

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION ONE/SUBREGION 34**

TRADER JOE'S EAST

and

MAEG YOSEF, an Individual

and

ADELAIDE P. PETRIN, an Individual

and

TRADER JOE'S UNITED

**Cases 01-CA-296847
01-CA-297032
01-CA-298824
01-CA-299966
and
01-CA-297248
01-CA-297365
and
01-CA-306637
18-CA-308588
01-CA-308659
01-CA-319657
01-CA-319828
01-CA-320165
01-CA-328840**

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

On July 7, 2023, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in Cases 01-CA-296847; 01-CA-297032; 01-CA-298824; 01-CA-299966; 01-CA-297248; and 01-CA-297365, alleging that Trader Joe's East (Respondent) had engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. On October 17, 2023, an Amended Consolidated Complaint and Notice of Hearing issued in Cases 01-CA-296847; 01-CA-297032; 01-CA-298824; 01-CA-299966; 01-CA-297248; and 01-CA-297365.

Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the Consolidated Complaint and Notice of Hearing issued on October 17, 2023 is further consolidated with Cases 01-CA-306637, 01-CA-308659, 01-CA-319657, 01-CA-319828, 01-CA-320165, and 01-CA-328840, and alleges as follows:

1. CHARGES

The charges in the above cases were filed by the respective Charging Parties, as set forth in the following table, and served upon Respondent on the dates indicated by regular U.S. mail:

	Case No.	Amendment	Charging Party	Date Filed	Date Served
a.	01-CA-296847		Maeg Yosef	6/2/22	6/2/22
b.	01-CA-297032		Maeg Yosef	6/6/22	6/6/22
c.	01-CA-297248		Adelaide P. Petrin	6/8/22	6/8/22
d.	01-CA-297365		Adelaide P. Petrin	6/9/22	6/10/22
e.	01-CA-298824		Maeg Yosef	7/5/22	7/7/22
f.	01-CA-298824	First Amended	Maeg Yosef	6/30/23	6/30/23
g.	01-CA-299966		Maeg Yosef	7/25/22	7/25/22
h.	01-CA-299966	First Amended (also served via email)	Maeg Yosef	10/27/22	10/31/22
i.	01-CA-299966	Second Amended (also served via email)	Maeg Yosef	5/10/23	5/10/23
j.	01-CA-299966	Third Amended (also served via email)	Maeg Yosef	10/17/23	10/17/23
k.	01-CA-306637		Trader Joe's United	11/7/22	11/7/22
l.	01-CA-306637	First Amended	Trader Joe's United	12/13/23	12/13/23
m.	18-CA-308588		Trader Joe's United	12/8/22	12/9/22
n.	01-CA-308659		Trader Joe's United	12/12/22	12/12/22
o.	01-CA-319657		Trader Joe's United	6/9/23	6/9/23

p.	01-CA-319657	First Amended (served concurrently with this Complaint)	Trader Joe's United	12/19/23	12/19/23
q.	01-CA-319828		Trader Joe's United	6/13/23	6/13/23
r.	01-CA-320165		Trader Joe's United	6/20/23	6/20/23
s.	01-CA-328840		Trader Joe's United	10/30/23	10/30/23

2. JURISDICTION AND COMMERCE

(a) At all material times, Respondent has been a corporation doing business as Trader Joe's East, Inc. with offices and places of business in Hadley, Massachusetts (its Hadley Store) and in Minneapolis, Minnesota (its Minneapolis Store), where it has been engaged in the retail sale of grocery and related products.

(b) Annually, in conducting its operations, Respondent derives gross revenues in excess of \$500,000.

(c) Annually, Respondent purchases and receives at its Hadley Store products, goods, and materials valued in excess of \$5,000 directly from points outside the Commonwealth of Massachusetts.

(d) Annually, Respondent purchases and receives at its Minneapolis Store products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Minnesota.

