

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

N & R QUALITY CARE, LLC

and

Case 5-CA-34079

INDIA JONES, AN INDIVIDUAL

*Stephanie Cotilla Eitzen, Esq.*, for the General Counsel.  
*Edward F. Younger, Esq.*, of Spotsylvania, Virginia, for  
the Respondent.

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried in Fredericksburg, Virginia, on August 5, 2008. The charge was filed February 12, 2008,<sup>1</sup> and the complaint issued May 30, 2008. The complaint alleges that the Respondent, N & R Quality Care, LLC, on or about September 25, 2007, violated Section 8(a)(1) of the National Labor Relations Act (the Act) by interrogating employees about their contacts with the National Labor Relations Board (the Board) and violated Section 8(a)(4) of the Act by discharging an employee, India Jones, because she threatened to contact the Board about her wages, hours, and other terms and conditions of employment. The Respondent's answer denies that its supervisors interrogated India Jones or discharged her because she threatened to contact the Board. It contends that India Jones terminated herself by being absent from work for 2 consecutive days.

On the entire record, including my observation of the demeanor of the witnesses, and after considering closing argument by the General Counsel and the Respondent, and proposed findings of fact and conclusions of law submitted by the General Counsel, I make the following

Findings of Fact

I. Jurisdiction

The Respondent, a corporation, with its principle place of business in Fredericksburg, Virginia, is engaged in the business of providing home health care assistance to Medicare and Medicaid recipients located in or around Caroline County, Virginia. Annually, the Respondent, in conducting its business operations, performs services valued in excess of \$100,000 in the Commonwealth of Virginia, and purchased and received at its Fredericksburg, Virginia facility goods valued in excess of \$5000 directly from points outside the Commonwealth of Virginia. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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<sup>1</sup> All dates are in 2007, unless otherwise indicated.

## II. Alleged Unfair Labor Practices

### A. The Parties

5           The Respondent provides home health aide services to homebound clients requiring  
 assistance with activities of daily living. Ruthette and Nathaniel Fannin jointly own the Company.  
 Lakeyta Bevels is employed as Ruthette Fannin's (Fannin)<sup>2</sup> administrative assistant.<sup>3</sup> India  
 Jones, the discriminatee, was employed by the Respondent as a home health aide from August  
 30 to September 21. She was assigned to work at the home of one client during the entire  
 10 period of her employment with the Respondent.<sup>4</sup>

### B. The Respondent's Paycheck Problems

15           India Jones worked a total of 15 days during her employment by the Respondent—  
 August 30–31, September 4–7, 10–14, 17, and 19–21. She was scheduled to receive her first  
 paycheck on September 12. India Jones called Bevels that morning, but was told that Fannin  
 had been in an automobile accident and, as a result, the checks would not be ready that day.  
 Bevels advised India Jones to call the next day to see if the checks were ready for pickup. India  
 Jones called back on September 13 and spoke with Bevels. Bevels told her she was going to  
 20 Fannin's home to have her endorse the checks and suggested India Jones call back later. India  
 Jones called Bevels again later that day. Bevels told her that Fannin mailed out the checks. She  
 noted, however, that India Jones' check was mailed to the address of Latoya Jones. India Jones  
 asked why her check was mailed to Latoya Jones' address, but Bevels simply responded that  
 the checks had been mailed.<sup>5</sup>

25           On September 17, India Jones, after ascertaining from Latoya Jones that her paycheck  
 did not arrive in the mail, went to the Respondent's office. She encountered Bevels sitting at a  
 desk and asked about her paycheck. At that point, Fannin appeared and told her that Bevels  
 forgot to mail out her check. India Jones questioned how that could have happened, given her  
 30 conversations with Bevels and voice mail messages left during the previous week. Fannin then  
 went into her office, returned, and handed a check to Bevels. Bevels then handed the check to  
 India Jones. The latter examined the check and became upset because the amount of the

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<sup>2</sup> As there was no involvement by Nathaniel Fannin in the issues in this case, all subsequent references in this decision are to Ruthette Fannin.

<sup>3</sup> The Respondent concedes that Fannin and Bevels were statutory supervisors or agents within the meaning of Sections 2(11) and (13) of the Act. (GC Exh. 1-E, par. 3.)

