	1383	29	0	1322	42	0	1355	43	0	1288	31	0
14225	2218	11	0	2211	4	0	2393	3	0	2505	10	0	2442	9	0	2423	7	0	2293	9	0
19282	1486	16	0	1637	9	0	1443	16	0	1593	20	0	1561	19	0	1561	22	0	1666	20	0
25812	1677	27	0	1621	22	0	1658	31	0	1678	25	0	1604	21	0	1752	39	0	1655	26	0
54835	1698	14	0	1705	15	0	1654	19	0	1716	23	0	1722	27	0	1694	20	0	1746	29	0
55374	1340	40	0	1453	27	0	1491	43	0	1533	33	0	1525	45	0	1519	32	0	1386	43	0
58302	588	14	0	542	15	0	590	33	0	628	24	0	558	24	0	546	17	0	547	14	0
58630	860	16	0	779	16	0	817	9	0	856	10	0	856	3	0	909	20	0	836	17	0
60027	148	4	0	163	2	0	170	1	0	184	2	0	186	1	0	168	3	0	147	1	0
61993	51	0	0	49	0	0	55	0	0	59	0	0	43	0	0	49	0	0	40	0	0
Overall	15352	247	0	16042	202	0	16314	273	0	16893	266	0	16281	298	0	16501	290	0	15998	275	0

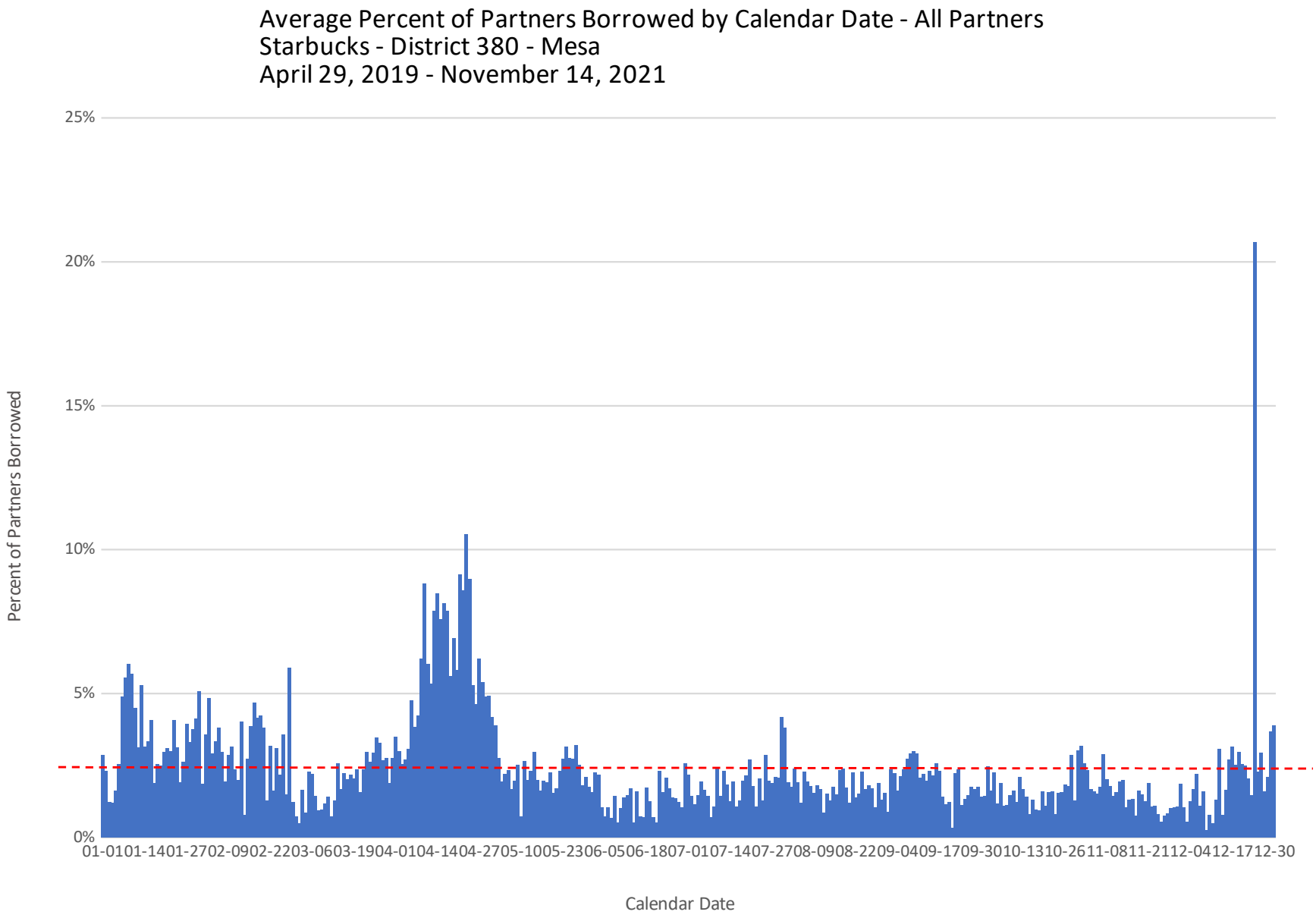
worked_st	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persda	n_persdays	n_persdays	pct_persdays_b_6_Sa
5610	2011	34	0	2299	21	0	2301	34	0	2256	41	0	2239	39	0	2162	37	0	2048	43	0
6756	1713	33	0	2014	32	0	2024	42	0	1898	31	0	1935	53	0	1930	45	0	1811	29	0
9588	1260	36	0	1391	17	0	1407	26	0	1438	32	0	1348	42	0	1389	37	0	1350	34	0
9862	1552	7	0	1840	20	0	1803	28	0	1836	35	0	1775	29	0	1846	24	0	1716	14	0
11891	1917	42	0	2006	46	0	2091	59	0	2101	46	0	2036	61	0	2004	58	0	1846	38	0
14225	2552	18	0	2522	7	0	2687	6	0	2790	14	0	2705	11	0	2718	11	0	2533	15	0
19282	2350	24	0	2749	19	0	2626	28	0	2516	39	0	2674	32	0	2648	35	0	2587	30	0
25812	2465	42	0	2642	35	0	2712	45	0	2532	45	0	2584	40	0	2681	58	0	2607	50	0
54835	2436	27	0	2674	26	0	2638	34	0	2573	47	0	2609	54	0	2600	48	0	2646	56	0
55374	1929	52	0	2086	37	0	2105	59	0	2101	49	0	2124	59	0	2101	51	0	2004	55	0
58302	1370	19	0	1617	22	0	1642	43	0	1786	28	0	1533	32	0	1554	28	0	1396	17	0
58630	1586	27	0	1861	21	0	1753	13	0	1823	15	0	1769	13	0	1929	32	0	1708	27	0
60027	368	4	0	461	2	0	504	3	0	451	4	0	428	3	0	446	6	0	395	4	0
61993	148	0	0	189	0	0	184	1	0	153	0	0	169	0	0	155	0	0	140	0	0
Overall	23591	362	0	26314	303	0	26435	421	0	26200	425	0	25869	466	0	26113	470	0	24743	407	0

worked_st	n_persday	n_persday	pct_persda	n_persday:	n_persday:	pct_persda	n_persday	n_persday:	pct_persda	n_persday:	n_persday	pct_persda	n_persday:	n_persday:	pct_persda	n_persday	n_persday	pct_persda	n_persday:	n_persday:	pct_persda
5610	647	20	0	738	15	0	737	16	0	757	21	0	780	22	0	749	26	0	684	34	0
6756	643	15	0	741	14	0	788	21	0	716	14	0	752	27	0	730	26	0	644	16	0
9588	418	10	0	419	6	0	440	8	0	497	16	0	442	20	0	443	10	0	418	13	0
9862	511	6	0	626	14	0	612	15	0	650	18	0	616	16	0	652	13	0	586	6	0
11891	724	25	0	818	28	0	849	42	0	904	31	0	844	33	0	815	30	0	719	16	0
14225	818	7	0	781	6	0	879	0	0	941	9	0	884	5	0	836	5	0	787	4	0
19282	791	24	0	923	17	0	888	23	0	861	26	0	943	21	0	936	26	0	890	21	0
25812	850	15	0	921	23	0	960	21	0	917	35	0	946	23	0	931	27	0	893	19	0
54835	769	2	0	848	8	0	913	6	0	821	4	0	894	7	0	850	5	0	844	4	0
55374	660	26	0	706	17	0	721	31	0	730	21	0	769	27	0	736	33	0	678	28	0
58302	1	0	0	13	0	0	13	0	0	14	0	0	13	0	0	14	0	0	2	0	0
58630	71	3	0	98	4	0	94	2	0	108	2	0	98	3	0	120	6	0	87	3	0
Overall	6872	149	0	7617	151	0	7877	185	0	7892	197	0	7949	201	0	7786	207	0	7219	163	0

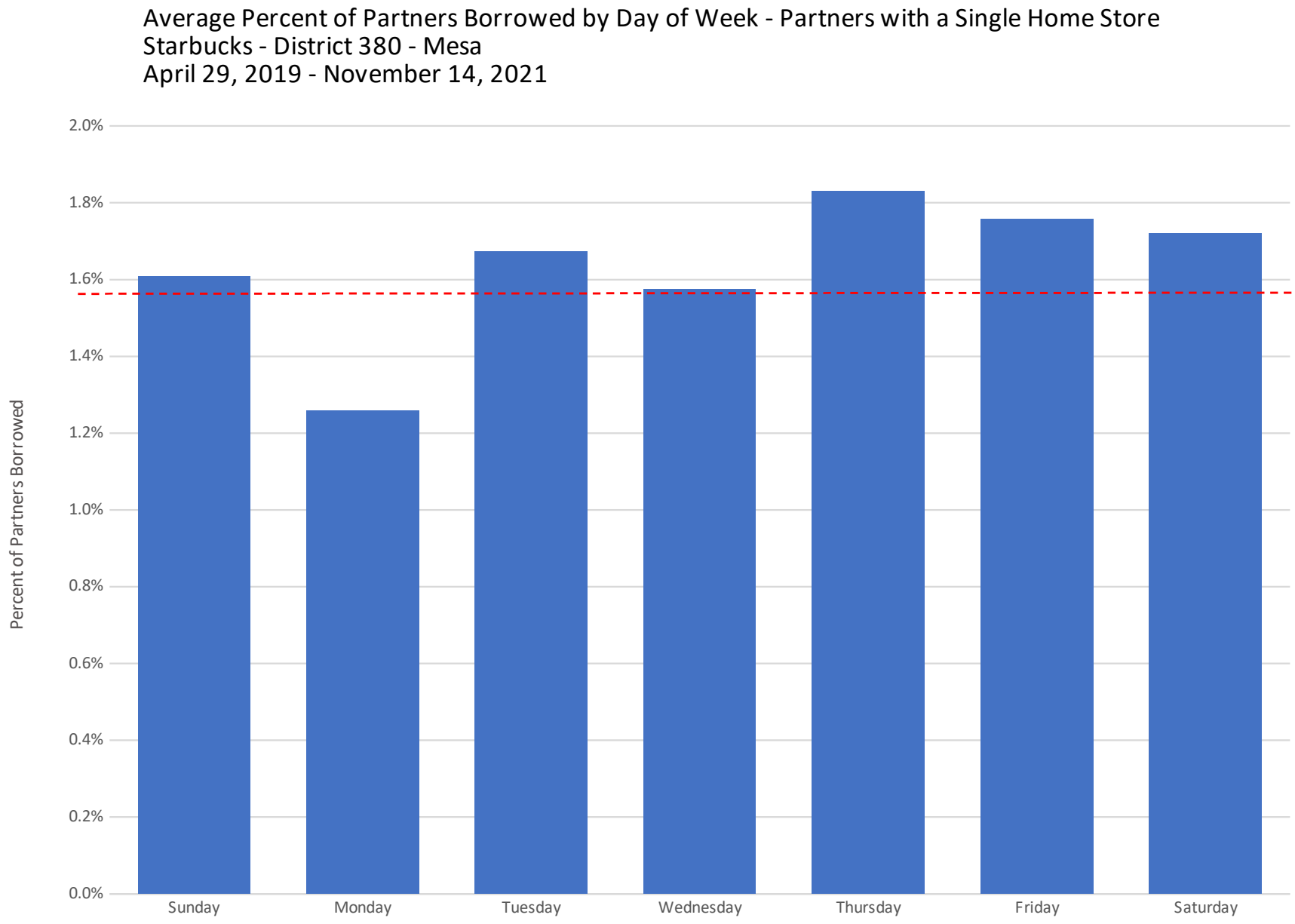
ays_b_6_Sa



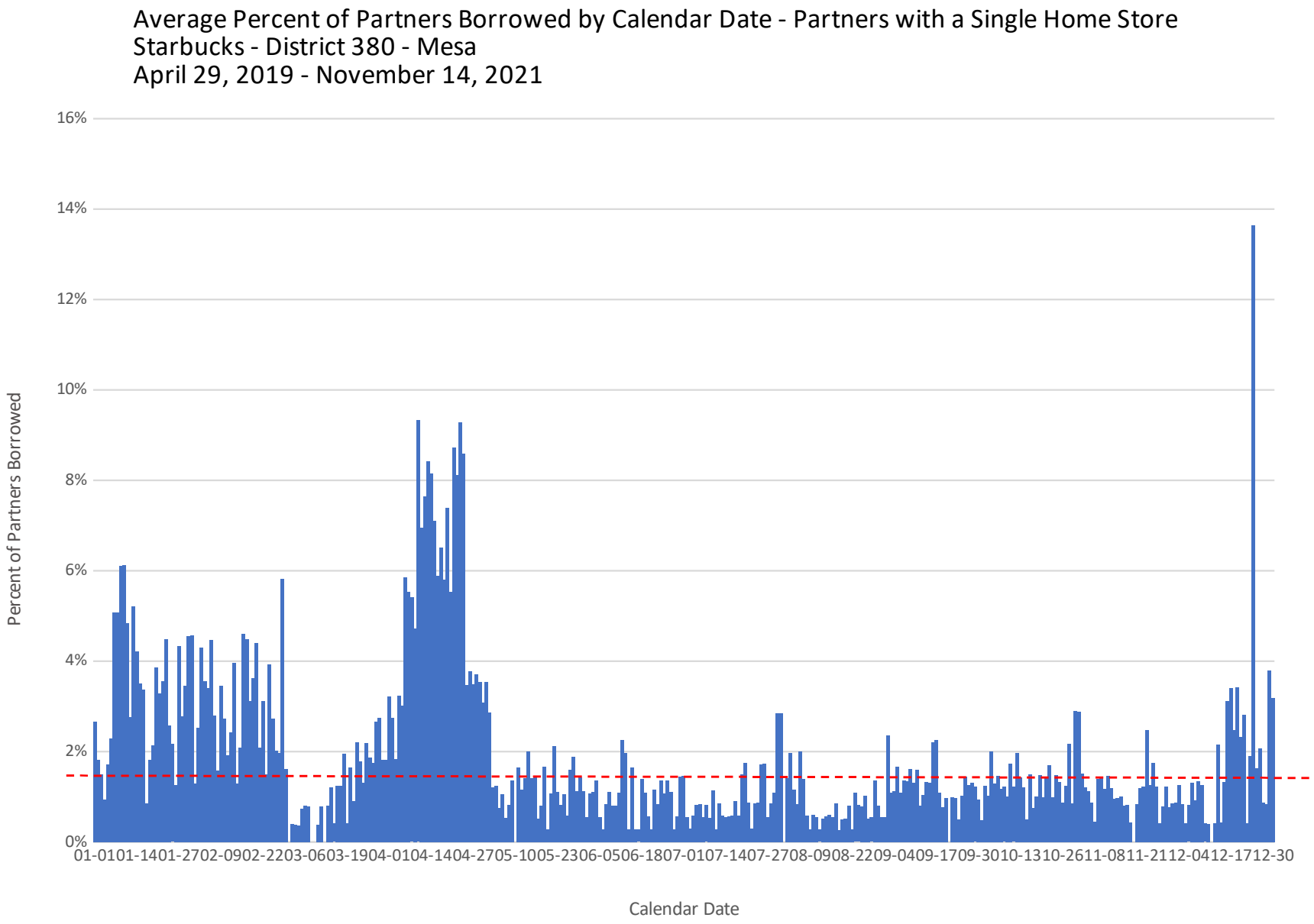
Note: The red dotted line indicates the overall district average of 2.2 percent of partner-days borrowed.



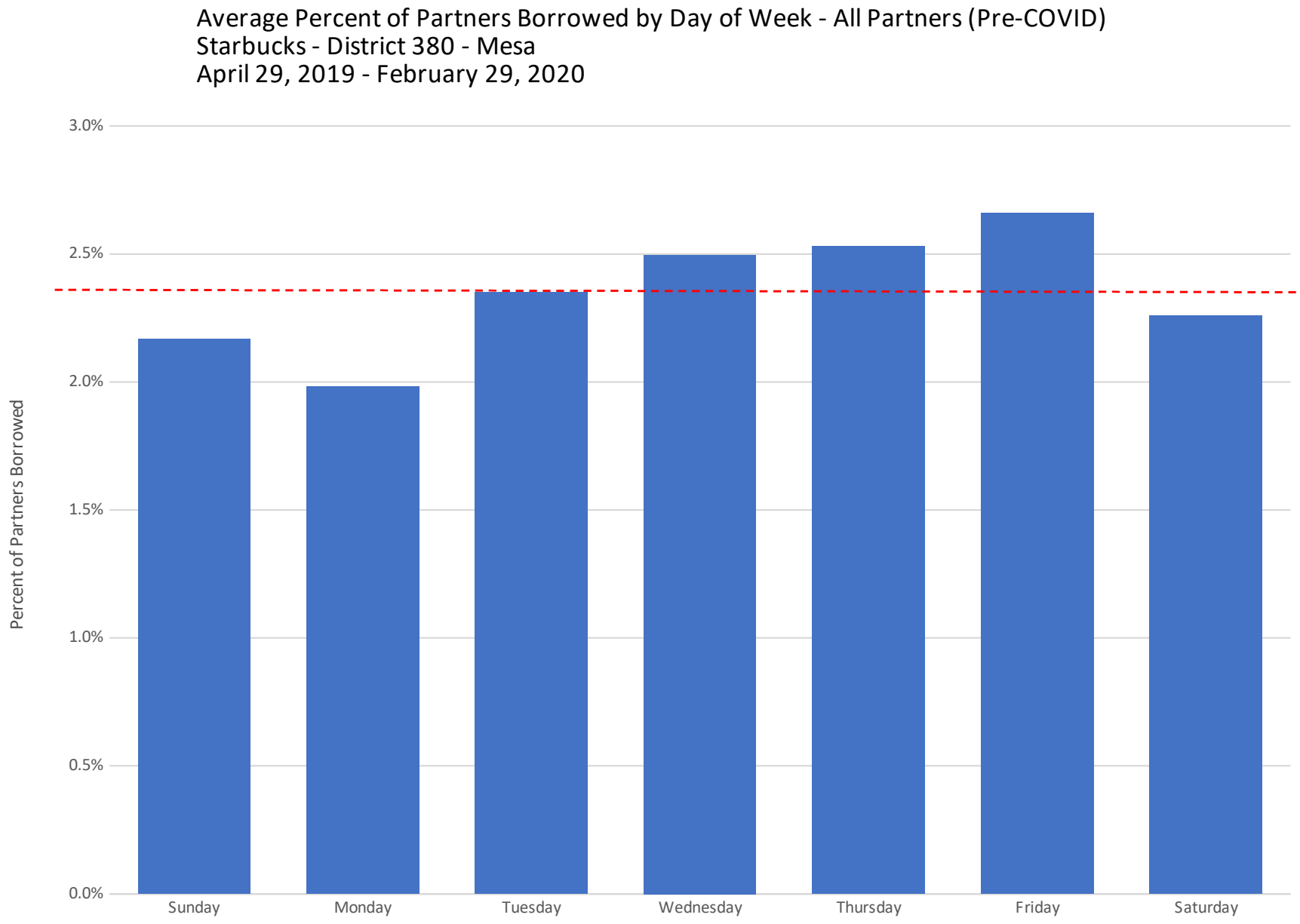
Note: The red dotted line indicates the overall district average of 2.2 percent of partner-days borrowed.



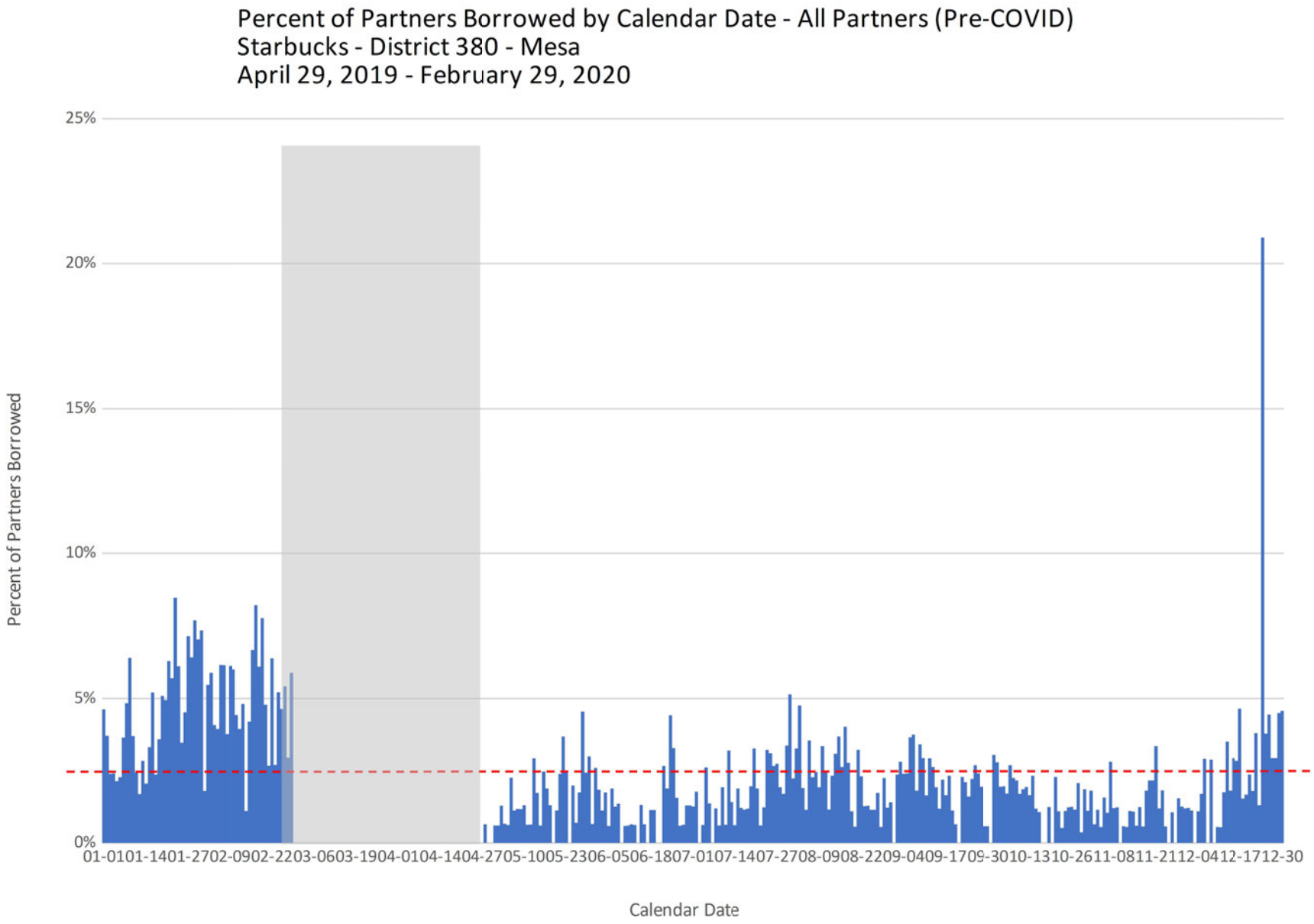
Note: The red dotted line indicates the overall district average of 1.6 percent of partner-days borrowed.



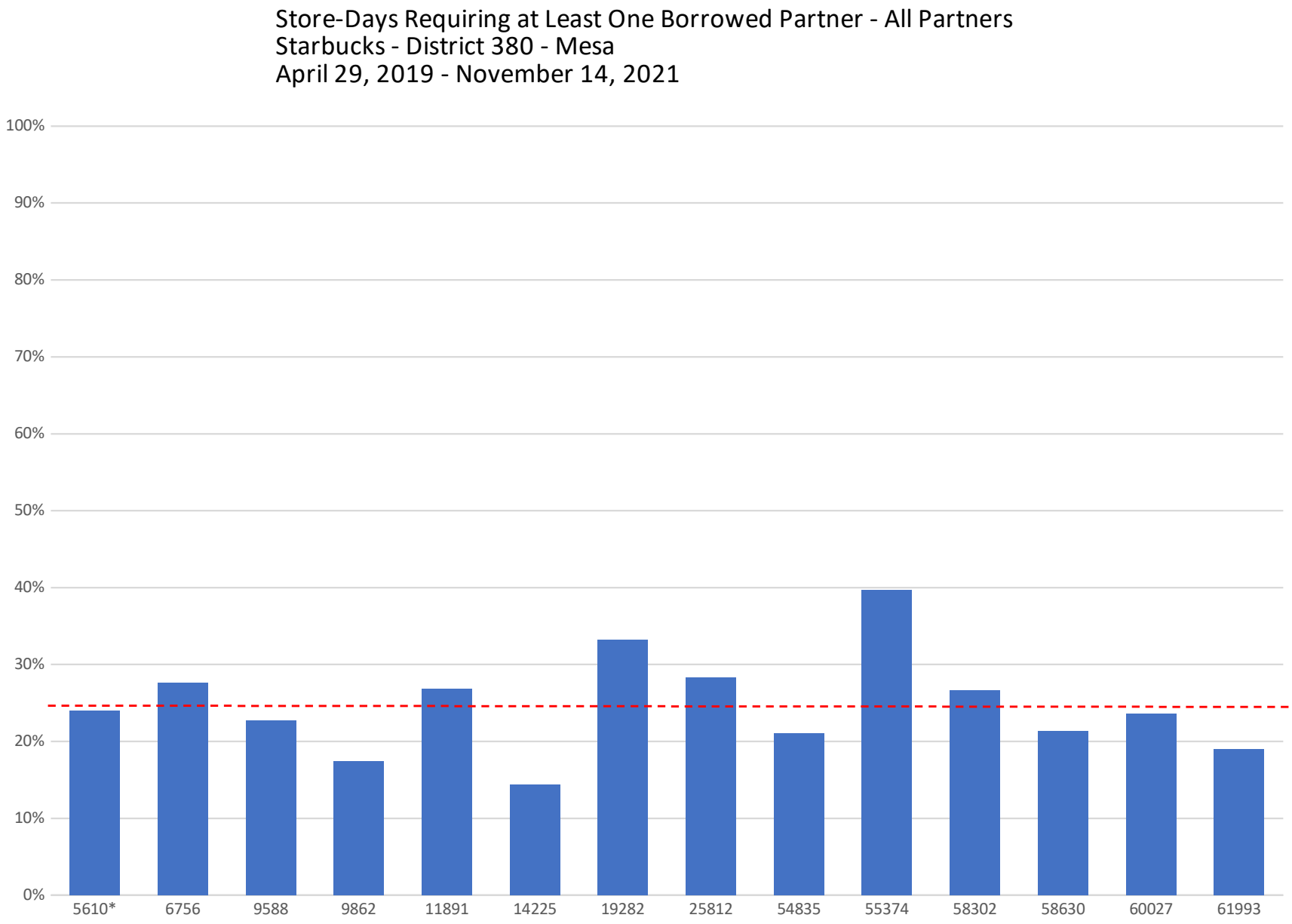
Note: The red dotted line indicates the overall district average of 1.6 percent of partner-days borrowed.



Note: The red dotted line indicates the overall district average of 2.4 percent of partner-days borrowed.



Note: The red dotted line indicates the overall district average of 2.4 percent of partner-days borrowed. The gray shaded area indicates the date range with no pre-COVID data.



Note: The red dotted line represents the 25.2 percent of store-days requiring at least one borrowed partner across the entire district.

MAKE THE **RIGHT CALL**

All partners are entitled to work in an environment that is free of harassment, bullying and discrimination.

At Starbucks we value the relationship you have with your manager. They set the tone and foster an open-door culture where partners feel comfortable asking questions and immediately reporting concerns. Below are available resources and contacts to support your questions or workplace issues.

STORE MANAGER

ph:
email:

DISTRICT MANAGER
Tricia Lowder
ph: 480.242.4100
email: tlowder@starbucks.com

REGIONAL DIRECTOR
Eric Brouhard
ph: 602.321.9703
email: EBrouhar@starbucks.com

REGIONAL VICE PRESIDENT
Andrea Streedain
ph: 503.329.6673
email: AStreeda@starbucks.com

PARTNER RESOURCES MANAGER
Kiera Bailey
ph: 602.284.5975
email: khollima@starbucks.com

Starbucks does not tolerate retaliation against any partner who raises concerns or questions regarding any potential bullying, harassment, discrimination or offensive behavior.

LEGAL OR ETHICS ISSUES

Harassment, Discrimination or Retaliation
Conduct that could be construed as discrimination, harassment, bullying or retaliation

- Report the issue in writing to their Store Manager, their District Manager and Partner Resources Manager or by contacting Ethics & Compliance (800) 611-7792 or starbucks.com/helpline
- HUB Resources:
  - Standards of Business Conduct
  - Partner Resources Manual
  - Anti Discrimination /Anti Harassment Standards – US

SAFETY & PERSONAL SECURITY

Theft, violence and Partner & Customer Safety

- Report issues using the Digital Incident Report Form
- **Immediately** contact your Store Manger and District Manager

PARTNER RELATIONS

Company policies/procedures, accommodations and consultation on performance management.

- Submit a My Daily Digital Ticket or call (888) SBUX – 411 or (888) 728 –9411
- Available M-F, 5 a.m. – 5 p.m. Pacific Time

*See *Daily Records Book – Helpline and Email Reference Guide* for additional resources.

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Tricia-

As much as I have enjoyed my time at Starbucks, after careful consideration and a lot of back and forth with my family, I won't be taking a leave of absence in November as we had previously discussed. Instead, please consider this my official letter of resignation.

Considering my finances and my health, my best course of action right now is to work with a company that offers significantly less physical demand and a more structured commitment from me.

It's with a great deal of heaviness that I make this decision- as I thought I would retire with Starbucks. Unfortunately, because I am unable to work a second job while maintaining my employment status with Starbucks while I am on a Leave of Absence, I have been left with no other course of action than to resign. I need to make my health and safety a priority and am unable to do that and maintain the level of leadership you need from a manager.

Thank you for your leadership through these few, but impactful, months. I have enjoyed my time with Starbucks in Arizona and will continue to look back on this time fondly.

My last day, as discussed, will be November 28, 2021. Please let me know when a good time would be to leave my company issued items (laptop, keys, etc.) with you so they can be properly returned.

Thank you

-Brittany Harrison

amazonbasics

Creating Culture where everyone's welcome

Acting w/ Courage, Challenging Status quo

Being Present, transparency + Respect

Delivering Best + Accountable

1 Staffing + Scheduling
2 Teaching + Training
3 Sales + Inventory
4 Ops Standards
5 Business analysis + Problem Solving
6 Prioritizing + Planning
7 Culture + Communication
8 Coaching Performance + Dev.

Sea' Beach St. Cloud
SB + Westminster
7th + ~~[illegible]~~ Redondo } Dorr
7th + Park } Amanda + Margaret

Long Beach + Willow } Amanda + Sharon 3+4
Bellflower + Spring
2nd + Covina } Brittany + Sharon 3+4
Ocean Alamitos
Santan 202 } Tricia
Power Baseline

REJECTED EXHIBITS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

In the Matter of: **Case No.: 28-RC-286556**

STARBUCKS CORPORATION

Employer

and

WORKERS UNITED

Petitioner

Place: Videoconference
Dates: December 10-14, 2021

OFFICIAL REPORTERS

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

From: noreply@starbucks.com
Date: December 8, 2021 at 7:55:50 AM MST
To: Tricia Lowder <tlowder@starbucks.com>
Subject: NOTIFICATION: Completion of Separation

Dear Partner,

A Separation has been completed.

Partner Name: Brittany Danielle Harrison
Store/Department: 05610 - Power Rd. and Baseline Rd.
Most Recent Date of Hire: 02 October 2017
Position Title: store manager
Requested Date of Action: 06 December 2021

Please promptly send the partner file to mail stop S_PSS.
Review the separation procedures and materials, including the Manager's Separation Checklist for additional required steps.
- Store managers/District Managers, consult the Partner Resources Manual for procedural information.
- Non-store managers, contact your Partner Resources generalist for procedural information and forms.

If you have any questions, please contact the Partner Contact Center at 1-866-504-7368.

Best Regards,

Starbucks Coffee Company

This message was generated from an unmonitored mailbox; please do not reply.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

STARBUCKS CORPORATION	)	
	)	
Employer	)	
	)	
and	)	
	)	Case No. 28-RC-286556
WORKERS UNITED	)	
	)	
Petitioner	)	

REQUEST FOR REVIEW OF REGIONAL DIRECTOR'S DENIAL OF STARBUCKS' MOTION FOR EXTENSION OF TIME TO FILE A POST-HEARING BRIEF

The Employer, Starbucks Corporation ("Starbucks") through counsel and pursuant to Section 102.67(c) of the Rules and Regulations of the National Labor Relations Board, respectfully requests review of the Regional Director's denial of Starbucks' Motion for Extension of Time to File Post-Hearing Briefs (the "Motion") for the above-referenced petition, which unduly prejudices Starbucks' ability to complete and submit its post-hearing brief, and further requests that the National Labor Relation Board (the "Board") grant Starbucks' Motion and provide it an additional week up to and including December 29, 2021 to submit its post-hearing brief. In support of this Request for Review, Starbucks states as follows:

1. From December 11 to 21, 2021, Starbucks and Workers United (the "Union") participated in a representation hearing for the above-captioned petition before Hearing Officer Fernando Anzaldua. Upon the closing of the record, Mr. Anzaldua ordered the filing of post-hearing briefs by December 21, 2021 and counsel for Starbucks requested an extension of time to file the post-hearing briefs, which Mr. Anzaldua denied.

2. On December 15, 2021, Starbucks again requested an extension of time for the parties to file post-hearing briefs by December 29, 2021 in writing to the Regional Director of Region 28 (the "Regional Director").

3. On December 16, 2021, the Regional Director denied Starbucks' Motion on the grounds that Starbucks lacked good cause to grant the extension because the same or similar issues litigated during the hearing have already been litigated and/or briefed in two earlier R case hearings before Region 3 involving Case Nos. 03-RC-282115, 03-RC-282127, 03-RC-282139, 03-RC-285929, 03-RC-285986, and 03-RC-285989. The Regional Director also based his decision on the grounds that the parties have already submitted thorough Statements of Position prior to the hearing and because Starbucks did not identify what additional information would be provided in its post-hearing brief that has not already been provided during the preceding cases in Region 3 or during the hearing for this matter.

4. Contrary to the Regional Director's asserted reasons for denying Starbucks' request, the issues litigated in this case are not similar to the issues litigated in the R case hearings before Region 3. The instant petition involves an entirely different set of decision makers, policies, and district-wide organizational structure because it is in an entirely different geographic market (in and around Mesa, Arizona) from the petitions at issue in the two prior R case hearings in Region 3 (New York). In addition, the hearing in the instant petition involved extensive expert testimony concerning the interchange of employees between the petitioned for unit and the larger district. Moreover, counsel for Starbucks anticipates that it will not receive the transcripts for the hearing until the close of business on Friday, December 17, 2021 despite Starbucks' having made arrangements for expedited delivery. This leaves, at best, only two business days to incorporate the key facts testified to at hearing, most of which are unique to the Arizona district

market, into its post-hearing brief. For reference, the facts and law necessary for the briefs in the New York matters were more than 40 pages long. The factual record in this matter as it relates to the petitioned store and its relationship to the district in which it operates is extensive.

5. As such, the Regional Director's decision to deny Starbucks' request for an extension of time to file a post-hearing brief unduly prejudices Starbucks' ability to complete and submit its post-hearing brief for the instant petition in light of the holiday season and the factual circumstances unique to the instant petition. Starbucks respectfully submits that granting a one week extension up to and including December 29, 2021 will provide it adequate time to complete and submit its post-hearing brief.

