

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

**POINT MANAGEMENT LLC D/B/A
SHANGRI-LA**

and

**Cases 14-CA-315869
14-CA-315871
14-CA-315873
14-CA-316494
14-CA-318810
14-CA-318811
14-CA-318812
14-CA-318813
14-CA-318814
14-CA-318815
14-CA-318816
14-CA-320783
14-CA-320784
14-CA-320786 and
14-CA-324836**

**UNITED FOOD & COMMERCIAL WORKERS
LOCAL 655**

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

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS HEREBY ORDERED THAT** Cases 14-CA-315869, 14-CA-315871, 14-CA-315873, 14-CA-316494, 14-CA-318810, 14-CA-318811, 14-CA-318812, 14-CA-318813, 14-CA-318814, 14-CA-318815, 14-CA-318816, 14-CA-320783, 14-CA-320784, 14-CA-320786, and 14-CA-324836, which are based on charges filed by the United Food & Commercial Workers Local 655 (Union), respectively, against the Point Management LLC d/b/a Shangri-La (Respondent) are consolidated.

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

1

A. The charge in Case 14-CA-315869 was filed by the Union on April 11, 2023, and a copy was served on Respondent by U.S. mail on that date.

B. The first amended charge in Case 14-CA-315869 was filed by the Union on May 26, 2023, and a copy was served on Respondent by U.S. mail on May 30, 2023.

C. The second amended charge in Case 14-CA-315869 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 22, 2023.

D. The charge in Case 14-CA-315871 was filed by the Union on April 11, 2023, and a copy was served on Respondent by U.S. mail on that date.

E. The amended charge in Case 14-CA-315871 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 22, 2023.

F. The charge in Case 14-CA-315873 was filed by the Union on April 11, 2023, and a copy was served on Respondent by U.S. mail on that date.

G. The first amended charge in Case 14-CA-315873 was filed by the Union on May 30, 2023, and a copy was served on Respondent by U.S. mail on May 31, 2023.

H. The second amended charge in Case 14-CA-315873 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 22, 2023.

I. The charge in Case 14-CA-316494 was filed by the Union on April 20, 2023, and a copy was served on Respondent by U.S. mail on the same date.

J. The amended charge in Case 14-CA-316494 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 22, 2023.

K. The charge in Case 14-CA-318810 was filed by the Union on May 25, 2023, and a copy was served on Respondent by U.S. mail on May 26, 2023.

L. The first amended charge in Case 14-CA-318810 was filed by the Union on June 26, 2023, and a copy was served on Respondent by U.S. mail on June 27, 2023.

M. The second amended charge in Case 14-CA-318810 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 22, 2023.

N. The charge in Case 14-CA-318811 was filed by the Union on May 25, 2023, and a copy was served on Respondent by U.S. mail on May 26, 2023.

O. The first amended charge in Case 14-CA-318811 was filed by the Union on June 26, 2023, and a copy was served on Respondent by U.S. mail on the same date.

P. The second amended charge in Case 14-CA-318811 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 22, 2023.

Q. The charge in Case 14-CA-318812 was filed by the Union on May 25, 2023, and a copy was served on Respondent by U.S. mail on May 26, 2023.

R. The first amended charge in Case 14-CA-318812 was filed by the Union on June 26, 2023, and a copy was served on Respondent by U.S. mail on the same date.

S. The second amended charge in Case 14-CA-318812 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 22, 2023.

T. The charge in Case 14-CA-318813 was filed by the Union on May 25, 2023, and a copy was served on Respondent by U.S. mail on May 26, 2023.

U. The first amended charge in Case 14-CA-318813 was filed by the Union on June 26, 2023, and a copy was served on Respondent by U.S. mail on the same date.

V. The second amended charge in Case 14-CA-318813 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 22, 2023.

W. The charge in Case 14-CA-318814 was filed by the Union on May 25, 2023, and a copy was served on Respondent by U.S. mail on May 26, 2023.

X. The amended charge in Case 14-CA-318814 was filed by the Union on September 22, 2023, and a copy was served on Respondent by U.S. mail on September 25, 2023.