40 <sup>4</sup> India Jones and Bevels both had credibility problems. India Jones initially testified that she listed a prior conviction on her employment application but, when confronted with a copy of it, attributed the omission to the fact that the application only requested convictions within the past 7 years. (Tr. 34–35, 37–39; R. Exh. 1.) Bevels was even less credible, however, as there were drastic differences between her trial testimony and her statements in a Board affidavit, sworn to  
 45 on May 21, 2008. To the extent that her testimony varied from her Board affidavit, I relied on the latter as the more credible version, as Bevels attested to it during a brief period of time in 2008 when she was not employed by the Respondent. (GC Exh. 7; Tr. 61.)

50 <sup>5</sup> I based this finding on India Jones' testimony, as Bevels' Board affidavit indicates that the practice of mailing out paychecks did not begin until the paycheck for September 19, 2007, and in her trial testimony, she was vague as to when India Jones made certain statements during the several times that she called the office. (Tr. 18–20, 65–66, 134–135; GC Exh. 7a, p. 2.)

check incorrectly stated India Jones' designated tax exemptions and, as a result, too much money had been withheld. Nevertheless, she accepted the paycheck and left.<sup>6</sup>

5 On September 19, the scheduled pay date for that period of work, India Jones called the Respondent's office in the morning and told Bevels that she wanted to pick up her check. Bevels told her she would have to wait until after 2 p.m. A few hours later, Fannin called India Jones while she was at the client's house and told her that she changed the paycheck distribution policy because of an incident with another employee earlier that day. As a result, paychecks would no longer be picked up but, rather, mailed to employees. India Jones responded by explaining that she desperately needed her paycheck to pay for her children's daycare, automobile insurance, baby pampers, and milk. Fannin said there was nothing she could do and the conversation ended.

15 A short time later, however, India Jones called back. She asked Bevels why she told her she could pick up her paycheck after 2 p.m. if the checks had already been put in the mail. India Jones also asked whether the Respondent did not have sufficient funds to pay employees and reiterated her need for milk, pampers, day care, and insurance. Finally, India Jones warned that the Respondent was in danger of losing good employees and then threatened to complain to the "Labor Board people" about the Respondent's wage payment practices.<sup>7</sup> Bevels responded there was nothing she could do and hung up the telephone.

25 Shortly after that conversation, Bevels relayed India Jones' warning to Fannin. Fannin immediately called India Jones and asked her if she conveyed those warnings to Bevels. India Jones confirmed that she warned Bevels of her intention to complain to the "Labor Board" because of the problems in getting her paycheck. At that point, Fannin accused India Jones of falsifying her timesheet regarding Labor Day, September 3. India Jones did not work that day, but submitted a timesheet indicating that she did work that day. She explained that it was "an honest mistake." India Jones asked Fannin if she was going to terminate her. Fannin simply said she would call her back.<sup>8</sup> India Jones did not receive a call back from Fannin and proceeded to work on September 20 and 21.<sup>9</sup>

35 <sup>6</sup> Again, I base this finding on the credible testimony of India Jones, as Bevels' testimony was vague as to when and how often the former came to the office for her paycheck. (Tr. 19-20; GC Exh. 3(a).) I did not credit Bevels' trial testimony that the "first paycheck had got lost in the mail," as it was inconsistent with the statements in her Board affidavit. (Tr. 66; GC Exh. 7a, pp. 2-3.)

<sup>7</sup> The General Counsel contends, the Respondent does not deny, and I find, that India Jones was referring to the National Labor Relations Board.

40 <sup>8</sup> The Respondent focused extensively on India Jones' erroneous timesheet indicating that she worked on September 3, when she did not. While I was not convinced by India Jones' assertion that it "was an honest mistake," Fannin conceded that this issue had nothing to do with India Jones' separation from the Company (Tr. 132.)

45 <sup>9</sup> Bevels and Fannin confirmed India Jones' testimony that she threatened to "call the Labor Board people about her paycheck" and Bevels passed along that warning to Fannin immediately after the conversation. I did not, however, credit the trial testimony of Bevels and Fannin denying that the latter threatened to retaliate against India Jones. First, Bevels provided inconsistent trial testimony on this point. Initially, she denied that Fannin said anything in response. (Tr. 67.) However, when confronted with her sworn statement in the Board affidavit, she conceded that Fannin responded that she "didn't need [India Jones] calling the Labor Board. She doesn't know why she was calling the Labor Board. She's been paid. So what was the reason for her calling the Labor Board." (Tr. 71-72.) I found even more credible Bevels'

