Barista Parlor Germantown, LLC *and* Kathryn Noel.
Case 10–CA–320196

March 5, 2026

DECISION AND ORDER

BY MEMBERS PROUTY, MURPHY, AND MAYER

The General Counsel[1] seeks a default judgment in this case pursuant to the terms of an informal settlement agreement. Kathryn Noel (the charging party) filed a charge on June 20, 2023, alleging that Barista Parlor Germantown, LLC (the Respondent) violated Section 8(a)(3) and (1) of the Act.

On January 22, 2025,[2] the Regional Director for Region 10 approved a unilateral settlement agreement with the Respondent. Among other things, the settlement agreement required the Respondent to: (1) offer Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs reinstatement to their jobs or similar jobs; (2) make Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs whole for losses they incurred because the Respondent fired them; (3) remove all references to Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs' discharges and tell them in writing that the Respondent had done so and that their terminations would not be used against them in any way; (4) post the Notice to Employees at its facility and mail a copy of the Notice to Employees to all former employees who were employed at any time since June 1, 2023; and (5) read the Notice to Employees to its employees. The settlement agreement also contained the following provision:

> Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.
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> The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

On February 7, after the appeal period for the unilateral settlement agreement had ended, the Region's compliance officer sent the Respondent a letter soliciting compliance and explaining the remedial actions it was required to take in order to comply. By email dated February 21, the compliance officer notified the Respondent that it had failed to comply and requested compliance by February 24.

By letter dated February 24, the Regional Director for Region 10 advised the Respondent that "the Region has not received any documentary evidence nor certifications supporting that the [Respondent] has taken any steps to comply with the Settlement Agreement in this case." The letter further stated that if the Respondent failed to comply with the settlement agreement by March 10, the Region would institute default proceedings in order to secure the

[1] Although this case spans the transition from then-Acting General Counsel William B. Cowen to now General Counsel Crystal S. Carey, for simplicity, we use the term "General Counsel" throughout.

[2] Unless otherwise specified, all dates are 2025.

remedies specified and otherwise permitted by the terms of the settlement agreement.

On March 10, by email, the Respondent advised the compliance officer that it would comply with the settlement agreement.

On March 18, by email, the compliance officer advised the Respondent that it was not in compliance with the settlement agreement, specifically citing that the discriminatees had not received their backpay and that the offer of employment sent by the Respondent was invalid.

In a separate email dated March 18, the compliance officer advised the Respondent that if the Respondent was not in full compliance with the settlement agreement by March 20, she would recommend that the Regional Director issue a Complaint and a Motion for Summary Judgment. The Respondent failed to comply with the settlement agreement provisions pertaining to the "posting and mailing of notice;" "notice reading;" "payment of wages and benefits;" and "compliance with notice," including the requirement that it make valid offers of reinstatement to Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs. Regarding this last requirement, the Respondent's offers of reinstatement stated: "as required by the Settlement Agreement, we write to offer you reinstatement. However, your former jobs have been permanently filled. There are no similar jobs currently available. We will offer you similar jobs when they become available." Under Board law, "'[w]here a discriminatee's former position is in existence . . . the restoration of the status quo requires that the employer reinstate [the discriminatee] to that position' . . . even if that [requires] firing [the discriminatee's] replacement." *Panoramic Industries*, 267 NLRB 32, 38–39 (1983), *citing Lakewood Inn, Inc.*, 182 NLRB 127, 131 (1970). Thus, the Respondent failed to make valid offers in reinstatement to the discriminatees.

Accordingly, pursuant to the terms of the noncompliance provisions of the agreement, on May 27, the Acting Regional Director issued a complaint. On August 11, the General Counsel filed a Motion for Default Judgment with the Board requesting that the Board issue a Decision and Order against the Respondent containing findings of fact and conclusions of law based on the allegations in the complaint. On August 12, Chief Administrative Law Judge Robert A. Giannasi, by delegation of the Board pursuant to Section 102.179 of the Board's Rules and Regulations, issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted.

The Respondent attempted to file a response to the Notice to Show Cause, although the Respondent failed to efile its response as required by the Board's Rules and Regulations.[3] In its response, the Respondent confirms that its purported offers of reinstatement advised the discriminatees that their positions had been filled and that there were no jobs currently available to them. The Respondent further conceded that the Region had advised it that its offers of reinstatement were invalid. Accordingly, even if it had been properly filed, the Respondent's response did not raise a material issue of fact regarding Respondent's compliance with the settlement agreement, which is the sole issue the Respondent could raise in response to the Notice to Show Cause.