Y. The charge in Case 14-CA-318815 was filed by the Union on May 25, 2023, and a copy was served on Respondent by U.S. mail on May 26, 2023.

Z. The first amended charge in Case 14-CA-318815 was filed by the Union on June 26, 2023, and a copy was served on Respondent by U.S. mail on the same date.

AA. The second amended charge in Case 14-CA-318815 was filed by the Union on September 22, 2023, and a copy was served on Respondent by U.S. mail on September 25, 2023.

BB. The charge in Case 14-CA-318816 was filed by the Union on May 25, 2023, and a copy was served on Respondent by U.S. mail on May 26, 2023.

CC. The amended charge in Case 14-CA-318816 was filed by the Union on September 22, 2023, and a copy was served on Respondent by U.S. mail on September 25, 2023.

DD. The charge in Case 14-CA-320783 was filed by the Union on June 28, 2023, and a copy was served on Respondent by U.S. mail on the same date.

EE. The amended charge in Case 14-CA-320783 was filed by the Union on September 22, 2023, and a copy was served on Respondent by U.S. mail on September 25, 2023.

FF. The charge in Case 14-CA-320784 was filed by the Union on June 28, 2023, and a copy was served on Respondent by U.S. mail on that date.

GG. The amended charge in Case 14-CA-320784 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 25, 2023.

HH. The charge in Case 14-CA-320786 was filed by the Union on June 28, 2023, and a copy was served on Respondent by U.S. mail on June 29, 2023.

II. The amended charge in Case 14-CA-320786 was filed by the Union on September 21, 2023, and a copy was served on Respondent by U.S. mail on September 25, 2023.

JJ. The charge in Case 14-CA-324836 was filed by the Union on August 30, 2023, and a copy was served on Respondent by U.S. mail on August 31, 2023.

KK. The amended charge in Case 14-CA-324836 was filed by the Union on September 22, 2023, and a copy was served on Respondent by U.S. mail on September 25, 2023.

2

A. At all material times, Respondent has been a Missouri limited liability company with a principal office located at 1401 Creekwood Parkway, Columbia, Missouri and a facility located at 3919 Peachtree Drive, Columbia, Missouri, (Respondent's facility), and has been engaged in the retail sale of cannabis and related products.

B. In conducting its operations during the 12-month period ending August 31, 2023, the Respondent derived gross revenues in excess of \$500,000.

C. During the 12-month period ending August 31, 2023, Respondent, in conducting its operations described above in paragraph 2A, purchased and received at its facility goods valued in excess of \$5,000 directly from points outside the State of Missouri.

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

3

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

4

A. 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:

Michael LaFrieda	-	Chief Operating Officer
Tessa Orton	-	Human Resources Manager
Patrick Dyson	-	Regional Dispensary Manager
Randy Sargent	-	Inventory Manager
Mandy Bianco	-	General Manager
Bailey Copenhaver	-	General Manager
Jeremy Burton	-	Assistant Store Manager
Benjamin Franklin	-	Assistant Store Manager

B. At all material times, Megan Mobley, has held the position of Brand Ambassador and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

C. About June 14, 2023, Ryan Linton held the position of Respondent's Election Observer and was an agent of Respondent within the meaning of Section 2(13) of the Act for the limited purpose of challenging voters' ballots and providing the Respondent's reasons for the challenges.

A. Since about October 11, 2022, Respondent has maintained the following rules within its employee handbook:

(i) 1.4 EMPLOYMENT AT-WILL

...

In consideration of your employment with SHANGRI-LA Dispensary, its promise is to arbitrate all employment-related disputes, and your receipt of the compensation, pay raises, and other benefits paid to you by the Company and its Subsidiaries, at present and in the future. You agree that any and all controversies, claims, or disputes with anyone (including the Company and its Subsidiaries and any employee, officer, director, or benefit plan of the Company and its Subsidiaries, in their capacity as such or otherwise), shall be binding to arbitration. This includes whether the issue is brought on an individual, group, or class basis, arising out of, relating to, or resulting from your employment with SHANGRI-LA Dispensary or the termination of your employment with the Company and its Subsidiaries, including any breach of this agreement, shall be subject to binding arbitration under the terms and conditions set forth in the at-will employment, confidentiality information, invention assignment, and arbitration agreement between you and SHANGRI- LA Cannabis Dispensary (or such other confidentiality agreement between you and the Company and its Subsidiaries, each the "confidentiality agreement").