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

3. UNION STATUS

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

4. SUPERVISORS AND AGENTS

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

Individual	Position	Time Period
Tracy Anderson	Executive Vice President	April 2022-present
Jenn Gillum	Regional Vice President	April 2022-present
Samantha Gingris	Mate	April 2022-January 2023
Sasha Gulick-Sherrill	Mate	April 2022- present
Noreen Munoz	Mate	April 2022- present
Susie Ribeiro	Mate	April 2022- present
Brandon Silva	Captain (Hadley Store)	April 2022 – August 2022
Mathias Vincent	Mate, then Captain (Hadley Store)	April-August 2022; Aug. 2022 - present
Russell Wells	Mate	April 2022 - present
Angelique Hoffman	Captain (Minneapolis Store)	May 2022- present

5. MAINTENANCE OF OVERLY BROAD RULES, DISCRIMINATORY ENFORCEMENT OF AN OVERLY BROAD RULE, AND THREAT FOR NON-COMPLIANCE WITH AN OVERLY BROAD RULE

(a) Since about May 2022, Respondent has maintained the following overly broad and discriminatory rule in its Handbook:

Dress and Personal Appearance

At Trader Joe's, our uniform is a company issued t-shirt and a Trader Joe's name tag. We also provide Trader Joe's outerwear such as sweatshirts, long sleeve shirts, hats, aprons, beanies, and (in today's environment) masks. None of these items is to be adorned with added logos, statements, décor, symbolism, or messages of any kind except as approved by your Captain.

(b) Respondent at its Hadley Store, including but not limited to the instances below and by the individuals named below on about the dates indicated, enforced the rule described above in paragraph 5(a) selectively and disparately by prohibiting employees from wearing union insignia while permitting employees to wear other insignia:

	Date	Agent/and or Supervisor
i.	May 30, 2022	Susie Ribeiro
ii.	May 30, 2022	Sasha Gulick-Sherrill
iii.	May 31, 2022	Samantha Gingris
iv.	May 31, 2022	Sasha Gulick-Sherrill
v.	June 1, 2022	Noreen Munoz
vi.	June 1, 2022	Mathias Vincent
vii.	June 1, 2022	Samantha Gingris
viii.	June 2, 2022	Mathias Vincent
ix.	June 2, 2022	Sasha Gulick-Sherrill
x.	June 2, 2022	Noreen Munoz
xi.	June 3, 2022	Russell Wells
xii.	June 3, 2022	Russell Wells
xiii.	June 8, 2022	Brandon Silva
xiv.	June 8, 2022	Brandon Silva
xv.	June 9, 2022	Brandon Silva
xvi.	June 11, 2022	Brandon Silva
xvii.	June 11, 2022	Brandon Silva
xviii.	June 11, 2022	Brandon Silva

(c) About June 2022, Respondent, by Silva, at the Hadley Store, impliedly threatened employees with a negative appraisal if they wore union insignia.

(d) Since at least 2016 and at all material times, Respondent has maintained the following overbroad or otherwise unlawful “Social Media Guidelines” rule in its Crew Handbook and Merchant Handbook:

Our focus on the store being our brand is intentional. We all work together to make Trader Joe's a great place for customers and Crew—every store, every day and every Crew Member. We understand that your commitment to and passion for Trader Joe's can extend beyond the four walls of your store, including into your participation in social media (blogs, wiki, Facebook, Instagram, Snap, or other forms of online publishing or discussion). We want to be clear about your expectations for social media use to avoid putting at risk our business and the trust in our brand we work hard to earn every day.

It is important to be clear to your social media audience that you are speaking for yourself and not on behalf of the Company (unless and only if you have been asked to do so as an official spokesperson for Trader Joe's).

It is also important to recognize that even with a disclaimer, if you identify yourself with Trader Joe's, you are representing our brand. If you share information that is inaccurate, confidential, or injurious to our brand, your conduct will be investigated and could subject you to discipline up to and including possible termination.