WHEREFORE, Starbucks respectfully requests that the NLRB reverse the Regional Director's denial of Starbucks' Motion for an Extension of Time to File a Post-Hearing Brief, and that the due date for such filings be extended to December 29, 2021.

Respectfully submitted this 17th day of December, 2021.

LITTLER MENDELSON, P.C.

/s/ *Brooke E. Niedecken*

Brooke E. Niedecken
41 South High Street, Suite 3250
Columbus, OH 43215

CERTIFICATE OF SERVICE

This certifies that the foregoing REQUEST FOR REVIEW OF REGIONAL DIRECTOR'S DENIAL OF STARBUCKS' MOTION FOR EXTENSION OF TIME TO FILE A POST-HEARING BRIEF was filed with the National Labor Relations Board via the Agency's E-Filing System on December 17, 2021, and that a copy of same was served on the same to the following parties:

Via e-mail
Cornele A. Overstreet
Regional Director
Region 28
2600 North Central Ave., Suite 1400
Phoenix, AZ 85004-3009
cornele.overstreet@nlrb.gov

Via e-mail
Ian Hayes
Creighton, Johnsen & Giroux
1103 Delaware Ave.
Buffalo, NY 14209
ihayes@cpjglaborlaw.com

LITTLER MENDELSON, P.C.

/s/ *Brooke E. Niedecken*
Brooke E. Niedecken

4894-7797-9911.1 / 055187-1188

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

STARBUCKS CORPORATION

Employer Case 28-RC-286556

and

WORKERS UNITED

Petitioner

UNION'S OPPOSITION TO EMPLOYER'S REQUEST FOR REVIEW

The Union opposes Starbucks' Request for Review of the December 16, 2021 Order by RD Cornele Overstreet, denying the Employer's second request for an extension of time to file briefs in this case.

As the RD pointed out in his Order, this case represents the third identical attempt by Starbucks to raise a losing argument regarding the appropriate unit of a Starbucks store. The same parties have now litigated the same issue based on parallel and virtually indistinguishable facts three times. The factual record the Employer was allowed to develop during the hearing in this case is almost verbatim a repetition of testimony already presented by the parties in the first two Buffalo cases in Region 3. The transcript of the instant case will be functionally identical to that in the first two cases, only with different proper nouns and statistics supplied. The same will inevitably be true of the parties' submissions to the RD.

The employees at the Power and Baseline store have already endured unreasonable delay in their attempt to hold a representation election, and the Union respectfully submits that any further delay to allow attorneys to write and edit briefs would not serve the purposes of the Act.

Furthermore, the court reporter in this case delivered the parties the hearing transcript shortly after the Employer served its Request for Review, giving the parties four full days to write briefs that will joylessly recite for a third time the same facts and arguments.

Starbucks' request for review should be denied in its entirety.

Dated: December 17, 2021
Buffalo, NY

/s/ Ian Hayes

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CERTIFICATE OF SERVICE

I certify that the Union's Post-Hearing brief in Case No. 28-RC-286556 was electronically filed on December 17, 2021 through the NLRB E-filing system, was served via email to the on the same day:

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

STARBUCKS CORPORATION

Employer

and Case 28-RC-286556

WORKERS UNITED

Petitioner

ORDER

The Employer's Request for Review of the Regional Director's Denial of Starbucks' Motion for Extension of Time to File a Post-Hearing Brief is denied as it raises no substantial issues warranting review.

JOHN F. RING, MEMBER

GWYNNE A. WILCOX, MEMBER

DAVID M. PROUTY, MEMBER

Dated, Washington, D.C., December 21, 2021.

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Attached is the Board's Order in above-subject case.

CERTIFICATE OF SERVICE

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

STARBUCKS CORPORATION Employer and **WORKERS UNITED** Petitioner	**Case No.: 28-RC-286556**

POST-HEARING BRIEF ON BEHALF OF STARBUCKS CORPORATION

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I. INTRODUCTION.

Workers United ("Union") seeks to represent all Baristas, Shift Supervisors, and Assistant Store Managers ("ASMs") at a Starbucks Corporation ("Starbucks" or "Company")-owned store located at Power and Baseline Roads in Mesa, Arizona (the "Power and Baseline" store). Starbucks contends that the smallest appropriate unit including the Power and Baseline store must also include the other thirteen stores in Starbucks' District 380. Starbucks proceeded to a hearing before the Region to protect the rights of all non-supervisory hourly partners working in District 380 to vote on the question of union representation.

Although the single-store presumption is applicable to this case, the evidence presented by Starbucks during the three-day hearing between December 10 and 14, 2021, when analyzed in light of well-established National Labor Relations Board ("Board" or "NLRB") case law, proves that the presumption has been rebutted because the Power and Baseline store does *not* maintain the local autonomy, control, or authority sufficient to sustain a presumptive single-store unit. All of the District 380 stores are highly integrated and follow exacting operational protocols to ensure each of the fourteen stores has the same "feel," is similarly merchandized, uses the same customer flow, sells the same food and beverages, and overall provides the same consistent Starbucks experience customers both expect and deserve. To ensure consistent service, Starbucks employs a dedicated team of partners who are hired with the expectation that they will work in multiple stores throughout the district. All District 380 partners are similarly trained, perform the same roles and duties, and enjoy the exact same terms and conditions of employment. Partners are able to work in any District 380 store on any given day and, without additional store-specific training, seamlessly provide the same great customer service. By design, not happenstance, 45% of Baristas and Shift Supervisors worked in multiple District 380 stores in fiscal year 2021, and 58% of

partners working in the Power and Baseline store were "borrowed" from other stores. District 380 partners are indeed one team and view themselves as one team.

Because District 380 operates as one functionally integrated unit with high levels of employee interchange, and common wages, benefits and employment terms for partners throughout the district, a single-store unit is not conducive to stable labor relations. Moreover, any decision finding a single-store unit appropriate would be improperly controlled by the extent of the Union's organizing in violation of Section 9(c)(5) of the National Labor Relations Act ("Act") since the facts, the law and the practicalities of the labor relations situation in District 380 mandate a single, district-wide unit.

Respectfully, the Region must not reward Workers United for using the NLRB's process to effectively gerrymander voters. The Section 7 rights of all District 380 partners must be protected by permitting them to vote together in one District 380-wide election.

II. BACKGROUND FACTS AND PROCEDURAL HISTORY.

Starbucks operates over 9,000 retail locations across the United States to connect communities, one cup of coffee at a time. The Company's North America retail operations are organized into twelve retail regions. (B I Tr. 110; M Tr. 25).[1] District 380 is part of Starbucks' Region 140 and Starbucks' Western Mountain Region. (M Tr. 26, 117). Regional Vice President Andrea Streedain oversees the Western Mountain Region, and therefore has responsibility for both District 380 and the Power and Baseline store (also known as Store 5610). (M Tr. 25, 26). During relevant times, Regional Director Eric Brouhard oversaw Region 140 and reported to Streedain.

[1] The Region has taken administrative notice of the transcripts from the R case hearings in 03-RC-282127, et al (Buffalo I), and 03-RC-285929, et al (Buffalo II). (M Tr. 8-9).

References to the Buffalo I transcripts are (B I Tr. ___). References to the Buffalo II transcripts are (B II Tr.___). Exhibits presented in the Buffalo I hearing are referred to as (___Ex. XX). Exhibits presented in the Buffalo II hearing are referred to as (__ Ex. 1XX). Exhibits presented in this hearing are referred to as (__ Ex. 2XX).

(M Tr. 26). Tricia Lowder is the District 380 District Manager, and she ultimately reports to Streedain as well. (M Tr. 26, 27). Lowder is focused on operations, execution and talent planning in District 380 with oversight from Streedain. (M Tr. 27-30).

District 380 consists of fourteen total stores, thirteen of which are drive-thrus, and one of which is a café. (M Tr. 30, 87). The Power and Baseline store at issue in this case, like the majority of District 380's stores, is a drive-thru. (M Tr. 108). All stores at issue in District 380 are owned and operated by Starbucks. (M Tr. 117).

As set forth below, individual stores in District 380 do not have sufficient local control over their operations or labor relations to justify a single-store unit. All District 380 stores operate according to heavily detailed operational plans, devised at the national level, which include details as minute as to the exact location of a cake pop in a food display. These details are what ensure that all customers receive the same Starbucks customer experience of products and service, regardless of the store they frequent in District 380. Store operations are further driven by Starbucks' heavy reliance on technology that forecasts customer demand across District 380, and schedules partners to work based on the forecasted demands and partners' availability. All District 380 stores share the same consistent décor and receive the same products and supplies from the same vendors via the same supply logistics network. By design, all District 380 stores operate according to the exact same protocols without variance. The Power and Baseline Store Managers[2] do not have any ability to deviate from these policies and procedures.

Further by design, all the partners who work across the District 380 stores share the same exact terms and conditions of employment regardless of the store in which they may work on any given day. The record is devoid of a single example of any difference in the terms and conditions

[2] There are currently two Store Managers covering the Power and Baseline store. (M Tr. 103-104).

of employment amongst any District 380 partners. Starbucks designed its operations to enable its partners (most of whom are part-time) to work in any store, at any time, to meet its operational needs. In fact, for that reason, Starbucks hires its partners with the express understanding that they may work in any District 380 store. Because the District 380 stores operate under the same protocols and all partners district-wide share the same exact terms and conditions of employment, there is extensive partner interchange and partner contact across the entire district.

Finally, although the Regional Director has recognized that the unit issues in this case are similar to those in the Buffalo cases being handled by Region 3, and although Starbucks has deployed national policies and technology tools to standardize operations across the United States, there are critical differences in how the Buffalo Market is managed versus how District 380 is managed, and also with respect to employee interchange. These differences are driven, at least in part, by the discretion of the District Managers in how they approach the particular facts and circumstances arising in their districts – sometimes referred to by Starbucks as the "District Manager Approach". These differences reflect not only Starbucks' centralized management of stores at the market or district-level, but also require the Region to independently analyze the facts and circumstances of this case.

Accordingly, Starbucks believes that the Union seeks an inappropriate single-store unit, and that the only appropriate unit is one covering all Baristas and Shift Supervisors working across District 380, defined as follows:

> Included: All full-time and regular part-time hourly baristas and shift supervisors, employed at the Employer's facilities located in Starbucks Corporation's District 380 in Arizona.
>
> Excluded: All store managers, assistant store managers, office clerical employees, professional employees, guards and supervisors as defined by the Act, and all other employees.

Further, because the evidence establishes that Starbucks employs a large number of irregular, part-time partners in District 380, and 58% of all partners who work in the Power and Baseline store are partners from other stores, any employee who has worked at least four hours per week in the calendar quarter preceding the eligibility date should be eligible to vote. *Davison-Paxon*, 185 NLRB 21, 24 (1970).

The Region conducted a hearing regarding the unit scope on December 10, 13 and 14, 2021. Both Starbucks and the Union called numerous witnesses and introduced exhibits during the hearing.[3]

III. THE ONLY APPROPRIATE UNIT IS ONE COMPRISED OF ALL STORES IN DISTRICT 380.

The totality of the evidence before the Region rebuts the single-store presumption and requires the conclusion that the only appropriate unit is one that consists of all Baristas and Shift Supervisors working in District 380. Under current Board law, a single-store bargaining unit is presumed to be appropriate in the retail chain setting. In order to rebut that presumption, a party must negate the separate identity of the single-facility unit. *Red Lobster*, 300 NLRB 908, 910 (1990). To determine whether the single-facility presumption has been rebutted, the Board analyzes the following community of interest factors: (1) the extent of central control over daily operations and labor relations, including the extent of local autonomy; (2) the functional coordination in operations between locations; (3) the similarity of partner skills, functions, training and working conditions; (4) the extent of common wages, benefits and other terms and conditions of employment; (5) the degree of partner interchange; (6) the geographic proximity between

[3] The Union's inclusion of ASMs in the unit was not an issue set for hearing. Starbucks contends that the ASMs employed in District 380 stores are Section 2(11) supervisors. This issue was deferred for resolution after the election. (M Tr. 13).

locations; and (7) the parties' bargaining history, if any exists. *See Trane, Inc*., 339 NLRB 866, 867 (2003); *McDonald's, Inc*. 192 NLRB 878, 880 (1971); *see also Foodland of Ravenswood*, 323 NLRB 665, 666 (1997); *Red Lobster*, 300 NLRB at 910.

As set forth below, the evidence proves that the single-store presumption has been rebutted in this case by establishing that: (1) Starbucks centrally controls the daily operations and labor relations of the District 380 stores such that individual stores and store managers have little or no autonomy; (2) there is extensive functional coordination in operations between District 380 locations; (3) partner skills, functions, training and working conditions are nearly identical across the market and are primarily controlled by centrally promulgated policies and procedures; (4) common wages, benefits and other terms and conditions of employment are the same across District 380; (5) there is a high degree of partner interchange across the district; (6) District 380 stores are geographically proximate to one another; and (7) although the parties have no formal bargaining history, there is a uniformity of partner interests throughout the market.

A. Starbucks Controls the Daily Operations of All District 380 Stores at the District Level or Higher.

A single-location unit is not appropriate because individual stores in District 380 lack sufficient control over daily operations or labor relations; rather, such control primarily lies at the district level or above and applies to all stores in District 380. *See, e.g.*, *Budget Rent A Car Systems*, 337 NLRB 884, 885 (2002); *Super X Drugs of Ill., Inc*., 233 NLRB 1114, 1114-15 (1977)*; Kirlin's Inc. of Cent. Illinois*, 227 NLRB 1220-21 (1977). Facts supportive of a multi-location unit include evidence that decisions such as store layout, products, pricing, merchandising, purchasing, daily operations, and scheduling, are made on a multi-store basis rather than a single-store basis. *See, e.g., Super X Drugs*, 233 NLRB at 1114. Further demonstrating the lack of local autonomy vested in Store Managers, the evidence shows that ASMs and Shift Supervisors, who are included in the

petitioned-for bargaining unit, share many of the duties on which the Union relies to establish local autonomy. Thus, such duties cannot serve as evidence of discretionary local autonomy since they are performed by partners the Union contends are not supervisors within the meaning of the Act.

Here, the evidence proves that Starbucks controls the operations and labor relations of the Power and Baseline store and all other District 380 stores at the District Manager-level or above. Store Managers have very narrowly limited control over operational or labor decisions, and even the bulk of that control is shared with Assistant Store Managers and Shift Supervisors, militating against a single-store bargaining unit.

1. Operational Decisions are Controlled at the District Level and Above.

The evidence demonstrates that store planning, design, layout, maintenance, supplies, merchandising and promotions are all controlled by policies and procedures applicable to all stores in District 380. Individual Store Managers have no control over these operational issues.

a. Store Planning, Design, Layout and Maintenance are Centrally Controlled at the District Level and Above.

All decisions about whether and where to build new Starbucks stores, and whether to close, remodel, or relocate current stores, are made at the district level and above. (B I Tr. 53-56, 63, 185; M Tr. 86-87; 132). Decisions to open or close stores within the District are made through collaboration between Starbucks' corporate operations team, the store development team, the real estate team, and the market planning team with input from Regional Vice President Streedain and Regional Director Brouhard. (M Tr. 123, 125-128, 132).

Starbucks has a strategic plan covering District 380, which is a high-growth area. (M Tr. 27, 118). Starbucks also has centrally determined guidelines for the ratio of stores to people in a particular area—it plans for density of 10,000 people to one store. (M Tr. 119).

Brouhard prioritizes the stores to be opened or closed and Streedain, together with the

corporate design and construction team, is the final decision maker. (M Tr. 88). Karen Gleason Parrott, the Store Development Director for District 380, testified that it is her decision about whether to relocate stores, and she decided to relocate the Power and Baseline store to its current location in 2015. (M Tr. 117-118, 123-125). Starbucks has centrally developed a prototype store design that represents the Starbucks' brand and includes specific equipment and other layouts to drive store efficiencies. (M Tr. 125). Starbucks' centrally determined design and layout requirements are only modified to meet landlord requirements. (M Tr. 125). Store Managers do not have any input into store location, design, construction, size, layout, décor, equipment, or whether or when a store will be remodeled. (M Tr. 87-88, 95-97, 132, 161).

If a store needs a piece of equipment or repairs, a Shift Supervisor, ASM, or Store Manager submits a digital work ticket to an electronic system applicable to all stores in District 380, which is then taken up by Starbucks' facilities management team. (M Tr. 86-87). Starbucks' facilities team locates and schedules the vendors and handles vendor payments. (*Id*.). The local store has no discretion as to when or how the ticket is resolved. (*Id*.).

Relatedly, permanent store closure decisions are made by a committee composed of high-level representatives involving Parrott, Streedain, and the store development, finance, market planning, and legal teams. (B I Tr. 182; M Tr. 114, 132). Again, individual Store Managers play no role in the decision as to whether their store will remain open or be closed. (B I Tr. 181-183; M Tr. 132).

b. Supplies, Merchandising, and Promotions are Centrally Controlled at the District Level or Above.

Starbucks creates and implements detailed operational protocols to ensure customers receive the same Starbucks experience regardless of the store they visit on any given day. Customer flow, product selection, and services are highly orchestrated within the District 380 stores. Simply

put, as consumers we all know that we will receive the same great beverages, food, and experience no matter which Starbucks we enter – that is a product of extensive, centralized design and control over store operations.

All District 380 stores utilize the same products and supplies. Decisions as to what products will be sold and what supplies will be utilized in District 380 stores are made by Starbucks' centralized supply chain and product teams. (B I Tr. 70; M Tr. 58, 84-85, 108). Menus are set outside of the stores and are consistent across all District 380 stores. (B I Tr. 82-83; M Tr. 56-59). Again, Store Managers have no role in this process; they do not determine what products will be sold at their assigned stores, and they cannot vary from Starbucks' pre-determined product offerings. (B I Tr. 70-71, 82-83; M Tr. 56-59).

Store promotions also are determined on a centralized basis, and Store Managers cannot decide to opt out of promotions or hold their own promotions. (M Tr. 156). Every twelve to thirteen weeks, Starbucks headquarters issues a planning period guide nationally and to all District 380 stores. (B I Tr. 351; M Tr. 56-59). The planning guide includes in-depth discussions of the promotional items to be showcased during the planning period, special food or drink items to be offered at all stores, as well as instructions on how to implement the new promotional items. (B I Tr. 351). Just as in the Buffalo Market, all District 380 stores receive the same planning guide at the same time, and all District 380 store partners are required to adhere to the planning guide's directives on how to prepare seasonal food and beverage items and display such items. (B I Tr. 351-352; M Tr. 56-59). Store signage is centrally produced by Starbucks' creative studio. (M Tr. 156-157). Individual stores and Store Managers execute the prescribed plans, and the District Manager is directly involved in such launches. (M Tr. 406-407 (Harrison)). Store Managers do not have the authority or autonomy to deviate from the planning guide procedures, they may not

decline to participate in "promo" periods, and they have no control over the products and merchandise offered by the store during these periods. (B I Tr. 351; M Tr. 56-59).

Like Buffalo, Starbucks' extensive centralized operational control drills down to the details of which coffees will be brewed in its District 380 stores each week, how food will be displayed, and how food and beverage items are presented. (B I Tr. 86; M Tr. 56-59, 158-159). In fact, Starbucks headquarters regularly distributes a "Siren's Eye" to each store. (B I Tr. 295-296; M Tr. 57, 158-159; Er. Exs. 21, 207). Similar to the directives in the planning period guide, the Siren's Eye tool identifies and dictates exactly how and where each store displays its merchandise. (B I Tr. 295-296; M Tr. 57-59, 158). Each Siren's Eye has an effective date determined by Starbucks headquarters, and the document includes visual layouts providing direction on where bottles of water are placed, how many cake pops are displayed in the food case and where they are placed, and the temperature at which merchandise should be maintained. (B I Tr. 101-102, 356, 358-359, 295-296; M Tr. 56-59, 158-159; Er. Exs. 21, 207). All District 380 partners receive and implement the Siren's Eye at the same time. (M Tr. 57). Store Managers do not participate in the creation of the Siren's Eye and cannot vary from the operational guidelines set forth in the Siren's Eye. (B I Tr. 80, 83; M Tr. 56-59, 159). The role of the store is to execute on the carefully designed plans so customers have a consistent experience in whichever store they visit.

Relatedly, individual Store Managers have little or no discretion or input on product or supply pricing, procurement, invoicing, or purchasing. (B I Tr. 70-71, 350-351; M Tr. 56-59, 153). Pricing is handled by the "pricing team" at the market, regional or national level, not at the store level. (B I Tr. 350-351; M Tr. 59). All procurement, invoicing, and payment of food and beverage items are processed by the Starbucks supply chain team on a district-wide basis. (B I Tr. 70-71; M Tr. 84-85). Product and supply orders for all stores in District 380 are placed on a district-wide

basis. (B I Tr. 70-71; M Tr. 84-85). In fact, the District 380 stores purchase the same products from the same vendors, the products are shipped from the same warehouse utilizing the same delivery trucks, and the invoicing for products and supplies is handled by the same centralized resource. (M Tr. 84-85, 153-155; *see also* B I Tr. 65-66, 70-73, 75). Store Managers cannot order products beyond those specified by Starbucks, cannot exceed limits on certain products, cannot change distribution centers for their stores, do not plan delivery routes, and do not determine product pricing. (M Tr. 153-156).

Starbucks also uses engineering tools to automatically replenish all packaged food, packaged coffee, merchandise, and gift cards for District 380. (M Tr. 84-85, 151-153; B I Tr. 346). New inventory arrives without any orders or requests from individual stores, and Store Managers *cannot* adjust their orders for certain products. (M Tr. 84-85; B I Tr. 346-347). The Company also has an auto-shipment process for select food and beverage items, and it has plans to make beverage and paper product orders automated as well. (M Tr. 84-85, 153; B I Tr. 346-347). Thus, new and seasonal items are automatically shipped to each store without any interaction from the store manager. (M Tr. 84-85; B I Tr. 346-347).

For those products not covered by automated shipment, all stores use the same inventory management system ("IMS") that automatically suggests order quantities based on order history. (M Tr. 84-85, 150; B I Tr. 74, 345-346). This "par builder" determines each store's appropriate order and inventory needs based on sales history, forecast, and trend data. (B I Tr. 345-346; M Tr. 84-85, 108, 150). There are also "suggested order quantities," or SOQs for each store, which are designed to minimize the need for human input in inventory orders. (M Tr. 151-153; B I Tr. 346). If the inventory is accurate, and the counts are right, then the IMS works with very little input from store-level management. (M Tr. 152; B I Tr. 346). Although Store Managers, ASMs and Shift

Supervisors have some ability to make changes in the IMS, any changes can be made only within parameters centrally established by Starbucks. (M Tr. 153; B I Tr. 123-124). Starbucks seeks to limit the input local stores can make into the system because inventory quantities are determined based on previous trends, product mix, sales forecasts and other factors. (M Tr. 152; B I Tr. 346-347). The limitations on local stores' ability to modify ordering are intended to ensure sufficient inventory of supplies exists for other stores to meet customer demand throughout District 380, not just at an individual store, and thus Starbucks reduces waste. Moreover, the fact that Store Managers as well as ASMs and Shift Supervisors can modify orders demonstrates the lack of discretionary local autonomy in this area since this is a task performed by assertedly non-supervisory employees.

2. Labor Relations Decisions are Controlled at the District Level and Above, Not at the Individual Store Level.

Labor relations also are centrally controlled at the District 380 level or above through the regular and substantial interaction of the District Manager with each of the stores, and Starbucks' nationally deployed policies and technology tools. Specifically, the District 380 District Manager frequently communicates with the stores and often is in the stores weekly. (M Tr. 54-55). She has weekly meetings with all of the District 380 Store Managers, she holds bi-monthly hiring and staffing meetings with all of the Store Managers in her district, and she holds promotional planning meetings with all of the Store Managers in her district. (M Tr. 54-55, 103). As the evidence discussed below demonstrates, virtually every major decision with respect to labor relations is handled at the District Manager level and above.

a. Staffing Needs are Determined on a District-Wide Basis Utilizing the Partner Planning and Partner Hours Tools.

The staffing needs of all stores within District 380 are centrally determined at the District Manager level and above. (M Tr. 4-35, 43-44, 94-95, 149). The District 380 District Manager

reviews the staffing and labor hours for each store in the district weekly through information generated by the Partner Hours tool. (M Tr. 43-44, 94-95 149). The Partner Hours tool and the Partner Planning tool work hand-in-hand to forecast customer demand across District 380 on a per store basis, determine the number of partners to be scheduled in a particular store in the district, and determine a forward-looking forecast of how many partners may need to be hired. (Er. Exs. 4, 205; B I Tr. 218; M Tr. 94-95, 149-150, 245-246). Only the District Manager has access to the information generated by the Partner Planning tool; Store Managers do not have access to this information unless granted by the District Manager. (M Tr. 94).

b. Applications and Hiring are Handled on a District-Wide Basis.

Starbucks obtains and processes employment applications on a centralized basis. Applicants for Barista and Shift Supervisor positions are received through Starbucks' career website. (B I Tr. 224-234, 245-257; M Tr. 64, 248). All applicants complete the same job application on Starbucks' website and answer the same pre-screen questions. (B I Tr. 224-234, 256-257; M Tr. 63-65, 248-249; Er. Exs. 8-9). Once the applicant passes the pre-screening process, his or her information is entered, centrally stored and remains active in Starbucks' hiring platform called Taleo. (B I Tr. 233-234, 236-238; M Tr. 63-64). A recruiter assigned to District 380 assists with inputting information into Taleo, reviewing the answers to the pre-screen questions, and scheduling interviews. (M Tr. 68-69, 117-118). The applicant information contained in Taleo is visible to all Store Managers in District 380 because hiring is handled on a district-wide basis rather than a store-by-store basis. (M Tr. 166).

In District 380, Starbucks holds bi-monthly hiring fairs; the structure of these fairs is specific to District 380, and they are organized by the District Manager. (M Tr. 63-66, 246). These hiring fairs are the primary way that hiring is currently handled in District 380. (M Tr. 247, 250, 262). Applicants contained in the Taleo database are invited to the hiring fares where multiple

Store Managers and/or the District Manager conduct interviews of each candidate according to a pre-established script of questions. (M Tr. 63-66, 250, 251, 263).[4] Ultimately, following this district-wide job fair and collective interviewing process which allows the District Manager to have input, Store Managers make the final hiring decisions for baristas. (Tr. 43, 66). Critically, however, the District Manager makes the hiring decisions for Shift Supervisors and Store Managers, and the District 380 District Manager works "shoulder-to-shoulder with all her store managers during the hiring process." (M Tr. 43, 66, 262). After an offer is extended, Starbucks personnel outside of District 380 process a background check. A candidate who passes the pre-screening assessment and is offered employment (contingent upon background check), still may not become a partner if the background check does not clear. (B I Tr. 241).

The Union's witnesses testified that they had seen prior Store Managers in the Power and Baseline store interview candidates in the store lobby, and one Union witness engaged in a discussion about the candidate after the interview. They also testified that if someone walked into the store and handed them a resume, they should give the resume to the Store Manager. But the Union's witnesses also admitted that they do not have personal knowledge about whether the candidate would have interviewed with other Store Managers, because "if it didn't happen in my store, I wouldn't see it." (M. Tr. 309 (Alanna)). This obviously would also be true of the hiring fairs as well—if they did not occur at the Power and Baseline store (which they did not), the Union witnesses would have no personal knowledge about them.

Union witnesses also testified that they did not know if the Store Manager contacted a District Manager prior to making a hire. (M. Tr. 349 (Hejduk)). Further, much of the testimony

[4] Hiring through the pre-scheduled hiring fairs is the expectation in District 380. While Store Managers are permitted to hire applicants outside of this process, all applicants are interviewed by two Store Managers and/or an ASM or District Manager before they are hired. (M Tr. 248, 265). There is no evidence that a Store Manager has the ability or authority to hire an applicant on their own.

regarding the Power and Baseline Store Managers conducting interviews and hiring employees involved former Store Managers rather than relating to the hiring process as it currently exists. *See Dattco, Inc.*, 338 NLRB No. 7, slip op. at 2 (2002) (finding single facility unit inappropriate in light of "highly centralized control" over employees at a single bus terminal notwithstanding previous finding that a high degree of local autonomy existed at employer's other bus terminals); *Frito-Lay, Inc.*, 202 NLRB 1011, 1012-13 (1973) (finding petitioned-for unit inappropriate as single location lacked local autonomy in light of reorganization undertaken by employer). In fact, former Store Manager Harrison confirmed that employees must apply through Starbucks Taleo system, and that recruiters could have a role in hiring that she was not aware of. (M Tr. 422). Such evidence lacking in personal knowledge and based on prior rather than current procedures should be given no weight and is not sufficient to rebut Starbucks' evidence describing the current hiring practices on a district-wide basis.

c. Promotions are Controlled on a District-Wide Basis.

With respect to promotions, the evidence is clear that the District 380 District Manager makes the decision to promote a Barista to Shift Supervisor. (M Tr. 67, 289). The District Manager and the Regional Director make the decision to promote a Shift Supervisor to ASM. (M Tr. 67; *see also* M Tr. 314). To be promoted from ASM to Store Manager, the candidate must be interviewed by a panel of District Managers, and the panel collectively makes a promotion recommendation. (M Tr. 67). The District Manager is involved in the performance evaluation process through quarterly check-ins. (M Tr. 84). Moreover, the District 380 District Manager has implemented a mentorship program that allows Shift Supervisors and Baristas to come together with Store Managers throughout the district for mentoring, which further highlights the district-wide nature of the development and evaluation process. (M Tr. 65, 66, 67-68).

In fact, the evidence reveals that Starbucks implemented a Career Progression process in

early 2021 whereby partners interested in promotion must apply for available positions through Taleo, and the progression process is centralized at the district level or above. (B II Tr. 57-58). Pursuant to the Career Progression process, Store Managers are not involved in job promotions for Baristas and Shift Supervisors. (B II Tr. 57). Rather, partners apply for available promotion positions through Taleo. (B II Tr. 57-58). Recruiters and interviewers then conduct a pre-screening process and interviews, and they make the decision to promote or not promote someone into a new position, unless the promotion is into an ASM or Store Manager position, in which case the District Manager makes the promotion decision. *Id*.

This process is consistent with Shift Supervisor Alanna's testimony that she decided to apply for a Shift Supervisor position once such a position became open in her store. (M Tr. 289-290). She further testified that the District Manager, not the Store Manager, approves promotions from Barista to Shift Supervisor. (M Tr. 314). Hejduk testified that the Store Manager promoted her from Barista to Shift Supervisor. (M Tr. 336, 348, 352). This testimony obviously conflicts with Alanna's testimony. Hejduk further testified that she does not have knowledge of every conversation a Store Manager has with a District Manager, including no knowledge about conversations regarding promotion. (M Tr. 348, 352). Similarly, although former Store Manager Harrison testified that she was involved in Barista to Shift Supervisor assessments at stores outside of District 380, she sometimes involved other Store Managers in those assessments, and she was not personally involved in any promotions from Barista to Shift Supervisor or otherwise during her time at Power and Baseline. (Tr. 378, 433). Accordingly, this conflicting testimony should be given no weight, especially to the extent it does not reflect Starbuck's current practices. *See Dattco, Inc.*, 338 NLRB No. 7, slip op. at 2; *Frito-Lay, Inc.*, 202 NLRB at 1012-13.

Finally, in the event a partner leaves Starbucks and wants to be rehired, the District

Manager must approve the rehire. (M Tr. 68). This practice also is specific to District 380. (M Tr. 68).

d. Hours of Work and Schedules Are Determined on a District-Wide Basis, and Partners Cover Shifts in Multiple Stores.

Store hours for each store in District 380 are set by the District Manager in partnership with the Regional Director. (M Tr. 49, 146). Store Mangers do not have the ability to set or change hours or to close stores; all such decisions must be approved by the District Manager. (M Tr. 49-50, 146, 165).

Schedules are generated using the Partner Planning and Partner Hours tools. When partners are hired in the District, they enter their availability to work on a form entitled the Partner Availability Form. (M Tr. 34-35; Er. Exs. 3, 201). Notably, the Partner Availability Form seeks partners' availability for hours in which they may be scheduled to work but does <u>not</u> seek partners' limitations as to the stores in which they are willing to work. (Er. Exs. 3, 201). Rather, the expectation is that every partner is available to work in his or her home store and any other stores in the District. (M Tr. 34-36). The Partner Availability Form clearly sets forth the expectation that partners will work anywhere when needed: "[y]ou could also be asked to work at another location to meet the needs of the business or to attain your requested hours." (Er. Ex. 201).

Once the partner completes the Partner Availability Form, the information is inputted into to the centralized Partner Hours database. (B I Tr. 214-215; M Tr. 34). Once the Partner Planning tool marries its forecasting information with the partners' availability data from Partner Hours, the system automatically generates store schedules for each District 380 store. (M Tr. 34-35; B I Tr. 218-219, 260). Thus, the schedules for all District 380 stores are automatically generated in the first instance by technology, not by Store Managers.

Schedules are posted weekly, three-weeks in advance. (M Tr. 38). Overtime must be

approved by the District Manager; it cannot be approved by Store Managers. (M Tr. 36). If all of the automatically generated shifts in a store cannot be covered due to call-offs or other reasons, both the Store Manager and the District Manager look for partners to cover the shifts, both from within the home store involved and from other stores in the District. (M Tr. 36, 39). This practice is so common throughout Starbucks that, Streedain testified that when she was a Store Manager she reached out to her District Manager for assistance in finding coverage, and when she was a District Manager, she found coverage for Store Managers who needed assistance. (M Tr. 108-109).

Relatedly, if a partner wants more hours than are being provided through the scheduling at his or her home store, s/he looks for hours in other stores. (M Tr. 36-38). Partners routinely work hours in stores other than their home stores as evidence by the interchange data discussed below. (M Tr. 37-38). Partners have visibility into the schedules of all the District 380 stores, and they can either be assigned to shifts at stores other than their home store, or volunteer for such shifts. (M Tr. 38-39). Partners can swap shifts with other partners either in or outside of their home stores so long as the find coverage for those shifts. (M Tr. 38-39). And to find such coverage, partners commonly call another store, text each other and use a District 380 group chat to communicate with one another. (M Tr. 39). Starbucks also assigns partners to stores other than their home store; indeed, Streedain testified that an ASM was assigned to Power and Baseline, which was not his/her home store the week immediately prior to the hearing in this matter. (M Tr. 98). Once a partner is scheduled for a shift, regardless of whether it is a home store shift or a shift in another store, and regardless of whether the partner is working it by assignment or choice, it becomes an assigned shift and they simply cannot choose not to work it. (M Tr. 101). They will be disciplined for failing to do so. (M Tr. 40-41, 101).

In addition, Starbucks' scheduling tools specifically schedule Store Managers for "non-coverage" hours in which they are not performing customer-facing duties. (M Tr. 62, 145, 163). District 380 Store Managers are expected to spend about 25% of their time doing customer-facing activities side-by-side with Baristas and Shift Supervisors, and failure to do so could lead to disciplinary action by the District Manager. (M Tr. 62-63). Store Managers do not decide what their non-coverage hours will be, or how many hours they will spend in non-coverage duties. (M Tr. 146). Moreover, during the hours that a store is open, and no Store Manager is present, the ASM or the Shift Supervisors present in the store, both categories of which are included in the petitioned-for unit, are responsible for the store. (M Tr. 146-147). The fact that petitioned-for partners are responsible for the store during the considerable number of hours that a Store Manager is not present is further evidence that individual stores do not operate with sufficient autonomy to sustain a single-store unit.

The Union's witnesses testified that store managers were responsible for scheduling because they had seen store managers "working on schedules" in the lobby of the store, but admitted that this work was limited to switching people on the schedule to cover empty shifts or accommodate time-off requests. (M. Tr. 291 (Alanna), 337 (Hejduk), 383 (Harrison)). Determining such shift coverage, however, is not evidence of local store autonomy because there is no discretion involved—all partners have already designated their available work times, and the schedule identifying the shifts that need to be covered was generated by the Partner Planning tool. (E.g. M Tr. 379 (Harrison)). Union witnesses also testified that Store Managers were responsible for approving time off based on how the schedule was working, but they admitted that partners attempt to cover their shifts themselves by contacting other partners, and that they make time-off requests through Starbucks' technology tools. (M Tr. 291, 299, 315 (Alanna), 340 (Hejduk)).