(ii) 2.3 RESPONSIBILITY OF SHANGRI-LA DISPENSARY AGENTS

...

“Confidential Information” shall mean all the content relating to, used in or arising out of SHANGRI-LA Dispensary business, finances or other operations and held by, owned, licensed, or otherwise possessed by SHANGRI-LA Dispensary (whether held by, owned, licensed, possessed or otherwise existing in, on or about SHANGRI-LA Dispensary’s offices, residence(s) or customers and regardless of how such Content came into being, as well as regardless of who created, generated or gathered the Content), including, without limitation, all content contained in, embodied in (in any Media whatsoever) or relating to SHANGRI-LA Dispensary or SHANGRI-LA Dispensary’s Staff Member’s ideas, creations, works of authorship, works of visual art, business documents, contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists and data, sales data, cost data, profit data, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, test results, product or service literature, product or service concepts, manufacturing or sales techniques, process data, specification data, know-how, show-how, software, data bases, research and development information and data; provided, however, that ‘Confidential Information’ shall not include information or data “generally publicly

known”. The phrase in the previous sentence “generally publicly known” shall not be deemed to include the content set forth in patents despite the fact that patents have been published by the federal government, unless such embodiment has otherwise been the subject of a publication for general public consumption (other than publication as a patent) or if that embodiment is otherwise utilized generally by Persons in the United States of America in the industry or market within which the Facility competes. All provisions protecting “Confidential Information” in this Agreement shall be deemed to also protect “Facility’s Trade Secrets” as well, but references to “Facility’s Trade Secrets” shall not be deemed to automatically refer to “Confidential Information.” As a condition of employment, Agent thereby understand and acknowledge that the Confidential Information has been developed or obtained by SHANGRI-LA Dispensary by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special, and unique asset of SHANGRI-LA Dispensary which provides SHANGRI-LA Dispensary with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the SHANGRI-LA Dispensary Agent of Confidential Information, each SHANGRI-LA Dispensary Agent agrees as follows:

(a) No Disclosure. Each Agent will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of SHANGRI-LA Dispensary...

(iii) **2.6 CONFIDENTIALITY**

In the course of employment with the Company and its Subsidiaries, employees may have access to “Confidential Information” regarding the Company and its Subsidiaries. There are state and federal regulations regarding confidentiality of information related to the medical use of marijuana. Other confidential information, which may include its business strategy, future, plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company and its Subsidiaries considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company and its Subsidiaries’ competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and its Subsidiaries and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company and its Subsidiaries’ premises, and during and even after the end of the employee's employment with the Company and its Subsidiaries. This duty of confidentiality also applies to communications transmitted by the Company and its Subsidiaries’ electronic communications. See also Internet, Email and Computer Use policy, herein.

Please help protect confidential information - which may include, for example, trade secrets, customer lists and Company and its Subsidiaries financial information - by taking the following precautionary measures:

- Discuss work matters only with other SHANGRI-LA Dispensary employees who have a specific business reason to know or have access to such information.
- Do not discuss work matters in public places.
- Monitor and supervise visitors to SHANGRI-LA Dispensary to ensure that they do not have access to Company and its Subsidiaries information.
- Destroy hard copies of documents containing confidential information that is not filed or archived.
- Secure confidential information in desk drawers and cabinets at the end of every business day.

Your cooperation is particularly important because of our obligation to protect the security of our clients' and our own confidential information. If at any time you are uncertain as to whether you can properly divulge information or answer questions, please consult your Manager or Human Resources.

As a condition of employment with the Company and its Subsidiaries, all employees must sign a Non-Disclosure Agreement.