When making decisions about posting, commenting and/or sharing on social media, ask yourself, "would I do or say this to a customer or Crew Member if I were in my store?" Please remember that we expect concerns about your work environment to be raised with your Captain, your Regional, and/or HR for appropriate follow-up. Posting information on social media is not a substitute for raising your concerns with management.

Regardless of the intent behind your posts, or who is looking at them, you are personally responsible for what you publish on any form of user-generated media. Inciting, condoning or suggesting violence or harm against customers, crew members, or Trader Joe's is not acceptable. You must respect intellectual property and must not disclose confidential Company sales reports or other financial data, internal memos, Bulletins, internal guides (Navigation Manual, WOW U, TJU), identities of vendors, or personal information about your fellow crew members or our customers. You also must not create, claim, or manage accounts on behalf of Trader Joe's stores or Company.

Again, the store is our brand and the place we deliver WOW products and experiences to our customers. To maintain that focus, you

should not provide customer service responses or solicit customer ideas on personal or Company social media accounts. If you think there is such a need or opportunity, send a note to website@traderjoes.com or contact your Regional, so we can better support your efforts in earning the delight of our customers.

Nothing in this policy is designed to interfere with, restrain or prevent a Crew Member's lawful right to engage in communications regarding wages, hours or other terms and conditions of employment in accordance with applicable law.

(e) Since at least December 20, 2022 and at all material times, Respondent has maintained the following overbroad or otherwise unlawful language in its Crew Member Incident Reports distributed to employees at its Hadley Store:

Your employment is at will, which means Trader Joe's may terminate it without cause or notice. Store management will determine the appropriate action based on the particular facts and circumstances. Should you disagree with any of the information contained in this document, you may submit a written statement explaining your position. This statement will be added to your personnel file.

6. RETALIATION

(a) About May 14, 2022, employees, including but not limited to Jamie Edwards, Maeg Yosef, and Arthur Hoagland, engaged in concerted activities with other employees for the purposes of mutual aid and protection by presenting to Captain Brandon Silva, in person, a letter with a demand to recognize and bargain with the Union.

(b) Between May 2022 through June 2022, employees, including but not limited to Jamie Edwards, Maeg Yosef, and Arthur Hoagland, engaged in concerted activities with other employees for the purposes of mutual aid and protection by attempting to wear pins with union insignia while working for Respondent at the Hadley Store.

(c) Between September 2022 through May 2023, employee Steve Andrade engaged in concerted activities with other employees for the purposes of mutual aid and protection by discussing complaints about employees' terms and conditions of

employment at Respondent's Hadley, Massachusetts facility and bringing those concerns to Respondent.

(d) About May 30, 2022, Respondent sent its employee Jamie Edwards home for their regularly scheduled shift.

(e) About June 1, 2022, Respondent sent its employee Maeg Yosef home for her regularly scheduled shift.

(f) About June 20, 2022, Respondent issued its employee Arthur Hoagland a written warning.

(g) About December 20, 2022, Respondent issued its employee Steve Andrade a written warning.

(h) About April 2022, Respondent issued a negative appraisal to Andrade.

(i) About June 8, 2022, Respondent discharged Andrade.

(j) Since at least about 2016 to the present, Respondent has offered its eligible employees, on a nationwide basis, a retirement benefit containing a variable rate formula.

(k) About January 23, 2023, Respondent provided a less favorable retirement benefit to its unionized employees working at its Hadley Store and its Minneapolis Store than it provided to its unrepresented employees nationwide.

(l) Respondent engaged in the conduct described above in paragraphs 6(d), (e) and (f) because the named employees of Respondent engaged in the activities described above in paragraph 6(a) and (b), and to discourage employees from engaging in these or other concerted activities.

(m) Respondent engaged in the conduct described above in paragraph 6(g), (h), and (i) because Andrade engaged in the activities described above in paragraph 6(c), and to discourage employees from engaging in these or other concerted activities.