They further testified that they did not know whether schedules had to be approved by the District Manager before they are finalized. (M. Tr. 315 (Alanna), 348 (Hejduk)). Such speculative testimony that is not based on personal knowledge should be given no weight.

e. Personnel Policies are Centrally Promulgated and Applicable to all Partners in the District.

Starbucks' heavily centralized control carries through its personnel policies. All partners in District 380 are subject to the same personnel policies, as crafted by a human resources team in Seattle. (M Tr. 90-92; B I Tr. 277, 389). The Partner Guide is given to all partners in District 380 (and throughout the country) when they begin work, and it contains all employee policies and procedures. (M Tr. 91-92; Er. Ex. 13).

Likewise, the Operations Manual was developed centrally at the corporate level and contains policies and procedures applicable to all U.S. partners. (M Tr. 90-91). The Operation Excellence Field Guide, which was also developed at the corporate level, applies in all of the stores Streedain supervises and describes all of the field roles, routines, and resources needed for store operations, outlines the roles and responsibilities for all positions within a store all the way to the Regional Director level, identifies the tools and resources each position should leverage, and how the various positions work together to accomplish the goal of delivering a consistent customer and partner experience. (M. Tr. 90-91). All partners have access to the same Partner Contact Center for human resources information and support regardless of the store in which they work. (M Tr. 91; B I Tr. 389). Furthermore, although policies are crafted at the national level, Starbucks employs a Partner Relations Manager responsible for Arizona stores, Keira Bailey, to interface with hourly partners regarding application of these policies. (M Tr. 240).

f. Partner Work Assignments are Centrally Determined by the Play Builder Tool, and Store Managers Have No Meaningful Discretion Over Such Assignments.

The stations to which a partner is assigned during a shift are decided by an engineering tool called the "Play Builder," which was developed by Starbucks' Services Team. (M Tr. 89-90, 92; B I Tr. 354; Er. Ex. 16). The Play Builder, which is used in all stores in the U.S., utilizes data to make projections of the daily store work flow, the product mix, the number of partners scheduled to work, and makes recommendations for where partners should be placed in the line layout and what tasks they should be asked to complete. (M Tr. 89-90, 92, 327-328 (Alanna); B I Tr. 91, 354; Er. Ex. 204). Indeed, former Store Manager Harrison testified that Store Managers are required to use Play Builder, and Shift Supervisor Alanna testified that she uses Play Builder to understand where to assign partners if there are more or fewer partners working on her shift than usual. (M Tr. 327-328 (Alanna), 380 (Harrison)). Notably, the Union's witnesses, including Former Store Manager Harrison, testified that the Shift Supervisor regularly acts as the Play Caller, directing the Store Manager's work area consistent with the Play Builder. (M Tr. 421 (Harrison); *see also* M. Tr. 90).

Moreover, although there is evidence that Shift Supervisors sometimes deviate from the Play Builder-generated plays, the evidence also demonstrates that they do so solely based on their knowledge of which employees are good at what roles and their experience as a Shift Supervisor. (M Tr. 292-93 (Alanna), 338-39 (Hejduk), 384 (Harrison)). Once again, NLRB precedent makes clear that this is not the exercise of supervisory authority. *CNN America, Inc.*, 361 NLRB 439, 460 (2014); *WSI Savannah River Site*, 363 NLRB No. 113, at 3 (2016); *see also Byers Engineering Corp.*, 324 NLRB 740, 741 (1997) (the issuance of instructions and minor orders based on greater job skills does not amount to supervisory authority); *Providence Hospital,* 320 NLRB 717, 727, 729-730 (1996) (routine assignment or direction to perform discrete tasks based on experience,

skills, and training constitutes insufficient indicia of supervisory authority). And the fact that petitioned-for Shift Supervisors and Assistant Managers make such assignments further demonstrates that the assignments are not evidence of local autonomy sufficient to avoid rebuttal of the single-store presumption.

g. Disciplinary Matters are Centrally Determined and Store Managers Have No Discretion to Alter Them.

Further evidence of centralized control is the implementation of partner discipline. Starbucks utilizes yet another technology tool, Virtual Coach, to ensure that discipline is consistently administered across its stores. Virtual Coach was designed to address the high frequency of partners working in multiple stores. Starbucks wanted to ensure that each partner is managed in the same way and subject to the same disciplinary policies and procedures regardless of the stores in which such partner may work. (B I Tr. 280; M Tr. 254). Virtual Coach "creates consistency due to the amount of partners that we have working across stores. And this creates consistency, so that each manager is managing each partner the same when there are violations in policy or behavioral issues that don't meet our standards - or behavioral gaps, I should say." (B I Tr. 280).

All Store Managers in District 380 are trained on and expected to use Virtual Coach. (M Tr. 71-72, 81, 254-255). Virtual Coach prescribes the expected outcome for specific partner behaviors. (M Tr. 71-75, 255; Er. Ex. 22). Thus, when an hourly partner (Barista or Shift Supervisor) has an attendance, conduct or performance issue, Store Managers are required to log on to Virtual Coach, and input information specific to the partner and conduct at issue. Virtual Coach then processes the information and determines the level of discipline to be issued. (B I Tr. 279-280, 387, 481; Er. Ex. 22; M Tr. 71-75). For example, if the underlying conduct involves poor attendance, Virtual Coach guides the Store Manager through a series of "yes" and "no" questions

based on the Company's attendance and discipline policies. (Er. Ex. 22). Virtual Coach asks the Store Manager whether the partner's conduct arose from "extenuating circumstances" or whether the partner is on "leave." It also asks whether the partner has received any "corrective action" on the attendance policy before, and if so, what level and when. Thus, Virtual Coach identifies which policies have been violated and tells the Store Manager what to do. The Store Manager is expected to follow Virtual Coach and does not have discretion to ignore its directives. (M Tr. 254). If a Store Manager wanted to deviate from a directive, he/she would have to consult with the District Manager for approval. (M Tr. 80-81, 255; B I Tr. 283). Should a Store Manager ignore Virtual Coach or fail to use it, they would be subjected to discipline, and there has been a least one such incident in Arizona. (M Tr. 73-75, 254-255, 265-266; B I Tr. 280).

Relatedly, Store Managers are reminded via Virtual Coach to contact their District Manager, who is expected to be involved in all levels of discipline for District 380 partners. (M Tr. 73, 255; Er. Ex. 22). Virtual Coach may also inform the Store Managers to contact Partner Relations for assistance. (M Tr. 73). Ultimately, if a Store Manager plans to issue a documented coaching, they must first consult with the District Manager. (M Tr. 72-75, 255, 270; B I Tr. 283-284; Er. Ex. 18). Indeed, if a partner feels like s/he has been disciplined improperly, s/he can appeal the decision to the partner relations team, which has the authority to change the decision. (M Tr. 269-270, 430 (Harrison)). Only the District Manager or Partner Relations has the authority to overturn a disciplinary recommendation from Virtual Coach and to approve partner discharges. (M Tr. 72-75, 269-270). Moreover, all of the corrective action forms utilized in District 380 and throughout the country are centrally created at the corporate level. (M Tr. 80; Er. Ex. 18).

The Union's witnesses testified that Store Managers are responsible for issuing discipline and terminating employees because a Store Manager said that certain conduct was not appropriate

and would be addressed, and because they identified certain disciplinable conduct and spoke to the Shift Supervisor about it. Such testimony should not be given any weight, however, because it lacks foundation in that they did not testify as to the steps in between seeing or identifying certain conduct and the resulting disciplinary action. Rather, Starbucks' evidence states exactly what happens—the Store Manager utilizes Virtual Coach, and the District Manager or partner relations team approves the disciplinary action. The Store Manager simply delivers the news of a disciplinary action. Indeed, the Union's witnesses admitted that they were not aware of all of the relevant steps or conversations related to discipline. (M Tr. 308-314, 320, 322, 348-351). In fact, Harrison testified that in issuing discipline, she was required "to use the tools" available to her like the Operational Excellence Guide, and also admitted that she did not issue any corrective actions while working as a Store Manager in District 380. (M. Tr. 372, 429-430). Accordingly, this testimony is not evidence of local store autonomy and should be accorded no weight.

h. Partners' Workplace Concerns are Centrally Handled at the District Level and Above.

Supporting its efforts to ensure consistency across stores, Partner Relations Manager Bailey is responsible for partner relations issues in Arizona and helps ensure that such issues are handled consistently on a state-wide basis. (M Tr. 240, 245). Starbucks also utilizes the Partner Contact Center, which acts as a call center to triage incoming partner complaints and questions. All District 380 partners are provided with contact information for the PCC via the Partner Guide. (M Tr. 91; B I Tr. 282; Er. Ex. 13). All partner calls to the PCC are answered by human resources professionals who are trained to calibrate with one another to drive consistent outcomes. Those answering the calls adhere to myriad of scripts to assess the situation. If the incoming call is about harassment or ethics, the partner call is forwarded to the business and ethics compliance team. (B I Tr. 389-390; M Tr. 256-257). If the incoming call is more human resources related, then it is

transferred to the partner relations team. In evidence as Employer Exhibit 23 is a PCC script to address an incoming complaint, which states that the complaint will be shared with the District Manager (DM), not the Store Manager, and the "partner can anticipate follow-up and/or resolution from their DM." (Er. Ex. 23).

In addition, each store in District 380, including the Power and Baseline store, has posted the "Make the Right Call" poster. (M Tr. 243, 257, 258; Er. Ex. 214). These posters describe the roles of the talent acquisition team, the ethics and compliance team, and the partner relations team and provides contact information for each team. (M Tr. 243). Complaints to the ethics and compliance team or to the partner relations team are handled according to the nature of the complaint but are often referred to the District Manager for resolution. (M Tr. 74-75, 244-245).

The Union's witnesses admitted that they have utilized the ethics and compliance hotline to make a complaint, that they can call partner relations with a complaint, that they can call the District Manager with a complaint, and that there are avenues other than Store Managers to get their concerns addressed—all of which exist at the District level or above. (M Tr. 308 (Alanna), 350 (Hejduk)).

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In sum, Starbucks' evidence demonstrates that all decisions regarding staffing, hiring, scheduling, promotions and disciplinary action are controlled by Starbucks' centrally promulgated policies, handled in the first instance by Starbucks' centrally deployed technology tools, and are handled with significant involvement from and approval by the District 380 District Manager. Although the Union's witnesses testified about Store Manager, Assistant Manager, and/or Shift Supervisor involvement in these areas, their testimony was speculative, lacked personal knowledge, or was based on historic rather than current procedures. The evidence also shows that

many of the tasks on which the Union relies to establish local autonomy do not support its position because those tasks are also performed by Shift Supervisors and ASMs, whom the Union contends are not supervisors within the meaning of the Act. This factor strongly supports rebuttal of the single-store presumption.

B. The District 380 Stores are Functionally Coordinated at the District Level or Above.

As the foregoing discussion makes clear, all of the District 380 stores are functionally coordinated both in terms of operations and in terms of labor relations. Starbucks collectively purchases, receives, and delivers supplies and products through the one supply chain system to the stores without any store-level discretion. (M Tr. 84-85). When a store runs low on supplies, partners contact and travel to other stores to pick up the needed supplies. (M Tr. 150; B I Tr. 78-80). All stores in District 380 and throughout the U.S. utilize an automated ordering system for certain products like food and merchandise, and for items not automatically ordered, all stores utilize the same inventory management system for ordering supplies. (M Tr. 84-85).

Starbucks' uniform policies and procedures and deployment of technology tools to standardize hiring, scheduling, assigning work and discipline across District 380 is also strong evidence of functional coordination at the district and national level. Individual store managers, including the Power and Baseline Store Managers, do not have authority to deviate from the centrally promulgated procedures. (M Tr. 423-24, 426, 427, 433, 454 (Harrison)). The uniform deployment and utilization of technology tools also is designed to limit local store autonomy and Store Manager discretion over the areas in which these tools operate, and to ensure operational and labor relations uniformity across all stores in the district. (M Tr. 85, 86, 92, 94).

Perhaps most importantly, however, the functional coordination among the District 380 stores is demonstrated by the way Starbucks manages its partners on a district-wide basis. The

District 380 District Manager appoints all Store Managers in the district. (M Tr. 43). Four district stores are jointly managed, and the District Manager decides which Store Manager covers more than one store. (M Tr. 55). Hiring needs are identified on a district-wide basis, and the district holds district-wide hiring fairs. The District Manager visits stores in the district weekly, reviews staffing and hours reports weekly, conducts weekly meetings with all of the District 380 Store Managers, holds bi-monthly hiring and staffing meetings with all of the Store Managers in her district, holds promotional planning meetings with all of the Store Managers in her district, and is involved in all discipline and discharge decisions. (M. Tr. 54-55, 103).

Another strong example of the functional integration of the District 380 stores is the extensive partner interchange discussed below. Starbucks' operations are built on the premise that partners will work across the District 380 stores as business needs dictate. (M Tr. 30). For that reason, partners are hired with the expectation that they will work at multiple stores during their employment. (M Tr. 30; Er. Ex. 4). As explained in greater detail below, partners with "home" stores in District 380 can and do regularly work in other stores in District beyond their "home" store. (M Tr. 30-31, 34, 37). In fact, 58% of the partners who worked at the Power and Baseline Store between April 29, 2019 and November 14, 2021 were "borrowed" partners with different home stores. *See infra* at 38-39. (Er. Ex. 212).

But above and beyond these factors, functional coordination in District 380 is also demonstrated in the District 380 partner connection networks and affinity groups. Partners throughout the district communicate through a GroupMe group chat communication platform, by text message and by group chat. (M Tr. 99; B I Tr. 536).[5] Partners use these methods to find

[5] The Union's anticipated claim that this app is not a Starbucks-sanctioned app is a red-herring. The fact that partners regularly use the app across District 380 is what counts because it shows their interchangeability and contact. (M Tr. 99; B I Tr. 536). Moreover, the fact that a similar process is utilized

coverage or swap shifts with other partners in the district. (M Tr. 99; B I Tr. 536). These connections demonstrate the high-level of functional coordination among stores in District 380.

In short, Starbucks centrally controls nearly every aspect of day-to-day store operations at the District 380 level or above. This purposeful and detailed centralized decision-making ensures a consistent Starbucks experience for customers regardless of the District 380 store they patronize. This extensive centralized control also enables partners to work seamlessly in any District 380 store without additional training to deliver the same customer experience, while continuing to enjoy the same terms and conditions of employment regardless of the store in which they are working. The functional coordination of Starbucks operations also is strong evidence rebutting the single-store presumption and supports a multi-location unit consisting of all hourly partners working in District 380 as the only appropriate unit.

C. Partner Skills, Functions, and Working Conditions are the Same Throughout the District.

There is no dispute that all of the partners working in District 380 have the same basic job functions and skills,[6] and enjoy the same wages, benefits, and other working conditions regardless of the store in which they work. Again, this is by design because it allows a District 380 partner to work seamlessly in any District 380 store without the need for retraining or making adjustments to wages and benefits.

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in the Buffalo Market demonstrates that districts and markets operate similarly in this regard, and such contact is not mere happenstance.

[6] The Buffalo ARD found that there was a meaningful functional difference between stores with drive-thrus and stores without drive-thrus. In actuality, the only functional difference between these types of stores is that partners working in stores with drive-thrus have to utilize a headset, which is a de minimis difference at most. (B II Tr. 59). Here, this difference is even further minimized because thirteen of the fourteen District 380 stores are drive-thrus and the one remaining store without a drive-thru is scheduled to be converted to a drive-thru store in 2022. (M Tr. 87).

1. All District 380 Partners Have the Same Job Functions and Skills.

Consistent with Starbucks' business model of delivering the same customer and partner experience regardless of individual store, partner skills, functions and working conditions are the exact same across District 380. Partners throughout the district perform the same functions and deliver the same customer service at every store in the district. The training, functions, and services are all derived from Starbucks' intentional and meticulous business plan to control how stores precisely operate to ensure consistency of the customer experience.

Partners throughout District 380 are required to follow the same operating and policy manuals developed at Starbucks' headquarters in Seattle, including the Siren's Eye, the Partner Guide, the Operations Manual, and the Operation Excellence Guide, which specify what food items will be included in the weekly menu, the menu prices, instructions on how to display and prepare food and drink items, the roles of the positions in the District, and any training necessary to complete these tasks. (M Tr. 90-92; B I Tr. 350-352).

Partners in District 380 all operate the same equipment and are assigned to the same predetermined in-store work locations to perform specific roles and routines as guided by the Play Builder tool. (M Tr. 89-90, 92; B I Tr. 93, 95-97; Er. Ex. 17). Once assigned to in-store locations by the "play caller" (who most often is a shift supervisor), the partners perform specific roles and routines per detailed guidelines. (Er. Ex. 17). For each role there is a corresponding routine than a partner must follow. (*Id*.). These roles and routines are consistent across District 380. (*Id*.; M Tr. 89-90). In addition, partners must also follow the same steps and instructions when performing all store-related operations, *e.g.,* opening the store, "clocking in" their time, displaying merchandise, creating and serving drinks and food, stocking merchandise, placing orders in the point of sale ("POS") system, closing out a transaction, and store closing duties. (M Tr. 89-90, 92; B I Tr. 89, 94-95, 96-97, 249-250, 356, 358-59; Er. Exs. 13, 17, 21).

2. All District 380 Partners Undergo the Same Orientation and Training, Which is Centrally Determined.

Orientation and training are also established on a Western Mountain Region-wide rather than a store-by-store basis. (M Tr. 70). For example, the Union's witnesses agreed that the Barista Basic Training Plan has a standardized script and modules, and Store Managers and Barista Trainers have no authority to deviate from the guide. (M Tr. 70-71, 75-80, 352 (Hejduk), 376 (Harrison); Er. Ex. 14). All partners in District 380 receive the same new hire orientation. (M Tr. 77-78, 376 (Harrison); B I Tr. 247-248; Pt. Ex. 8). The "First Sip" orientation is exacting to the level of detail that the same exact coffee is brewed for the new hire's first coffee tasting.

All Partners in District 380 also receive the same training regarding food and store safety, which is centrally promulgated by Starbucks' training team. (B I Tr. 87-88). Starbucks' Operations, Products and Learning Development Teams oversee partner training needs, and create and implement scripts for new promotions, including for promotions to the position of Shift Supervisor. (M Tr. 70-71, 75-80; B I Tr. 84-85, 369; Er. Exs. 14-15). There is no store-specific training, as all District 380 stores, and indeed all stores in the Western Mountain Region adhere to the same operating protocols developed centrally by Starbucks' headquarters. (M Tr. 70-71, 75-80).

* * *

The fact that Baristas and Shift Supervisors across District 380 possess the same skills, perform the same functions, receive the same orientation and training, and enjoy the same working conditions strongly rebuts the single-store presumption, and shows that a multi-location unit consisting of all hourly partners in District 380 is the only appropriate unit.

D. All District 380 Partners Share the Same Centrally Determined Wages, Benefits, and Working Conditions.

Partners who work in District 380 stores earn the same wage rate regardless of the specific

store in which they may be working on any given day. Wages and benefits for all partners in District 380 are set by Starbucks' compensation team in Seattle. (M Tr. 82; Er. Ex. 203). Store Managers have no ability to change the wages or benefits in any individual District 380 store. (M Tr. 91). Annual wage increases are centrally determined; Store Managers have no discretion over them. (M Tr. 83; B I Tr. 259, 284). Again, there is no differentiation based upon individual stores, which is consistent with the Starbucks model - that partners are available and seamlessly work across all District 380 stores while enjoying the same exact terms and conditions of employment.

All District 380 partners also receive the same exact vacation and paid time-off benefits. (M Tr. 83; B I Tr. 286-90, 294; Er. Exs. 19-20). In addition, all District 380 partners receive access to the same exact additional benefits, including, but not limited to:

- Medical, dental, and vision coverage (after 20 hours)
- Short- & Long-Term Disability Coverage
- Life Insurance
- A yearly grant of stock
- Access to the Company's Stock Investment Plan
- Company's 401(k) Plan
- Partner & Family Sick Time
- Paid Parental Leave
- Lyra Mental Health
- Headspace
- Weekly free coffee mark outs
- Free coffee and food while working
- Care@Work
- Financial Assistance Program (CUP) Fund
- Food discounts
- Time and a half paid for holidays
- Family expansion reimbursement
- DACA filing fees
- Free bachelor's degree through Arizona State University
- Online courses on sustainability
- Starbucks Coffee Academy
- Coffeegear
- Commuter benefits
- Starbucks Rewards Partner Benefits
- Partner Discount Programs
- Giving Match
- Partner Connection & Fitness Reimbursement
- Elite Athlete Program
- Partner Recognition

(M Tr. 83; B I Tr. 286-290, 294; Er. Exs. 19-20).

Beyond receiving the same wages and benefits, all District 380 partners enjoy the same working conditions regardless of the store in which they work on a given day. For example, all partners within District 380 wear the same uniforms, access the same timekeeping system, use the same POS system, perform the same job duties and provide the same customer experience regardless of store. (M Tr. 90; B I Tr. 292-293, 575). Working conditions do not vary by store.

E. The NLRB Has Held the Single-Store Presumption Rebutted Under Circumstances Similar to Those in This Case.

The quantum of evidence regarding central control of operations and labor relations, and common terms and conditions of employment in this case is similar to or greater than those cases in which the Board held that the employer had overcome the single-facility presumption. For instance, in *Super X Drugs*, 233 NLRB at 1114-15, the Board found that a multi-location unit was appropriate where the centralized control of operations and labor relations left the authority of store managers "severely circumscribed." As in the instant matter, in *Super X*, all of the Company's stores were similarly laid out and displayed and sold the same merchandise, and the district manager determined advertising, prices, operating hours, the number of employees in each position, and the hours to be worked by employees. The district manager was also required to approve leaves and pay raises, and while a store manager interviewed applicants and played a role in the hiring and firing process, the district manager was also a decision-maker in both. The Board found that the employer's operations were "highly centralized" and that the only appropriate unit included all four of the employer's stores in the Chicago area or all five of its stores in Cook County.

Similarly, in *Kirlin's,* 227 NLRB at 1220-21, the Board held that a single-location unit was inappropriate because "of the integrated operation of the six stores, the centralized management of labor matters, commonality of supervision, interchange of employees, identical employee

functions and terms and conditions of employment, the limited personal authority of each store manager, and the proximity of the two Carbondale stores within the same shopping mall." In its decision, the Board noted that purchasing, accounting and distribution of merchandise were handled centrally for all stores, all stores were similarly laid out and displayed and sold goods at the same prices, the operations manual was centrally drafted and established uniform guidelines for all stores, and employees performed the same functions, received the same wages and participated in common benefits across stores. While the individual store managers in *Kirlin's* were involved in the hiring, firing, and discipline process, and could recommend the same, which far exceeds the involvement of Starbucks' Store Managers in District 380, the Board found that the *Kirlin's* district manager "share[d] final authority" with the store manager. *Kirlin's,* 227 NLRB at 1221. Similar to the facts in this case, the store managers in *Kirlin's* had, at best, "limited authority" in daily labor relations decisions, but the Board found that the centralized control over operations showed a "lack of autonomy at the store-level" that rendered a multi-location unit appropriate.

Similarly, in *Big Y Foods, Inc.*, 238 NLRB 860 (1978), the Board found a multi-location unit appropriate and held that the three petitioned-for stores lacked sufficient local autonomy. In its decision, the Board noted that "[a]lthough it is apparent that the individual store managers directly supervise employees, it cannot properly be concluded the managers significantly control or implement terms and conditions of employment of the liquor markets' employees." *Id*. at 861. While the Board recognized that local managers assigned duties and prepared schedules, this authority was circumscribed by the centralized control over employee hours and uniform policies. *See also Walakamilo Corp.*, 192 NLRB 878, 878 & n.4 (1971) (finding "individual store managers exercise little discretion" because the director of operations set wages, granted promotions, and

had final authority with regards to grievance adjustments, even though individual store managers may hire employees and discharge employees); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB 881, 882 (1971) (finding individual restaurants subject to "close centralized control" notwithstanding that individual store managers were authorized to hire new employees at the state's minimum wage rate, could discharge new employees within a 90-day probationary period, and issue discipline); *White Castle System, Inc.*, 264 NLRB 267, 268 (1982) (noting individual store manager authority was "highly circumscribed" despite store supervisors being permitted to interview and hire employees subject to a district manager's approval); *Nakash, Inc.*, 271 NLRB 1408, 1409 (1984) (finding individual store manager's autonomy "severely circumscribed" where, although store manager hired individuals, the store manager had to adhere to "established guidelines" in hiring, and otherwise confer daily with a member of central management about hiring and firing decisions).

F. There is a High Degree of Employee Interchange Across the All Stores in District 380.

In addition to the significant evidence of centrally controlled operations and labor relations, the hearing record is replete with substantial testimonial and documentary evidence detailing the extensive level of partner interchange among stores in District 380. First, Store Managers in District 380 can and do cover multiple stores, and the District Manager may assign one Store Manager to cover another store due to vacation, illness, and the like. (M Tr. 55-56).

More importantly, partners may be directed to work a shift in any store in the district, regardless of which store is their home store, and this expectation is communicated during the hiring process and from the very beginning of employment. (M Tr. 34-39, 147-148). The District 380 District Manager is directly involved in finding coverage for stores, and if a partner refuses to work a borrowed shift, such a refusal is escalated to the District Manager for possible disciplinary

action. (M Tr. 40-41). Indeed, in a critical distinction from the Buffalo I case, and contrary to a primary basis for the decision there, a majority of the partners who worked in the Power and Baseline store were partners from other stores between April 29, 2019 and November 14, 2021. (Er. Ex. 212).

In fact, Starbucks provided raw data, with specific partner information, dates, stores, and time punch details, for all partners in District 380, and presented expert testimony from Dr. Abby Turner, who hold a Ph.D. in economics and public policy, to analyze and explain the data contained in Employer Exhibits 208, 209, and 210. (M Tr. 193, 194). This expert analysis compels the conclusion that Starbucks partners extensively interchange among the District 380 stores, thus, rebutting the single-store presumption.

1. Expert Testimony is Properly Admissible and Should be Given Significant Weight.

The Union objected to Dr. Turner's testimony on the grounds that it is NLRB's responsibility to interpret the interchange data, and because "it's not appropriate to have an expert witness in a pre-election hearing."[7] (M. Tr. 228). These contentions are meritless and were correctly rejected by the Hearing Officer, who properly certified Dr. Turner as an expert.

Board law recognizes the value that expert testimony may have in its hearings and applies Federal Rule of Evidence 702. *See* § 16-702, ALJ Bench Book (Jan. 2021) (noting that the Board applies Federal Rule of Evidence 702, which allows expert testimony if it will "help the trier of fact to understand the evidence or to determine a fact in issue."). In fact, the Board has reversed and remanded decisions issued in representation matters when relevant expert testimony was

[7] The Union also objected to Dr. Turner on the grounds that her testimony was cumulative. The Hearing Officer properly overruled this objection. No expert has previously testified regarding the statistical significance of interchange data in this case. The Union also objected to Dr. Turner's qualification as an expert, but her CV is in the record as Er. Ex. 211 and clearly establishes her qualifications by way of her educational background and experience.

excluded. *See E. I. DuPont de Nemours & Co.*, 162 NLRB 413, 413 n.2 (1999) (reversal of hearing officer's decision to exclude expert testimony comparing the employer's manufacturing process to the processes used in other industries during unit composition hearing); *see also New York Univ.*, 356 NLRB 18, 19 (2010) (reversing dismissal of representation petition to allow for development of a full evidentiary record including, among other things, expert testimony concerning whether the petitioned-for unit included employees under the Act).

Here, Starbucks presented a large volume of raw data regarding partner interchange and statistical analysis regarding the same is clearly relevant. In fact, the Board has specifically recognized the value of statistical analysis to contextualize interchange data, concluding in *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999), that interchange data presented without any statistical analysis was "of little evidentiary value." Performing such a statistical analysis is not something that the Board or Regional Directors are required to attempt, nor are they authorized to hire economic experts like Dr. Turner of their own volition, should they be unable to do so. *See* 29 U.S.C. § 154(a) ("Nothing in this subchapter shall be construed to authorize the Board to appoint individuals . . . for economic analysis."). It follows, therefore, that having an expert like Dr. Turner conduct a statistical data analysis and testify regarding what that data means in context, is not only relevant but inherently useful to assist the Regional Director to assess the matter before him, as the evidence presented regarding employee interchange bears directly upon the ultimate issues in this case.[8]

2. The Analysis of Starbucks' Interchange Data Demonstrates Real and Substantial Partner Interchange Throughout District 380.

Dr. Turner's analysis, report and testimony demonstrates that she not only analyzed

[8]All of the raw data Dr. Turner analyzed (Er. Exs. 208-210), the calculations she used to analyze that data, and the outputs from those calculations (Er. Exs. 212) are in the record. The outputs from Dr. Turner's calculations are reflected visually in the figures found in Er. Ex. 212 and reproduced herein.

Starbucks' interchange data in District 380 as a whole, but also that she took steps to control for the impact of COVID-19, the impact of permanent transfers, and the impact of opening and closing stores. (*See* M Tr. 195-227). As the NLRB's case law makes clear, and as presented below, the rates of interchange identified by Starbucks' data and Dr. Turner's analysis of it strongly support rebuttal of the single-store presumption in this case. The data shows frequent interchange across District 380. Partners who work only in their home store are the minority in all of the District 380 stores; approximately 45 percent of partners worked in more than one store in District 380, and a significant majority of the partners working in the Power and Baseline store were "borrowed" partners from other home stores. (M Tr. 196-99). In fact, the Union's witnesses testified that they have worked at stores other than Power and Baseline in District 380. (M Tr. 300 (Alanna), 343 (Hejduk)). This level of interchange is sufficient to rebut the single-store presumption. *See, e.g.*, *Budget Rent A Car*, 337 NLRB 884, 884-85 (2002) (19.0% interchange rate supported rebutting single-store presumption); *Twenty-First Century Rest. of Nostrand Ave. Corp*., 192 NLRB 881, 882 (1971) (14.3% interchange rate supported rebuttal of single-store presumption); *McDonald's*, 192 NLRB at 878-79 (multi-location unit appropriate where 58 out of 243 employees were temporarily transferred and the interchange rate was less than 1%).

a. Almost Half of Partners Working in District 380 Work in More than One Store.

An analysis of the data available for non-exempt Starbucks partners working in District 380 which covers the approximately two and one-half year period between April 29, 2019 – November 14, 2021, shows that approximately 45 percent of partners worked in two or more stores, about 24 percent of partners worked in three or more stores, and about 12 percent of partners worked in four or more stores during this period. Conversely, just over half (55 percent) of the partners working in District 380 worked in only a single store (which may or may not be their

home store) during the data period. Figure 1 below illustrates the distribution of partners within District 380 by the number of stores in which they work.

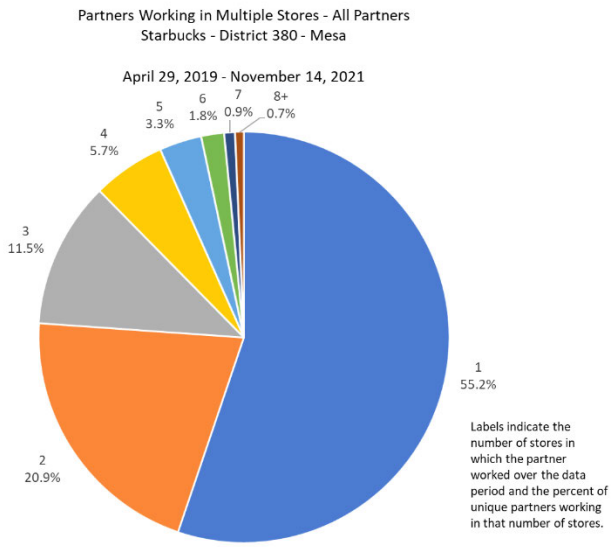


Figure 1

A similar analysis of the petitioned-for store shows that partners working in the Power and Baseline store at any time during the period covered by the data are similarly distributed to the overall District 380 population; just over half (55 percent) of partners ever working at Power and Baseline worked in two or more stores, about 36 percent of partners worked in three or more stores, and about 25 percent of partners worked in four or more stores during this period. Fewer than half of the partners working at Power and Baseline worked only in that store (which, again, may or may not be their "home store") during the data period. Figure 2 below illustrates the distribution of partners working at Power and Baseline by the number of stores in which they work.

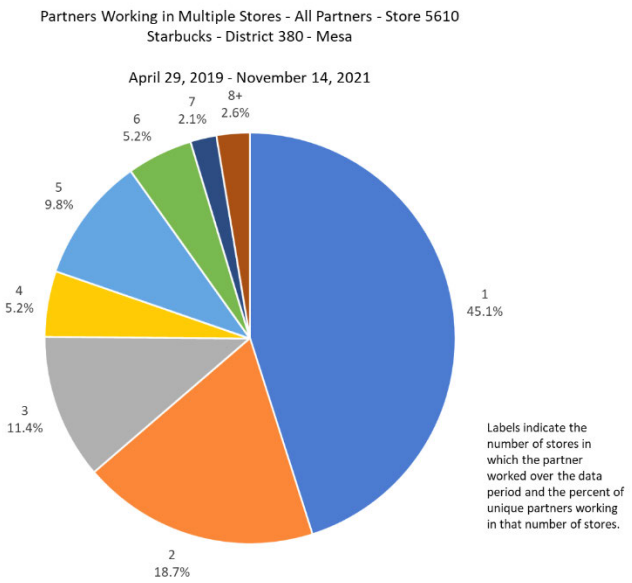


Figure 2

b. Partners Working Only in Their Home Store Are the Minority in Every Store in District 380, Including the Power and Baseline Store.

Figure 3 below indicates which partners working in each store are assigned to that store as their home store (the blue and orange portions of each bar) as opposed to having another store as their home store (the gray portion of each bar). In fact, a significant difference in this case versus Buffalo I is that here, at Power and Baseline, approximately 42 percent of the partners working in the store during the data period were assigned that store as their home store, <u>while the other 58 percent of partners working at Power and Baseline during the review period were "borrowed" partners assigned to other home stores</u>. Furthermore, there are no stores within District 380 that are staffed entirely by partners from that home store; in fact, partners that only work in their home store make up the minority of partners ever working at a store during the data period in every store. For all but one store in the district, partners that only work in their home store make up fewer than a third of the overall population of partners working in the store.

Together, the blue and orange parts of each bar in Figure 3 comprise the population of partners assigned to each store as their home store. Within this population, the percent of partners working at more than one store varies from about 34 percent to about 59 percent.[9] Within the partners whose home store is the petitioned-for store (5610), about one-third work in more than one store.

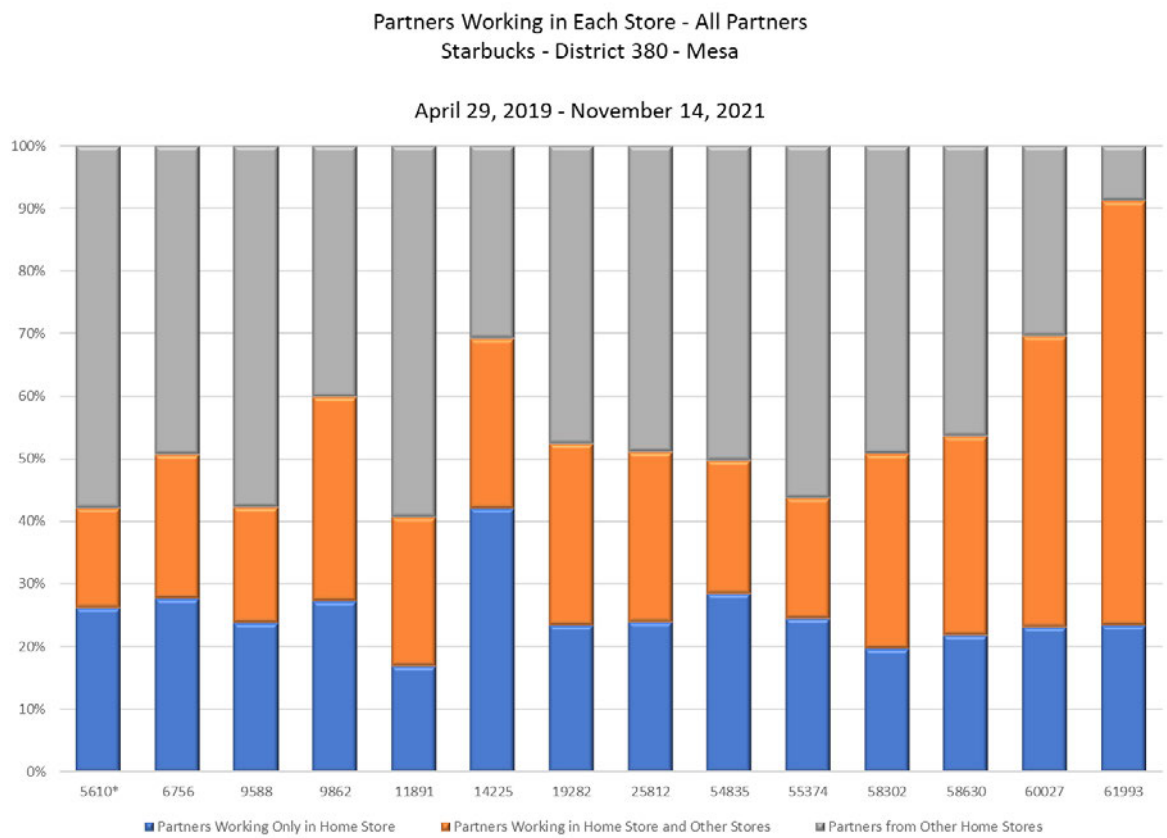


Figure 3

[9] The percent of home store partners that work in more than one store can be calculated from the source document for Figure 3, dividing the column "# Emps Lent" by the column "# Home Emps" from the tab "ByStore". This is visually represented by the ratio of the size of the orange bar to the size of the orange and blue bars together.

c. Almost One-in-Four Store-Days Require Borrowed Partners District-Wide.