(iv) 4.7 WORKPLACE SEARCHES

All offices, desks, file drawers, cabinets, lockers, Company and its Subsidiaries vehicles, and other Company and its Subsidiaries equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Company and its Subsidiaries premises are the property of the Company and its Subsidiaries ("Company and its Subsidiaries Property"), and are intended for business use. Employees should have no expectation of privacy with respect to Company and its Subsidiaries property and/or items stored within Company and its Subsidiaries Property or on Company and its Subsidiaries premises. Inspection may be conducted at any time, without notice, at the discretion of the Company and its Subsidiaries.

In addition, when the Company and its Subsidiaries deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company and its Subsidiaries' premises. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

(v) 4.8 INTERNET, EMAIL, AND COMPUTER USE POLICY

...

The following list is not exhaustive and the Company and its Subsidiaries may implement additional rules from time to time.

- Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company and its Subsidiaries policy, or not in the best interest of the Company and its Subsidiaries. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on Company and its Subsidiaries computer systems.
- Employees own electronic media may only be used during breaks. All other Company and its Subsidiaries policies, including the Company and its Subsidiaries' no tolerance for discrimination, harassment, or retaliation in the workplace apply.
- All electronic information created by any employee on Company and its Subsidiaries premises or transmitted to Company and its Subsidiaries property using any means of electronic communication is the property of the Company and its Subsidiaries and remains the property of the Company and its Subsidiaries. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password. does not affect the Company and its Subsidiaries' ownership of the electronic information. The Company and its Subsidiaries will override all personal passwords if necessary for any reason.
- The Company and its Subsidiaries reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company and its Subsidiaries policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The Company and its Subsidiaries reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.
- Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company and its Subsidiaries management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.
- Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.
- Access to the Internet, websites, and other types of Company and its Subsidiaries-paid computer access are to be used for Company and its Subsidiaries-related business only. Any information about SHANGRI-LA Dispensary, its products or services, or other types of information that will appear in the electronic media about the Company and its Subsidiaries must be approved before the information is placed on any electronic information resource that is accessible to others.

(vi) **4.11 WORKPLACE SOLICITATION AND DISTRIBUTION**

To promote a professional and collegial workplace, prevent disruptions in business or interference with work, and avoid personal inconvenience, The Company and its Subsidiaries has adopted rules about soliciting for any cause and distributing literature of any kind in the workplace.

Employees may not solicit on Company and its Subsidiaries property or use Company and its Subsidiaries facilities, such as e-mail, voicemail or bulletin boards during working time for solicitation. This policy applies to collecting funds, requesting contributions, selling merchandise, gathering employee signatures and promoting membership in clubs or organizations.

Working time means time during which employees are expected to be actively engaged in their assigned work; it does not include scheduled meal or break periods.

You may solicit another employee only if both you and the other employee are not on working time, and you may distribute literature only in nonworking areas and while not on working time to other employees who are not on working time.

Non-employees may not make solicitations or distribute literature at any time.

The Company and its Subsidiaries may grant limited exemptions from these rules for charitable purposes at its discretion, contact Human Resources for approval.

B. Since about October 11, 2022, Respondent has maintained a Non-Disclosure

Agreement containing the following provisions:

IV. CONFIDENTIAL INFORMATION: For the purposes of this Agreement, the term “Confidential Information” shall include, but not be limited to, documents, records, information, and data (whether verbal, electronic, or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, client lists, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications, and other business information, relating to the Party’s business assets, operations, or contracts, furnished to the other Party and/or the other Party’s affiliates, employees, officers, owners, agents, consultants, or representatives (collectively “Representatives”), contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other material prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

(a) Information generally available to the public;

- (b) Information rightfully in possession of the Party or its Representatives against whom confidentiality is asserted prior to signing this Agreement; and
- (c) Information independently developed without the use of any of the Confidential Information.

6

About April 3, 2023, Respondent, by Tessa Orton, at Respondent's facility:

- A. Interrogated employees about their protected concerted activities by asking how they knew about other employees' suspensions;
- B. Prohibited employees from discussing employee suspensions by telling them that it is not their business who gets suspended; and
- C. Coerced employees by telling them discussion of employee suspensions creates a hostile work environment.