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On September 21, India Jones still had not received her paycheck, but called Bevels and requested approval to come in late to work on Monday, September 24, in order to deal with a personal matter. Bevels approved the request. On September 24, Bevels attempted numerous times to contact India Jones by telephone, but to no avail. She then called Latoya Jones, a friend of India Jones and a former employee of the Respondent, and asked her to tell India Jones to call the office. Bevels followed up several times, but Latoya Jones still had not been able to reach India Jones. Finally, Bevels told Latoya Jones to tell India Jones that she was no longer needed and was not to report to the client's house for work. Sometime around the middle of the day, Latoya Jones contacted India Jones and passed along Bevels' message.<sup>10</sup>

Since India Jones was short on minutes under her cellular telephone plan, she immediately went to Latoya Jones' home to use her landline telephone. India Jones called Bevels, who confirmed the message not to report to the client's house. India Jones then asked Bevels about her paycheck from September 19. Bevels told India Jones that the paychecks had been mailed out. India Jones then threatened to contact the local police department to accompany her to the office to get her paycheck. Fannin told Bevels to let Jones know that her services were no longer needed. Fannin told Bevels that she wanted Jones gone for threatening to complain to the Board. Fannin told Bevels that she didn't need this and it wasn't going to do Jones any good to call the Board. She also told Bevels to lock the doors and go ahead and call India and tell her she was terminated.<sup>11</sup>

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statement in the Board affidavit that Fannin directed Bevels to terminate India Jones because of her threat to complain to the Board. (GC Exh. 7, pp. 3-4; Tr. 21-24, 65-67, 96-97, 108.)

Although she conceded having an opportunity to review the affidavit before swearing as to its accuracy and signing it, she inexplicably attempted to disavow her statements in the affidavit. (Tr. 142-143.) I did not credit such denials. A significant factor in this credibility determination was Bevel's initial notation expressing concern of reprisal if Fannin learned of her cooperation with the Board investigator. Nor did I credit Fannin's denial, as it too varied from Bevel's admissions in her Board affidavit. (GC Exh. 8; Tr. 136-137, 140-141.)

<sup>10</sup> For the reasons stated at fn. 11, *infra*, I did not find credible testimony by Bevels and Fannin that India Jones had unauthorized absences on September 24 and 25. (Tr. 73, 123-124.) Accordingly, I based this finding on the slightly more credible testimony of Latoya Jones and India Jones. (Tr. 23, 58-59, 144-147.)

<sup>11</sup> I based this finding on the testimony of India Jones. (Tr. 25-28.) Bevels' testimony insisting that Fannin instructed her to terminate India Jones on September 24 because she was absent for 2 days of work, was contradicted by statements in her Board affidavit. At p. 3 of that affidavit, Bevels explained, in pertinent part, that Fannin "wanted India gone for threatening to call the Labor Board on her." In addition, at p. 10 of the Board affidavit, she averred: "It was that day that I had told Mrs. Ruth that India said she would call the Labor Board, and a short time later, Mrs. Ruth told me to fire India because she threatened to call the Labor Board." Even after being confronted with such inconsistent prior testimony, Bevels inexplicably stuck with her contention that Fannin terminated India Jones because of the absences. The obvious reason for her dubious trial testimony, however, was revealed—Bevels was not employed by the Respondent at the time she provided the Board affidavit. (Tr. 68, 73-75, 79-80; GC Exh. 7, 7(a).) Moreover, given the weight that I placed on Bevels' admissions in her Board affidavit, I rejected Fannin's testimony that India Jones "quit." (Tr. 113, 124-125, 128.)

### C. India Jones' termination

On September 25, India Jones called Bevels and informed her she was on her way to pick up her September 19 paycheck. Fannin got on the telephone and told her not to come to the office because she would have the police waiting. India Jones responded with an expletive, hung up the telephone, and went to the office accompanied by Latoya Jones. When they arrived, the office door was locked. After a few moments, Bevels came to the door and handed India Jones her paycheck. India Jones again noted that the number of exemptions was incorrect and asked to see her timesheet, but was refused.<sup>12</sup>

After a brief conversation with Bevels, India and Latoya Jones left. Since she was now unemployed and contemplating she would have difficulty paying her housing rent for the next month, India Jones went to the Central Virginia Housing Coalition, a housing advocacy organization, for financial assistance. That agency had India Jones sign a Verification of Termination of Employment form authorizing release of information by the Respondent regarding her termination of employment. The form was transmitted to the Respondent that same day by facsimile. Bevels completed the form, indicating that India Jones had been employed by the Respondent from August 28 to September 21. As for the “[r]eason for termination,” she checked “terminated for cause” and transmitted it back to the agency by facsimile. In November, after India Jones filed charges and before responding to a Board investigator’s request for India Jones’ personnel documentation, Fannin modified the form by crossing out the stated reason of “termination for cause” and changing it to “employee quit.”<sup>13</sup>