(n) Respondent engaged in the conduct described above in paragraphs 6(d), (e), (f), (g), (i), and (k) because employees formed, joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. INTERROGATION, THREATS, AND CAPTIVE AUDIENCE MEETINGS

(a) About mid-June 2022, Respondent, by Ribeiro, at the Hadley Store, interrogated employees about their union activities by asking them about why they wanted to start a union.

(b) About June 29, 2022, Respondent, by Vincent, at the Hadley Store, threatened that Respondent would freeze employees' wages if they selected the Union as their collective bargaining representative.

(c) About July 20, 2022, Respondent, by Silva, at the Hadley Store, threatened employees that their working conditions would worsen and that they may not receive a raise if they selected the Union as their collective bargaining representative.

(d) About mid-July 2022, Respondent, by Vincent and Ribeiro, at the Hadley Store, threatened employees that they might not receive retirement benefits or raises if the Union was voted in.

(e) On various occasions in July 2022, Respondent, by Anderson, Silva, and Ribeiro, at the Hadley Store, by misrepresenting employees' Section 9(a) rights and other remarks, threatened employees that unionization could lead to the loss of existing benefits, and made other threats of unspecified reprisals concerning employees' working conditions, including but not limited to loss of access to managers and supervisors.

(f) Beginning in July 2022, Respondent, by Anderson and Silva, held mandatory captive-audience meetings at the Hadley Store and forced employees to convene on paid time to listen to Respondent's position regarding union activity.

(g) On various occasions between June and July 2022, Respondent, by Anderson, Silva, Ribeiro, Vincent, and Wells, at the Hadley Store, cornered employees while performing their job duties and required them to listen to Respondent's speech about the exercise of Section 7 rights.

8. MISREPRESENTATION OF THE UNION

(a) About September 21, 2022, Respondent, in a posting at its Hadley Store breakroom regarding bargaining updates, provided false and misleading information to employees about the Union.

(b) About September 21, October 13, November 4, and again on December 6, 2022, Respondent, in postings regarding bargaining updates on its internal employee website, mytraderjoes.com, provided false and misleading information to employees nationwide about the status of bargaining between Respondent and the Union.

(c) Alternatively, by posting the bargaining updates described above in paragraph 8(a) and (b), Respondent impliedly threatened its employees with unspecified reprisals for engaging in union activity.

9. FAILURE TO PROVIDE UNION NOTICE AND AN OPPORTUNITY TO BARGAIN DISCRETIONARY DISCIPLINE AND FAILURE TO PROVIDE INFORMATION RELATING TO ITS BARGAINING OBLIGATION

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

All full-time and regular part-time crew and merchants employed by Respondent at its 375 Russell Street, Hadley, MA facility; but excluding all mates, captains, managers, guards and supervisors as defined in the Act.

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

All full-time and regular part-time Crew and Merchants employed by the Employer at its 721 Washington Ave S, Minneapolis, MN facility; but excluding all mates, captains, managers, and guards and supervisors as defined in the Act.

(c) On August 5, 2022, and August 19, 2022, respectively, the Union was certified as the exclusive collective-bargaining representative of the Hadley Unit and the Minneapolis Unit.

(d) Since August 5, 2022, and August 19, 2022, respectively, based on Section 9(a) of the Act, the Union has been the exclusive bargaining representative of the Hadley Unit and Minneapolis Unit.

(e) At all material times since November 2022, the Union and Respondent have been engaged in bargaining for an initial collective-bargaining agreement for the Hadley Unit but have not reached agreement on the terms of a grievance and arbitration procedure.

(f) Respondent disciplined and discharged Andrade, as described above in paragraph 6(g) and (i), without first providing the Union notice and an opportunity to bargain over the discretionary disciplines.

(g) About June 27, 2023, Respondent failed and refused to bargain collectively with the Union about the subjects set forth above in paragraph 9(f).

(h) The subjects set forth above in paragraph 9(f) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purpose of collective bargaining.