7

Since about April 3, 2023, Respondent has prohibited employees from talking about the union during working time while permitting employees to talk about other non-work subjects.

8

- A. Since about April 24, 2023, Respondent has banned former employees from the public areas of Respondent's facility.
- B. About May 16, 2023, Respondent, by Patrick Dyson and Randy Sargent, in Respondent's parking lot, denied employees and Union representatives access to public parking lots and/or other nonworking areas by telling them they were trespassing.

9

- A. From about May 16 to May 17, 2023, certain employees of Respondent employed at Respondent's facility ceased work concertedly and engaged in a strike.

B. The strike described above in paragraph 9A was caused by Respondent's unfair labor practices described below in paragraphs 13 and 15 through 21.

C. About May 16, 2023, Respondent, by Bailey Copenhaver, outside of Respondent's facility, threatened employees with discipline by telling them they were a no-call-no-show while they were engaging in the protected activities described above in paragraph 9A.

D. About May 16, 2023, Respondent, by Bailey Copenhaver, outside of Respondent's facility, coerced employees by telling them Respondent had disciplined other employees for engaging in union activities.

10

About May 16, 2023, Respondent, by Randy Sargent, outside of Respondent's facility:

A. Threatened to call the police on employees who were engaged in the strike described above in paragraph 9A; and

B. Called the police on the employees engaging in the strike described above in paragraph 9A.

11

A. About May 17, 2023, Respondent, by Bailey Copenhaver, at Respondent's facility:

(i) Prohibited employees from talking about the Union and/or union activities;
and

(ii) Threatened employees with discipline for talking about the Union and/or union activities.

B. About May 17, 2023, Respondent, by Patrick Dyson and Megan Mobley, at Respondent's facility, prohibited employees from talking about the Union and/or employee union activities.

12

About May 18, 2023, Respondent, by Tessa Orton, at Respondent's Superstore facility located at 1401 Creekwood Parkway, Columbia, MO, told employees they were terminated for engaging in protected concerted activities.

13

A. About April 25, 2023, Respondent imposed onerous and rigorous terms and conditions of employment on its employee by implementing a new customer bag check policy.

B. Respondent engaged in the conduct described above in paragraph 13A because the employees of Respondent supported the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

14

A. About May 19, 2023, Respondent granted its employees benefits by implementing a new employee bonus system.

B. Respondent engaged in the conduct described above in paragraph 14A because the employees of Respondent supported the Union and engaged in activities, and to discourage employees from engaging in these activities.

15

A. About April 3, 2023, Respondent suspended its employee Devon Reed.

B. About April 24, 2023, Respondent offered its employee Devon Reed a demotion as a condition of returning to work.

C. By the conduct described above in paragraphs 15A and 15B, Respondent caused the termination of its employee Devon Reed.

D. Respondent engaged in the conduct described above in paragraphs 15A through 15C because the named employee violated the rules described above in paragraph 5A(vi) and to discourage employees from engaging in these or other concerted activities.

E. Respondent, by the conduct described above in paragraphs 15A through 15C, enforced the rules described above in paragraph 5A(vi) and/or 7 selectively and disparately by applying it only against employees who joined or assisted the Union.

F. Respondent engaged in the conduct described above in paragraphs 15A through 15C because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

16

A. About April 3, 2023, Respondent suspended its employee Madelyn Jeffries.

B. About April 24, 2023, Respondent discharged its employee Madelyn Jeffries.

C. Respondent engaged in the conduct described above in paragraphs 16A and 16B because the named employee violated the rule described above in paragraphs 5A(iii) and 5B and to discourage employees from engaging in these or other concerted activities.

D. Respondent engaged in the conduct described above in paragraphs 16A and 16B because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

17

A. About April 19, 2023, Respondent discharged its employee Austin Monroe.

B. Respondent engaged in the conduct described above in paragraph 17A because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

18

A. About April 25, 2023, Respondent's employee Logan Patterson concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees by reporting employees failing to follow Respondent policies.