#### Legal Analysis

##### I. Interrogation

The General Counsel contends that the Respondent violated Section 8(a)(1) of the Act when Fannin interrogated India Jones about her intention to communicate with the Board. There was no dispute that India Jones, on September 19, warned Bevels that she would complain to the Board about her late paycheck, that Bevels relayed that statement to Fannin, who then proceeded to call India Jones and ask if she made such a statement. The Respondent, in closing argument, however, noted that Fannin never told India Jones not to contact the Board.

In general, interrogation of an employee is unlawfully coercive when it “reasonably tends to restrain or interfere with the employees in the exercise of rights guaranteed by the Act.” *Rossmore House*, 269 NLRB 1176, 1177 (1984), *affd. sub nom. HERE Local 11 v. NLRB*, 760 F.2d 1006 (9th Cir. 1985); see also, *Medicare Associates, Inc.*, 330 NLRB 935, 940 (2000) (“whether under all the circumstances the questioning at issue would reasonably tend to coerce the employee at whom it is directed so that he or she would feel restrained from exercising rights protected by Section 7 of the Act”). In determining the extent that the interrogation tends

<sup>12</sup> Given the previous finding regarding the events of September 24, Bevels’ testimony that India Jones was scheduled for work on September 25 was not credible. Accordingly, I relied on India Jones recitation of the facts for this date. (Tr. 29–31; GC Exh. 3(b).)

<sup>13</sup> Fannin and Bevels conceded that Fannin modified the form *after* Board charges were filed and Fannin was asked to provide the Board with India Jones’ personnel records. (Tr. 32–33 75–79, 98–99; GC Exh. 4, 6.) As to the reason why she made such a suspicious change at that late date, Fannin could only explain that “it was the right thing to do because she quit.” (Tr. 128–129.) Equally lacking in credibility was Fannin’s generation of an “employee separation record” in November 2007—2 months after India Jones was terminated. (Tr. 131–132; GC Exh. 8(a).)

to restrain or interfere with such rights under the circumstances, several factors are typically examined: the employee's response; the purpose for the questioning; whether assurances were given that no reprisals would occur; and whether the questioning occurred in a hostile environment. *Blue Flash Express*, 109 NLRB 591, 593-594 (1954).

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The facts clearly indicate that the question by Fannin, the Respondent's owner, to India Jones as to whether she stated her intent to communicate with the Board regarding her wages reasonably tended to restrain and interfere with India Jones' Section 7 rights. The question by Fannin, the Respondent's owner, was conveyed in response to India Jones' complaint about her wages, or lack of payment thereof, and a threat to contact the Board—a protected Section 7 activity. The question was then intermingled with Fannin's charge that India Jones falsified her timesheet for September 3. A follow-up question by India Jones as to whether she was going to be discharged was essentially met with silence. The reasonable inference to be drawn from Fannin's questions and statements was that there would be reprisal as a result of India Jones' threat to complain to the Board. Under the circumstances, Fannin's question reasonably tended to restrain and coerce India Jones from contacting the Board to complain about her wages and constituted a violation of Section 8(a)(1).

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## II. Termination

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The General Counsel also charges the Respondent violated Section 8(a)(4) and (1) by discharging India Jones because she threatened to contact the Board about her wages. The Respondent denies that charge and contends that India Jones terminated herself after being absent for 2 consecutive days.

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Section 8(a)(4) prohibits an employer from discharging or otherwise discriminating against an employee for filing charges or giving testimony under the Act. Allegations of an 8(a)(4) violation are evaluated under the framework set forth in *Wright Line*, 251 NLRB 1083 (1980), *enfd.* 662 F.2d 899 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982). See *All Pro Vending, Inc.*, 350 NLRB No. 46, *slip op.* at 13 (2007); *McKesson Drug Co.*, 337 NLRB 935, 936 (2002). Under that framework, the General Counsel must prove that the Respondent's discharge of India Jones was motivated by her statement that she intended to contact the Board. *Wayne W. Sell Corp.*, 281 NLRB 529, 534 (1986). If the General Counsel is able to make out a *prima facie* case, the Respondent is required to show that India Jones' discharge would have taken place even had she not threatened to contact the Board. *Mano Electric, Inc.*, 321 NLRB 278 (1996); *Farmer Bros.*, 303 NLRB 638 (1991).