Figure 4 below illustrates how common it is for a store within District 380 to operate using at least one borrowed partner in the store. The red-dotted line indicates the district average of about 25 percent of store-days – one in four – which require borrowed partners to operate. Put another way, one out of every four days, a store engages in partner interchange. Across stores, the percent of days with interchange varies from about 14 percent to 40 percent. Within Power and Baseline, about 24 percent, or one in every four days, are staffed using borrowed labor.

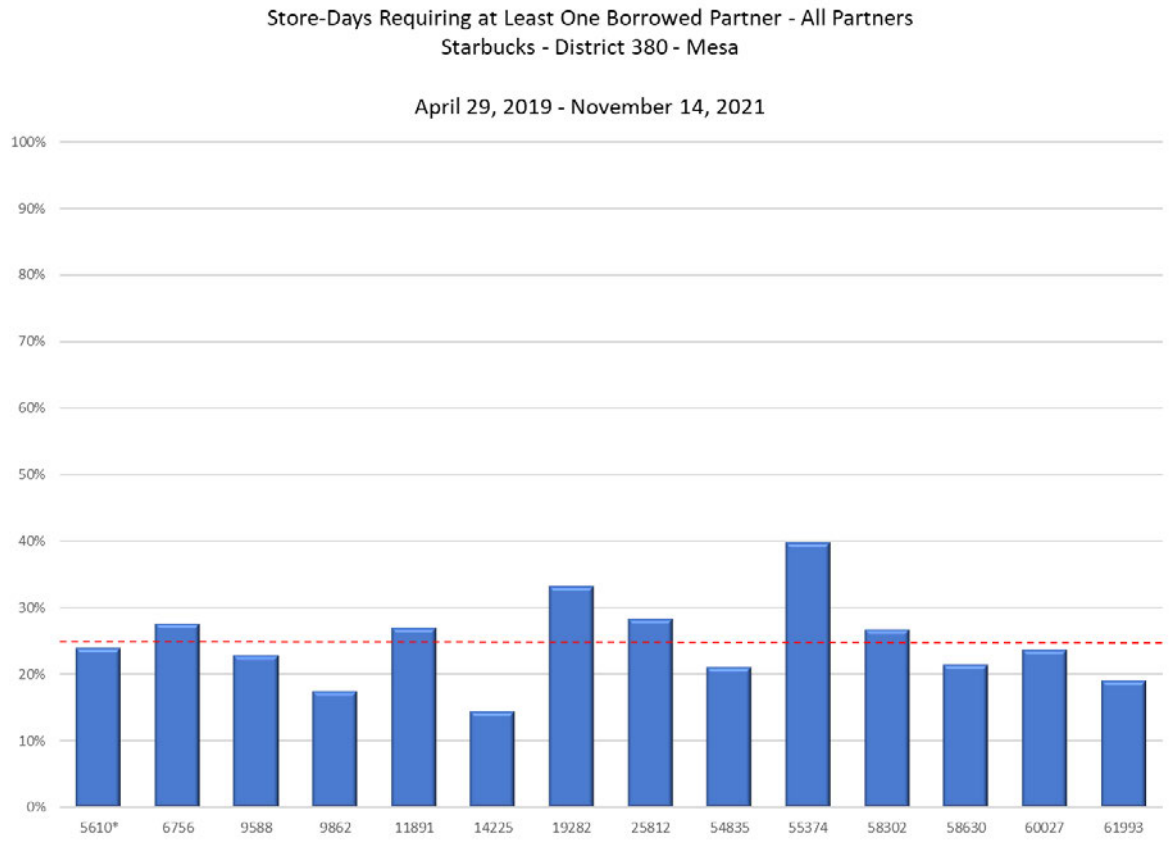
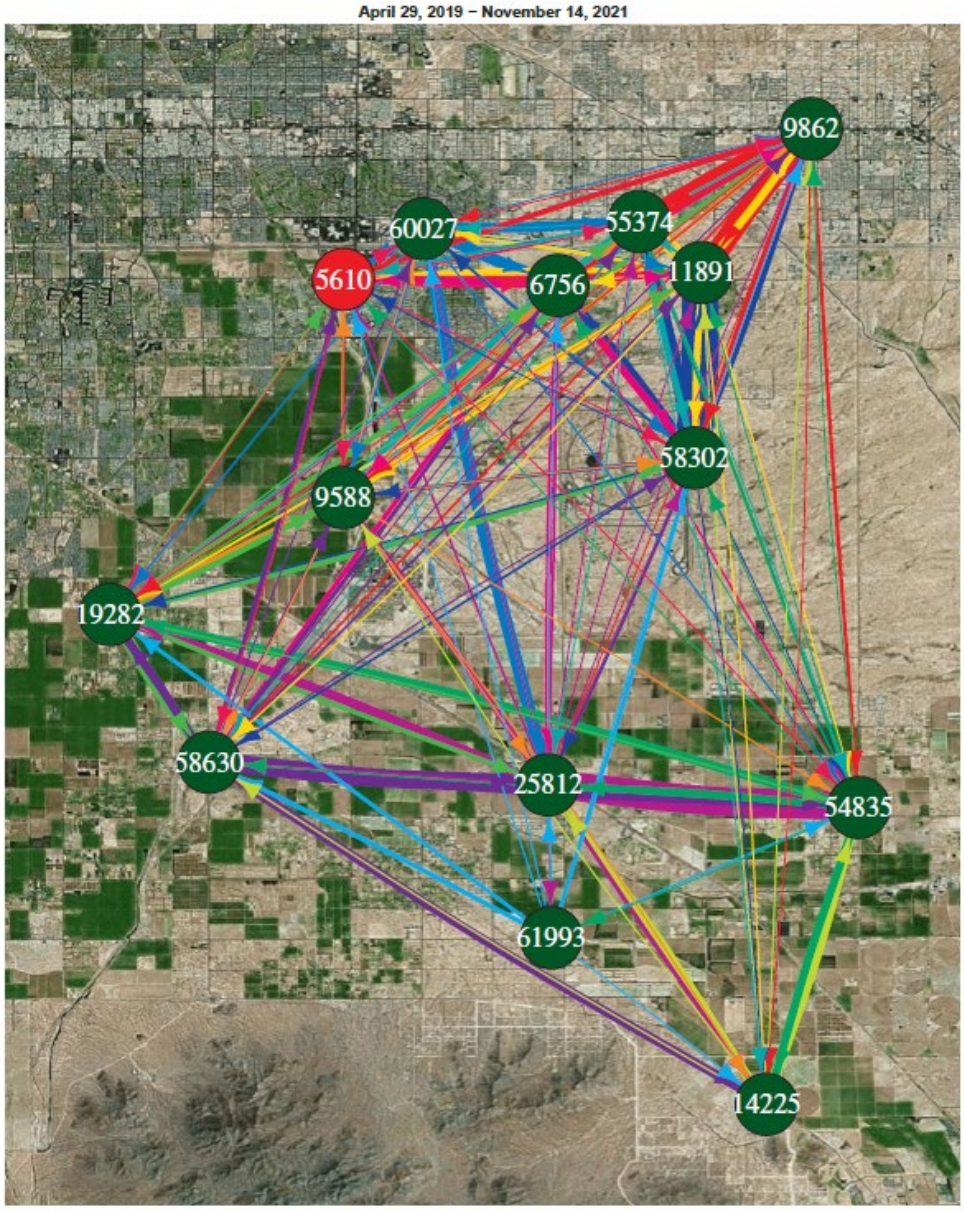


Figure 4

d. A Widespread Pattern of Geographic Borrowing Occurs Across All Stores in District 380



Note: Connections represent borrowed partners across stores. The width of each connection represents the number of borrowed partner–days during the data period. During this period 25.2 percent of store days had at least one borrowed partner.

Figure 5

Figure 5 above is a map indicating the locations of all Starbucks stores in District 380. The lines connecting the stores indicate the flow of borrowed partners across stores, with arrows

indicating the direction of the borrowing. This map illustrates the extent to which borrowing is widespread across the district. There are no stores that are isolated or excluded from borrowing or lending partners; even more geographically separated District 380 stores (e.g., Store 14225) borrow from and lend partners to many other stores within the district. Nor are any smaller clusters of stores isolated from the rest of the district, sharing partners only amongst themselves. A clear pattern of regular interchange between all stores in the district emerges from the network illustrated in the map.

e. Changes During COVID Are Not Driving Patterns of Regular Interchange Between Stores.

Dr. Turner also analyzed the impact of the COVID-19 pandemic on the pattern of interchange in District 380. If interchange were being driven primarily by the period of data since the initial COVID shut-down in March of 2020, the patterns of borrowed partner labor would be absent from the data when limited to the pre-COVID period (before March 1, 2020). However, this data still show a significant measure of regular interchange:

- Across the district, 35 percent (about 1 in 3) of partners in the data worked in more than one store during the 10-month, pre-COVID period. Within Power and Baseline, 45 percent (nearly half) of partners worked in more than one store.

- Partners working only in their home store remained the minority in every store in the District 380.

- With the exception of stores opening during this period (which show higher percentages), up to 48 percent of home-store partners worked in stores other than their home store across District 380. Within the petitioning store, 16 percent (about 1 in 6) of partners with this home store worked in more than one store.

- Across District 380 more than 25 percent (1 in 4) of store-days relied on borrowed partners. Within the petitioning store 33 percent (about 1 in 3) of days required borrowed partners during the pre-COVID period;

- Even in the pre-COVID period borrowing was widespread across the district. There are no stores that were isolated or excluded from borrowing or lending partners, nor were any smaller clusters of stores isolated from the rest of the district, sharing

partners only amongst themselves. A clear pattern of regular interchange between all stores in the district is demonstrated by the data.

- The borrowing of labor across the district continues to show a pattern year-round and regardless of the day of the week. On average, 2.4 percent of partner shifts were borrowed each day across the district during the pre-COVID period, nearly the same rate as across the entire period.

f. The Transition and Training of Labor Associated with Opening Stores Within the District Are Not Driving Interchange.

Dr. Turner further assessed the impact of opening stores on interchange within District 380. If interchange were being driven primarily by the transition and training of partners associated with opening stores within the district, the patterns of borrowed partner labor would be absent from the data when excluding any shifts associated with these stores (as either the home store or the worked store). However, this data still shows a significant measure of regular interchange:

- 38 percent (more than 1 in 3) of partners in the data worked in more than one store during the data period.

- Partners working only in their home store remained the minority in every store in the district.

- Across the district, up to 47 percent of home-store partners worked in stores other than their home store. Among those whose home store is Power and Baseline, 34 percent worked in other stores during this period.

- More than 18 percent (approximately 1 in 5) of store-days relied on borrowed labor within the Mesa district. Power and Baseline also relied on borrowed partners in approximately 1 in 5 workdays.

- Even removing any borrowing that may be associated with a store opening in District 380, borrowing remained widespread across the district. There were no stores that were isolated or excluded from borrowing or lending partners, nor were any smaller clusters of stores isolated from the rest of the district, sharing partners only amongst themselves. A clear pattern of regular interchange between all stores in the district emerges from the network illustrated in the map.

- The borrowing of labor across the district continues to show a regular pattern year-round and regardless of the day of the week. On average 1.5 percent of partner

shifts were borrowed each day across the district after removing stores that opened during the period.

g. Temporary Sharing of Labor Preceding or Following a Permanent Transfer of a Partner Between Stores Is Not Driving Interchange.

Dr. Turner additionally analyzed the data controlling for permanent transfers between stores.[10] If interchange were being driven primarily by the sharing of partners preceding or following a permanent transfer of a partner between stores within the district, the patterns of borrowed partner labor would be absent from the data when excluding any shifts associated with these movements. However, even the most extreme test of this hypothesis, excluding all partners from the data if they ever experienced a permanent transfer, still shows significant measures of regular interchange:

- Across the district more than 33 percent (about 1 in 3) of partners in the data worked in more than one store during the data period. Within Power and Baseline, 39 percent of partners worked in more than one store.

- Partners working only in their home store remained the minority in all but one store (14225) in District 380.

- Up to 67 percent of home-store employees worked in stores other than their home store across District 380. Within the petitioning store, approximately 21 percent (1 in 5) partners with this home store worked in more than one store.

- Nearly 13 percent (about 1 in 7) of store-days relied on borrowed labor within the district, and more than 14 percent of Power and Baseline store-days rely on borrowed partners.

- Even after removing any partners who ever had a permanent transfer from the data, borrowing was widespread across the district. There are no stores that were isolated or excluded from borrowing or lending partners, nor were any smaller clusters of stores isolated from the rest of the district, sharing partners only amongst

[10] In its Order denying Starbucks' Request for Review in Buffalo I, the Board disavowed the ARD's "suggestion that *Lipman's*, 227 NLRB 1436, 1438 (1977), stands for the proposition that permanent transfers are not relevant to the Board's analysis of employee interchange in this context." (03-RC-282115, et al, Order at 2 n.2).

themselves. A clear pattern of regular interchange between all stores in the district emerges from the network illustrated in the map.

- The borrowing of labor across the district continues to show a regular pattern year-round and regardless of the da of the week. On average 1.6 percent of partner shifts were borrowed each day across the district after excluding partners who ever had a permanent transfer during the data period.

In sum, the undisputable data confirms what every partner in District 380 already knows - Baristas and Shift Supervisors in the district frequently work in multiple stores. This high level of partner interchange is obviously by design, not happenstance, as the Company's business model is premised on implementing the same exacting operational protocols across all stores for customer consistency, and utilizing a dedicated workforce of partners who are able to seamlessly work in any District 380 store to meet business needs.

h. The Interchange Data Exceeds What the NLRB Has Required in Finding the Single-Store Presumption Rebutted.

The Company's data far exceeds the baseline standards for rebuttal of the single-location presumption in cases holding that a multi-location unit was appropriate versus the petitioned-for single stores. *See Budget Rent A Car Sys., Inc.*, 337 NLRB at 884-885 (concluding when taken as a whole, single-location presumption was rebutted where evidence demonstrated that temporary transfers occur "a couple of times per month" and employer presented evidence of four temporary transfers over the first few months of the year in a proposed unit of 21 (19.0%).); *Kirlin's Inc. of Cent. Ill.*, 227 NLRB at 1220-1221 (explaining that transfers among stores to cover employee illnesses, vacations, training, and conducting inventory support a rebuttal of the presumption that a single-location unit is appropriate); *Super X Drugs*, 233 NLRB at 1115 (finding single-location presumption rebutted where employer presented evidence of 21 instances of temporary transfer and 3 permanent transfers out of an employee compliment of 65 (32.3% temporary transfer rate); *Gray Drug Stores, Inc.*, 197 NLRB 924, 924-926 (1972) (concluding there was "substantial and

frequent interchange" supporting a multi-location unit where approximately 300 out of 700 employees (42.8%) engaged in temporary transfer.); *McDonald's*, 192 NLRB 878, 878-879 (1971) (holding multi-location unit was appropriate where 58 out of 245 employees (23.7%) were temporarily transferred and the overall interchange was less than 1%); *Twenty-First Century Rest. of Nostrand Ave. Corp.*, 192 NLRB at 882 (finding a multi-location unit was appropriate where managers transferred employees "to handle unusual changes in in the volume of business at particular outlets" and 45 to 50 employees out of 350 employees (14.3%) were temporarily transferred).

i. The Union's Labelling the Interchange "Voluntarily" Does Not Diminish the Interchange Evidence.

Faced with this extensive and irrefutable data proving the high level of partner interchange (which partners know exists), the Union sought to adduce testimony to label the partner interchange as "voluntary" in that partners decide when and where they want to work. Put simply, the Union wants the Region to believe that partners decide for themselves if they work and where they work. The Union did not provide any data or reliable testimony as to its voluntariness claims, but only relied upon statements by witnesses who all woodenly testified off the same direct examination script that they volunteered to work in other stores. Moreover, Union witnesses admitted that if a sufficient number of volunteers to cover the necessary shifts could not be found, someone would have to be forced to cover the shifts. (M Tr. 323-24, 356-357).

The reality, as detailed in the record, is that Starbucks operates a business and meets its forecasted and actual customer needs by scheduling and requiring its partners to work as scheduled, just as any business schedules and requires its employees to work. Partners do not simply decide when and where they want to work. Rather, they are scheduled to work and do work as scheduled. As with other businesses, partners do fill-in for other partners, but that commonplace

business fact does not lessen the significance of the high level of partner interchange. Starbucks allows partners in different stores to exchange shifts provided it meets business needs because that flexibility is an interest partners share in a closely integrated structure. To answer the ultimate question of community of interests, voluntary interchange should not be given less weight when it is clearly a shared interest for partners to get their desired number of hours while at the same time providing them the ability to adjust their working schedules without a detrimental impact to the employer's business.

The record evidence details that Starbucks created a staffing model that is *specifically designed* to ensure that staffing needs are met by partners who regularly work in multiple stores. All partners are informed of this expectation upon hire and the culture of interchangeability permeates across District 380. Therefore, the Starbucks staffing model is designed to account for market-wide staffing through volunteers. (M Tr. 44; B I Tr. 751). But that does not mean partners simply decide when and where they want to work without regard to the business needs. Of course, Starbucks can and does mandate when necessary that partners work in specific stores to fill specific needs. (M Tr. 39-40).

Moreover, there is no basis in Board law for the Union's position that a partner's willingness to work across multiple stores as a clear expectation upon hire somehow undermines the extent of employee interchange under the law. The focus of the interchange analysis is whether a significant portion of the workforce is involved in interchange, which is patently the case herein.[11]

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[11] While Starbucks believes that the data overwhelmingly supports a multi-location finding, interchange is not a necessary condition for overcoming the single-location presumption. *See V.I.M. Jeans*, 271 NLRB 1408, 1409 (1984) ("Viewed against the background of the highly centralized administration of all nine stores, the daily contact with [Company President] and the other supervisors and the restricted authority of the store manager, the fact that there is not substantial employee interchange pales in its importance to the determination of the issue.").

In addition to the high level of partner interchange, the record evidence establishes extensive contact among the District 380 partners. District 380 partners have regular contact by working together, connecting via email, texting, calling one another, social media and chat groups, and attending partner network (affinity group) and mentoring events in the district. (M Tr. 39, 54, 65-66). Also, partners have contact with one another and share supplies across District 380's stores. (M Tr. 150-51). This level of contact further supports a multi-location unit.

* * *

The extensive partner interchange in District 380 strongly rebuts the single-store presumption, and shows that a multi-location unit consisting of the entire district is the only appropriate unit.

G. All District 380 Stores are Located in Close Proximity to One Another, and Closer than the Locations in Many Multi-Location Units Found Appropriate by the Board.

As Employer Exhibit 206 shows, all of the stores in District 380 are in relatively close geographic proximity to one another. (M Tr. 114; Er. Ex. 206). All the District 380 locations are within 4.3 miles of another store with the average distance between stores being just 2.5 miles. *Id.* The geographic proximity of the stores in District 380 is reinforced by the interchange data mapped on Figure 5 generated by Dr. Turner and reproduced above.

This close proximity between stores is intentional. Starbucks does not select store sites based on the site's proximity to another Starbucks store, but rather based on its efforts to gain market share over its competitors in the district. (B I Tr. 53). Further, Starbucks has intentionally designed its business operations, including its district structure to facilitate the movement of partners across stores in close geographic proximity to one another. This fact is evident in the district-based hiring process, the district-based scheduling process, and the significant evidence of partner interchange between stores. Moreover, these stores are significantly closer together than

the stores in *Gray Drug Stores*, 197 NLRB at 924-926, which were deemed sufficiently close together for a multi-location unit despite being located along a 300 mile stretch up the Florida coast. *See also Dayton Transp. Corp*., 270 NLRB 1114, 1115-16 (1984) (terminals were a total of 175 miles apart were not distant and, in any event, the nature of the employer's operations, the similarity of skills, and the frequency of interchange among drivers at the terminals and the resultant commonality of supervision demonstrated a shared community of interests rendering a single-location unit inappropriate).

* * *

The close geographic proximity of the stores in District 380 strongly rebuts the single-store presumption, and supports a multi-location unit consisting of the entire district as the only appropriate unit.

H. The Parties Have No Bargaining History But Partners Across District 380 Have Shared Interests.

While there is no bargaining history, the evidence in this case shows that Starbucks' hourly partners share a strong community of interests throughout District 380. Bargaining on a single location basis is inconsistent with the Company's business model premised on partners seamlessly working across District 380 stores, including the petitioned-for Power and Baseline store. On the other hand, bargaining on a multi-location basis is consistent with the Company's highly integrated operations, manifested through the high level of partner interchange. Furthermore, bargaining at a single location does not make practical sense because there is a lack of local autonomy at the store level.

IV. THE UNION'S EFFORT TO SECURE VOTES IN A SIGNLE DISTRICT 380 STORE DEFIES THE REALITY OF DISTRICT 380 OPERATIONS AND IS NOT CONDUCIVE TO STABLE LABOR RELATIONS.

The Union's effort to fracture District 380 and seek an election in a single store, or likely

in a series of single-store units as it is doing in Buffalo and Boston, is not conducive to stable labor relations. Courts and the Board have long recognized that, in exercising its discretion to determine a unit appropriate for the purposes of collective bargaining, the Board must assure that the approved unit creates a situation where stable and efficient bargaining relationships can occur. *See Colgate-Palmolive-Peet Co. v. NLRB*, 338 U.S. 355, 362 (1949) ("To achieve stability of labor relations was the primary objective of Congress in enacting the [NLRA]."); *NLRB v. Catherine McAuley Health Center*, 885 F.2d 341, 344 (6th Cir. 1989) ("In addition to explicit statutory limitations, a bargaining unit determination by the Board must effectuate the Act's policy of efficient collective bargaining.").

The goal of employee free choice must be balanced with the need to assure a stable, efficient collective bargaining relationship. *See Allied Chem. Workers v. Pittsburgh Plate Glass Co.*, 404 U.S. 157, 172-73 (1971) (citing *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 165 (1941)); *Kalamazoo Paper Box Co.*, 136 NLRB 134, 137 (1962)). "As a standard, the Board must comply, also, with the requirement that the unit selected must be one to effectuate the policy of the Act, the policy of efficient collective bargaining." *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. at 165. To do otherwise undermines, rather than promotes, efficient and stable collective bargaining. *See, e.g., Bentson Contracting Co.*, 941 F.2d 1262, 1265, 1269-70 (D.C. Cir. 1991); *see also Fraser Eng'g Co.*, 359 NLRB 681, 681 & n.2 (2013).

The statutory requirement of stable labor relations and effective collective bargaining is a prominent reason why the Board and courts have emphasized that "the manner in which a particular employer has organized his plant and utilizes the skills of his labor force has a direct bearing on the community of interest among various group of employees in the plant and is thus an important consideration in any unit determination." *Bentson*, 941 F.2d at 1270, n.9 (citing

Gustave Fisher, 256 NLRB at 1069 n.5 and quoting *International Paper Co*., 96 NLRB 295, 298 n.7 (1951)); *Catherine McAuley*, 885 F.2d at 345; *Fraser Eng'g*, 359 NLRB at 681 & n.2. As similarly observed in *NLRB v. Harry T. Campbell Sons' Corporation*:

> But winning an election is, in itself, insignificant unless followed by stable and successful negotiations which may be expected to culminate in satisfactory labor relations….If the Board's selection of the appropriate bargaining unit…[here, a separate department of an integrated quarry operation] were to stand and bargaining is undertaken, neither party on the stage at the bargaining table could overlook the fact standing in the wings are more…[unrepresented] employees, employees who cannot be separated in terms of labor relations from the small group of employees directly involved…. The Board here has created a fictional mold within which the parties…[must] force their bargaining relationships. In the language of *Kalamazoo Paper Box Corp.*…such a determination "could only create a state of chaos rather than foster stable collective bargaining," because in the "fictional mold" the prospects of fruitful bargaining are overshadowed by the prospects of a breakdown in bargaining.

407 F.2d 969, 978 (4th Cir. 1969). Fruitful bargaining breaks down because both parties would be necessarily focused on the impact of their bargaining decisions on the larger, unrepresented group of employees with whom the unit employees clearly share a significant community of interests. *See also Szabo Food Servs., Inc. v. NLRB*, 550 F.2d 705, 709 (2d Cir. 1976) ("In view of the high degree of integration of the employer's…business operation, the practical necessities of collective bargaining militate against the creation of a fractured bargaining unit, with its attendant distortion of the employer's business activities and labor relations….").

The Union's effort to separate a single store from the fourteen stores in the highly-integrated District 380 creates the very situation the Supreme Court, numerous Courts of Appeal, and the Board have cautioned against. As fully explained above, virtually all of the bargainable employment terms are controlled at the district level, regional level, or national level. Starbucks has deliberately organized the district in this way so that: (1) the customer experience in each store

is the same; and (2) District 380 partners can and do work in any store in the market without the need to retrain, while receiving the same wages and benefits and utilizing the same policies, human resources procedures and technology. This is truly a district-based rather than store-based operation. As a result, allowing bargaining to occur on a store-by-store basis, rather than a district-wide basis, would create a "'fictional mold' [in which] prospects of fruitful bargaining are overshadowed by the prospects of a breakdown in bargaining." *Harry T. Campbell Sons' Corp.,* 407 F.2d at 978 (citing *Kalamazoo Paper Box Co*., 136 NLRB at 137).

V. THE UNION'S EFFORT TO HOLD ELECTIONS IN THREE SINGLE-STORE BARGAINING UNITS VIOLATES SECTION 9(C)(5).

Further, ordering an election solely at the Power and Baseline store would generate a violation of Section 9(c)(5), which provides: "[i]n determining whether a unit is appropriate… the extent in which the employees have organized shall not be controlling." 29 U.S.C. § 159(c)(5). The U.S. Supreme Court has cautioned that enforcing courts "should not overlook or ignore an evasion of the § 9(c)(5) command." *NLRB v. Metro. Life Ins. Co.*, 380 U.S. 438, 442 (1965). The community of interest facts at issue, precedent with respect to determining the appropriate bargaining unit, and whether the unit determination is adequately explained, are all analyzed in determining whether a Section 9(c)(5) violation exists. *See, e.g.*, *Lundy Packing Co*., 68 F.3d 1577, 1580-83 (4th Cir. 1995); *May Dept. Stores Co. v. NLRB*, 454 F.2d 148, 150-51 (9th Cir. 1972).

In this case, the evidence and the law demonstrate that the single-store presumption has been rebutted, and that the smallest appropriate unit is one consisting of all hourly Baristas and Shift Supervisors working in District 380. Just as in *Szabo Food Markets*, 126 NLRB 349, 350 (1960), where the Board found that an arbitrary grouping of stores was controlled by the extent of organization, the single store petitioned-for by the Union is part of the larger District 380; it is operated based on policies and procedures applicable to all stores in the district; the partners

working in the Power and Baseline store have the same training, wages, benefits, uniforms, and employment policies; and, they interchange on a frequent basis between stores in the district. There is simply no basis on which to carve out one store from the whole of District 380. On these facts, and in light of the Board precedent discussed above, the Union's selection of the Power and Baseline store in which to pursue an election is arbitrary and controlled by the extent of its organizing in violation of Section 9(c)(5) of the Act. *See also Malco Theatres, Inc*., 222 NLRB 81, 82 (1976) (petitioned-for unit of five theaters out of eight in the Memphis area was inappropriate where employees at all theaters had virtually identical wages and benefits, common supervision, common operating policies, employee interchange between theaters, and were all located in a metropolitan area); *Kansas City Coors*, 271 NLRB 1388, 1389-90 (1984) (petition seeking only some, not all of employer's locations was inappropriate where locations were only 25-30 miles apart at most, all labor relations policies and methods of operation were employer-wide and controlled by employer policy, employees at the stores performed the same work in the same job classifications and under the same employment terms, and there was "some" interchange of employees and equipment among the locations).

VI. A MANUAL ELECTION MUST OCCUR.

Finally, for all of the reasons set forth in Starbucks' Statement of Position, the Region should order a manual election in this case and utilize the *Davison-Paxon* formula, given the utilization of part-time partners across multiple stores in District 380 [12]

[12] In the event the Region orders a mail ballot election, Starbucks requests that ballots are returnable to the Region's office five weeks after mailing to account for the upcoming holiday season and the United States Post Office's publicly announced slower delivery times. Furthermore, Starbucks requests that the Region conduct the ballot count on a day to be determined by the Region within fourteen to twenty-one days after the ballot return date.

VII. CONCLUSION.

For all of the above reasons, the Union's request for a randomly selected single-store election in District 380 is not appropriate. Starbucks respectfully requests that the Region directs a multi-location election for the baristas and shift supervisors working across the fourteen District 380 stores and dismiss the Union's petition.

Respectfully submitted,

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CERTIFICATION OF SERVICE

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 28

Starbucks Corporation,

Employer

and 28-RC-286556

Workers United,

Petitioner.

WORKERS UNITED'S POST-HEARING BRIEF

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PRELIMINARY STATEMENT

The question before the Regional Director is whether Starbucks Corporation (hereinafter "Company") has successfully rebutted the NLRB's presumption that a single-store unit is appropriate to an RC petition filed by Workers United (hereinafter "Union") at Starbucks Store #5610 (Power & Baseline) in Mesa, Arizona. Starbucks has not rebutted the presumption.

The two most critical factors under the law strongly support the single-store presumption remaining in place: Store Managers exercise all meaningful control over labor relations, and employee interchange is infrequent and always voluntary. The remaining factors under the law also favor single-store units. Starbucks relies on voluminous company policies that show an integrated business in various aspects, speculative witness testimony about what corporate representatives expect happens in stores, and witness testimony about changes in the Company's operations since the union campaign went public. In fact, the Company has gone further and apparently made self-serving changes in response to the Union's campaign, and might even attempt to rely on those changes in arguing its case. Despite all this, Starbucks' showing is not enough to overcome the law's strong preference for single-store units. By contrast, the Union relies on the testimony of employees who work in the stores, the first-hand testimony of one of the store's previous Store Managers, and numerous statements in the Company's own documents that support a single-store unit.

Of course, the parties have been here before and decided an identical issue based on facts that are functionally identical. Much of this discussion repeats the points raised by the Union in Case Nos. 03-RC-282115, 03-RC-282127, and 03-RC-282139 (consolidated) (hereinafter "the first case") and 03-RC-285929, 03-RC-285986, and 03-RC-285989 (consolidated) (hereinafter "the second case"). For the reasons stated in the Union's various submissions in those cases, the

reasons stated in the Acting Regional Director's Decision and Direction of Elections in the first case, dated October 28, 2021 (hereinafter "DDE"), and the reasons stated in the NLRB's denial of the Company's Request for Review in the first case, dated December 7, 2021, the Company's arguments continue to fail in this case.

For these reasons, as described in more detail below, the Union respectfully requests that the RD issue a Decision and Direction of Election to hold an election at the Power & Baseline store as soon as practicable.

FACTUAL BACKGROUND

The great majority of the relevant facts are discussed in the respective sections of the Argument & Analysis section below. In the interest of not inflating an already-lengthy discussion, this section summarizes the areas of evidence the parties introduced at the hearing.

The Union presented three witnesses to testify about activity in the store at issue: Liz Alanna, a Shift Supervisor; Michelle Hejduk, a Shift Supervisor; and Brittany Harrison, a former Store Manager who just left her employment with Starbucks in late 2021. The Union witnesses testified extensively about the various components of control over labor relations and contradicted the generalized testimony from Company witnesses. Store Managers play by far the biggest and most meaningful role in virtually every aspect of labor relations which the Board considers, so the majority of the Union witnesses' testimony focused on the activity they have personally witnessed by Store Managers. In addition, Brittany Harrison's testimony provides a firsthand account of the Store Manager's role at the Power & Baseline store and in Starbucks stores across the country. All of this testimony, in addition to the various documentary evidence described in the Argument & Analysis section below, served to undermine or make irrelevant the far more generalized testimony of the Company witnesses on these questions. As such, the Union's position is that the

three Union witnesses' testimony should be given far more weight regarding what truly happens at the store in question, when contrasted with the disconnected and self-serving testimony of Company witnesses.

As the witnesses testified, Store Managers are responsible for every meaningful aspect of hiring new employees. T3 284-85; T3 365-66; T2 211; T1 500 – 503; 592-600; 688-93.[1] Company documents reiterate this in detail.

Store Managers are responsible for disciplining and terminating employees. T3 286-87; T3 367-72; T2 212-14; T1 503-07; 600-02; 648-51; 693-95. Various Company and Petitioner exhibits reinforce this conclusion, as District Managers appear to play no meaningful role, and Store Managers exercise a great deal of important judgment in carrying out these duties.

In addition, Store Managers exercise control over labor relations in other meaningful ways. Store Managers are responsible for orienting new employees at their stores. T3 288; T3 375-76; T2 215; T1 507-08; 602-03; 651; 695. This was reflected in the witnesses' testimony as well as Company documents regarding training. Store Managers exercise their judgment in deciding which employees in a store should be eligible for promotion, and then guide those employees through the process. T3 289; T3 377-78; T2 216; T1 509-11; 603-04; 695-97. This process is also reflected in various Company documents. Store Managers also carry out all meaningful duties regarding scheduling, time tracking, payroll, and staffing issues. T3 378-86; T2 216-21; T1 511-14; 604-06; 653-54; 697-98. Again, Company documents also make it very clear that Store Managers carry out these duties, and that no other representative has a meaningful role. Similarly, Store Managers are responsible for approving time off for store-level employees. T3 386-87; T2

[1] References to the transcript from the first case are cited as T1, followed by the page number. References to the transcript from the second case are cited as T2, followed by the page number. References to the transcript from this case are cited as T3, followed by the page number.

220-21; T1 514-23; 606-07; 654-55; 698-99. In addition to the Union witnesses' testimony, there is an indisputable record of time off approvals in the Starbucks Partner Hours app. See e.g., Pet. Ex. 1. Starbucks documents also reiterate that Store Managers have this responsibility and carry out this role on the ground. Store Managers are also responsible for carrying out evaluations of employees. T3 387-88; T2 216; T1 523-26l 607-08; 655; 699-700. Union witness testimony established this, along with Company documents. Problems between employees and other in-store problems are also addressed by Store Managers primarily. T3 389; T2 222; T1 526-28; 655-58; 700-01.

The Union witnesses offered extensive testimony about the distant role District Managers have at the store. Each witness had seen their District Managers only a handful of times in a given year, or at all. T3 300-01; T3 345; T3 405; T2 229; T1 543-47; 614-16; 660-61; 701-02. The evidence demonstrated that District Managers have virtually no connection to store-level employees.

Regarding employee interchange, the Company introduced exhibits that purport to show various aspects of interchange. However, that evidence was fundamentally undermined by the testimony of the Union witnesses, who testified at length and in detail to establish that all instances of employees working at stores other than their home store are voluntary. T3 299-300; T3 343; T2 225; T1 538: 16-22; Tr. 613: 14-21; 706: 19 – 707: 19. In addition to these shift-level transfers being voluntary, it is clear that employees, not the Company, administer the vast majority of them. The workers use a series of group texts to do the voluntary shift coverage, which has no connection to Starbucks. The voluntary nature of interchange is also supported by Company documents

The Union introduced the weekly schedules of the store for the past two years into the record. Pet. Exs. 5-7; 105-107; 201. These schedules demonstrate the true functional extent of

employee interchange. As discussed in more detail below, the schedules reveal that the number of employees acting as "borrowed partners" on a consistent basis is extremely low.