(i) Since about June 12, 2023, the Union has requested in writing that Respondent furnish the Union with information concerning Respondent's "notes relating to disciplinary action taken against David (sic) Andrade on or about December 20, 2022 and June 9, 2023."

(j) The information requested by the Union, as described above in paragraph 9(i), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Hadley Unit.

(k) Since about June 27, 2023, Respondent, has failed and refused to timely furnish the Union with the information requested by it as described above in paragraph 9(i).

10. UNILATERAL CHANGE

(a) About December 2, 2022, Respondent and the Union reached an agreement to maintain the status quo by providing employees at its Hadley Store and Minneapolis Store the same variable rate retirement benefit that Respondent was providing other employees nationwide.

(b) About January 23, 2023, Respondent changed the variable rate retirement benefit it provided to its Hadley Unit and Minneapolis Unit employees by implementing a different retirement benefit than it provided for its other employees nationwide.

(c) The terms and conditions of represented employees' retirement benefits are a mandatory subject for the purposes of collective bargaining.

(d) Respondent engaged in the conduct described above in paragraph 10(b) without the Union's consent, and failed to adhere to its December 2, 2022 agreement with the Union.

11. 8(a)(1) CONCLUSIONS

By the conduct described above in paragraphs 5, 6(d)-(h), 7, and 8, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

12. 8(a)(3) CONCLUSIONS

By the conduct described above in paragraphs 6(d)(e)(f)(g)(k)(i) and (n) and 10(b), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

13. 8(a)(5) CONCLUSIONS

By the conduct described above in paragraphs 9(f)(g)(k), 10(b), and 10(d), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

14. CONCLUSION

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

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

- (a) electronically distribute the Notice to Employees to all employees who are or have been employed by Respondent at its Hadley, Massachusetts Store and its Minneapolis, Minnesota Store since January 1, 2022, by text messaging, email, posting on social media websites, and posting on

internal apps and intranet websites, if Respondent communicates with its employees by such means; and

- (b) at a meeting or meetings scheduled to ensure the widest possible attendance, have Hadley Store Captain Mathias Vincent read both the Notice to Employees and an Explanation of Rights to all employees employed by Respondent at the Hadley Store on work time in the presence of a Board agent and a representative of the Union, or have a Board agent read the Notice to Employees and an Explanation of Rights to employees employed by Respondent on work time in the presence of a representative of the Union and the Managers named above at the Hadley Store, and that a video recording of the reading of the Notice to Employees and the Explanation of Rights shall be made, with the recording being distributed to employees by electronic means or by mail.
- (c) make employee Steve Andrade whole, including but not limited to reimbursement for consequential damages he incurred as a result of Respondent's unlawful conduct;
- (d) offer reinstatement to Steve Andrade; and, in the event he is unable to return to work, instate a qualified applicant of the Union's choice;
- (e) send Steve Andrade a letter apologizing for any hardship or distress caused by his discharge, by U.S. Mail and email with a courtesy copy to Region 1, on Respondent's letterhead and signed by a responsible official of Respondent;
- (f) provide ongoing training of employees, including supervisors and managers, both current and new, on employees' rights under the Act and compliance with the Board's Orders with an outline of the training submitted to the Agency in advance of what will be presented and that the Federal Mediation and Conciliation Service (FMCS) conduct such training;

WHEREFORE, as part of the remedy for the violations alleged above in paragraph 8, the General Counsel further seeks an Order requiring Respondent, on a nationwide basis, to retract its misleading and false statements about the Union that

were contained within its September 21, October 13, November 4, and December 6, 2022 bargaining updates, post a remedial Notice to Employees concerning this matter on a nationwide basis, and post the same Notice on Respondent's Intranet and/or electronic bulletin board, and email the Notice to employees nationwide consistent with Respondent's normal methods of communicating with employees. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged above.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Amended Complaint. The answer must be **received by this office on or before January 3, 2024**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile

transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on Tuesday, January 16, 2024, at 10:00 a.m., at the A.A. Ribicoff Federal Building, 450 Main Street, Suite 410, Hartford, Connecticut, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 19, 2023



Laura A. Sacks, Regional Director
National Labor Relations Board
Region 01

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 01-CA-296847, et al.