B. About April 25, 2023, Respondent suspended its employee Logan Patterson.

C. About May 1, 2023, Respondent discharged its employee Logan Patterson.

D. Respondent engaged in the conduct described above in paragraphs 18B and 18C because Logan Patterson engaged in the conduct described above in paragraph 18A, and to discourage employees from engaging in these or other concerted activities.

E. Respondent engaged in the conduct described above in paragraphs 18B and 18C because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

F. Respondent engaged in the conduct described above in paragraphs 18B and 18C because Respondent mistakenly believed that Patterson engaged in misconduct during the conduct described above in paragraph 18A, and to discourage employees from engaging in protected concerted activities.

19

A. About May 1, 2023, Respondent's employee Clifford Edmondson concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees by protesting changes to the Respondent's tip counting policy and complaining about the imposition of more onerous working conditions as a result of reduced staffing numbers.

B. About May 2, 2023, Respondent suspended its employee Clifford Edmondson.

C. About June 12, 2023, Respondent discharged its employee Clifford Edmondson.

D. Respondent engaged in the conduct described above in paragraphs 19B and 19C because Clifford Edmondson engaged in the conduct described above in paragraph 19A, and to discourage employees from engaging in these or other concerted activities.

E. Respondent engaged in the conduct described above in paragraphs 19B and 19C because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engage in these activities.

20

A. About May 2, 2023, Respondent suspended its employee Kayla Spiva.

B. About June 14, 2023, Respondent, through its Election Observer Ryan Linton, told its employee Kayla Spiva she was discharged.

C. About June 23, 2023, Respondent discharged its employee Kayla Spiva.

D. Respondent engaged in the conduct described above in paragraphs 20A through 20C because the named employee violated the unlawfully promulgated bag check policy described above in paragraph 13A.

E. Respondent engaged in the conduct described above in paragraphs 20A and 20C, because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

21

A. About May 9, 2023, Respondent suspended its employee Ruthie Neisen.

B. About June 14, 2023, Respondent, through its Election Observer Ryan Linton, told its employee Ruthie Neisen she was discharged.

C. About June 19, 2023, Respondent discharged its employee Ruthie Neisen.

D. Respondent engaged in the conduct described above in paragraphs 21A through 21C because the named employees violated the rule described above in paragraph 5A(vi) and to discourage employees from engaging in these or other concerted activities.

E. Respondent, by the conduct described above in paragraphs 21A through 21C, enforced the rule described above in paragraph 5A(vi) and/or 7 selectively and disparately by applying it only against employees who joined or assisted the Union.

F. Respondent engaged in the conduct described above in paragraphs 21A through 21C because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

22

A. About May 16, 2023, Respondent suspended its employee Andrew Nussbaum.

B. About June 14, 2023, Respondent, through its Election Observer Ryan Linton, told its employee Andrew Nussbaum he was discharged.

C. About July 12, 2023, Respondent discharged its employee Andrew Nussbaum.

D. Respondent engaged in the conduct described above in paragraphs 22A through 22C because the named employees violated the rule described above in paragraph 5A(vi) and to discourage employees from engaging in these or other concerted activities.

E. Respondent, by the conduct described above in paragraphs 22A through 22C, enforced the rule described above in paragraph 5A(vi) and/or 7 selectively and disparately by applying it only against employees who joined or assisted the Union.

F. Respondent engaged in the conduct described above in paragraphs 22A through 22C because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

23

- A. About May 18, 2023, Respondent discharged its employee Sinda Easley.
- B. Respondent engaged in the conduct described above in paragraph 23A because the named employee of Respondent formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

24

- A. At all material times, Respondent has maintained the following rule in its employee handbook:

4.10 Phone Policy

The use of personal - phones at work is discouraged because it can interfere with work and be disruptive to others. Patient consultants are not permitted to have personal phones in any work area other than the break room and phones must be stored in the employee locker. Cell phones in any work area other than breakroom will result in disciplinary action, up to and including termination.