The parties also introduced evidence regarding the other relevant factors in deciding an appropriate unit, including: geographical separation; plant integration and product integration; and extent of organizing, among others. Each is treated in detail below.

ARGUMENT & ANALYSIS

The NLRB has discretion to determine the appropriateness of bargaining units "in order to assure to employees the fullest freedom in exercising the rights guaranteed" by the NLRA. 29 U.S.C. § 159(b). Critically, there is no statutory requirement that the petitioned-for unit be "the *only* appropriate unit, or the *ultimate* unit, or the *most* appropriate unit: the Act requires only that the unit be 'appropriate.'" *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950) (emphasis in original). "[T]he Board's primary concern is to group together only employees who have substantial mutual interests in wages, hours, and other conditions of employment." NLRB, 1950 ANNUAL REPORT 39 (1951).

In order to make this determination, the Board analyzes whether there is a "community of interest" amongst the employees in the proposed unit using a number of tests, including: (1) bargaining history in the industry and between the parties; (2) similarity of duties, skills, interests, and working conditions; (3) organizational structure of the company; and (4) the desires of the employees. *See NLRB v. Action Auto*., 469 U.S. 490 (1985). The community of interest standard is the fundamental test to determine appropriate bargaining units in all situations and requires a detailed factual inquiry.

Here, a very strong community of interest is established because each of the three Starbucks stores at issue is a "plant unit," which is specifically enumerated as an "appropriate" unit under §

9(b). 29 U.S.C. § 159(b). The issue the Company raised at the hearing is whether each Starbucks location is "effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity." *Hilander Foods*, 348 NLRB 1200, 1202 (2006). If so, then the Board can determine that single-store units are not appropriate and order an election for a larger multilocation unit, which is what the Company has requested.

A party arguing against a single-store unit has a "heavy burden," and "must demonstrate integration so substantial as to negate the separate identity of the single store units." *California Pacific Medical Center*, 357 NLRB 197, 200 (2011). The record is clear that Starbucks will not meet its burden here.

The Board has applied its presumption that single-store units are appropriate in the retail context for many decades.[2] *Sav-On Drugs, Inc*., 138 NLRB 1032 (1962). The Board considers

> (1) central control over daily operations and labor relations, including extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) degree of employee interchange (4) distance between locations; and (5) bargaining history, if any.

Hilander Foods, 348 NLRB 1200, 1202 (2006) (hereinafter "*Hilander*") (internal citations omitted); *see also* NLRB Office of the General Counsel, AN OUTLINE OF LAW AND PROCEDURE IN REPRESENTATION CASES 161-64 (June 2017) (hereinafter "NLRB Outline") (listing nine relevant considerations). This analysis supports the finding that single-store units are appropriate, and that the Company has failed to rebut that presumption.

This discussion goes through each of these relevant components. For the following reasons, the Union respectfully requests that the RD find single-store units are appropriate.

---

[2] For cases where the employer could not overcome presumption and the single store unit was upheld *see Frisch's Big Boy Ill-Mar, Inc*., 147 NLRB 551 (1964)*; Haag Drug Co*., 169 NLRB 877 (1968); *Walgreen Co.,* 198 NLRB 1138 (1972)*; Lipman's, A Div. of Dayton-Hudson Corp*., 227 NLRB 1436 (1977); *Bud's Thrift-T-Wise*, 236 NLRB 1203 (1978); *Renzetti's Mkt., Inc*., 238 NLRB 174 (1978); *Eschenbach-Boysa Co*., 268 NLRB 550 (1984); *Red Lobster*, 300 NLRB 908 (1990); *Hilander Foods*, 348 NLRB 1200 (2006).

I. STORE MANAGERS EXERCISE ALL MEANINGFUL AND RELEVANT CONTROL OF STORES' LABOR RELATIONS, OPERATIONS, AND SUPERVISION, SUPPORTING THE PRESUMPTION FOR SINGLE-STORE UNITS

Examination of three of the factors relevant under Board law – control over labor relations, autonomy, and supervision – involve mostly the same body of facts in the record. All three factors ultimately ask whether Store Managers exercise sufficient authority within the stores so that the presumption of a single-store unit remains appropriate. In this case, the record establishes that Store Managers exercise a very high degree of control over labor relations and supervision, meaning all three factors weigh in favor of the single-store unit presumption.

The role of Store Managers is summarized by Starbucks' own job description for the position, which states:

> The store manager is required to regularly and customarily exercise discretion in managing the overall operation of the store. In particular, a majority of time is spent supervising and directing the workforce, making staffing decisions (i.e., hiring, training, evaluating, disciplining, discharging, staffing and scheduling), ensuring customer satisfaction and product quality, managing the store's financial performance, and managing safety and security within the store.

Pet Ex. 13. By contrast, the job description of District Managers, the position the Company appears to argue has the real authority, simply emphasizes a relationship with Store Managers, not store-level employees:

> This job contributes to Starbucks success by **leading a team of store managers** within an assigned district to achieve business results while creating and maintaining the Starbucks Experience for our customers and partners. The district manager is required to regularly and customarily exercise discretion in managing the overall operation of the stores within the assigned district**. The majority of time is spent staffing, coaching, developing and managing the performance of store managers,** understanding local customer needs, ensuring district-wide customer satisfaction and product quality, analyzing key business indicators and trends, managing the district's financial performance, and managing safety and

> security within the district. The incumbent is responsible for modeling and acting in accordance with Starbucks guiding principles.

Pet. Ex. 11 (emphasis added).

As described in more detail here, three of the nine factors that are relevant to the appropriate unit question – control over labor relations, autonomy, and supervision, are essentially answered by the same fact: Store Supervisors exercise the real control at Starbucks stores. These factors are discussed in turn here, since the same facts are relevant to them.

A. Control over labor relations rests in every meaningful way at the store level, since Store Managers exercise the relevant control over every major aspect of labor relations.

The Board has consistently analyzed the question of an appropriate unit by placing the most weight on consideration of managerial control, especially over labor relations. As such, the various aspects of this factor are examined in detail here.

The natural focus of the Board's attention in analyzing control over labor relations is the role of any managers in the individual stores. In *Sav-On Drugs*, the Board cited "the substantial authority of the store manager" including "complete hiring authority with respect to part-time employees" and also the power to "interview applicants for full-time positions and hire them upon approval of the division manager" to support a single facility unit. *Sav-On Drugs, Inc.*, 138 NLRB 1032, 1033 (1962); *see also Hilander Foods*, 348 NLRB 1200, 1202 (2006).

It is appropriate to find control over labor relations supports the presumption of a single-store unit even when positions higher than the Store Managers have some role or control over management functions. For example, in *Eschenbach-Boysa Co.*, even though the owner of two supermarkets "reserves for himself many management prerogatives[,]" the Board found the employer had not rebutted the presumption because the managers at the two facilities "interview and hire employees, grant time off, and resolve employee problems and complaints." *Eschenbach-*

Boysa Co., 268 NLRB 550, 551 (1984). In *Bud's Thrift-T-Wise*, the Board upheld a single unit because "the individual store managers exercise considerable authority in personnel matters[,]" and even though "the Employer's president establishes labor relations policies and employee benefits, the record discloses that the individual store managers also have and exercise substantial authority and play a direct role in the implementation of labor relations policies affecting the employees in their respective stores." *Id.* The Board was

> persuaded by the facts that store managers interview prospective employees for hire and either directly hire part-time employees or make effective recommendations with respect thereto; that they have and exercise the authority to discharge employees or effectively recommend such actions; and that they may suspend employees for disciplinary reasons, grant time off, schedule employee shifts, vacations, and overtime, adjust employee grievances, evaluate employees for purposes of wage increases, participate in the determination as to the promotion of employees from part-time to full-time status, and advise the Employer concerning staffing needs which may involve employee transfers.

Bud's Thrift-T-Wise, 236 NLRB 1203, 1204 (1978).

In *Red Lobster*, the Board determined a single location unit was appropriate, again despite some control and participation by managers that ranked above the store-level managers. The Board described the respective roles of the in-store manager and the manager above that position, finding, as here, that they exercised control over most aspects of labors relations. *Red Lobster*, 300 NLRB 908, 911 (1990).

The Board summarized the significance of this consideration in *Renzetti Market*, where it upheld a single facility unit because

> matters which are of the keenest interest to the employees are handled within the store, and the employees know that in most instances the store management does not have to venture outside of the store for approval of its decisions. Judged against the criteria set forth above, it is apparent that the immediate supervision and day-to-day concerns at Store No. 1 are separate and autonomous from those at Store No. 2.

Renzetti's Mkt., Inc., 238 NLRB 174, 176 (1978).

At the hearing, the Union's witnesses testified at length about which Starbucks employees are responsible for the components of labor relations described in the authority above. Ms. Harrison, the previous Store Manager at the Power & Baseline store, reiterated the Shift Supervisors' testimony. In addition to the witness testimony on these points, the Company's own written policies provide ample ground for finding that Store Managers exercise sufficient control over labor relations to prevent the Company from rebutting the presumption. In describing the role of a Store Manager, the Company's Partner Guide – which appears to combine all relevant labor policies in one document – states:

> **Store manager**: **The store manager is ultimately in charge of all store operations** and directs the work of the assistant store manager(s), shift managers (where applicable), shift supervisors and baristas. **The store manager is responsible for personnel decisions, scheduling, payroll** and fiscal decisions**.** A store manager is considered full-time and is generally scheduled to work at least 40 hours each week.

Er. Ex. 13 at 15 (emphasis added). Such a description is obviously relevant to several of the components of control over labor relations described below. Each section below also incorporates other relevant sections of the Partner Guide. These reiterate the inescapable conclusion that Store Managers are the Starbucks representatives exercising the vast majority of meaningful control over labor relations, making it impossible for Starbucks to rebut the presumption that single-store units are appropriate.

1. Hiring

The Union witnesses testified consistently and in detail about the significant and extensive role Store Managers have in hiring new employees at the store. Store Managers review

applications, interview applicants on their own, access the computer system where applications are stored and organized, speak to applicants on the phone about their applications. None of the witnesses had ever seen anyone other than a Store Manager performing any of these functions, with the possible exception of a Barista or Assistant Store Manager asked to sit in on an interview on occasion. T3 284-85; T3 365-66; T2 211; T1 500 – 503; 592-600; 688-93. Brittany Harrison testified that in her role as a Store Manager at several Starbucks stores, including Power & Baseline, she was always responsible for interviewing and hiring new employees. T3 365-66. Contrary to the testimony of Employer witnesses, none of the Union witnesses had ever seen two Store Managers, a District Manager, or a recruiter performing interviews. *E.g.*, T3 285-86; T2 211; T1 502. The witnesses also never saw any indication that anyone other than a Store Manager or Assistant Store Manager was involved in the hiring of workers in the stores. As Ms. Harrison testified: "In my entire experience at Starbucks, I have not had a district manager who needed to be in the process of hiring." T3 366. In short, every indication is that the Store Managers are the Starbucks representatives responsible for hiring new employees at the store.

The Partner Guide makes clear that Store Managers are to be the point of contact if a partner decides to leave a store: "If at all possible, **a partner should provide two weeks' notice to the manager** if choosing to resign from employment with Starbucks. […] **A partner must return all company property to the manager on or before the last day of work**. Er. Ex. 13 at 74 (emphasis added). Finally, the Company's job description of the Store Manager position states Store Managers are responsible for hiring. Pet. Ex. 13.

On the subject of interviews of applicants, the Company introduced exhibits which show guidelines for how Store Managers should conduct the interviews in question. The exhibit showing interview guidelines when Store Managers are hiring Baristas emphasizes a great deal of

agency on the part of the Store Managers conducting the interviews, contrary to the generalized testimony of the Company witnesses on this point. The document contains numerous references to the fact that the Store Manager should use their own experience and authority to carry out the interview, including instructions to: "share your experience, and build a connection with the candidate. Offer the candidate a beverage or share a coffee press of your favorite coffee and describe what makes it your favorite!", to "Discuss the Starbucks Experience with the candidate. Share how creating Best Moments come to life in your store[,]" and to "Describe a day in the life of a Barista." Er. Ex. 10 at 1. The Company exhibit for interviewing Shift Supervisors has parallel language throughout, and the same points apply to this. Er. Ex. 11. Beyond this, and perhaps most importantly, the witnesses at the hearing testified clearly that the Store Managers are not required to ask each and every question in this document, and do not in fact ask all of them.

2. Termination and discipline

The Company's job description explicitly states that Store Managers are responsible for discipline and termination. Pet. Ex. 13. In addition, the Union witnesses testified consistently and in detail about the role of Store Managers in terminating employees and giving other forms of discipline. T3 286-87; T3 367-71; T2 212-14; T1 503-07; 600-02; 648-51; 693-95. Ms. Harrison was clear that as a Store Manager she never had a District Manager involved in the separation of an employee and that she did not need approval to separate an employee. T3 369-70. Each had witnessed conversation between Store Managers and individual workers who were being terminated. Each witness had also seen or been the recipient of numerous instances of lesser forms of discipline in the stores, all of which were administered by the Store Managers. As they testified, Store Managers, and no one else, routinely speak to employees about corrections to the way they

perform work, or about other issues that need improvement or correction. On occasions when an employee receives a corrective action form, it has always been Store Managers who go through the form with employees, give them a copy of the form, and sign on behalf of Starbucks.

In addition, the Partner Guide has numerous sections regarding the role of Store Managers in monitoring and addressing problems with employees in the store. Er. Ex. 13 at 29-30; 32-34; 40; 42. The Corrective Action Form itself also gives clear indications of the role of Store Managers in administering discipline and exercising real decision-making power. At the bottom of the form, it states: "Manager: Print two copies of this form. Give one signed copy to the partner and retain one signed copy in the store partner file." Er. Ex. 18. Most importantly, there is nothing on the form which mentions the District Manager, and there is no space for a District Manager's approval. *See id*. The document also states: "Partner: The above has been discussed with me by my manager." *Id*. The form also gives guidance about the appropriate representative to address questions with corrective action: "If you disagree or have any concerns about this corrective action, you are encouraged to talk it over with the manager who is delivering it to you." *Id*.

Regarding the use of the Virtual Coach tool, the Union witnesses consistently testified that they have never seen their Store Managers using the tool, and in fact were not even aware of its existence before the hearing. T3 313-14; T2 214. As Ms. Harrison testified: "the virtual coach is a newer tool" and "the couple times that I've used it was when we were training on how to use the tool." T3 373-74.

Even more importantly, the Virtual Coach document in the record makes clear that "[t]he Partner Relations Virtual Coach is intended to complement, not replace, your active assessment and judgment . . . ." Er. Ex. 22. In other words, it is a tool, rather than a binding set of all-encompassing policies, as the Company appears to argue.

The Notice of Separation form also highlights that Store Managers are the representatives responsible for dealing with fundamental staffing issues, and not someone higher than them. The entire form is to be filled out by Store Managers (marked as "Manager" in this and other exhibits). Er. Ex. 29. At the bottom, there is a signature line for the Store Manager, a witness, and the partner, and it contains instructions for Store Managers: "Manager: Print two copies of this form. Give one signed copy to the partner and retain one signed copy in the store partner file." *Id*. Nothing in the form indicates that a District Manager is involved in a separation whatsoever.

In short, it is clear on the record that Store Managers exercise all the meaningful control over termination and discipline of store-level employees.

3. Orientation

Again, the Union witnesses testified consistently on this point that Store Managers have always been the Company representatives responsible for orienting new employees – what Starbucks calls a "first sip." T3 288; T3 375-76; T2 215; T1 507-08; 602-03; 651; 695. Ms. Harrison testified about walking through the First Sip orientation with a new hire. T3 376. Store Managers meet with the newly hired employees and do a combination of administrative work and orientation. The witnesses were clear that nobody other than a Store Manager has carried out this work, with the only exceptions being times when a Store Manager was not available and assigned another store-level employee to perform some part of the orientation. T3 376; T2 215; T1 602.

4. Training

The Barista Basics Training Plan document makes clear that Store Managers are involved in the training protocols for each new employee, and that nobody above the level of Store

Managers carries out these duties. For example, the document states: "Your manager and barista trainer will help you along with way. . . Your manager will explain the order of your training plan. " Er. Ex. 14 at 1. Furthermore, the sections of the document called "Your Role as a Barista", which comes first after the First Sip and Compliance Training, and the "Next Chapter" block, which comes last, both have signature lines that explicitly state "Store Manager." *Id*. While Barista Trainers are responsible for the bulk of training in the stores, to the extent any management representative participates, it is the Store Manager and no one else.

5. Promotions

The testimony at the hearing was clear that Store Managers are responsible for the promotion of employees who are already in a store to a higher position. The Union witnesses testified consistently that Store Managers routinely pick out employees eligible for promotion, work out a plan for such a promotion, approve the promotions themselves, and then inform the employees of the promotions. T3 289; T3 377-78; T2 216; T1 509-11; 603-04; 695-97. Ms. Harrison testified about the steps involved in promoting a Barista to a Barista Trainer and to other promotions of hourly employees. T3 377. The witnesses have seen this process happen with other employees and have experienced it themselves with their own promotions. Again, the witnesses have never seen any indication that someone other than a Store Manager has any role in the promotion process, and their own Store Managers have been the representatives carrying out the relevant aspects of promotions. T3 289; T2 216; T1 643; 651-53.

The Partner Guide is explicit in stating that Store Managers are the ones responsible for making decisions and determining the structure of partner promotions. Er. Ex. 13 at 49. It also

confirms the testimony of the Union witnesses in its references to partner development as a whole, directing partners to speak with their managers about the promotion process at every turn. Er. Ex. 13 at 48-49. The Company's job description for Store Managers also states that they are responsible duties include: "Monitors and manages store staffing levels to ensure partner development and talent acquisition to achieve and maintain store operational requirements" and "Providing partners with coaching, feedback, and developmental opportunities and building effective teams." Pet. Ex. 13.

6. Permanent Transfers

The record is clear that Store Managers are primarily responsible for administering the transfer of a partner from one store to another. As Ms. Eisen testified in the first hearing, when she permanently transferred between stores, which she did several times, she spoke directly with the Store Manager of the store to which she wanted to transfer. T1 532. If that Store Manager agrees to consider taking on the employee, the employee speaks to their current Store Manager, and the Store Manager facilitates the transfer. T1 532-33. As Ms. Eisen described it, there was no indication a District Manager was involved in the process. T1 534. Ms. Harrison confirmed that permanent transfers are primarily handled by the incoming and outgoing Store Managers, with only final administrative from the incoming and outgoing District Managers. T3 395-96. Starbucks' own documents confirm this process. The transfer request form in the record is clearly filled out by the Store Manager and is simply signed by the District Manager at some point at the end of the process. Er. Ex. 30. There does not appear to be a dispute regarding these facts.

7. Scheduling, time tracking, payroll, and staffing

As the store-level employees testified at the hearing, Store Managers are also the ones responsible for doing all meaningful tasks associated with scheduling employees, and for administering the time tracking system. T3 378-86; T2 216-21; T1 511-14; 604-06; 653-54; 697-98. As they testified, Store Managers usually make adjustments and edits to schedules every Monday, when they have a so-called administrative day working in their office spaces. During this time, the Store Managers make adjustments to schedules based on employees' time off requests or other changes to a regular schedule, which involves them asking individual employees about their availability to move around certain shifts. Shift Supervisors are not able to make changes to schedules. T3 379-80; T2 216-21; T1 605. The Store Managers also go through the hand-written record of time tracking, and adjust employees' times for punching in and out, in order to make sure all their time worked is properly recorded. T3 381-86l; T2 216-21; T1 513:24. Store Managers also administer the payroll. *Id*. Ms. Harrison testified extensively about the exclusive role of Store Manager's with regard to scheduling, time tracking and staffing Starbucks stores. T3 378-86. Again, the Union witnesses were clear that they have consistently witnessed Store Managers performing these tasks, have never seen anyone else doing them, and have seen no indication that anyone else is involved in these processes in a significant way.

The Company's job description states that Store Managers are responsible for making staffing decisions, including scheduling. Pet. Ex. 13. In addition, the Partner Guide contains several relevant references to work hours and schedules, describing the Store Manager as the one responsible for scheduling. Er. Ex. 13 at 17. These references corroborate the Union witnesses' testimony on the significant and exclusive role of Store Managers in scheduling.

The Partner Availability Form explicitly directs partners to communicate with Store Managers regarding scheduling and reiterates that Store Managers are indeed the ones doing

scheduling: "Partner: Please return this form and discuss with your store manager upon completion. Your store manager will use this information as well as the business needs of the store to build a schedule that balances both." Er. Ex. 4. Furthermore, the form requires a Store Manager's signature, and no other Starbucks representative. *Id*.

Similarly, the Partner Guide is clear about Store Managers' roles in correcting time records and verifying store-level employees' hours worked. Er. Ex. 13 at 19-20. The Partner Guide has several other references to Store Managers' role in communicating with store-level employees on other pay-related issues. Er. Ex. 13 at 22-23. Once again, this evidence corroborates the reinforces the Union witnesses' testimony, and undermines the testimony of Company witnesses who testified otherwise. In fact, these details do not appear to be in dispute

8. Approval of time off

Store Managers are responsible for approving time off requests by Baristas and Shift Supervisors, as the Union witnesses confirmed in detail. T3 386-87; T2 279-80; T1 514-23; 606-07; 654-55; 698-99. Ms. Harrison testified about the exclusive role of Store Managers in approving time off requests and the factors that go into granting or denying such requests. T3 387. When a store-level employee requests time off with more than three weeks' notice, they are able to do so in the Partner Hours app, and their request can be approved through that app. As Ms. Eisen's testimony made clear in the first hearing, Store Managers are the ones who approve time off requests made through the app. As she described it, she recently made such a request, and was able to view a notification in the app that the request had been granted. *See* Pet. Ex. 1. As is obvious from what is visible in the app and from Ms. Eisen's testimony, the entry lists the Store Manager as the person who approves a time off request. The request approval states: "By: Patty

Shanley [Store Manager at the Elmwood location]; Status & Time: Approved & 03/29/2021 7:34 AM." *Id*. Below this entry is the entry from when Ms. Eisen first made the request. *Id*. Contrary to the Company's implication in cross-examining Ms. Eisen, there is no reasonable conclusion to draw but that the Store Manager is the one approving the request.

In cases where employees make a request for time off with less than three weeks' notice, employees make a request directly to their Store Manager. As Ms. Eisen testified in the first hearing, she recently had to make such a request, and her Store Manager approved the request, and simply asked for a follow-up text from Ms. Eisen to reflect this. T1 523; Pet. Ex. 2. Ms. Krempa confirmed this in the second hearing. T2 279-81. Ms. Harrison explained how she would make scheduling changes in response to last minute time off requests. T3 378-80. In short, although this situation involved a different mechanical process, the fact remained that the Store Manager was the only person with the responsibility of approving time off.

In addition, the Partner Guide again echoes the testimony of the Union witnesses regarding the role of Store Managers, stating: "The store manager posts weekly work schedules in advance so partners can plan ahead. For this reason, a partner should submit a request for planned time off from work to the store manager for approval as far in advance as possible." Er. Ex. 13 at 17. It goes on to describe the role of Store Managers in other partner time off or absences, reiterating that they are the ones responsible for this at the store level. Er. Ex. 13 at 53; 57-59.

9. Evaluations

To the extent Starbucks performs employee evaluations, those are done only by Store Managers. As the Union witnesses testified, Store Managers regularly have so-called "one-on-one" meetings with store-level employees, also known as or partner development conversations

("PDC") , where they discuss their work performance and areas of potential improvement. T3 387-88; T2 220-21; T1 523-26l 607-08; 655; 699-700. Ms. Harrison testified about going through PDCs with employees in her store. T3 387-88. Store Managers are the only ones who have carried out these evaluation meetings with employees, and there is no indication any other Starbucks representative is involved in the process. Store Managers themselves are the only ones with the ability to schedule such designated time in employees' work schedules.

Again, the Partner Guide confirmed the Union witnesses' testimony on this point: "In addition to ongoing coaching, each partner will have at least two formal 1:1 Performance and Development Conversations with the manager each year." Er. Ex. 13 at 49. The Company's job description for Store Managers reiterates this, saying their duties include: "Actively manages store partners by regularly conducting performance assessments, providing feedback, and setting challenging goals to improve partner performance. Manages ongoing partner performance using performance management tools to support organizational objectives." Pet. Ex. 13.

10. Resolution of employee grievances, complaints, and related issues

Store Managers are also the Starbucks representatives responsible for adjusting employee grievances and dealing with interpersonal conflicts. T3 389; T2 222-23; T1 526-28; 655-58; 700-01. As the Union witnesses testified, they have seen and been involved in numerous instances where there was a need to report a problem regarding another employee or to address some other issue. While a Barista might first speak to a Shift Supervisor, if the issue involved a Shift Supervisor, or the employee reporting a problem was a Shift Supervisor themselves, they reported problems to Store Managers. Again, the witnesses consistently testified that only Store Managers

were involved in addressing problems and implementing corrective actions necessitated by employee complaints.

In the first hearing, Ms. Lerczak testified that, while she almost always brought problems to her Store Manager, there was one instance where she did not. That time, she called Partner Resources about a harassment issue, but the Partner Resources hotline directed her to speak *to her Store Manager* about the issue. T1 656-658. Once she did this, the Store Manager reported that the issue would be addressed. T1 658. Ms. Cohen testified in the second hearing to an incident where she had a disagreement with another partner, and when the partner did not respond to her directive as a Shift Supervisor, she brought the issue to the Store Manager. T2 222. Ms. Harrison testified in this hearing that she "often" dealt with conflicts between two or more partners in her store. T3 389.

The Partner Guide speaks extensively to the role Store Managers should officially play in these processes, saying in numerous ways that partners should approach Store Managers with various sorts of problems. *See* Er. Ex. 13 at 26; 28. The Partner Guide also speaks specifically to the subject of how conflicts between partners should be addressed, further reinforcing the testimony of the Union witnesses:

> If a partner experiences a disagreement or conflict with another partner, the partner should first discuss the problem with the other partner and make every effort to resolve it in a respectful manner. If unsuccessful, **the partner should seek manager assistance in resolving the matter respectfully and professionally.** […]

Er. Ex. 13 at 45-46 (emphasis added).

11. Other evidence of Store Managers' role in labor relations

There should be no dispute on the record that Store Managers are the representatives responsible for overseeing, supervising, and directing store-level employees, since this theme runs throughout the testimony of the Union witnesses and many of the Company documents in the record. In particular, the Partner Guide refers in various ways to the role of Store Managers as the ones on the ground who implement company-wide policies and who are responsible for engaging with employees in the store regarding the various subjects of labor relations:

> The information that follows presents general policies and standards that are important for partners to understand immediately upon their employment with Starbucks. **To review and learn more about other Company policies, standards and procedures, please talk to your manager**.
>
> 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**. […]
>
> **The partner should check with the store manager on apron standards and guidelines, such as names on aprons.** […]
>
> For full details or questions about this policy, refer to the Global Gifts and Entertainment Standard in the Enterprise Policy Library on the Partner Hub, **talk to your manager** or contact the Ethics & Compliance Helpline at (800) 611-7792 or Starbucks.com/helpline. […]
>
> For more details on creating the Starbucks Experience for customers with disabilities, including more information on service animals, a partner should consult the Store Operations Manual or **discuss with the manager**. […]
>
> If a partner is unsure whether there is a legitimate business reason to share private, confidential, internal or proprietary information, **the partner should contact the manager**, the Partner Resources Support Center (PRSC) at (888) SBUX411 (728-9411), or the Ethics & Compliance Helpline at (800) 611-7792 or Starbucks.com/helpline. […]
>
> **Partners may review their personnel records at reasonable intervals by contacting the manager**. The partner **may discuss concerns about the contents of the file with the manager**, next-level manager or the Partner Resources Support Center at (888) SBUX411 (728-9411).

Er. Ex. 13 at 29-30; 34; 36; 41; 43 (emphasis added).

On the subject of partners' communication with Store Managers or other Starbucks representatives, the Partner Guide is clear, stating numerous times that there must be clear and authoritative communication between then. *See* Er. Ex. 13 at 45. The same document speaks to issues regarding a safe work environment and the reporting of certain events, again emphasizing that all reports must go to Store Managers. Er. Ex. 13 at 51-52.

Finally, the Company's own job description of the Store Manager role and duties should remove all doubt about the general role of Store Managers with respect to their relationship with store-level employees, and their role in labor relations. Pet Ex. 13.

12. The role of District Managers

It is clear from the evidence described above that Store Managers exercise an exclusive, or at least a sufficiently significant, role in labor relations to satisfy the Board law on point. However, the Union witnesses also testified explicitly about their direct experience with District Managers in the stores. Again, since the three Union witnesses were the only ones to testify at the hearing who have personal knowledge of what has happened in the Power & Baseline store before the union campaign went public, their testimony on this point carries more weight than that of the Company witnesses who were only able to speak vaguely about expectations and guidelines regarding District Managers' roles, and changes in that role since the union campaign went public.

The witnesses were clear and consistent in saying that District Managers play a negligible role in the operation of the stores, and in particular in the areas of labor relations above. T3 300-01; T3 345; T3 405; T2 287-88; T1 543-47; 614-16; 660-61; 701-02. The witnesses saw District Managers on a relatively consistent basis – from less than once an annual quarter to approximately once a month at the most frequent. They appeared to come to the stores for launches or to speak

with the Store Manager about the Store Manager's performance. The District Managers interacted with the Baristas and Shift Supervisors very rarely, and only for very brief interactions. Their infrequent visits to the stores were relatively short, usually lasting for no more than two hours.

In addition, Ms. Harrison testified at length about her interactions with District Managers regarding all the aspects of labor relations described above. She also testified about the role of District Managers and how frequently she communicated with the DM in the Mesa district. *See* T3 399-407. As Ms. Harrison described, the District Manager came to the store infrequently. While they were in contact, some of that contact was actually regarding personal matters, not the store's operations. Furthermore, Ms. Harrison testified in detail about the fact that she did not need the District Manger's approval for the labor relations duties discussed above.

In the first case's hearing, Ms. Lerczak testified that the one time she attempted to contact a District Manager about an issue, she was actually rebuked for doing so afterwards. As she testified, when she was not able to speak to a Store Manger about closing a store due to weather, she called the District Manager. T1 661. Later, her Store Manager directed her never to contact the District Manager again. *Id*.

In other words, the Union witnesses' testimony flatly contracted the picture the Company witnesses attempted to paint in describing the supposed expectations that District Managers be intimately involved in store operations and labor relations. It should be noted that one Company witness, even in describing the expectations of Corporate regarding District Managers, testified they were expected to visit a store once every ten (10) days. MK, a District Manager reassigned to Buffalo after the union campaign went public, testified that "I would say on average, I see each store within two week[s] time." T2 28; *see also* T3 54 (Employer witness Andrea Streedain testified "I would say in terms of physical presence, a minimum of once every two weeks"). While

this testimony was obviously undermined by the Union witnesses, it is worth noting because even this frequency would not be enough to show District Mangers were sufficiently involved to make a multilocation bargaining unit appropriate. In any case, the most direct evidence on this question removed all doubt that District Managers have virtually no direct contact with hourly partners and cannot exercise the degree of control over the stores' operations and labor relations at the stores to rebut the presumption of single-store units.

The Company's job description for District Managers reiterates the very limited role they have in the daily operations of the stores, and thus their role in labor relations. The job description repeatedly emphasizes that District Managers have a working relationship with Store Managers, but not any other partners within the stores. *See* Pet. Ex. 11. The duties listed in the job description include:

> - **Builds store manager capability** to coach, develop and manage the performance of their direct reports.
> - **Leads a team of store managers** to deliver legendary customer and partner experiences. Spends majority of time in stores observing store environments and operational effectiveness, coaching and developing store managers to achieve business goals. […]
> - Sets clear expectations, delegates and communicates key responsibilities and practices **to store managers** to ensure smooth flow of operations within the district. […]
> - Monitors and manages district-wide management staffing levels**. Ensures store manager talent acquisition** and development in order to achieve and maintain district operational requirements.
> - Utilizes existing tools to identify and prioritize communications and filters communications **to store managers** within the district. Communicates clearly, concisely and accurately in order to ensure effective operations at the store and district level.

Id. (emphasis added).

In short, the job description itself corroborates and highlights the ground-level testimony of the Union witnesses. District Managers do not have any meaningful role in labor relations at the store.

* * *

For all the reasons above, it is clear on the record that the key factor of control over labor relations weighs heavily in favor of a finding that a single-store unit is appropriate. The dispute ultimately concerns the respective roles of Store Managers and District Managers, as well as the theoretical role of corporate-level policies, upon which the Company will rely. Regarding all the metrics above, which constitute all the core responsibilities and roles of management and labor relations specifically, Store Managers exercise a significant or exclusive role. District Mangers, by contrast are virtually absent from the stores, and could not possibly be exercising the type of control necessary for the Company to overcome the evidence discussed above. Therefore, the Company cannot rebut the presumption that a single-store unit is appropriate.

B. Starbucks Stores Operate with Significant Autonomy Because Store Managers Exercise Considerable Control Over Labor Relations, Ordering, Scheduling, Staffing, and Operations.

Autonomy of individual stores is an important factor in the appropriate unit analysis. Local autonomy includes control over labor relations, ordering, advertising, recordkeeping, and lack of functional integration. *See Bud's Thrift-T-Wise*, 236 NLRB at 1204; *Eschenbach-Boysa Co*., 268 NLRB at 551; *Point Pleasant Foodland*, 269 NLRB 353, 354 (1984); *Hilander Foods*, 348 NLRB at 1202. Autonomy is established by who is making the "day-to-day" decisions at each store. *See Hilander Foods*, 348 NLRB 1200, 1202 (2006) ("the Employer's facilities have strong local autonomy […] the record shows that the day-to-day decisions at Roscoe and each other facility are handled, in large part, separately within each store by the store manager"). The most important factor to establish local autonomy is control over labor relations. *See UPS Ground Freight, Inc.*

v. NLRB, 921 F.3d 251, 254 (D.C. Cir. 2019) ("the Acting Regional Director reasonably relied on the significant evidence of local autonomy over labor relations matters").

Starbucks Store Managers exercise exclusive or substantial authority in all meaningful labor relations matters, including hiring, firing, discipline, on-boarding, training, promotions, scheduling, payroll, time-off requests, transfers, evaluations, and handling employee grievances. *See supra* Section I.A. The extent of Store Manager control over personnel alone is enough to establish local autonomy of individual stores. *See Bud's Thrift-T-Wise*, 236 NLRB at 1204 ("With regard to local autonomy, we find that the individual store managers exercise considerable authority in personnel matters."); *UPS Ground Freight, Inc. v. NLRB*, 921 F.3d at 254.

First, Store Managers are responsible for maintaining adequate staffing and are ultimately in charge of individual work assignments. Er. Ex. 13 at 15 ("The store manager is ultimately in charge of all store operations and directs the work of the assistant store manager(s), shift managers (where applicable), shift supervisors and baristas. The store manager is responsible for personnel decisions, scheduling, payroll and fiscal decisions."). In addition to the control of weekly schedules and scheduling adjustments outlined in Section I.A., T3 378-86; T2 216-221; T1 511-14; 604-06; 653-54; 697-98, Store Managers have final authority over where each worker is stationed for a given shift. As worker testimony reveals, the "Play Caller" for a given shift, which is the designated worker who sets assignments, is either a shift supervisor or store manager. T3 385-86; T2 216-221; T1 549; 711. All daily assignments are established at the store level.

Second, Store Managers are responsible for ordering and inventory. Shift Supervisors often assist Store Managers with ordering, but it is ultimately the Store Manager's responsibility. T3 390-91; T2 224; T1 703-705 ("Our store manager, David Fiscus, sat all the shift supervisors down and said, 'Listen, I'm going to take over the accounting, fixing the orders. I'm going to be

placing the orders from now on because we just have too much stuff in the store.'"); T1 637-38. The Company's electronic inventory system "suggests" amounts of products to order, but it is ultimately the responsibility of the Store Manager to make final orders and to keep track of inventory. *Id.*; T2 222; T3 390-91.

Third, Store Managers are responsible for maintaining personnel and business records at the store. Each store has a file cabinet, and it is the Store Manager's responsibility to keep and maintain personnel records and to answer any questions about them. *See* Er. Ex. 15 at 43. The Store Manager is also responsible for all timekeeping and payroll records. *Id*. at 19-20.