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

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

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

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

Mathias Vincent, Store Captain
Trader Joe's East
375 Russell Street
Hadley, MA 01035
Certified Mail

Kelcey J. Phillips, Attorney
Morgan, Lewis & Bockius, LLP
1111 Pennsylvania Ave, NW
Washington, DC 20004
Email: kelcey.phillips@morganlewis.com

Ms. Maeg Yosef
402 Leyden Rd
Greenfield, MA 01301
Email: maegyosef@gmail.com

Ms. Adelaide P. Petrin
5 Barber Ave
Greenfield, MA 01301
Email: apetrin60@gmail.com

Christopher J. Murphy, Esq.
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Email: christopher.murphy@morganlewis.com

Camille Watson, Atty.
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, CA 94105
Email: camille.watson@morganlewis.com

Retu R. Singla, Atty.
Seth Goldstein, Attorney
Julien, Mirer & Singla, PLLC
One Whitehall Street, 16th Floor
New York, NY 10004
Email: rsingla@workingpeopleslaw.com
Email: sgoldstein@workingpeopleslaw.com

Mr. Jamie Edwards
Trader Joe's United
140 North Hampton Avenue
Springfield, MA 01109
Email: traderjoes512@gmail.com

(OVER)

Procedures in NLRB Unfair Labor Practice Hearings

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

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

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

I. BEFORE THE HEARING

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

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

II. DURING THE HEARING

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

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

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

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

III. AFTER THE HEARING

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

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

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
01-CA-319657	12-19-2023

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Trader Joe's East		b. Tel. No. (413) 587-3260
		c. Cell No.
d. Address (Street, city, state, and ZIP code) 375 Russell St., Hadley, MA 01035	e. Employer Representative Mat Vincent, Captain (General Manager)	f. Fax No.
		g. e-mail
		h. Number of Workers Employed 87
i. Type of Establishment (factory, mine, wholesaler, etc.) Retail (Grocery)	j. Identify Principal Product or Service Gourmet Foods	

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On about June 8, 2023, the Employer discharged Steve Andrade because Andrade engaged in protected concerted activities by, inter alia, discussing wages and/or terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities and because Andrade joined or supported a labor organization and in order to discourage union activity and/or membership.

In about April 2023, the Employer retaliated against Steve Andrade by giving him a negative evaluation because Andrade engaged in protected concerted activities by, inter alia, discussing wages and/or terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

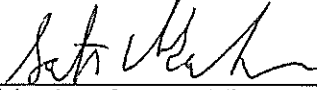
Within the last six months, the Employer has maintained language the following overbroad language in its Crew Incident Reports in violation of Section 8(a)(1) of the Act:

Your employment is at will, which means Trader Joe's may terminate it without cause or notice. Store management will determine the appropriate action based on the particular facts and circumstances.

Should you disagree with any of the information contained in this document, you may submit a written statement explaining your position. This statement will be added to your personnel file.

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Trader Joe's United	
4a. Address (Street and number, city, state, and ZIP code) 140 Northampton Avenue, Springfield, MA 01109	4b. Tel. No. (413)386-1961
	4c. Cell No. (413)386-1961
	4d. Fax No.
	4e. e-mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Trader Joe's United	
6. DECLARATION	
Tel. No. (646) 460-1309	

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



(signature of representative or person making charge)

Seth Lewis Goldstein, Esq.

(Print/type name and title or office, if any)

Address: One Whitehall Street, 16th Floor
Manhattan NY 10004

Date: 12/19/2023

Office, if any, Cell No.
(646) 460-1309

Fax No.

e-mail
sgoldstein@workingpeopleslaw.com

**WILLFUL FALSE STATEMENTS ON THIS CHARGE 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 unfair labor practice 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 will cause the NLRB to decline to invoke its processes.