When cell phones are used for Company and its Subsidiaries business, employees must comply with all Company and its Subsidiaries policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

- B. About June 23, 2023, Respondent discharged its employee Evan Croy.
- C. Respondent, by the conduct described above in paragraph 24B, enforced the rule described above in paragraph 24A selectively and disparately by applying it only against employees who joined or assisted the Union.
- D. Respondent engaged in the conduct described above in paragraph 24B because the named employee violated the rules described above in paragraphs 5A(iii) and 5B and to discourage employees from engaging in these or other concerted activities.

E. Respondent engaged in the conduct described above in paragraph 24B because the named employee of Respondent joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

25

A. The following employees of Respondent (the Unit) employed at Respondent's facility 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 Patient Consultants, Patient Consultant Supervisors, and Inventory Specialists employed by Respondent at Respondent's facility, but excluding all General Managers, Assistant General Managers, Inventory Supervisors, office clerical employees, professional employees, guards, and supervisors as defined in the Act.

B. By about April 5, 2023, a majority of Respondent's employees in the Unit designated the Union as their collective-bargaining representative for the purposes of collective bargaining.

C. About April 5, 2023, the Union hand-delivered the petition in 14-RC-315558 to Respondent requesting that Respondent recognize the Union as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

D. About April 5, 2023, the Union hand-delivered to Respondent a petition signed by employees indicating that a majority of employees had designated the Union as their collective bargaining representative and requesting that the Respondent recognize the Union as the exclusive collective-bargaining representative of the Unit and bargain collective with the Union as the exclusive collective-bargaining representative of the Unit.

E. The serious and substantial unfair labor practice conduct describe above in paragraphs 6 through 24, is such that there is only a slight possibility of traditional remedies erasing their effects and conducting a fair election. Therefore, on balance, the employees' sentiments regarding representative, having been expressed through signatures on an employee petition presented to Respondent and authorization cards would be better protected by issuance of a bargaining order.

F. The allegations referenced above in paragraph 25E requiring the issuance of a bargaining order are supported by, among other things:

- (i) Respondent's COO Michael LaFrieda, Human Resources Manager Tessa Orton, Regional Dispensary Manager Patrick Dyson, Inventory Manager Randy Sargant, General Manager Bailey Copenhaver, and Brand Ambassador Meghan Mobley are high ranking supervisors and/or agents responsible for the discriminatory conduct described above in the paragraphs referenced above in paragraph 25E;
- (ii) The suspensions, discharges, changes in terms and conditions of employment, coercive statements, threats, prohibitions, denials of access, described above in paragraphs 6 through 24, were meant to intimidate, discourage, and dissuade Unit employees from supporting the Union.
- (iii) The conduct described above in paragraphs 6 through 24, followed immediately on the heels of the Respondent's knowledge of the Union's campaign;
- (iv) The employees described above in paragraphs 15 through 24 were known supporters of the Union;

- (v) The conduct described above in paragraphs 7 through 14, 15B and 15C, 16B, and 17-19, 20A-20B, 21A-21B, 22A-22B, and 23 occurred after the Union had filed the petition and prior to the election in Case 14-RC-315558;
- (vi) There are approximately 24 employees identified in the Unit described above in paragraph 25E;
- (vii) All Unit employees learned or were likely to learn of the conduct described above in the paragraphs referenced above in paragraph 25E;
- (viii) The Respondent has not retracted the conduct described above in paragraph 6 through 14;
- (ix) The Unit's request for recognition has been outstanding since April 5, 2023;
- (x) There is a substantial likelihood of recidivism on Respondent's part given that Respondent continued to engage in unfair labor practices after the election for union representation on June 14, 2023,

G. At all times since about April 5, 2023, based upon Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

H. At all times since about April 5, 2023, Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the Unit.

26

A. The Unit described above in Paragraph 25A constitutes a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the act.

B. About April 5, 2023, a majority of the Unit employed by Respondent designated and selected the Union as their representative for the purposes of collective bargaining.