Finally, the Company's Partner Guide clearly states that employees should call Store Managers, even when they are not at the store, to address any problems. *Id*. at 45 ("Partners who need to contact the manager during non-working hours should call the manager to talk directly"). The Company clearly relies on Store Managers to handle the bulk of day-to-day decision-making and responsibility at the store-level.

C. Store Managers are the Highest Level of Authority That Routinely Supervise Starbucks Stores.

Supervision is another related factor, but it is distinct from control of labor relations and local store autonomy. *See Renzetti's Mkt., Inc*., 238 NLRB at 176 ("The Employer's argument misses the mark for it is the separate supervision at each of the stores, not the independence of the local store manager, which underscores our analysis."). In a retail chain operation, localized supervision supports single-store units. *See id*.; *Red Lobster*, 300 NLRB at 912. If management above the store-level does not routinely visit and directly supervise employees at individual stores, it implies the autonomy of the store, and thus the appropriateness of individual units. *Renzetti's Mkt., Inc*., 238 NLRB at 176.

In *Red Lobster*, the Board determined that an area supervisor spending one day per week at individual stores did not constitute substantial supervision under the law. *Red Lobster*, 300 NLRB at 912 (finding inadequate supervision where "[a]rea supervisors are present in each of the restaurants on average about once each week, typically for the full day. When not present, the area supervisor maintains daily telephonic communication with each of the restaurants to which he is assigned."). Here, a Company witness claimed that District Managers should visit each store in their district approximately once every ten business days – a frequency that would not satisfy the authority above, even if it were accurate. T1. 212. Worker testimony reveals that District Managers visit much less frequently than claimed by the company, usually about once a quarter. T3 300-01; T3 345; T3 405; T2 287-88; T1 543-47; 614-616; 660-61; 701-02.

While the Company has not established how frequently District Managers communicate with Store Managers, it is irrelevant under the law to establish store supervision. *See Red Lobster*, 300 NLRB at 912; *Renzetti's Mkt., Inc*., 238 NLRB at 175 ("what is most relevant is whether or not the employees at the sought store perform their day-to-day work under the immediate supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems."). The fact that District Managers exercise minimal immediate supervision over the day-to-day operations of individual stores reinforces that single-store units are appropriate, and that Company cannot rebut this presumption on the record.

II. THE TYPE AND DEGREE OF EMPLOYEE INTERCHANGE FAVORS A SINGLE-STORE UNIT

Employee interchange is an important factor in the appropriate unit analysis. It is part of a larger determination of whether there is "functional integration of a sufficient degree to obliterate

separate identity" between stores. *Haag Drug Co.*, 169 NLRB 877, 877 (1968); *see Cargill, Inc.*, 336 NLRB 1114, 1114 (2001). An occasional covered shift or holiday coverage will not suffice; rather, only "substantial employee interchange destructive of homogeneity" will contribute to overcome the presumption. *Id*. at 878. The Board also distinguishes between voluntary and involuntary interchange and accords less weight to permanent than temporary transfers. *See Red Lobster*, 300 NLRB 908, 911 (1990) ("we find that the degree of employee interchange is minimal, and the significance of that interchange is diminished because the interchange occurs largely as a matter of employee convenience, i.e., it is voluntary" […] Permanent transfers [are] a less significant indication of actual interchange than temporary transfers."). Here, the Company has not and cannot establish a single involuntary transfer over the past two years, and the amount of employee interchange at the store does not destroy homogeneity in the unit.

The Company's evidence does not establish significant employee interchange at the store. First, the Company has not presented any evidence of involuntary transfer. Every "borrowed" shift has been completely voluntary. This simple fact diminishes the argument that such interchange should overcome the appropriateness of single-store units. Employees are in control of where they work, so under Board law they should be allowed to form and bargain in separate units if they desire. Second, the Company's evidence of "borrowed" partners does not rise to the level of "substantial employee interchange destructive of homogeneity" under the law.

A. All Employee Interchange at Starbucks is Voluntary.

The Company's data on employee interchange is diminished by the fact that it has not and cannot present one instance of involuntary transfer at the store in the relevant time period. For the appropriate unit analysis, "interchange is diminished [when] the interchange occurs largely as a

matter of employee convenience, i.e., it is voluntary." *Red Lobster*, 300 NLRB at 911; *see also Hilander Foods*, 348 NLRB 1200, 1202-03 (2006) (finding interchange insignificant because "[s]ome transfers were at the request of the employee, not the Employer"). This is intuitive under the law, because it does not make sense to restrict workers from exercising their Section 7 rights to organize store-level units when those same workers are in control of where they go in the units. Here, the Company has not presented any evidence of involuntary interchange at the Power & Baseline store, while the record clearly establishes all interchange at Starbucks is completely voluntary.

Starbucks relies on notions of "culture" and broad statements regarding "expectations" to demonstrate that workers are required to work shifts at other stores without presenting any evidence of actual involuntary interchange. *See* T1 751-755. When pressed on how this culture and expectation of interchange is enforced, the Company admitted there are no negative repercussions if an employee refuses to work at another store. T1 755. Worker testimony confirms there are no negative consequences for refusing to work at another store. T3 299-300; T3 343; T2 225; 286; 341; T1 538; 613; 706-07. Liz Alanna, Michelle Hejduk, Rachel Cohen, Angel Krempa, Colin Cochran, Michelle Eisen, Danka Dragic, and Gianna Reeve all testified that there is no discipline for refusing to work in another store. *Id*. Gianna Reeve mentioned how she took a permanent transfer from the McKinley Road location to the new Camp Road location because "it's closer to [her] house" and is more convenient. T1 708: 9-19. The testimony establishes that all interchange, including permanent and temporary transfers, at Starbucks is completely voluntary and based on employee convenience.

In addition to testimony, the Company's own documents reveal that interchange is voluntary. The Company's "Partner Availability" document states "You ***could*** also be ***asked*** to

work at another location" Er. Ex. 4 (emphasis added). There is nothing in any of the Company's documents to indicate that working at other locations is required. As Regional Manager Deanna Pusatier testified, "we don't really need to use that type of [mandatory] terminology" because "we have an incredibly flexible part-time workforce, and so we are able to find partners to work as the business requires." T1 751: 13-19. Because of its flexible and mostly young part-time workforce, the Company does not need to require workers to transfer to different stores. There will always be enough workers to volunteer if the need arises.

In addition, the record is clear that interchange is driven and coordinated by workers in the majority of instances. Workers have created both store-level, Buffalo-area, and Mesa-area GroupMe chats (a texting platform) to seek coverage for shifts. T3 299; T2 225; T1 535-36. The workers did this to stay in touch during the Covid-19 Pandemic and the Company has not sanctioned or exercised any control over it. *Id.*; T1 540:22 – 541:5. It "is pretty widely used," T1 536: 15-19, and Liz Alanna, Michelle Eisen, Caroline Lerczak, and Gianna Reeve testified that they have used the GroupMe chats to cover shifts. T3 299; T1 541: 16-21; T1 658: 7 – 659: 3; T1 705: 8-20. Also, each one of the workers testified that in the event they wanted to find coverage for a shift, they would first use their store-level GroupMe chat to seek coverage, and then go to the regional GroupMe chat second. *Id.*; T2 340. The record is clear that employee interchange is not only voluntary at Starbucks, and it is in fact administered by the workers themselves.

It is undisputed that workers are not required to work outside of their home stores. The only time a worker is required to work at another store is after they are asked, they agree to work there, and they are put on the schedule. T1 752: 13-16. Since the RC Petitions were filed nationally, the employer has apparently changed its practices, closing down stores and scheduling

workers at other locations. T3 37; T2 97; T1 756: 4-21.[3] This is irrelevant to determine whether a single-store unit is appropriate in this case. The Company has not and cannot produce any evidence that it requires its employees to work at multiple locations, and the record is clear that all interchange is voluntary and worker driven. Therefore, any evidence of employee interchange is diminished under the law.

B. The Degree of Interchange at the Petitioned-For Store Is Not Destructive of Homogeneity Within the Unit.

The voluntary interchange of workers at the store is not significant enough to overcome the homogeneity of the workforce in the store. In order for employee interchange to overcome the single-facility presumption, it must be "substantial" and "destructive of homogeneity" in a petitioned-for unit. *Haag Drug Co.*, 169 NLRB at 878; *see Cargill, Inc.*, 336 NLRB 1114, 1114 (2001). Again, this is intuitive under the law, because if a store has a fluctuating workforce, it is impossible to determine who should be and who should not be included in the petitioned-for unit. Here, interchange does not rise to the level of challenging the identity of the single-store unit. Every measure of interchange falls short, including the number of employees involved, the shifts worked by "borrowed" partners, and the hours worked by "borrowed" partners. The Company has not and cannot produce evidence of employee interchange substantial enough to rebut the single-facility presumption.

In *Red Lobster*, the Board clearly elucidated what is significant enough interchange to rebut the single-facility presumption:

[3] This testimony is also undermined by conflicting testimony of worker Michelle Eisen, who said "if you don't have vacation time accrued you can just choose to take unpaid time off." Tr. 552: 12-13. Even after the recent changes, then, employees are still able to not work at another store if they choose not to and either take vacation time or unpaid time off.

> Temporary transfers in this case consist of employees working some hours during the week in a store other than the one to which they are assigned. Even in the Dearborn Heights restaurant, where the degree of temporary interchange is most extensive, only 19 employees out of a work force of 85 employees were affected by a temporary work assignment during 1988, usually for very short periods of time. Permanent transfers, a less significant indication of actual interchange than temporary transfers, were similarly minimal, with 11 permanent transfer in a combined work force of 185 employees within a 1-year period. […]
>
> [I]t appears that only a small number of employees were involved in transfers. This distinguishes the case at hand from *White Castle System*, 264 NLRB 267 (1982), in which the Board dismissed the election petition. In that case 200 employees were involved in temporary transfers out of a total group of 350-400 employees.

Red Lobster, 300 NLRB at 911-912; s*ee also*, *Cargill, Inc*., 336 NLRB 1114, 1114 (2001) ("In any event, we would not view 13-14 instances of interchange among 23 employees over an 8-month period as demonstrating substantial interchange sufficient to overcome the single-facility presumption."). Therefore, the Board held that temporary interchange of 19 of 85 (22.35%) employees in a given year is not significant enough to destroy homogeneity in a petitioned-for unit and overcome the single facility presumption.

The Company's own data confirms that the number of "borrowed partners" at the petitioned-for store is insignificant. In Fiscal Year 2021, 20/58 (34.5%) partners at Store #5610 (Power & Baseline) worked a shift at another location. Er. Ex. 208. The issue with the Company's raw interchange data is that their rates of interchange focus on the percentage of partners within the petitioned-for units that worked in other stores in the area. The Company even labeled the type of interchange as "inside-out." Er. Ex. 208. When one examines the schedules at the petitioned-for store and the percentage of borrowed partners that worked there over the past two years, the data demonstrates that borrowed partners work an insignificant number of hours and shifts within the petitioned-for unit. Therefore, the interchange does not undermine the homogeneity of the unit – the store has a core group of workers that work side-by-side week after week.

On the other hand, the Company's data confirms the insignificant number of shifts and hours worked by "borrowed partners" at the Power & Baseline store. In FY 2021: at Store #5610 (Power & Baseline) only 92/6356 (1.4%) shifts and 477.83/34611.02 (1.4%) hours were worked by borrowed partners. Er. Ex. 208. This is not the type of employee interchange that is destructive of homogeneity or undermines the separate identity of stores to overcome the single-facility presumption. Nearly 99% of hours at the Power & Baseline store were worked by a core group of employees who work side-by-side week after week. *Id*. Section 7 of the NLRA grants those workers the right to collectively bargain with their employer over the terms and conditions of their employment if they so choose.

To aid in understanding and interpreting the Company's data on employee interchange, the Union has created Appendix G, attached hereto, which summarize key points regarding interchange, or lack thereof, in the previous two years. Appendix G was created by reviewing and analyzing the schedules for the Power & Baseline store. *See* Pet. Ex. 201. The Appendix lists the number of partners who worked and the number of borrowed partners (designated as "b" on the schedules) per week at the store. *See* Appendix G. The remaining columns show the consequent percentage of borrowed partners in that week, and finally the percentage of partners who were consistently working in the store – counted according to the number of partners who had worked a shift in the store in the preceding month. *See id*. The schedules at the petitioned-for store reveal how infrequent "borrowed shifts" are at Starbucks and at Power & Baseline in particular.

The store demonstrates extremely high retention rates during the period, with a core group of 20-25 employees working side-by-side week after week. *See* Pet. Ex. 201; Br. Appendix G. The schedules reveal that employee interchange at Starbucks is not the type to destroy homogeneity in the unit or undermine the separate identity of the stores. The Company would have one believe

based on "culture" or the fact that its workforce contains many young, part-time workers that these units are interchangeable, when the evidence clearly demonstrates they are not.

Worker testimony also supports the data that "borrowed" shifts rarely happen. Both Liz Alanna and Michelle Hejduk testified how little they work at other locations. T3 299-300; 343. The record clearly establishes that all interchange at Starbucks is completely voluntary and is coordinated and controlled by the workers themselves. In addition, the voluntary interchange that does occur is infrequent and insignificant under the law and does not question the appropriateness of single-facility units here. The Company fails to sustain its burden to overcome the presumption that single-facility units are appropriate under the law.

C. The Third-Party Report Submitted by Starbucks on Interchange and the Testimony Describing That Report Are Irrelevant, Cumulative, and Fundamentally Flawed in Their Analysis.

The Union renews its opposition to the inclusion of Abby Clay Turner's testimony and Employer Exhibit 212 (hereinafter "CRA report") in the record. The third-party analysis conducted by Dr. Turner's firm is irrelevant to this hearing, because needlessly complex analysis of information already in the record is an attempt to supplant the NLRB's role in interpreting the information. Furthermore, the evidence is cumulative, in that it is the same information already in the record in Employer Exhibit 208. The only difference is that the CRA report is *less* useful than Employer Exhibit 208, in that it is a more limited view of the data, framed in a way that is simply a restatement of Starbucks' argument on interchange more broadly. Since this evidence is irrelevant and cumulative, it should be excluded from the record, or in the alternative, given no weight in the RD's decision making. *See Dupont Specialty Products USA, LLC*, 369 NLRB No. 117, slip op. at 1 n. 1 (2020) (judge did not abuse discretion in refusing to permit expert testimony

regarding workplace safety, since it would have been largely cumulative) (citing *California Gas Transport*, 355 NLRB 465 n. 1 (2010)); *Cedars-Sinai Medical Center*, 31–CA–143038, unpub. Board order issued Dec. 1, 2015 (2015 WL 7769416) (expert testimony not relevant).

Regarding the substance of the CRA report and Dr. Turner's testimony, it is worthless to the relevant analysis in this case, because it is premised on too many contrived and self-serving framing devices, all of which are stacked on top of each other. These framing devices do not follow the straightforward analysis demanded by the NLRB's authority on interchange. Under the law, the appropriate question is whether interchange is so great in volume as to fundamentally alter, or even destroy, the identity of the workforce at the petitioned-for unit. *See Hilander Foods*, 348 NLRB 1200 (2006*); Cargill, Inc.*, 336 NLRB 1114, 1114 (2001); *Haag Drug Co.*, 169 NLRB 877, 878 (1968). In other words, the correct analysis is whether employees in a store are able to identify themselves as part of a group of employees who belong to the store, or whether the amount of work being done by people from other stores is so large that the store ceases to have an identifiable workforce.

This is not the same analysis found in the CRA report. The most fundamental flaw in the report is that every time it purports to describe interchange at a particular store, it counts every employee who ever worked in the store within the time period the report uses (most often April 2019 to November 2021). T3 233; T2 202-03. See Er. Ex. 110. As Dr. Turner admitted on cross-examination, each time the report describes an individual store, it counts *every* employee who worked at the store during that time period of over two years, not only the employees who had that store as their home store during that period. T3 234. In other words, an employee who worked only one shift between April 2019 and December 2021 is given the same exact weight and

representation within the analysis as an employee who worked at that store for ten years. Using this concept, the report attempts to paint a picture of high levels of interchange.

The Employer's position on interchange, and the foundational premise of the CRA report, is that store identity is measured by the mere number of employees who have worked in the store, with absolutely no regard for how often they do so. This is wrong, and a specious way of presenting the data in Employer Exhibit 208. The appropriate analysis, rather, is to consider the total amount of work done in each store by employees from other stores. After all, the NLRB's analysis essentially asks whether interchange is regular and substantial enough to rebut the presumption that a single-store unit is appropriate. *See Cargill, Inc.*, 336 NLRB 1114, 1114 (2001) (holding interchange did not rebut the presumption in part because it was "neither regular nor substantial"); *see* Board Order Denying Employer's Request for Review. December 7, 2021, n. 1.

Even if the CRA report did not rest on this fundamentally incorrect premise, much of it would still be inherently meaningless under the relevant analysis. As the DDE in the first case pointed out, the interchange data the Employer presented is flawed in that it failed to take into account temporary transfers as opposed to permanent ones, failed to take into account what happens when a new store opens, failed to take into account the overwhelming change in operations Covid-19 necessitated, and failed to take into account extenuating circumstances such as store closures. DDE pp 19-20.

The CRA report is meant to appear as if it addresses each of these points, but it does not.[4] Rather, it has sections of analysis that refer to each of those fundamental problems standing on

[4] It should be noted that Dr. Turner did acknowledge the Covid-19 pandemic caused higher rates of interchange, as did vacation coverage during the holidays, and transfers during new store openings. T3 203-04 ("And you see some places where it's a little higher like January, February, looks a little higher, and we'll see later that that's -- that looks like that's when some new stores opened. a see a little bit higher in April and we'll see that that's COVID. And then you see a big spike toward the end of the graphic there. That's Christmas Day. So there's a lot of borrowing that happens Christmas Day."). The Board previously undermined the significance of such interchange in the first DDE and the Denial of the Employer's RFR.

their own: a section that removes the data on the time in which Covid caused disruption; a section that removes data on store closings, and so on. However, each respective section treats the inherent problem alone, and leaves the remaining ones in place. *See* Er. Ex. 212. In other words, if the Employer and CRA truly wished to take into account the problems the DDE raised, the report would have engaged in an analysis of the data using all of these filters at once. The report makes no attempt to do this. In any event, each section of the report that goes through the motions of addressing the DDE's concerns is inherently flawed because it takes into account every employee who stepped foot in the store, as described above.

For all these reasons, the CRA report and Dr. Turner's testimony is not relevant to the proper analysis on interchange and should be excluded from the RD's analysis or given no weight.

III. THE STORES' GEOGRAPHICAL SEPARATION SUPPORTS FINDING SINGLE-STORE UNITS APPROPRIATE

The Mesa-area stores are not geographically proximate to one another for the appropriate unit analysis. The Board has held that distances as low as two miles apart are geographically distinct. *Cargill, Inc*., 336 NLRB at 1114 ("The East and West facilities are geographically separate, located two miles apart"). For numerous locations in a city-wide area, the Board upheld a single-facility unit where there were 13 restaurants in the Detroit-area and the "average distance between restaurants is about 7 miles, and all are located within a radius of approximately 22 miles," leading the Board to conclude "[t]he separate Red Lobster restaurants in the Detroit area are not physically proximate to each other." *Red Lobster*, 300 NLRB at 908, 911; *see also Hilander Foods*, 348 NLRB at 1204 ("we find that the 8 to 13 mile distance between Roscoe and the other facilities does not favor a multilocation unit here"); *cf. Jerrys Chevrolet, Cadillac*, 344 NLRB 689, 690 (2005) (finding single-facility units inappropriate where "there are no fences or barriers that

separate the three contiguous facilities from one another. Customers can walk from one dealership to the next.”).

Here, the Company contends there are 14 stores that should be integrated into one Mesa market-wide unit, that are spread across an area with a 25-mile radius. T3 12. *See* Er. Ex 206. The stores are similarly distanced as the stores in Buffalo, New York, which the Board determined weighed in favor of single-store units there. *See* RFR, n. 1 (“we agree with the Acting Regional Director, for the reasons she stated, that the remaining factors under the Board’s single-facility test—similarity of employee skills, functions, and working conditions; geographic proximity; and bargaining history—are not sufficient to rebut the single-facility presumption, especially given the lack of centralized control and interchange”). The stores are not geographically proximate to overcome the single-facility presumption in the appropriate unit analysis.

In addition, the Board construes close geographic proximity more as a prerequisite to show that a petitioned-for multilocation unit is appropriate, rather than to establish that a petitioned-for single-facility unit is inappropriate. *See Audio Visual Servs. Grp*., 370 NLRB No. 39 (Oct. 26, 2020); *Capital Coors Co*., 309 NLRB 322, 325 (1992). This is because when a union petitions for a multilocation unit, it needs to establish a community of interest amongst the workers at separate facilities, and showing close geographical proximity helps do that. *Id*. On the other hand, locations that are merely a few miles apart may appropriately bargain in separate units because:

> The employees in a single retail outlet form a homogeneous, identifiable, and distinct group, physically separated from the employees in the other outlets of the chain; they generally perform related functions under immediate supervision apart from employees at other locations; and their work functions, though parallel to, are nonetheless separate from, the functions of employees in the other outlets, and thus their problems and grievances are peculiarly their own and not necessarily shared with employees in the other outlets.

Haag Drug Co., 169 NLRB at 877-878. Here, considerable distances separate the stores in Mesa, Arizona, which reinforces the individual autonomy of each store and the appropriateness of separate units at each location. The Company's evidence of geographic proximity cannot overcome the single-facility presumption.

IV. THE SIMILARITY OF JOB SKILLS AND PRODUCT INTEGRATION AT STARBUCKS DOES NOT UNDERMINE SINGLE-FACILITY UNITS, AND WORKING CONDITIONS DIFFER SIGNIFICANTLY AT THE INDIVIDUAL STORES

The Board considers the similarity of job skills, plant and product integration, and working conditions in the appropriate unit analysis. These factors are not as important in the retail industry, where uniform skills and product integration are common, and are considered more relevant to determine whether petitioned-for multilocation units are appropriate, rather than to overcome the single-facility presumption. *See Exemplar, Inc*., 363 NLRB No. 157, slip op. at 3–4 (2016); *Haag Drug Co*., 169 NLRB at 877-878; *see also Hilander Foods*, 348 NLRB at 1203.

Here, the job skills of baristas and shift supervisors at Starbucks stores are similar, since they use and sell similar products, and all are under the same pay and benefits scheme. However, working conditions at the stores are not uniform, as Starbucks stores have different operating hours, and some stores are café-only while others operate both cafés and drive-thrus. Because the similar skills and products at the separate stores have little significance, and there are significant differences in the working conditions at the stores, the Company fails to rebut the single-facility presumption.

A. The Similarity of Job Skills at Starbucks Stores is Insignificant in the Appropriate Unit Analysis for Single-Facility Retail Units.

Since 1962, the Board has applied the single-facility presumption to retail stores. *Sav-On Drugs, Inc*., 138 NLRB 1032, 1033 (1962) ("We have decided to […] apply to retail chain

operations the same unit policy which we apply to multiplant enterprises in general"). The Board explained its change several years later:

> Absent a bargaining history in a more comprehensive unit or functional integration of a sufficient degree to obliterate separate identity, the employees' "fullest freedom" is maximized, we believe, by treating the employees in a single store or restaurant of a retail chain operation as normally constituting an appropriate unit for collective-bargaining purposes. The employees in a single retail outlet form a homogeneous, identifiable, and distinct group, physically separated from the employees in the other outlets of the chain; they generally perform related functions under immediate supervision apart from employees at other locations; and their work functions, though parallel to, are nonetheless separate from, the functions of employees in the other outlets, and thus their problems and grievances are peculiarly their own and not necessarily shared with employees in the other outlets.

Haag Drug Co., 169 NLRB at 877-878. Therefore, in the retail industry it is common for employees to perform similar jobs, but if they do so under separate supervision "their work functions, though parallel to, are nonetheless separate from, the functions of employees in other outlets." *Id*. Here, there is no dispute that baristas and shift supervisors perform essentially the same functions at different stores. However, such functions are distinct because they are coordinated and supervised by the store manager at each location. The similarity in skills loses relevance with separate and distinct supervision at each of the locations, *see supra* Section I, and therefore the similarity in skills for baristas and shift supervisors across Starbucks stores does not carry any weight here. *See* Order, n. 1 ("we agree with the Acting Regional Director, for the reasons she stated, that the remaining factors under the Board's single-facility test—similarity of employee skills, functions, and working conditions; geographic proximity; and bargaining history—are not sufficient to rebut the single-facility presumption, especially given the lack of centralized control and interchange").

B. Product and Plant Integration Are Only Relevant in Certain Niche Industries, Not the Retail Industry.

Since the 1960s when the global economy began to become more integrated and product and plant integration became more standard, the Board has recognized that such integration is not important to determine appropriate units:

> [P]roduct integration is becoming a less significant factor in determining an appropriate unit because modern manufacturing techniques combined with the increased speed and ease of transport make it possible for plants located in different States to have a high degree of product integration and still maintain a separate identity for bargaining purposes.

Black & Decker Mfg. Co., 147 NLRB 825, 828 (1964). That case was in the manufacturing industry, and no case has ever held that because certain stores use the same cups or plates that they cannot bargain as individual units. The Board recognizes that retail chain restaurants are built on a business model which requires uniform products throughout the chain. However, this does not undermine the appropriateness of single-facility units since the Board prioritizes the "fullest freedom" of employees to exercise their Section 7 rights. *See Haag Drug Co*., 169 NLRB at 877-878. The Company cannot rebut the single-store presumption because each store uses uniform Starbucks products nationwide.

Plant integration is also only pertinent in a handful of niche industries. For example, the Board has held only system-wide units appropriate for a public utility company, *New England Telephone Co.,* 280 NLRB 162, 164 (1986), and fleetwide units appropriate in the maritime industry. *Inter-Ocean Steamship Co*., 107 NLRB 330, 332 (1954); *but see Keystone Shipping Co.,* 327 NLRB 892, 895–896 (1999). Such industries are difficult to have single-facility units because of the high degree of interdependence. *See New England Tel. Co*., 280 NLRB at 164 ("That judgment has plainly been impelled by the economic reality that the public utility industry is characterized by a high degree of interdependence of its various segments and that the public has

an immediate and direct interest in the maintenance of the essential services that this industry alone can adequately provide. The Board has therefore been reluctant to fragmentize a utility's operations.”). The Board has never had such concerns with interdependence for retail chain outlets. The Company fails to demonstrate how using the same products or occasionally borrowing cups from other stores overcomes the single-facility presumption in the appropriate unit analysis for a retail chain restaurant.

C. Starbucks Stores Have Different Store Hours and Materially Different Operations.

The Board considers working conditions at different stores to help determine the appropriate unit. *See Elmore, V.J., 5, 10 & $1.00 Stores, Inc*., 99 NLRB 1505, 1505 (1952). Working conditions include hours, pay, benefits, and the nature of the employer’s operations. *Id*.; *see also Red Lobster*, 300 NLRB at 908. Similar working conditions are usually considered to determine whether there is a community of interest in a petitioned-for multilocation unit. *See Audio Visual Servs. Grp*., 370 NLRB No. 39 (2020). Even when conditions of employment are centrally administered and uniform at different locations, the Board has upheld the single-facility presumption. *Red Lobster*, 300 NLRB at 908 (finding single-facility units appropriate even where “[p]olicies regarding wages, hours, overtime, vacations, holidays, retirement, profit sharing and employee fringe benefits are centrally established and uniformly applied at all the Red Lobster restaurants.”).

Here, differences in store hours and the fact that some stores are café only while others have drive-thrus militate in favor of the single-facility presumption. While pay and benefit policies are uniform, the Company clearly changes its operations of different stores to suit the needs of the local community, supporting the single-facility presumption here.

Differences in store hours at Starbucks in the Mesa-area support single-store units. In *Elmore, V.J., 5, 10 & $1.00 Stores, Inc*., the Board found single-store units appropriate "although wages are generally uniform throughout the district, hours of work vary from one store to another, as they depend upon custom in the local community." 99 NLRB at 1505. It is undisputed that Starbucks store hours are different depending on the needs of the local community. *See* Er. Ex. 202; T1 100: 5-22 ("If there are more customers that are showing up early, or if there are less customers showing up late, we provide them a deep analysis of, you know, where their stores are actually performing, and provide a recommendation"). The Company seems to focus on who sets the store hours, but this misses the point. *See* T1 100: 5-22. The difference in store hours is not an aspect of managerial control; rather, it is a difference in employee shifts and the terms and conditions of employment. If a store closes at 7:00 p.m. instead of 9:00 p.m., workers at that particular store have substantially different conditions of employment than workers at the other store.

Differences in operations at the Starbucks stores also favor single-store units. *See Hot Shoppes, Inc*., 130 NLRB 138, 141 (1961) (finding operations "functionally distinct" where some workers catered at airport and others served in normal restaurants). Of the fourteen stores included in the Company's proposed unit, one is café only and thirteen are café and drive-thru. *See* Er. Ex. 202. Not only does this change the layout of the stores, it also changes the staffing needs, work stations, and training that each worker must go through. *See* Er. Ex. 5; Er. Ex. 16; Er. Ex. 14. This also must change other conditions of employment. For instance, workers stationed at the drive-thru window need to wear a head set while other workers do not. Also, drive-thru times established by the company are a contentious topic. Such a condition of employment is important to workers at stores with a drive-thru and irrelevant to workers at a café-only store.

The similarity of job skills and the degree of product integration at Starbucks carry little weight in the single-store unit analysis, while the difference in working conditions and store operations at separate locations favor single-store units. The Company fails to show how any of these factors would prohibit the Board from upholding the single-store presumption here.

V. THE ABSENCE OF A BARGAINING HISTORY BETWEEN THE PARTIES AND THE EXTENT OF ORGANIZATION FAVOR A SINGLE-STORE UNIT.

Both the fact that there is no bargaining history between the parties, and the Union's organizing efforts on a store-by-store basis favor a single-store unit.

A. There Is No Bargaining History.

There is no bargaining history between Starbucks and Workers United. Bargaining history is an important factor in the Board's analysis, and when there is no bargaining history it supports upholding the single-store presumption. *See Sav-On Drugs, Inc*., 138 NLRB at 1034–35; *Lipman's, A Div. of Dayton-Hudson Corp*., 227 NLRB at 1438; *Renzetti's Mkt., Inc*., 238 NLRB at 176; *Eschenbach-Boysa Co*., 268 NLRB 550, 551 (1984); *Hilander Foods*, 348 NLRB at 1202-03. Only when there is a history of multilocation bargaining does it favor overturning the single-store presumption. *Spartan Department Stores*, 140 NLRB 608, 610 (1963) (regionwide); *Meijer Supermarkets, Inc*., 142 NLRB 513, 514 (1963) (chain wide). Here, the parties stipulated that there is no bargaining history. Bd. Ex. 2. Therefore, the fact that there is no bargaining history between the parties supports the appropriateness of single-store units.

B. Workers United Has Organized Individual Units Store-By-Store.

Workers United has only organized individual Starbucks locations across the country, including the Power & Baseline store in Mesa, Arizona. While not controlling, the Union's

organizing efforts may be a persuasive factor in the appropriate unit analysis. *See NLRB v. Metropolitan Life Ins. Co*., 380 U.S. 438 (1965); *Dixie Bell Mills, Inc*., 139 NLRB 629 (1962). The relevant question is not *where* the Union is organizing, but *what* units it seeks to represent. *See Dixie Belle Mills, Inc*., 139 NLRB 629, 632 (1962) (finding "the fact that no labor organization seeks to represent a multiplant unit" supports upholding the single-store presumption). Here, Workers United has only focused on organizing individual stores in the Mesa-area and beyond, and therefore its extent of organization supports the single-store presumption.

VI. STARBUCKS' SELF-SERVING CHANGES IN RESPONSE TO THE UNION CAMPAIGN ARE IRRELEVANT TO DETERMINE THE APPROPRIATE UNIT.

Justice requires that Starbucks not be allowed to flout Board law and the agency's legitimacy by attempting to win its case using its illegal conduct. "[W]hen evaluating the community of interest factors, the Board ignores any impermissible changes made unilaterally by the employer" since "[t]o hold otherwise would allow [the employer] to benefit from its own unlawful conduct." *Dodge of Naperville, Inc. v. N.L.R.B.,* 796 F.3d 31, 39 (D.C. Cir. 2015) (*citing In re Comar, Inc.*, 339 N.L.R.B. 903, 911 (2003). This is exactly what Starbucks attempts to do in this case. The Company has introduced massive changes in response to the union campaign, likely designed both as part of its stunning anti-union campaign and in order to create facts more favorable to it in this and future RC cases. If the Company attempts to rely on those changes is making its case before Region 28, that effort must be rejected absolutely.

For instance, Andrea Streedain, Starbucks Regional Vice President of the Western Mountain Region, which covers 12 states, T3 26, mentioned how she was aware that District Managers were involved in finding coverage for hourly partners in Mesa, Arizona because "I've been involved in those conversations for -- for these last few weeks." T3 100. She also could not

point to any instances before "the last few weeks" of District Managers having any role in finding coverage for hourly partners. T3 101. Ms. Streedain's testimony not only demonstrates that a regional-level manager in charge of 12 states has placed particular emphasis on operations in Mesa, Arizona since the union campaign went public, but also the changes the Company has made in response to the campaign.

Any attempt to rely on these facts must fail not only because it would represent a severely unjust perversion of the NLRB's role and structure, but in order to make clear to other employers that federal labor law has meaningful consequences.

VII. DETAILS OF THE ELECTIONS

As the Union expressed at the hearing, it takes the position that the election should be held by mail ballot. This request is based first on the unavailability of the store as an election site (which is apparently undisputed). Second, there is a potential for confusion regarding a physical election site outside of the store, since it would be a location unfamiliar to voters. Third, carrying out such an election would put undue strain on the NLRB, which would have to find an alternative location. Finally, the ongoing dangers presented by the Covid-19 pandemic, as described in *Aspirus Keweenaw*, 370 NLRB No. 45 (Nov. 9, 2020), have not subsided, and are in fact increasing in severity, including in the area surrounding the Power & Baseline store.

In addition, for the reasons stated in the DDE in the first case, the employees have a "scattered' work schedule that further justifies mail-ballot elections. *See* DDE 23-26.

CONCLUSION

For these reasons, Workers United respectfully requests that the Regional Director issue a Decision and Direction of Election ordering a mail-ballot election for Starbucks Store #5610 at Power & Baseline in Mesa, Arizona, to be held as soon as practicable.