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to comply with the terms of the settlement agreement. Consequently, pursuant to the noncompliance provisions of the settlement agreement set forth above, we find that all of the allegations of the complaint are true.[4] Accordingly, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a company with an office and place of business in Nashville, Tennessee, and has been engaged in operating retail stores that sell coffee, beverages, and quick-service food. Annually, the Respondent, in conducting its business, derives gross revenues in excess of $500,000, and purchases and receives at its Nashville, Tennessee store, products, goods, and materials valued in excess of $5000 directly from points outside the State of Tennessee.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

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

Dalton Stocks	-	General Manager

[3] The Respondent emailed its response to the Region. Section 102.5(c) of the Board's Rules and Regulations provide that "[u]nless otherwise permitted under this section, all documents filed in cases before the Agency must be filed electronically ("E-Filed") on the Agency's Web site (www.nlrb.gov) by following the instructions on the Web site. . . . Documents may not be filed with the Agency via email without the prior approval of the receiving office."

[4] See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

Powers Gray	-	Director of Retail Operations
Christian Ott		Director of Coffee
Andy Mumma		Owner

2(a) About June 1, 2023, the Respondent's employees, including Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs, engaged in concerted activities for the purpose of mutual aid and protection by raising concerted complaints and discussing working conditions with Respondent at a group meeting.

(b) About June 14, 2023, the Respondent discharged Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs.

(c) The Respondent engaged in the conduct in subparagraph (b) because its employees Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs engaged in the conduct described above in subparagraph (a), and to discourage employees from engaging in these or other concerted activities.

CONCLUSION OF LAW

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

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to take to cease and desist and to certain affirmative actions designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(1) of the Act by discharging its employees Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs for engaging in protected concerted activity, we shall order the Respondent to offer Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs full reinstatement to their former positions or, if those positions no longer exists, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. We shall also order the Respondent to make Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs whole, with interest, for any loss of earnings and other benefits suffered as a result of the unlawful discharge. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

In accordance with our decision in *Thryv, Inc.*, 372 NLRB No. 22 (2022), enf. denied on other grounds 102 F.4th 727 (5th Cir. 2024), the Respondent shall also compensate Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs for any other direct or foreseeable pecuniary harms incurred as a result of the unlawful discharges, including reasonable search-for-work and interim employment expenses, if any, regardless of whether these expenses exceed interim earnings.[5] Compensation for these harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

Further, we shall order the Respondent to compensate Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs for the adverse tax consequences, if any, of receiving lump-sum backpay awards and to file a report with the Regional Director for Region 10 allocating the backpay awards to the appropriate calendar year(s). *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). In addition to the backpay allocation report, we shall order the Respondent to file with the Regional Director for Region 10 a copy of Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs' corresponding W-2 forms reflecting the backpay awards. *Cascade Containerboard Packaging—Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021).

The Respondent shall also be required to remove from its files any reference to the unlawful discharge of/refusal to reinstate Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs and to notify them in writing that this has been done and that the adverse actions will not be used against them in any way.

ORDER

The National Labor Relations Board orders that the Respondent, Barista Parlor Germantown, LLC Nashville, Tennessee, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging employees for engaging in protected concerted activities, including by raising concerted

[5] As stated in *Performance Plumbing, LLC,* 374 NLRB No. 48, slip op. at 2 fn. 2 (2026), and *Lodi Volunteer Ambulance Rescue Squad, Inc.*, 374 NLRB No. 26, slip op. at 3 fn. 3 (2026), Members Murphy and Mayer find no need at this time to express an opinion whether the novel remedies announced by the Board majority in *Thryv* are permissible under the Act. They would be open to reconsideration of that precedent in a future proceeding, but in the absence of a three-member majority to overrule it at this time, they agree to apply *Thryv*.

complaints and discussing working conditions with Respondent.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer employees Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(b) Make Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms suffered as a result of their unlawful discharges, in the manner set forth in the remedy section of this decision.

(c) Compensate Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 10, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar year(s).

(d) File with the Regional Director for Region 10, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs' corresponding W-2 forms reflecting the backpay awards.

(e) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharges of Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs, and within 3 days thereafter, notify them in writing that this has been done and that the discharges will not be used against them in any way.

(f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(g) Within 14 days after service by the Region, post at its facility in Nashville, Tennessee, copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 1, 2023.

(h) Within 21 days after service by the Region, file with the Regional Director for Region 10 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. March 5, 2026

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David M. Prouty, Member

_____
James R. Murphy, Member

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Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

[6] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wages, hours, and working conditions with other employees and to voice workplace concerns, and WE WILL NOT do anything to interfere with your exercise of that right.

WE WILL NOT fire you because you express group concerns or complaints to us, including concerns or complaints about management and schedules.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL offer Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs the jobs they were performing before we fired then and, if those jobs do not exist, we will offer them similar jobs, and they will not lose any seniority or any other rights or privileges that they enjoyed before we fired them.

WE WILL make Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs whole for any losses they incurred because we fired them, including wages, interest, expenses, benefits, and compensation for direct and foreseeable pecuniary harm.

WE WILL remove from our files all references to the discharges of Lydia Miller, Megan Monsor, Robert Wood, and Lucas Hobbs, and WE WILL tell them in writing that we have done so and that their discharges will not be used against them in any way.

BARISTA PARLOR GERMANTOWN LLC

The Board's decision can be found at https://www.nlrb.gov/case/ 10-CA-320196 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.