C. About April 5, 2023, the Union, hand-delivered a petition signed by employees and the petition in 14-RC-315558, requesting that Respondent recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

D. The conduct described above in paragraphs 6 through 24, is grounds for setting aside a Board election.

E. Since about April 5, 2023, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

27

A. About April 25, 2023, Respondent implemented a new customer bag check policy.

B. About May 19, 2023, Respondent implemented a new employee bonus system.

C. The subject(s) set forth in paragraphs 27A and 27B relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

D. Respondent engaged in the conduct described above in paragraphs 27A and 27B without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

28

By the conduct described above in paragraphs 5-12, 15A-15D, 16A-16C, 18B-18D, 18F, 19B-19D, 20A-20D, 21A-21D, 22A-22D, 24B and 24D 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.

29

By the conduct described above in paragraphs 13-15C, 15E-15F, 16A-16B, 16D, 17, 18B-18C, 18E, 19B-19C, 19E, 20, 21A-21C, 21E-21F, 22A-22C, 22E-22F, 23, 24B-24C and 24E, Respondent has been discriminating in regard to hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

30

By the conduct described above in paragraphs 25-27, 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.

31

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

32

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

A. Recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees employed by Respondent in the Unit, pursuant to *NLRB v. Gissel Packing Co.*, 395 U.S. 575 (1969) and/or *Cemex Construction Materials Pacific, LLC*, 372 NLRB No. 130 (Aug. 25, 2023).

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

C. At a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative Michael LaFrieda read the Notice to Employees and an Explanation of Rights to employees at Respondent's facility on worktime in the presence of a Board agent and a representative of the Union. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 4. Such Notice reading to be recorded and distributed to employees electronically via email and/or other electronic means.

D. Conduct a training session for its managers and supervisors on their obligations under the Act;

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

F. Rescind the rules described in paragraph 5 and advise employees in writing of such rescission. Should Respondent wish to reinstate lawful policies at a future date, Respondent must include a disclaimer that Respondent will not apply or enforce the policy discriminatorily to Section 7 activities.

G. Rescind the suspensions and/or discharges issued to the employees named in paragraphs 15-24 and notify each employee that this has been done and that the discipline or adverse action will not be used against the employee in any way.

H. Make whole employees named in paragraphs 15-24, including, but not limited to, reimbursement of direct and foreseeable consequential damages they incurred as a result of Respondent's unlawful conduct.

I. Draft and send letters to Evan Croy, Sinda Easley, Clifford Edmondson, Madelyn Jefferies, Austin Monroe, Ruthie Neisen, Andrew Nussbaum, Logan Patterson, Devon Reed, and Kayla Spiva apologizing to them for their discharge and any hardship or distress it caused, and provide a copy of each letter to the Regional Director within 14 days of distribution.

J. Upon request by the Union, rescind the changes described above in paragraphs 13-14 and bargain in good faith with the Union regarding those changes.

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

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before October 13, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

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

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

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **October 30, 2023, 9:00 a.m. CT, at a location to be determined**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this 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: September 29, 2023



ANDREA J. WILKES
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 14
1222 SPRUCE ST
RM 8.302
SAINT LOUIS, MO 63103-2829

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 14-CA-315869 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.

Terry L. Potter, Esq.
Husch Blackwell LLP
8001 Forsyth Blvd.
Suite 1500
St. Louis, MO 63105

Emily R. Perez, Attorney
Hammond and Shinnors, P.C.
13205 Manchester Rd Ste 210
St. Louis, MO 63131-1733

Michael LaFrieda, Chief Operating Officer
Point Management LLC d/b/a Shangri-La
3919 Peachtree Dr.
Columbia, MO 65203

Terry L. Potter, Esq.
Husch Blackwell LLP
190 Carondelet Plaza Ste 600
St. Louis, MO 63105

Sean Shannon, Lead Organizer
United Food & Commercial Workers Local
655
300 Weidman Road
Ballwin, MO 63011

Janine M. Martin, Attorney
Hammond and Shinnors, P.C.
13205 Manchester Road, Suite 210
St. Louis, MO 63131-1733

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, 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.