Dated: December 21, 2021
Buffalo, NY

/s/ Ian Hayes
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APPENDIX G

Week	Total Partners	Borrowed Partners	% (Borrowed/Total)	% of Partners the Same (worked a shift in last month)
12.2.19	15	0	0%	N/A
12.9.19	15	0	0%	15/15 = 100%
12.16.19	15	0	0%	15/15 = 100%
12.23.19	14	0	0%	14/14 = 100%
12.30.19	17	0	0%	15/17 = 88%
1.6.20	17	0	0%	17/17 = 100%
1.13.20	15	0	0%	15/15 = 100%
1.20.20	15	0	0%	15/15 = 100%
1.27.20	15	0	0.00%	15/15 = 100%
2.3.20	15	0	0%	15/15 = 100%
2.10.20	14	0	0%	14/14 = 100%
2.17.20	14	0	0%	14/14 = 100%
2.24.20	15	0	0%	15/15 = 100%
3.2.20	15	0	0%	15/15 = 100%
3.9.20	14	0	0%	14/14 = 100%
3.16.20	15	0	0%	15/15 = 100%
3.23.20	16	0	0%	15/16 = 93.75%
3.30.20	15	0	0%	15/15 = 100%
4.6.20	16	0	0%	16/16 = 100%
4.13.20	14	0	0%	14/14 = 100%
4.20.20	12	0	0%	12/12 = 100%
4.27.20	13	0	0%	13/13 = 100%
5.4.20	15	0	0%	15/15 = 100%
5.11.20	16	0	0%	16/16 = 100%
5.18.20	16	0	0%	16/16 = 100%
5.25.20	16	0	0%	16/16 = 100%
6.1.20	16	0	0%	16/16 = 100%
6.8.20	16	0	0%	16/16 = 100%
6.15.20	15	0	0%	15/15 = 100%
6.22.20	15	0	0%	15/15 = 100%
6.29.20	15	0	0%	15/15 = 100%
7.6.20	15	0	0%	15/15 = 100%
7.13.20	16	0	0%	16/16 = 100%
7.20.20	16	0	0%	16/16 = 100%
7.27.20	16	0	0%	16/16 = 100%
8.3.20	17	0	0%	16/17 = 94%
8.10.20	16	0	0%	16/16 = 100%
8.17.20	16	0	0%	16/16 = 100%
8.24.20	17	0	0%	17/17 = 100%
8.31.20	17	0	0%	16/17 = 94%
9.7.20	18	0	0%	17/18 = 94.4%
9.14.20	17	0	0%	17/17 = 100%
9.21.20	18	0	0%	16/18 = 88.9%
9.28.20	18	0	0.00%	18/18 = 100%
10.5.20	20	0	0.00%	18/20 = 90%
10.12.20	21	0	0%	21/21 = 100%
10.19.20	21	0	0.00%	21/21 = 100%
10.26.20	22	0	0.00%	21/22 = 95.4%
11.2.20	21	0	0.00%	21/21 = 100%
11.9.20	23	0	0.00%	21/23 = 91.3%
11.16.20	23	0	0.00%	23/23 = 100%
11.23.20	23	0	0%	23/23 = 100%
11.30.20	23	0	0%	23/23 = 100%
12.7.20	24	0	0%	23/24 = 95.8%

12.14.20	24	0	0%	24/24 = 100%
12.21.20	24	0	0.00%	24/24 = 100%
12.28.20	24	0	0%	24/24 = 100%
1.4.21	24	0	0%	24/24 = 100%
1.11.21	24	0	0%	24/24 = 100%
1.18.21	23	0	0%	23/23 = 100%
1.25.21	24	0	0%	24/24 = 100%
2.1.21	25	0	0%	24/25 = 96%
2.8.21	25	0	0%	24/25 = 96%
2.15.21	25	0	0%	25/25 = 100%
2.22.21	27	0	0%	25/27 = 92.6%
3.1.21	28	0	0%	27/28 = 96.4%
3.8.21	28	0	0.00%	28/28 = 100%
3.15.21	28	0	0.00%	28/28 = 100%
3.22.21	28	0	0%	28/28 = 100%
3.29.21	28	0	0%	27/28 = 96.4%%
4.5.21	28	0	0%	28/28 = 100%
4.12.21	27	0	0%	27/27 = 100%
4.19.21	28	0	0%	28/28 = 100%
4.26.21	25	0	0%	25/25 = 100%
5.3.21	25	0	0%	25/25 = 100%
5.10.21	25	0	0%	25/25 = 100%
5.17.21	24	0	0%	24/24 = 100%
5.24.17	25	0	0%	25/25 = 100%
5.31.21	23	0	0%	23/23 = 100%
6.7.21	23	0	0%	23/23 = 100%
6.14.21	23	0	0%	23/23 = 100%
6.21.21	23	0	0%	23/23 = 100%
6.28.21	23	0	0%	23/23 = 100%
7.5.21	25	0	0%	23/25 = 92%
7.12.21	26	0	0%	25/26 = 96%
7.19.21	27	0	0%	26/27 = 96.3%
7.26.21	26	0	0%	26/26 = 100%
8.2.21	26	0	0%	26/26 = 100%
8.9.21	25	0	0%	25/25 = 100%
8.16.21	26	0	0%	25/26 = 96%
8.23.21	24	0	0.00%	24/24 = 100%
8.30.21	25	0	0%	25/25 = 100%
9.6.21	26	0	0%	26/26 = 100%
9.13.21	26	0	0%	26/26 = 100%
9.20.21	25	0	0%	25/25 = 100%
9.27.21	26	0	0%	26/26 = 100%
10.4.21	27	0	0%	26/27 = 96.3%
10.11.21	27	0	0%	27/27 = 100%
10.18.21	25	0	0%	25/25 = 100%
10.25.21	26	0	0%	26/26 = 100%
11.1.21	25	0	0%	25/25 = 100%
11.8.21	26	0	0%	26/26 = 100%
11.15.21	28	0	0%	26/28 = 92.85%
11.22.21	29	0	0%	28/29 = 96.5%

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED

Petitioner

DECISION AND DIRECTION OF ELECTION

On November 18, 2021,[1] Workers United (Petitioner) filed a petition to represent certain employees of Starbucks Corporation (Employer). The Petitioner seeks a single-facility mail-ballot election for a bargaining unit (the petitioned-for unit) that includes all full-time and regular part-time Baristas, Shift Supervisors, and Assistant Store Managers performing work at the Employer's store # 5610 located at 6807 E. Baseline Road, #102, Suite 100, Mesa, Arizona, (Store 5610), excluding all Store Managers, office clericals, guards, and supervisors as defined in the National Labor Relations Act (the Act). There are approximately 30 employees in the petitioned-for unit.

The Employer contends that the Petitioner's petitioned-for unit limited to a single facility is inappropriate. Rather, the Employer maintains that an appropriate unit must include all the facilities in the Employer's District 380, totaling 14 facilities (14 Employer-sought facilities), including the petitioned-for facility.[2] The Employer argues that, in the event an election is held, a manual election must occur, and that the Region utilize the voter eligibility formula as

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[1] All dates occur in 2021 unless otherwise indicated.

[2] The parties stipulate that the Employer's District 380 is comprised of the following 14 facilities in Arizona: Store 9862, Apache Trail & Delaware, 2580 W. Apache Trail, Apache Junction; Store 9588, Power & Loop 202, 4972 S. Power Road, Gilbert; Store 11891, Signal Butte & Hwy 60, 1923 S. Signal Butte Rd., Mesa; Store 14225, Hunt & Gary, 1757 W. Hunt Hwy, San Tan Valley; Store 19282, Santan Village Pkwy & Loop 202, 2882 S. San Tan Village, Gilbert; Store 54835, Ironwood and Ocotillo, 40889 N. Ironwood Dr., San Tan Valley; Store 55374, Crismon & Southern, 1222 S. Crismon Rd., Mesa; Store 61993, Riggs and Ellsworth, 20824 E. Riggs Rd., Queen Creek; Store 60027, Sossaman & Hampton, 1312 S. Sossaman Rd., Mesa; Store 58302, Signal Butte & Warner, 10720 E. Point Twenty-Two Blvd., Mesa; Store 58630, Higley and Queen Creek, 4865 S. Higley Rd., Gilbert; Store 25812, Ellsworth Rd. & Rittenhouse Rd., 21135 S. Ellsworth Loop Rd., Queen Creek; Store 6756, Ellsworth & Baseline, 2043 S. Ellsworth Rd., Mesa; and Store 5610, Power Rd & Baseline Rd., 6807 E. Baseline Rd. #102, Mesa.

explicated in *Davison-Paxon*, 185 NLRB 21(1970).[3] There are approximately 442 employees in the unit proposed by the Employer.

A hearing was held before a Hearing Officer of the National Labor Relations Board (the Board) via videoconference over three days, beginning on December 10 and ending December 14, at which time the parties were afforded the opportunity to present evidence and to state their respective positions on the record. The parties submitted post-hearing briefs, which I have carefully considered.

Having considered the parties' positions, evidence, and the entire record,[4] and for the reasons described below, I find that the petitioned-for unit is an appropriate unit for collective-bargaining purposes, and I am directing an election by mail ballot. The Petitioner has indicated that it is willing to proceed to an election in any unit I find appropriate. Therefore, I find that the petitioned-for unit limited to the single petitioned-for Store 5610 is an appropriate unit, and I am directing an election for this unit. There are approximately 30 employees in this appropriate unit.[5]

I. ISSUES AND POSITION OF PARTIES

The primary issue before me is whether the Employer has met its "heavy burden" to overcome the presumption that the single-store unit sought by the Petitioner is appropriate. *See California Pacific Medical Center*, 357 NLRB 197, 200 (2011). The secondary issue before me is whether the method of election should be by mail ballot or manual ballot.

The Petitioner argues that the Employer fails to rebut the strong presumption that a single-facility petitioned-for unit is an appropriate unit. Notably, the Petitioner contends that evidence adduced at hearing demonstrates that the Employer's store managers exercise meaningful control over labor relations and store operations without significant oversight from district management. The Petitioner maintains that the infrequent and voluntary nature of employee interchange does not destroy the petitioned-for unit's homogeneity, but instead bolsters the position that a single-facility unit is appropriate. Additionally, while the Employer provided evidence of corporate-wide policies and integration at a national level, the Petitioner argues that such evidence is insufficient to rebut the presumption of the appropriateness of a single-facility unit in a retail industry setting.

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[3] *Davidson-Paxon* is a Board case that provides an eligibility formula for determining the eligibility of irregular part-time employees.

[4] I have taken administrative notice, and the Petitioner and the Employer agree that administrative notice is appropriate, of the records, including transcripts and exhibits, in Cases 03-RC-282115, 03-RC-282127, 03-RC-282139, 03-RC-285929, 03-RC-285986, and 03-RC-285989.

[5] The parties disagree as to the supervisory status of Assistant Store Managers. Litigation on this issue is deferred until after the election, and individuals holding the title of Assistant Store Manager will vote subject to challenge, because the issue relates to the eligibility or inclusion of a portion of the unit or units involved, which does not significantly impact the size or character of the unit or units.

The Employer acknowledges that the single-facility presumption raised by the Petitioner is applicable to the present case. However, the Employer contends that Store 5610, as well as the 13 other stores in District 380, do not maintain the level of local autonomy, control, or authority over labor relations and working conditions to support the appropriateness of a single-facility unit. The Employer underscores that its centralized operational protocols demonstrate a functionally integrated unit with significant employee interchange. Moreover, the Employer argues that centralized policies regarding labor relations, employee skills, functions, training, wages, benefits, and working conditions support the Employer's contention that the smallest appropriate unit must encompass all 14 stores in District 380. The Employer further argues that the geographical proximity of the District 380 stores, as well as the uniformity of employee interests, notwithstanding a lack of bargaining history in the market, reinforces its position that a single-facility unit is an inappropriate unit.

II. RECORD EVIDENCE

A. Overview of the Employer's Operations

The Employer is a multinational corporation that owns and operates restaurants throughout the world, including nearly 9,000 stores nationwide. In the United States, the Employer organizes its stores into 12 regions which are each headed by a regional vice president. More specifically, regions are divided into areas that are headed by regional directors who report to the regional vice president. Each area is further divided into districts headed by district managers who report to their respective regional director. The Western Mountain Region, divided into regions and districts, is comprised of approximately 800 stores spread out over several states.[6] In this case, Store 5610 is one of 14 stores in District 380, which is part of Region 140. Store 5610, as well the other 13 stores in the Employer's District 380, are owned by the Employer.

Providing a consistent and uniform product is a primary goal for the Employer in conducting operations nationwide. To that end, the Employer relies on detailed operational plans, devised at a national level, aimed at creating a consistent customer experience across locations. Decisions about store design, equipment placement, marketing and promotions, store budgets, hours of operation, and contracts with vendors and contractors are made at the national level. Moreover, the Employer maintains various technologies administered at the corporate level to assist with supply orders, scheduling, store operations, and consistency in stores' application of human resources policies.

To ensure product consistency across its stores, the Employer uses two distribution centers that serve District 380. The Employer's regional distribution center in Dallas, Texas, supports 3,000 stores in several states including Arizona. Additionally, the Employer operates a consolidated distribution center out of Phoenix, Arizona, that supports 250 stores. Both the

[6] The Employer's Partner Resources Manager testified that the Western Mountain Region is made up of 17 states and Vice President of the Western Mountain Region named eleven of the states in the Western Mountain Region: Arizona, Southern Idaho, Montana, Wyoming, Utah, New Mexico, Nevada, Colorado, North Dakota, South Dakota, and Nebraska.

Employer's regional distribution center and consolidated distribution center serve Store 5610. Currently, 13 of the stores in District 380 are café and drive-thru stores and one store is café only. The 14 stores in District 380 employ approximately 442 employees.[7] Store 5610 employs approximately 30 employees.

B. Control Over Daily Operations, Labor Relations, and Local Autonomy

Store managers head, manage, and are responsible for the day-to-day operations at each individual store and report to their corresponding district manager. As part of their duties, store managers engage in non-customer facing activities which are conducted during "non-coverage" administrative time. Stores employ shift supervisors and some locations also employ an assistant store manager. Assistant store managers and shift supervisors provide management coverage in the event the store manager is not available to manage the store, such as during non-coverage administrative time. The typical leadership structure at individual stores is topped by the store manager and, , followed by the assistant store manager, if one is employed at the store, and a shift supervisor. Individuals tasked with running the store's sales floor are considered "key holders." Key holders are individuals in leadership positions and may include the store manager, assistant store manager, and shift supervisor. Key holders sign cash handling agreements and are given store alarm codes and codes to the store's safe. Store managers are typically assigned to a single store but may be assigned to multiple stores in the event there is an extended need for a store manager at another store. For example, a store manager may be tasked to head dual stores if another store manager is on extended leave or if a new store is opening and staffing for the new store has not been finalized.

Store managers are responsible for personnel decisions, scheduling, payroll, and fiscal decisions. Although store managers are required to regularly exercise discretion in managing the overall store operations, including staffing decisions, the Employer also uses various programs on a nationwide basis, such as its career website and its hiring platform called "Taleo," to assist in the hiring of employees. At the district level, the Employer holds hiring fairs which are facilitated by district managers.[8] Employees may also refer individuals for hire with the Employer through its "Partner Referral Program." Once an applicant has passed the Employer's pre-screening process, an applicant will then be interviewed for a position. Though district managers may participate in the interviewing of entry-level employees, there is no record evidence of the district manager in District 380 taking a role in interviewing entry-level employees. Store managers make the final hiring decisions for certain employees, such as baristas. Store managers are not required to only hire from district-wide hiring fairs and can instead receive and vet resumes, screen and interview applicants, and hire applicants without the assistance of hiring fairs and without the need for outside approval.

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[7] The parties generally refer to employees, such as shift supervisors and baristas, as "partners" consistent with the Employer's internal nomenclature. The Employer's "Partner Guide" also refers to store managers and assistant store managers, as well as café attendants, baristas, and shift managers, as partners.

[8] The Employer maintains that it regularly conducts market-wide hiring fairs and engages a recruiter to assist in hiring, but witness testimony establishes that such hiring events are not the norm and that recruiters are not primarily involved in the hiring of employee positions at individual stores.

Once hired, employees receive training from store managers. The initial employee training, called "First Sip," is conducted by store managers or an assistant store manager. At this initial training, employees are provided onboarding paperwork including the Employer's employee handbook, the "Partner Guide". The Partner Guide directs employees to contact their store manager with questions regarding employee dress code, time-off requests, and other Employer policies, standards, and procedures. Store managers will also go through the policies in the Partner Guide, an ethics and compliance handbook, coffee passport, and assign employees their employee number. Store managers may also involve other employees, such as barista trainers, in the initial training of new employees, but store managers alone sign off on an employee's successful completion of onboarding and training.

In addition to hiring, store managers also take active roles in employee promotions and, conversely, employee discipline and discharges at the store level. As management's point-person at individual stores, store managers are in a prime position to receive employee requests for promotions and to prepare and recommend qualified employees for promotion to shift supervisor to the Employer's district managers. Store managers, in addition to evaluating employee performance and employee development, may also promote employees from barista to barista trainer without approval from district managers. Barista trainers are eligible for additional pay. Regarding discipline, the Employer provides a "Virtual Coach" tool which can assist store managers in deciding to issue discipline to employees. The Virtual Coach functions as a decision tree to assist store managers to assess a situation with an employee and then decide the corrective action. Store managers are not required to use or follow the suggested actions from the Virtual Coach. In addition to issuing discipline, store managers are also tasked with discharging employees at the store level. While some situations involving the discharge of an employee may require store managers to discuss and seek the assistance from either the district manager or the Employer's human resources department, Partner Relations, the store manager is the individual tasked with effectuating the discharge of employees.

Store managers are responsible for scheduling at their respective stores. The Employer uses a centralized system called "Partner Hours" to maintain employee availabilities and to generate schedules nationwide three weeks in advance. Store managers modify and make changes to work schedules on a weekly basis depending on employee availability and employee requests for time off. As a result of the COVID-19 pandemic, store managers have at times had to rewrite the work schedule several times a week. Store managers do not need the approval of district managers to revise the work schedule and ensure their respective store is staffed. In addition to approving time-off requests and developing employee schedules, store managers are responsible for approving overtime and ensuring the accuracy of time tracking and payroll records. While the Employer contends that overtime is approved by district managers, the Employer's Partner Guide is explicit in stating that overtime must be approved by the store manager and failure to receive approval may result in corrective action.

Additionally, store managers assign and direct employees' work. Another nationwide program maintained and administered by the Employer is the "Play Builder" tool which is used to project in-store workflow, product needs, and employee tasks and assignments. The Employer contends that its Play Builder tool removes discretion and judgement from the local store

manager in assigning work assignments and employee tasks. Nevertheless, record evidence demonstrates that store managers, or other Key Holders like shift supervisors or assistant store managers, are not required to strictly adhere to the assignments suggested by the Play Builder tool. Indeed, there is no evidence to suggest that a store manager, assistant store manager, or shift supervisor has been disciplined for failing to use the Play Builder tool or for choosing to ignore the tool's suggestions. However, the record reflects that assignments or plays suggested by the tool may not make sense during normal operations. To ensure appropriate staffing and work assignments, store managers analyze the sales floor and determine the locations for employees and their respective task assignments which make the most sense according to the in-time business needs.

Regarding store inventory, food products, merchandise, and supplies are ordered and received by stores using the Employer's inventory management system. The inventory management system is devised and administered in the United States by the Employer's operations services team, which is headed by Director of Operations Services Christopher Flett. This nationwide system is used by store managers, assistant store managers, and shift supervisors when placing or receiving orders, or transferring supplies and product between stores, on a daily or weekly basis.

A store's projected needs are calculated by the operations services team on a quarterly basis using the Employer's "Par Builder" tool. The Par Builder tool contains, receives, and uses data regarding the amount of product that a store needs between orders, sales history, forecast, and sales trends. This data is then used to set a store's par which is the anticipated amount of food product and supplies that a store needs per order.

Stores belonging to the same market as Store 5610 receive orders seven times a week. Store managers, assistant store managers, and shift supervisors are able to place orders for additional products based on the actual needs of the store. When placing an order, a store manager, assistant store manager, or shift supervisor will review the suggested order quantity (SOQ) provided by the inventory managing system and then either accept the order or modify the order if they feel the SOQ is incorrect. SOQ's are calculated based on the store's sales history and the store's par, but do not represent strict order requirements that must be followed by store managers. Store managers may use the SOQ's to guide their decision in ordering product, but store managers may also ignore the SOQ's and use their discretion, experience, and observations to order product and supplies.

Earlier in 2021, the Employer initiated an automated ordering system for packaged food and lobby products such as at-home coffee, merchandise, gift cards, and ready to drink products. This system automatically generates orders for packaged products but does not currently generate orders for supplies or products prepared in-store. The orders automatically generated cannot be modified by store managers. The Employer expects to expand its automated ordering system to include additional products and supplies by the end of 2022.

Regarding labor relations, the Employer employs Partner Resources Managers to assist store managers to address workplace concerns. This is done through a system of support centers that focus on talent acquisition, ethics and compliance, and employee relations. As part of this

system, employees may seek assistance by using the Employer's human resources hotline administered at the corporate level. The hotline serves as a vehicle for employees to address questions related to policies, workplace concerns, or general benefits questions. Even with the centralized support centers and employee hotline, employees are routinely prompted to address their concerns with store managers. Indeed, the Employer's policies and guidelines provided to employees establish store managers as the point-people for resolving employee concerns, questions, or complaints.

Overall, the Employer maintains that upper-level management is involved behind the scenes on all matters related to labor relations and employee working conditions. However, the Employer did not provide specific examples of upper-level management's direct involvement with employees. Rather, the Employer asserted its corporate-level expectations for store operations. The record evidence and witness testimony repeatedly demonstrated that operations at the store-level differed significantly from corporate expectations and that while upper-level management may be involved behind the scenes, store managers consistently address day-to-day operations and employee concerns at the store level. Moreover, store managers routinely are the highest-level in-store management and represent the highest-level of authority in-store.

C. Employee Skills, Functions, and Working Conditions

Little dispute exists that skills, wages, and benefits are generally the same among the Employer's employees throughout its stores. Store employees use a common skillset to prepare and sell identical products at the Employer's stores nationwide. Notably, employees in District 380 are required to follow the same operating and policy manuals developed at the Employer's headquarters in Seattle, Washington which apply equally to stores outside of District 380 and specify what food items will sold, the menu prices, and instructions on how to display and prepare food and drink items. Similarly, employees in District 380 operate the same type of equipment and follow the same procedures and routines when preparing and serving food and drinks as employees do nationwide to provide consistent product to consumers.

Employee wages are determined by the Employer's compensation team headquartered in Seattle, Washington. As such, wage scales for employees in District 380 are the same at each store. As noted above, store managers may promote baristas to the position of barista trainer, thereby issuing pay raises to employees, without requiring outside approval. Additionally, while the Employer determines the frequency at which employees are paid and the wages that each position receives, store managers are ultimately responsible for ensuring that payroll is accurate. Employee benefits are also determined by the Employer at a national level. Employees receive the same vacation, time-off, and family leave benefits; health, dental, vision, life, and disability insurances; stock grants; investment and 401(k) plans; education benefits; COVID-19 benefits; food discounts; and free coffee and food while working.

Employees are also subject to the same national personnel policies and operating procedures. These procedures govern a range of functions and working conditions, including opening the store, clocking in and out, stocking and displaying merchandise, placing and closing transactions, preparing food and drinks, using the same uniforms and equipment, employee orientation and training, and employee development. Nevertheless, functions and working

conditions may still vary between stores depending on the store setup and services provided. One of the fourteen stores in District 380 operates a café while the thirteen other stores, including Store 5610, operate cafés with drive-thrus which necessitate different lay-outs, sets of responsibilities, and operational considerations. At the regional level, the Employer employs store development managers who decide whether a store will be a café only or will be a café and drive-thru.

The Employer also sets store operating hours depending on the needs of the local community. Store managers generally lack authority to change store hours, except for exigent circumstances. For example, store managers have had to close stores early due to COVID-19 outbreaks and staffing shortages caused by COVID-19 outbreaks.

D. Employee Interchange

Individuals applying for hire with the Employer will apply to a store. The application and hiring process is maintained electronically, but store managers may receive applicants in-store and assist the applicants in applying electronically. Once hired, employees are assigned to a "home store," generally, the location they were interviewed at, and where they will be oriented, trained, and regularly scheduled for work. However, employees can and do work shifts at stores beside their assigned home store through what the Employer refers to as borrowed employees. The record evidence demonstrates that this interchange is typically voluntary and may be initiated by employees seeking additional hours. The interchange may also precede a permanent transfer from one home store to another or may be related to other extenuating circumstances such as new store openings, temporary store closures, or staffing shortages.

The Employer maintains that individuals applying for a position, though they may apply at a particular store, are applying for employment at the district level. As such, the Employer places significant emphasis on its expectation that employees will be assigned to work for non-home store locations whenever necessary. The form employees fill out to indicate their availability to work apprises them of that possibility: "[y]ou could also be asked to work at another location to meet the needs of the business or to attain your requested hours." The Employer maintains that employees share a willingness to pick up additional hours and that the culture is such that employees would not refuse to work at another location if asked. Though employees can be disciplined for refusing work hours they have been directed to work, the Employer could not provide an example of employees refusing to work or being disciplined for refusing to work outside of their home store.

As noted by the only store manager to testify during the proceedings, though employees can be disciplined for refusing to work for shifts they have accepted, employees cannot be forced to accept shifts at other stores. Store managers can reach out to employees to seek their cooperation to cover a shift but may ultimately need to cover the shift in the event no employee volunteers. Employees are also responsible for finding coverage for shifts that they cannot work. To find coverage, employees may call or text each other and may also communicate through chat groups via the app GroupMe. GroupMe is a third-party platform and was not created by the Employer and is not owned, facilitated, or administered by the Employer. Employees use GroupMe to create different group chats that may include employees from different stores.

At hearing, the Employer provided raw data regarding employees[9] working in District 380 during the period from April 29, 2019, to November 14, 2021. The raw data includes information about the amount of interchange within the 14 stores in District 380. The Employer also provided the data analysis and report by economist Dr. Abby Clay Turner to further detail the nature of employee interchange in District 380, including Store 5610. Data from fiscal year 2020 also reflect extenuating circumstances due to the COVID-19 pandemic during which stores may have been temporarily closed.

The Employer highlights the following statistics from its datasets relating to District 380 during the period from April 29, 2019, to November 14, 2021:

- Approximately 55.2% of employees worked in a single store, and, conversely, 44.8% of employees worked in two stores or more.

- Approximately 20.9% of employees worked at one other store beside their home store; approximately 11.5% of employees worked at two other stores beside their home store; and approximately 12.4% of employees worked at three or more other stores beside their home store.

- On average, borrowed employees were required for approximately 25% of total workdays.

The Employer highlights the following statistics from its datasets relating to the petitioned-for Store 5610 during the period from April 29, 2019, to November 14, 2021:

- Of the employees working at Store 5610, approximately 45.1% of employees only worked at Store 5610, and, conversely, 54.9% of employees worked in two stores or more.

- Of the employees working at Store 5610, approximately 18.7% of employees worked at one other store beside Store 5610; approximately 11.4% of employees worked at two other stores beside Store 5610; and approximately 24.9% of employees worked at three or more other stores beside Store 5610.

- Store 5610 was the home store for approximately 42% of all employees working at Store 5610, while the remaining 58% were assigned to other home stores.

- On average, borrowed employees were required for approximately 24% of total workdays in Store 5610.

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[9] As noted above, the Employer refers to store managers, assistant store managers, and shift supervisors as partners in its Partner Guide. Moreover, store managers may also be borrowed by other stores and be considered a borrowed partner. Employer's Exhibit 209 is a list of employees in District 380 which includes individuals employed as "baristas," "shift superv," "store mana," and "assistant st." It is unclear from the raw data or data analysis whether supervisory employees such as store managers were included in the overall calculations and statistics.

The Union highlights the following data as providing greater context and specificity regarding employee interchange:

- In fiscal year 2021, 20 out of 58 employees from store 5610 (approximately 34.5%) worked a shift at another store.
- In fiscal year 2021, 92 out of 6,356 shifts in store 5610 (approximately 1.4%) were shifts worked by borrowed employees.
- In fiscal year 2021, 477.83 out of 34,611.02 hours worked in store 5610 (approximately 1.4%) were worked by borrowed employees.

The Petitioner notes that, while the data shows that employees sometimes work at stores other than their home store, nearly 99% (approximately 98.6%) of hours at the petitioned-for Store 5610 were worked by employees dedicated to that store. The Petitioner points to the Employer's data provided in Exhibit 208 which, as provided to the parties at the hearing, is an Excel book with 11 sheets which include data from fiscal years 2020 and 2021 and October 4 through November 7, 2021.[10] The Petitioner notes that Store 5610 demonstrates a high employee retention rate with a core group of 20-25 employees. Moreover, the Petitioner points to employee testimony which it contends further supports its position that borrowed shifts were infrequent and strictly voluntary.

E. Distance Between Locations

District 380 stores are located in five Arizona municipalities on the eastern part of the Phoenix metropolitan statistical area and lie within Maricopa and Pinal counties: six stores, including Store 5610, are located in the city of Mesa; three stores are located in the town of Gilbert; two stores are located in the unincorporated community of San Tan Valley; two stores are located in the town of Queen Creek; and one store is located in the city of Apache Junction. The Employer uses a population density average of 10,000 people per mile in deciding a store's location. Due to constraints in real estate, locations may be opened in areas with population densities significantly below or above the 10,000 people per mile.[11]

Stores in District 380 are spread across a geographic area with a 25-mile radius and range from approximately 1.5 to approximately 16 miles apart. According to maps provided by the Employer, Store 5610 is geographically located in the northwest area of District 380. Six stores in District 380 appear within 6 miles east of Store 5610. Seven stores outside of District 380 appear within 6 miles west of Store 5610.

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[10] Employer's Exhibit 208 included sheets labeled: Info, Raw Data, Aggregated Data, Q1, Q2, Q3, Q4, Q5, Q6, Q7, and Q8. The entire document does not appear to have been included in the combined file of Employer's exhibits and only appears to includes data from sheet "Q7."

[11] Store Development Director Karen Parrott testified that a store may be open at a location with a population density of 6,000 people per mile, or at a location with a population density of 15,000 per mile, and that the population densities may balance out to 10,000 people per mile over the course of several miles.

F. Bargaining History

The Employer has no bargaining history with Store 5610 or any store in District 380.

III. ANALYSIS

A. The Appropriateness of a Single-facility Petitioned-for Unit

The Board has long held that a petitioned-for single-facility unit is presumptively appropriate unless it has been so effectively merged or is so functionally integrated with other facilities that it has lost its separate identity. *Dixie Belle Mills, Inc.*, 139 NLRB 629, 631 (1962). The party contesting a single-facility unit bears a "heavy burden of overcoming the presumption." *California Pacific Medical Center*, 357 NLRB 197, 200 (2011). To rebut this presumption, the Employer "must demonstrate integration so substantial as to negate the separate identity" of the single store units. *Id.*

To determine whether the single-facility presumption has been rebutted, the Board examines: (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any exists. *See, e.g.*, *Trane*, 339 NLRB 866, 867 (2003); *J & L Plate, Inc*., 310 NLRB 429, 429 (1993). These same factors apply in the retail chain setting. *See, e.g.*, *Red Lobster*, 300 NLRB 908, 912 (1990); *Foodland Of Ravenswood*, 323 NLRB 665, 666 (1997).

Nearly sixty years ago, in *Sav-On Drugs*, the Board abandoned its prior general policy in the retail chain context of making unit determinations coextensive with the employer's administrative division or the involved geographic area. 138 NLRB 1032 (1962); *accord Frisch's Big Boy Ill-Mar, Inc.*, 147 NLRB 551 (1964). The Board decided that it would "apply to retail chain operations the same unit policy that it applies to multi-plant enterprises in general, that is . . . in the light of all the relevant circumstances of the particular case." *Frisch's Big Boy*, 147 NLRB at 551-52.

The Board expanded upon this policy in *Haag Drug*, stating, "[o]ur experience has led us to conclude that a single store in a retail chain, like single locations in multilocation enterprises in other industries, is *presumptively* an appropriate unit for bargaining." 169 NLRB 877, 877 (1968) (emphasis in original). It elaborated:

> Absent a bargaining history in a more comprehensive unit or functional integration of a sufficient degree to obliterate separate identity, the employees' 'fullest freedom' is maximized, we believe, by treating the employees in a single store … as normally constituting an appropriate unit for collective bargaining purposes. *Id.* at 877.

However, as in other contexts, the single-facility presumption is rebuttable. The Board explained:

> …(W)here an individual store lacks meaningful identity as a self-contained economic unit, or the actual day-to-day supervision is done solely by central office officials, or where there is substantial employee interchange destructive of homogeneity, these circumstances militate against the appropriateness of a single-store unit. *Id.* at 879.

Here, the Employer has failed to carry its burden that the unit must consist, at a minimum, of the 14 stores in its District 380. In so finding, I note first that the unit sought by a petitioner is always a relevant consideration. *Lundy Packing Co.*, 314 NLRB 1042, 1043 (1994). "Although other combinations of employees here may also constitute an appropriate unit," the issue is only whether the employees at each petitioned-for store "alone constitute *an* appropriate unit." *Foodland Of Ravenswood*, 323 NLRB at 666. "There is nothing in the statute which requires that the unit for bargaining be the *only* appropriate unit, or the *ultimate* unit, or the most appropriate unit; the Act only requires that the unit be 'appropriate.'" *Id.* (quoting *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950)); *see also Haag Drug*, 169 NLRB at 877 ("It is elementary that more than one unit may be appropriate among the employees of a particular enterprise.").

As detailed below, based on the parties' arguments and the record as a whole, I find that the petitioned-for single-facility unit is appropriate.

B. The Centralization of Operations

The Board has long recognized that it "is common in retail chain operations, and particularly in food chains, [for there to be] a considerable degree of centralized administration in the functioning of ... stores." *Angeli's Super Valu*, 197 NLRB 85, 85 (1972). It has noted that, "though chainwide uniformity may be advantageous to the employer administratively, it is not a sufficient reason in itself for denying the right of a separate, homogeneous group of employees, possessing a clear community of interest, to express their wishes concerning collective representation." *Haag Drug*, 169 NLRB at 878.

The Employer operates a highly centralized national retail chain operation and takes great care and pride in executing a standardized customer experience across its locations. To accomplish this, it relies heavily on its centralized operating procedures, including distribution channels, store design, and product offerings, placement, marketing, and promotions, as evidence of functional integration. Notwithstanding the Employer's evidence of centralized operations, such a circumstance is not considered a primary factor in the consideration of single-store units in the retail industry. *Id.*

The functional integration of two or more plants in substantial respects may weigh heavily in favor of a more comprehensive unit, but it is not a conclusive factor. *See Dixie Belle Mills, Inc.*, 139 NLRB 629, 632 (1962); *J&L Plate*, 310 NLRB 429 (1993). Nevertheless, I am mindful that local autonomy of operations militates toward a separate unit. *Massachusetts Society for the Prevention of Cruelty to Children v. NLRB*, 297 F.3d 41, 47 (1st Cir. 2002); *Hilander Foods*, 348 NLRB 1200, 1202–1205 (2006); *Angelus Furniture Mfg. Co.*, 192 NLRB 992 (1971); *Bank of America*, 196 NLRB 591 (1972); *Parsons Investment Co.*, 152 NLRB 192

(1965); *J. W. Mays, Inc*., 147 NLRB 968, 969–970 (1964); *Thompson Ramo Wooldridge, Inc.*, 128 NLRB 236, 238 (1960); *D&L Transportation*, 324 NLRB 160 (1997); *New Britain Transportation Co*., 330 NLRB 397 (1999).

In this regard, I find that the stores' standardization is outweighed by other evidence of local autonomy in operations and labor relations.

C. Control Over Daily Operations and Labor Relations, Including the Extent of Local Autonomy

Even where there was substantial centralization of authority and considerable product integration between facilities, the Board has held that a single facility could constitute a separate appropriate unit if the requested facility retained a substantial degree of autonomy. *See The Black and Decker Manufacturing Company,* 147 NLRB 825 (1964).

The Board considers evidence of local autonomy in daily operations and labor relations to be key considerations in assessing the appropriateness of single-store units in retail chain operations. For example, in *Haag Drug*, the Board found that one of 11 restaurants operated by an employer in a geographic area was an appropriate unit despite a "high degree of centralized administration," including central profit-and-loss records, payroll functions, and chainwide handling of purchasing, vendor payments, and merchandising. 169 NLRB at 878. In finding the single-facility unit appropriate, the Board noted that the centralized operations bore "no direct relation to the employees' day-to-day work and employee interests in the conditions of their employment." *Id.* at 879. The Board explained:

> More significant is whether or not the employees perform their day-to-day work under the immediate supervision of a local store manager who is involved in rating employee performance, or in performing a significant portion of the hiring and firing of the employees, and is personally involved with the daily matters which make up their grievances and routine problems. It is in this framework that the community of interest of the employees in a single store takes on significance, for the handling of the day-to-day problems has relevance for all the employees in the store, but not necessarily for employees of the other stores. *Id.* at 878.

The evidence adduced at hearing demonstrates that store managers exercise discretion over many daily operational and labor relations matters. Store managers prepare work schedules, secure coverage outside of employees' stated availabilities, and make work assignments based on their independent judgment of employees' preferences and strengths. They interview job applicants and effectively recommend individuals for hire, conduct orientations and trainings, and issue or effectively recommend discipline and termination. They observe employee performance, evaluate them, play a central role in promotions, and mediate daily grievances. Store managers issue discipline and effectively recommend disciplinary actions. Though district managers and the Employer's human resources team may be involved in disciplinary action and employee terminations, the record contains no examples of district

managers conducting independent investigations of disciplines, evaluations, or grievances.[12] Regarding the hiring of employees, while district managers may facilitate hiring fairs, there is no direct evidence of district managers participating in applicant interviews. Moreover, district managers are simply not present in any individual store with enough frequency to serve as supervisory eyes and ears.[13]

Record evidence demonstrates that "the employees perform their day-to-day work under the immediate supervision of a local store manager who is involved in rating employee performance, or in performing a significant portion of the hiring and firing of the employees and is personally involved with the daily matters which make up their grievances and routine problems." See *Haag Drug*, 169 NLRB 877, 878 (1968). The Employer generally contends that its automated tools and company-wide policies limit store managers' discretion over in-store daily matters. However, the conclusory and generalized testimony provided by the Employer's witnesses fails to rebut the record evidence that store managers play a significant role in adjusting schedules, approving time off and overtime, evaluating employees, conducting interviews and hiring employees, and imposing discipline.

Accordingly, I find that store managers are vested with significant autonomy in handling a range of operational and labor relations matters at the local level,[14] notwithstanding the existence of centralized policies and procedures.

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[12] *See Red Lobster*, 300 NLRB at 911 (noting importance of independent investigation by upper-level management on matters such as discharges).

[13] *Red Lobster*, 300 NLRB at 908, fn.4 (finding local autonomy in case where upper level supervisors were present in stores for a full day about once each week and possibly also on store managers' days off in part because "there is insufficient staffing for persons in these two positions to be present in all restaurants at all times"); *Renzetti's Mkt., Inc*., 238 NLRB 174, 175-76 (1978) (emphasizing that daily supervisor is "better able to comment on the job performance of employees over whom he has constant supervision").

[14] *Cargill, Inc*., 336 NLRB 1114, 1114 (2001) (finding local autonomy when supervisors make assignments, supervise work, schedule maintenance inspections, impose discipline, handle initial employee complaints, and schedule vacations); *Eschenbach-Boysa Co*., 268 NLRB 550, 551 (1984) (finding local autonomy where stores managers conduct interviews, hire employees, grant time off, and resolve employee problems and complaints even though upper-level manager "reserves for himself many management prerogatives [because] he necessarily must leave many of the day-to-day decisions . . . to his managers"); *Foodland of Ravenswood*, 323 NLRB at 667 ("[R]esponsibility . . . to hire part-time employees, to schedule and assign employees, to approve overtime, to grant time off, to impose and recommend discipline, to evaluate employees and recommend their promotion, and to resolve and handle formal and informal employee grievances, constitutes significant evidence of local authority over employees' status such that centralized control over other matters does not overcome the appropriateness of a single-store unit."); *Renzetti's Mkt.*, 238 NLRB at 174 (finding merit to petitioner's contention that such factors as centralized administrative control, uniform fringe benefits, and interdependence of the stores' operations were outweighed by the "factor which is of chief concern to the employees," the day-to-day working conditions, including discipline, scheduling, requests for leave, and handling routine grievances); *Bud's Thrift-T-Wise*, 236 NLRB 1203, 1204 (1978) (finding that, though central labor policies circumscribed authority, store managers exercised autonomy in interviewing, scheduling, granting time-off, adjusting grievances, evaluating employees, and making effective recommendations for hiring, discipline, and firing); *Lipman's*, 227 NLRB 1436, 1437 (1977) ("With regard to local autonomy, we find that supervisory personnel at the store level exercise considerable authority in personnel matters. While the personnel director makes final decisions as to discipline, schedules vacations, arranges for transfers, and handles grievances brought to her, in our opinion, the store manager and the

D. Employee Skills, Functions, and Working Conditions

No meaningful dispute exists that employees' wages and benefits are uniform throughout District 380 and established by corporate leadership. However, "[w]hile employee benefits have been centrally established, and the uniformity thereof is of some significance, no greater control or uniformity has been shown here than is characteristic of retail chain store operations generally." *Haag Drug*, 169 NLRB at 879.

Likewise, employees' skill sets are largely the same in Store 5610 as in any other store in District 380. Notably, these facts are largely true of all the Employer's stores nationwide. Differences in job functions exist across café only and drive-thru stores in District 380 in similar fashion to stores at a national level. Such differences necessitate different store layouts, equipment, staffing needs, job responsibilities, and store hours, further supporting the appropriateness of a single-facility unit.[15]

As such, I find that differences in job functions and working conditions exist within District 380, outweighing the significance of the Employer's standardized wages, benefits, and skills that are to be expected in a national retail chain.

E. Employee Interchange

Employee interchange must be considered in the total context. *Gray Drug Stores, Inc*., 197 NLRB 924 (1972); *Carter Camera Shops*, 130 NLRB 276, 278 (1961). Here, the record is replete with data on employee interchange. The Employer argues that its data shows significant interchange throughout District 380. It further emphasizes that employee interchange is facilitated by a corporate culture that "expects" employees to work anywhere in the district as well as the informal third-party group chat used by employees to cover and swap shifts.

However, the employee interchange data provided by the Employer may include store managers.[16] The raw data provided by the Employer and used by Dr. Turner in her analysis of employee interchange does not address or account for the inclusion of store managers into the final tallies of "borrowed partners." As noted by witnesses for both the Employer and the Petitioner, store managers may be borrowed and concurrently used for coverage at separate stores. Moreover, the amount of time that a store manager may be borrowed by any one

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personnel clerical at the downtown store also have and exercise substantial authority in the personnel area, in that the store manager evaluates and reprimands employees and the personnel clerical interviews, hires, schedules employee shifts, vacations, and overtime, and adjusts grievances."); *Walgreen Co.,* 198 NLRB 1138, 1138 (1972) (finding store manager's autonomy significant where district managers visited individual store, at best, monthly and manager had authority for most hiring); *Haag Drug*, 169 NLRB at 879-80 (stating that store managers are generally autonomous in rating employee performance, hiring and firing, and handling routine grievances).

[15] *See Lipman's*, 227 NLRB at fn.7 (noting that two nearby stores had their own "identity as a distinct economic unit by virtue of the fact that one is known as the downtown store and the other is located in a shopping mall"); *Hot Shoppes, Inc*., 130 NLRB 138, 141 (1961) (finding operations "functionally distinct" where some workers catered at airport and others served in normal restaurants).

[16] Dr. Turner verified that she used the data from Employer's Exhibit 208 to complete her analysis of borrowed employees.

particular store may significantly skew the statistics related to borrowed partners because store managers do not merely cover single shifts. Rather, store managers may be used for extended periods of time to cover for store managers on vacation or to facilitate the opening of new locations.

Undisputed record evidence further calls the Employer's assertions into question. For example, employee and store manager testimony establishes that employee interchange is largely voluntary. Employees and store managers use a third-party chat interface to arrange, request, and accept shift swaps at their home stores or between stores. As such, employee interchange appears to be the responsibility and under the immediate control of employees and store managers. Though the Employer asserts that employees are expected and directed to cover shifts throughout District 380 or face disciplinary action, the record evidence does not support the Employer's assertions and instead indicates that employees are not required to accept additional work hours or shifts. Moreover, no specific evidence was provided demonstrating that employees have been disciplined for not volunteering or for declining additional shifts. Ultimately, testimony supports the conclusion that employees have the option of accepting or volunteering for shifts or hours at other stores.

The Board has noted that voluntary interchange should be afforded less weight in rebutting the single-facility presumption.[17] Similarly, aside from a voluntary, informal group chat, there is little evidence of regular contact between employees of different stores.[18] The Employer notes that employees regularly pick up out-of-stock supplies from nearby locations, but this point speaks more to the standardization of the Employer's products than to the destruction of homogeneity of individual stores.[19]

It is appropriate to give special consideration to interchange at the petitioned-for Store 5610, since it is the homogeneity of those employees that is the central question in assessing whether those employees constitute an appropriate unit. The Employer's data is pivotal to this analysis. Namely, during fiscal year 2021, from September 28, 2020, to October 3, 2021, the percentage of hours worked at Store 5610 by borrowed employees amounted to 1.4% of the total hours worked. Additionally, during fiscal year 2021, the percentage of shifts worked by borrowed employees at Store 5610 amounted to 1.4% of the total shifts worked. District wide, in fiscal year 2021, the percent of shifts worked by borrowed employees was 1.9% of total shifts worked. Furthermore, in fiscal year 2021, the percent of hours worked by borrowed employees

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[17] *New Britain Transp. Co.*, 330 NLRB 397, 398 (1999) ("[V]oluntary interchange is given less weight in determining if employees from different locations share a common identity."); *Red Lobster*, 300 NLRB at 911 (noting that "the significance of that interchange is diminished because the interchange occurs largely as a matter of employee convenience, *i.e., it is voluntary*") (emphasis added).

[18] *Hilander Foods*, 348 NLRB at 1203 ("There is no evidence that . . . employees have had frequent contact with employees at the other facilities as a result of central training, central meetings, community service projects, or the newsletter.").

[19] *Eschenbach-Boysa Co.*, 268 NLRB 550 (1984) (finding single store units appropriate notwithstanding that "[o]nce or twice a week, uniforms, small equipment, or food is transferred between the two restaurants to relieve temporary shortages").

amounted to 1.8% of total hours worked.[20] Such minimal numbers are not sufficient to demonstrate that a single-facility's homogeneity of employees has been destroyed or to rebut the single-facility presumption.[21]

Consequently, I find that the level of employee interchange supports the petitioned-for single-facility unit. I note that while the Employer has demonstrated that a significant percentage of employees work "at least one shift" at another store "per year," this is not evidence of *regular* interchange sufficient to rebut the single-facility presumption, especially because the data provided by the Employer indicate that the petitioned-for stores "borrow" only a very small percentage of their labor from other stores. See *Cargill, Inc.*, 336 NLRB 1114, 1114 (2001).

F. Distance Between Locations

Geography is frequently a matter of significance in resolving geographical scope issues. *Dixie Belle Mills, Inc*., 139 NLRB 629, 632 (1962); see also *Van Lear Equipment, Inc*., 336 NLRB 1059, 1063 (2001); *D&L Transportation*, 324 NLRB 160 (1997); *New Britain Transportation Co*., 330 NLRB 397, 398 (1999). Generally, plants which are in close proximity to each other are distinguished from those which are separated by meaningful geographical distances. *Id.*

The stores in District 380 are not so proximate as to weigh strongly in favor of a larger 14-store unit. They are located within a 25-mile radius within the geographical boundaries of five separate municipalities in two separate counties in Arizona. Although the petitioned-for store is less than 12 miles from most other locations, it lies over 12 miles from the furthest store in District 380. The Board has regularly found a multi-facility unit inappropriate in cases involving closer or similar proximities.[22]

G. Bargaining History

That the Employer lacks a bargaining history for any store in District 380 or any history of bargaining in a more comprehensive unit is at best a neutral factor. If anything, it lends support to the appropriateness of a single-facility unit in the present case. *See Lipman's*, 227 NLRB 1436, 1438 (1977) (in finding single store units in retail chain appropriate, emphasizing

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[20] See Employer's Exhibit 208.

[21] *Cf. Cargill, Inc*., 336 NLRB at 1114 *and Britain Transp.*, 330 NLRB at 398 *with Purolator Courier Corp.*, 265 NLRB 659, 661 (1982) (interchange factor satisfied where 50 percent of the work force worked at other facilities each day and were frequently supervised by managers at other terminals) *and Dayton Transp. Corp.*, 270 NLRB 1114 (1984) (presumption rebutted with 400 to 425 temporary employee interchanges between terminals among a workforce of 87 and the temporary employees were directly supervised by the terminal manager from the point of dispatch).

[22] *Lipman's*, 227 NLRB at fn.7 (1977) (finding stores located only 2 miles apart appropriate single-facility units); *Red Lobster*, 300 NLRB at 908, 912 (finding stores with an average distance of 7 miles apart and all within a 22-mile radius appropriate single-facility units); *New Britain Transp.*, 330 NLRB at 398 ("[G]eographic separation [of 6 to 12 miles], while not determinative, gains significance where, as here, there are other persuasive factors supporting the single-facility unit).

"the fact that there is no bargaining history for any of these employees, and the fact that no labor organization seeks to represent the employees on a broader basis").

IV. CONCLUSION

Based upon the record and in accordance with the discussion above, I find that the Petitioner's petitioned-for unit limited to Store 5610 is appropriate. I further find that given the lack of centralized control and employee interchange, the factors under the Board's single-facility test—similarity of employee skills, functions, and working conditions; geographic proximity; and bargaining history—are not sufficient to rebut the single-facility presumption. No determination has been made concerning the eligibility of the Assistant Store Managers, as such the employees in this classification, if any, are allowed to vote subject to challenge, with a decision on the eligibility of these individuals to be resolved in a post-election proceeding, if necessary.

Further, based on the foregoing and the record as a whole, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The parties stipulated, and I find that the Employer is an employer as defined in Section 2(2) of the Act and is engaged in commerce within the meaning of Sections 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.[23]

3. The parties stipulated, and I find that Petitioner is a labor organization as defined in Section 2(5) of the Act.

4. The parties stipulated, and I find that there is no history of collective bargaining between these parties in the proposed bargaining unit identified above and there is no contract or other bar in existence to an election in this case.

5. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act.

6. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act (the Unit):

[23] The Employer, Starbucks Corporation, a Washington corporation with headquarters located in Seattle, Washington, and facilities located throughout the United States, including Store 5610 located at 6807 E. Baseline Rd., Mesa, Arizona, is engaged in the retail operation of restaurants. During the 12-month period ending November 18, 2021, the Employer, in conducting its business operation described above, derived gross revenues in excess of $500,000 and purchased and received goods valued in excess of $5,000 directly from points outside the State of Arizona.

INCLUDED: All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its store # 5610 located at 6807 E. Baseline Road, #102, Suite 100, Mesa, Arizona.

EXCLUDED: Office clerical employees, guards, professional employees and supervisors as defined in the Act.

V. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by **Workers United**.

A. Method of Election

The Employer maintains that a manual election should be conducted but notes that such an election cannot be conducted at its facility. Petitioner contends that the election should be conducted by mail ballot on the earliest practicable date. The Board has delegated its authority in this proceeding to me under Section 3(b) of the Act. Applying the Board's decision in *Aspirus Keweenaw* 370 NLRB No. 45 (2020), to the circumstances in the instant case and the record as a whole, I have decided to direct a mail ballot election.

1. The COVID-19 Pandemic

The COVID-19 pandemic has had a profound impact on daily life in the United States in the last year. Despite unprecedented efforts to limit transmission, to date over 51 million people in the United States have been infected with COVID-19 and over 825,106 people have died.[24] Despite the advent of vaccinations against the COVID-19 virus, only 62.2% of the population is fully vaccinated, and community transmission of the virus remains high.[25]

On October 15, 2021, the Centers for Disease Control and Prevention (CDC) updated its guidance for individuals who have been fully vaccinated against COVID-19.[26] After waiting at least two weeks after receiving a second dose in a 2-dose series or after a single-dose vaccine, individuals are considered fully vaccinated.[27] The CDC advises that if fully vaccinated, people can resume activities that they did prior to the pandemic, but to reduce the risk of being infected with the Delta variant and possibly spreading it to others, fully vaccinated people should wear a

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[24] CDC, *COVID Data Tracker* (updated January 3, 2022) https://covid.cdc.gov/covid-data-tracker/#datatracker-home (last viewed January 4, 2022).

[25] CDC, *COVID-19 Vaccinations in the United States* (updated January 3, 2022) https://covid.cdc.gov/covid-data-tracker/#vaccinations (last viewed January 4, 2022).

[26] CDC, *When You've Been Fully Vaccinated* (updated October 15, 2021) https://covid.cdc.gov/covid-data-tracker/#vaccinations (last viewed January 4, 2022).

[27] *Id.*

mask indoors in public if they are in an area of substantial or high transmission.[28] The CDC currently recommends that fully-vaccinated individuals 18 years and older should receive a booster shot at least 6 months after completing their Pfizer-BioNTech or Moderna primary series or 2 months after their initial Johnson & Johnson's Janssen (J&J) vaccine.[29]

On the other hand, the CDC's guidance for unvaccinated individuals remains largely the same, including recommendations that individuals continue to wear masks in indoor public spaces, maintain 6 feet of social distance between themselves and others, and avoid being in crowds and unventilated indoor spaces.[30] Many of the measures recommended by the Federal, state, and local governments to prevent the spread of the virus are well-known at this point: avoid crowds, practice good hygiene, maintain at least a 6-foot distance between individuals, and use masks when around other people.[31] According to the CDC, for unvaccinated individuals attending events and gatherings increases the risk of getting and spreading COVID-19, and accordingly the CDC recommends individuals stay at least 6 feet apart from others and avoid crowds and indoor spaces.[32]

Because of the risk of infection associated with gatherings and in-person activities, the pandemic has also impacted the way the Board conducts its elections. Although it has not directly addressed Board elections, the CDC has issued guidance on elections in general. Its guidance on *Polling Locations and Voters* states officials should "consider offering alternatives to in-person voting if allowed" and that "[v]oting alternatives that limit the number of people you come in contact with or the amount of time you are in contact with others can help reduce the spread of COVID-19."[33] The CDC further states the virus can survive for a short period on some surfaces and that it is possible to contract COVID-19 by touching a surface or object that has the virus on it and then touching one's mouth, nose, or eyes.[34]

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[28] *Id.*

[29] CDC, *CDC Expands COVID-19 Booster Recommendations* (updated November 29, 2021) https://www.cdc.gov/media/releases/2021/s1129-booster-recommendations html (last viewed January 4, 2022).

[30] CDC, *How to Protect Yourself and Others* (updated November 29, 2021) https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/social-distancing html (last viewed January 4, 2022).

[31] *Id.*

[32] CDC, *Activities, Gatherings, and Holidays* (updated December 9, 2021), https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/personal-social-activities html (last viewed January 4, 2022).

[33] CDC, *Elections & Voting* (updated April 20, 2021) https://www.cdc.gov/coronavirus/2019-ncov/community/election-polling-locations.html ("Elections with only in-person voting on a single day are higher risk for COVID-19 spread …") (last viewed January 4, 2022).

[34] CDC, *Frequently Asked Questions* (updated October 21, 2021) https://www.cdc.gov/coronavirus/2019-ncov/faq.html (last viewed January 4, 2022).

2. Board Standard

Congress has entrusted the Board with a wide degree of discretion in establishing the procedures and safeguards necessary to ensure the fair and free choice of bargaining representatives, and the Board in turn has delegated the discretion to determine the arrangements for an election to Regional Directors. *San Diego Gas & Elec*., 325 NLRB 1143, 1144 (1998); citing *Halliburton Services*, 265 NLRB 1154 (1982); *National Van Lines*, 120 NLRB 1343, 1346 (1958); *NLRB v. A.J. Tower Co.*, 329 U.S. 324, 330 (1946). This discretion includes the ability to direct a mail-ballot election where appropriate. *San Diego Gas*, 325 NLRB at 1144-45.

As a general rule, the Board's longstanding policy is that representation elections should be conducted manually, either at the employees' workplace or some other appropriate location. *San Diego Gas*, 325 NLRB 1143, 1144 (1998). Thus, the applicable presumption favors a manual, not mail ballot, election. *Nouveau Elevator Industries, Inc.*, 326 NLRB 470, 471 (1998). However, in *San Diego Gas*, the Board also recognized that "extraordinary circumstances" would permit the Regional Director to exercise discretion and order a mail ballot election outside of those well-settled guidelines. 325 NLRB at 1145. This includes a few specific situations addressed by the Board, including where voters are "scattered" over a wide geographic area, "scattered" in time due to employee schedules, in strike situations, or other unspecified extraordinary circumstances. *Id*. The Board imbues the Regional Director with discretion to adapt the method of election to the "peculiar circumstances" of each case. *National Van Lines*, 120 NLRB 1343, 1346 (1958).

After a brief pause in elections early in the pandemic, the Board resumed conducting elections in April 2020, with many Regional Directors, including the undersigned processing the instant petition, directing primarily mail-ballot elections in light of the extraordinary circumstances presented by the COVID-19 pandemic. To assist Regional Directors in determining when a manual election could be conducted safely, on July 6, 2020, the General Counsel issued a memorandum titled "Suggested Manual Election Protocols," *Memorandum GC 20-10 (GC 20-10)*, setting forth detailed suggested manual election protocols.

GC 20-10 includes a number of certifications required of the Employer in order to ensure a safe environment for a manual election. These include cleaning in conformity with CDC standards, and certifying the number of individuals present in the facility within the preceding 14 days who have either tested positive for COVID-19, are awaiting results of a COVID-19 test, are exhibiting symptoms of COVID-19, or have had contact with anyone in the previous 14 days who has tested positive for COVID-19, among other certifications. The memorandum further states where such certifications are not timely provided the Regional Director has the discretion to cancel the election.

In light of the COVID-19 pandemic and to further define the "extraordinary circumstances" standard which a Regional Director should use to determine the appropriate election method, the Board set forth six guidelines that "will normally suggest the propriety of using mail ballots under the extraordinary circumstances presented by this pandemic." *Aspirus Keweenaw*, 370 NLRB No. 45, slip op. at 6 (2020). In determining the appropriate method of

election, the Board directed Regional Directors to consider whether any of the following situations exist:

(1) The Agency office tasked with conducting the election is operating under "mandatory telework" status;

(2) Either the 14-day trend in the number of new confirmed cases of Covid-19 in the county where the facility is located is increasing, or the 14-day testing positivity rate in the county where the facility is located is 5 percent or higher;

(3) The proposed manual election site cannot be established in a way that avoids violating mandatory state or local health orders relating to maximum gathering size;

(4) The employer fails or refuses to commit to abide by the GC Memo 20-10 protocols;

(5) There is a current COVID-19 outbreak at the facility or the employer refuses to disclose and certify its current status; and

(6) Other similarly compelling considerations.

Id. at 7-11. The existence of one or more of these situations will normally suggest that a mail ballot is appropriate under the "extraordinary circumstances presented by this pandemic." *Id.* at 4. The Regional Director's determination to conduct an election manually or by mail is subject to an abuse of discretion standard. *Aspirus*, 370 NLRB No. 45, slip op. at 3 (citing *San Diego Gas*, 325 NLRB at 1144 n. 4). Finally, in *Aspirus*, the Board noted that a Regional Director who directs a mail-ballot election under one or more of the foregoing six situations will not have abused her or his discretion. *Id.* at 8.

3. Position of the Parties

Neither party indicated that foreign language ballots were necessary.

In its petition, the Petitioner seeks a mail-ballot election to commence on December 9, 2021. First, the Petitioner notes that the Employer's store is unavailable as an election site. Second, there is a potential for confusion regarding a physical election site outside of the petitioned-for store, since it would be a location unfamiliar to employees. Third, carrying out such an election would put undue strain on the Board, which would have to find an alternative location. Finally, the ongoing dangers presented by the COVID-19 pandemic, as described in *Aspirus Keweenaw*, 370 NLRB No. 45 (Nov. 9, 2020), have not subsided, and are in fact increasing in severity, including in the area surrounding the petitioned-for store. Additionally, for the reasons stated in the Decision and Direction of Election in Case 03-RC-282115, the employees have a "scattered" work schedule that further justifies mail-ballot elections.

In its Statement of Position, the Employer indicated that a manual election is warranted, that it is willing to abide by protocols discussed in GC Memo 20-10, and that there were no COVID-19 outbreaks as of the filing of its statement of position on December 2, 2021. The Employer maintains that the guidance provided by the Board in *Aspirus Keweenaw* is outdated and no longer reasonably controlling noting that the majority of the adult population is vaccinated and insulated from the most serious health outcomes form a COVID-19 infection. The Employer notes that as of November 23, 2021, Maricopa County reported a vaccination rate of nearly 55% and contends that the current state of the pandemic coupled with increased access to vaccines renders the *Aspirus Keweenaw* factors moot or outdated. Additionally, the Employer contends that "general trends in case counts simply do not justify imposition of a mail ballot election when (a) the case counts are low; (b) there is a widely available vaccine treatment; (c) the vaccination and booster rate in Maricopa and Pinal Counties; and (d) as of November 22, 2021, the CDC has approved boosters for all adults (as well as vaccines for children aged 5 – 11) which will likely lead to a quick decline in positivity rates." Furthermore, the Employer contends that none of the *Aspirus Keweenaw* factors justify a mail ballot election. Lastly, the petitioned-for store's layout is not conducive to holding a Board election and, therefore, requests a neutral off-site location at the discretion of the Regional Director.

The Employer further contends that the appropriate eligibility formula, in the event an election is directed, is the eligibility formula for determining the eligibility of irregular part-time employees found in *Davison-Paxon*, 185 NLRB 21, 24 (1970).

4. Determination

First, regarding the Employer's contention that the appropriate eligibility formula in this matter is the *Davison-Paxon* formula, I note that the Employer does not provide evidence or argument in support of its position that the Employer employs irregular part-time employees. As such, I find that the *Davison-Paxon* formula is inapplicable in the present matter.

After careful examination of the record, the parties' respective positions, and the current state of the COVID-19 virus in and around Mesa, Arizona, I find that the COVID-19 pandemic presents an extraordinary circumstance that makes conducting a mail ballot election the most responsible and appropriate method for conducting a secret ballot election to determine the unit employees' union representation preferences at this time. In reaching this conclusion I have relied upon the second and sixth *Aspirus* factors.

Turning to the *Aspirus* factors, I find that a number are not relevant to my determination in this case. The Region tasked with conducting the election is not operating under mandatory telework status, and mandatory state or local health orders relating to maximum gathering size are not at issue. As such, the first and third factors are not material. I have not addressed the fifth factor specifically, whether an outbreak is ongoing at the facility in question since the parties agree that the facility in question is not conducive to hold an election. I address the second and fourth *Aspirus* factors in more detail below.

a. Second Factor: Trend and Testing Positivity Data

Regarding the second consideration – whether the trend in the number of new confirmed cases of COVID-19 in the county where the facility is located is increasing, or the 14-day testing positivity rate in the county where the facility is located is 5% or higher – Regional Directors are empowered to use data from state, local and federal governments, as well as other credible COVID-19 data gathering entities. *Aspirus,* at 8 and fn. 24, 25; *see, e.g.*, *Hearthside Food Solutions, LLC*, 2020 WL 7056105 at 1, fn. 1 (relying on Johns Hopkins University data) (not reported in Board volumes). Where county level data are not available, Regional Directors should look to state level data. *Id.*, at 6 fn. 25.

If I determine a manual election is appropriate, it would occur at a location in Mesa, Arizona, located in Maricopa County. I will analyze Maricopa County data to most accurately capture the COVID-19 conditions present at the Employer's facility. In Maricopa County, Arizona, where the Employer's facility is located, while the 14-day trend in the number of new confirmed cases of COVID-19 is generally declining according to the Arizona Department of Health Services,[35] the Centers for Disease Control and Prevention notes that the trend is generally increasing,[36] the COVID-19 testing positivity rate, based on the number of positive and total tests in the county during each of the two most recent 7-day periods for which the Arizona Department of Health Services[37] provides that county positivity rate was at 13% for the week starting December 19, 2021, and 22% for the week starting December 16, 2021.[38] These two weeks average out to 17.5%, which is more than the rate percent at which the Board finds a mail ballot election appropriate. *See Aspirus*, 370 NLRB No. 45, slip op. at 5. Furthermore, the *New York Times* coronavirus tracker calculates the 14-day test positivity average for Maricopa County at 14 percent.[39]

The Board in *Aspirus* made clear that "the 14-day period should be measured from the date of the Regional Director's determination, *or as close to that date as available data allow*." 370 NLRB at *8 fn. 20 (emphasis added). In setting the temporal scope of the data the Regional Director should rely on, the Board acknowledged that there may some flexibility as to the dates

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[35] *See* https://azdhs.gov/preparedness/epidemiology-disease-control/infectious-disease-epidemiology/covid-19/dashboards/index.php, select "COVID-19 Cases by Day," and then select Maricopa County and hover over the bars showing the number of cases on for each date on the graph at the bottom of the page (last accessed January 4, 2022).

[36] *See* https://covid.cdc.gov/covid-data-tracker/index.html#county-view, select Arizona, select Maricopa County, and scroll down to "Cases" (last accessed January 4, 2022).

[37] *See* https://azdhs.gov/preparedness/epidemiology-disease-control/infectious-disease-epidemiology/covid-19/dashboards/index.php, select "Laboratory Testing," and then select Maricopa County and scroll down to the graph "Total % Positive COVID-19 Diagnostic Tests" and over the bars showing the percentage of positive cases for the week (last accessed January 4, 2022).

[38] The Centers for Disease Control and Prevention reports the current 7-day Maricopa County positivity rate at 24.12%. See https://covid.cdc.gov/covid-data-tracker/index.html#county-view, select Arizona, select Maricopa County, and scroll down to "Percent Positivity" (last accessed January 4, 2022).

[39] *See*, https://www.nytimes.com/interactive/2021/us/maricopa-arizona-covid-cases.html and scroll down to "Test positivity" (last accessed January 4, 2022).

relied on, particularly when determining positivity rates. *Id.*; *see Deterex Corp.*, 2021 WL 1036824 at 1, fn. 1 (Mar. 17, 2021) (rejecting unsubstantiated claim that issuance of decision was delayed until two week period satisfied holding mail ballot election) (not reported in Board volumes). It is clear that the Board's focus is not on a rigid application of timelines and reporting protocols, but is concerned with the potential for transmission and spread of the virus as a result of holding an in person election. *See Aspirus* 370 NLRB at *8 (where "the virus is spreading in that locality, and the interest in public safety will ordinarily indicate the propriety of a mail-ballot election."). Where, as here, the Arizona Department of Health Services website updates its data daily but its 14-day moving average of COVID-19 test positivity has a seven-day lag, I may rely on data that is less temporally proximate because, to my knowledge, it is the most accurate data available for Maricopa County.

Thus, I find that in accordance with the Arizona Department of Health Services' most recent data, Maricopa County's 14-day COVID-19 percent positivity rate has been approximately 17.5%, and the second *Aspirus* factor necessitate a mail ballot election.

b. Fourth Factor: Abiding by *GC 20-10*

Regarding the fourth factor, the Employer stated in its position statement that it would abide by the guidelines set forth in GC 20-10. I note that the Employer contends, and the Petitioners does not contest, that the petitioned-for facility is not conducive or available to hold a manual election. Without identifying any specific locations, dates, or times where a suggested manual ballot election might practically be held, the Employer requests a neutral location. Moreover, the Employer does not provide any information as to how it intends to comply with the protocols in GC 20-10. Based on the lack of evidence regarding the Employer's current safety protocols, I am unconvinced that the Employer's certifications alone will be based on anything but conjecture.

The Employer asserts that it will comply with protocols in GC 20-10 to the extent those protocols differ from or exceed the Employer's current safety protocols. The Employer, however, does not provide any indication of what its safety protocols entail or how the Employer will ensure that the protocols in GC 20-10 are met. Notably, the Employer does not make any suggestion regarding the location of a neutral voting site or how the Employer intends to ensure proper social distancing at the polling area, adequate spacing and markings at the polling area, the installation of plexiglass barriers, or that the polling area will be consistently cleaned in conformity with established CDC hygienic and safety standards.

The absence of this information, in my view, which is crucial to ascertaining whether a safe manual election can be safely held, further supports the appropriateness of a mail-ballot election

B. Election Details

I have determined that a mail ballot election will be held. The ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At **2:00 p.m. (Pacific Time Zone) on January 14, 2022**, ballots will be mailed to voters from the National Labor Relations

Board, Region 28. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **January 21, 2022**, should communicate immediately with the National Labor Relations Board by either calling the Regional Office at (602) 640-2160 or the Agency's national toll-free line at 1-844-762-NLRB (1-844-762-6572).

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Region 28 office by close of business on **January 28, 2022.** All ballots will be commingled and counted by an agent of Region 28 of the National Labor Relations Board on the earliest practicable date after the return date for mail ballots.[40] In order to be valid and counted, the returned ballots must be received in the Regional Office prior to the counting of the ballots.

C. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **January 2, 2022**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

D. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses,

[40] If, on the date of the count, the Regional Office is closed, or the staff of the Regional Office is working remotely, the count will be done remotely. If the Regional Director determines this is likely, a reasonable period of time before the count, the parties will be provided information on how to participate in the count by videoconference.

available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the Regional Director and the parties by **January 11, 2022**. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

E. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

VI. RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlrb.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board. If a request for review of a pre-election decision and direction of election is filed within 10 business days after issuance of the decision and if the Board has not already ruled on the request and therefore the issue under review remains unresolved, all ballots will be impounded. Nonetheless, parties retain the right to file a request for review at any subsequent time until 10 business days following final disposition of the proceeding, but without automatic impoundment of ballots.

Dated at Phoenix, Arizona this 7th day of January 2022.

/s/ Cornele A. Overstreet
Cornele A. Overstreet, Regional Director

Form NLRB-4910
(4-2015)

United States of America
National Labor Relations Board

NOTICE OF ELECTION

INSTRUCTIONS TO EMPLOYEES VOTING BY U.S. MAIL

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See VOTING UNIT in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail *Instructions to Employees Voting by United States Mail*, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.

METHOD AND DATE OF ELECTION

The election will be conducted by United States mail. At 2:00 p.m. (Pacific Time Zone) on January 14, 2022, the mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit by an agent of Region 28 of the National Labor Relations Board. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail, as well as those employees who require a duplicate ballot, should communicate immediately with the National Labor Relations Board by no later than 4:45 p.m. (Pacific Time) on January 21, 2022, by calling the Region 28 Office at (602) 640-2160 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

Voters must return their mail ballots so that they will be received in the National Labor Relations Board, Region 28 office by close of business on January 28, 2022. In order to be valid and counted, the returned ballots must be received in the Region 28 Office prior to the counting of the ballots.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.

Form NLRB-4910
(4-2015)

United States of America
National Labor Relations Board

NOTICE OF ELECTION

INSTRUCTIONS TO EMPLOYEES VOTING BY U.S. MAIL

VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:
All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its store # 5610 located at 6807 E. Baseline Road, #102, Suite 100, Mesa, Arizona who were employed during the payroll period ending January 2, 2022.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Office clerical employees, guards, professional employees and supervisors as defined in the Act.

UNITED STATES OF AMERICA
National Labor Relations Board
28-RC-286556

OFFICIAL SECRET BALLOT
For certain employees of
STARBUCKS CORPORATION

Do you wish to be represented for purposes of collective bargaining by
WORKERS UNITED?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES	NO
☐	☐

Sample

DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY. MARK AN "X" IN THE SQUARE OF YOUR CHOICE ONLY.

If you make markings inside, or anywhere around, more than one square, you may request a new ballot by referring to the enclosed instructions. If you submit a ballot with markings inside, or anywhere around, more than one square, your ballot will not be counted.

The National Labor Relations Board does not endorse any choice in this election.
Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board..

Form NLRB-4910
(4-2015)

United States of America
National Labor Relations Board

NOTICE OF ELECTION

INSTRUCTIONS TO EMPLOYEES VOTING BY U.S. MAIL

RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- **Form, join, or assist a union**
- **Choose representatives to bargain with your employer on your behalf**
- **Act together with other employees for your benefit and protection**
- **Choose not to engage in any of these protected activities**
- **In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).**

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- **Threatening loss of jobs or benefits by an Employer or a Union**
- **Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises**
- **An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity**
- **Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched**
- **Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals**
- **Threatening physical force or violence to employees by a Union or an Employer to influence their votes**

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (602)640-2160 or visit the NLRB website www.nlrb.gov for assistance.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.

From: Meyers, Mary
To: Overstreet, Cornele; bniedecken@littler.com; atuzzo@littler.com; bstepp@littler.com; kevin.johnson@starbucks.com; ihayes@cpjglaborlaw.com; rminter@pjbwu.org; tlowder@starbucks.com
Subject: Starbucks Corporation, 28-RC-286556
Date: Tuesday, December 21, 2021 11:12:00 AM
Attachments: BDO.28-RC-286556.Starbucks briefs - conformed order.pdf

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To: Region 28

Brooke E. Niedecken, Esq.
Adam-Paul Tuzzo, Esq.
Brittany L. Stepp Esq.
Kevin Johnson
Ian Hayes, Esq.
Richard Minter
Tricia Lowder

Attached is the Board's Order in above-subject case.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

STARBUCKS CORPORATION

Employer

and **Case 28-RC-286556**

WORKERS UNITED

Petitioner

AFFIDAVIT OF SERVICE OF: Decision and Direction of Election

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **January 7, 2022**, I served the above documents by electronic mail upon the following persons, addressed to them at the following addresses:

Brooke E. Niedecken, Attorney at Law
Littler Mendelson PC
41 South High Street, Suite 3250
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Ian Hayes, Attorney at Law
Creighton, Johnsen & Giroux
1103 Delaware Avenue
Buffalo, NY 14209-1601
Email: ihayes@cpjglaborlaw.com

January 7, 2022	Dawn M. Moore, Designated Agent of NLRB
Date	Name

/s/ Dawn M. Moore
Signature