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While India Jones had not yet contacted the Board, filed charges, or testified, her statement falls within the scope of protected activity contemplated by Section 8(a)(4). As noted by the Board in *Metro Networks*, 336 NLRB 63, 66 (2001), citing *General Services*, 229 NLRB 940, 941 (1977), its interpretation of Section 8(a)(4) "has been a liberal one in order to fully effectuate the section's remedial purpose." Citing *Nash v. Florida Industrial Commission*, 389 U.S. 235, 238 (1967), it also noted that, through Section 8(a)(4), "Congress has made it clear that it wished all persons with information about [unfair labor] practices to be completely free from coercion against reporting them to the Board."

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Fannin, the Respondent's owner, acquired undeniable knowledge of such activity when she called India Jones back to confirm that she intended to engage in such activity. Her animus toward India Jones' protected activity became evident when she immediately followed up India Jones' confirmation that she intended to contact the Board with a charge that she fabricated her timesheet. Fannin's accusation, nearly 2 weeks after India Jones submitted the timesheet at issue, was too suspicious in its timing as to stand out as just another transaction by the

Respondent in the regular course of its business. Moreover, Fannin communicated her displeasure about India Jones' statement to Bevels. She told Bevels that she did not need India Jones calling the Board, expressed disbelief as to why India Jones would be calling the Board if she got paid and, finally, declared to Bevels that she "wanted India gone for threatening to call the Labor Board on her."

As the General Counsel established a prima facie case of an 8(a)(4) violation, the burden shifted to the Respondent to prove that it would have discharged India Jones anyway, or that she quit voluntarily. The Respondent failed to make such a showing, as the evidence indicated that India Jones did not engage in conduct warranting discharge. While it appeared that she may have submitted a false timesheet, Fannin conceded that India Jones was not going to be discharged on that basis. Moreover, India Jones was not absent without authorization for 2 consecutive workdays on September 24 and 25, as the Respondent claimed. The most significant credible proof was contained in Bevels' Board affidavit, which corroborated India Jones' testimony that she was told during the day on September 24 not to report to work and that her services were no longer needed. Under the circumstances, the Respondent violated Section 8(a)(4) and (1) of the Act.

#### Conclusions of Law

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

2. The Respondent violated Section 8(a)(1) of the Act on or about September 19, 2007, by interrogating employees about their contacts with the National Labor Relations Board, and/or other protected concerted activity.

3. The Respondent violated Section 8(a)(4) and (1) of the Act by discharging India Jones on or about September 24, 2007, because she threatened to contact the National Labor Relations Board about wages, hours, and/or other terms and conditions of employment.

#### Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having discriminatorily discharged an employee, it must offer her reinstatement and make her whole for any loss of earnings and other benefits, computed on a quarterly basis from date of discharge to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>14</sup>

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<sup>14</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

## ORDER

5 The Respondent, N & R Quality Care, LLC, Fredericksburg, Virginia, its officers, agents, successors, and assigns, shall

1. Cease and desist from

10 (a) Coercively interrogating any employee about protected concerted activities.

(b) Discharging or otherwise discriminating against any employee for engaging in protected concerted activities.

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

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

20 (a) Within 14 days from the date of the Board's Order, offer India Jones full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

25 (b) Make India Jones whole for any loss of earnings and other benefits suffered as a result of the discrimination against her in the manner set forth in the remedy section of the decision.

30 (c) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharge, and within 3 days thereafter notify the employee in writing that this has been done and that the discharge will not be used against her in any way.

35 (d) 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.

40 (e) Within 14 days after service by the Region, post at its facility in Fredericksburg, Virginia, copies of the attached notice marked "Appendix."<sup>15</sup> Copies of the notice, on forms provided by the Regional Director for Region 5, 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. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, 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

50 <sup>15</sup> 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."



copy of the notice to all current employees and former employees employed by the Respondent at any time since September 19, 2007.

5 (f) Within 14 days after service by the Region, mail copies of the attached notice marked Appendix,<sup>16</sup> at its own expense, to all employees who were employed by the Respondent at its Fredericksburg facility at any time from the onset of the unfair labor practices found in this case. The notice shall be mailed to the last known address of each of the employees after being signed by the Respondent's authorized representative.

10 (g) Within 21 days after service by the Region, file with the Regional Director 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.

15 IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. September 30, 2008

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Michael A. Rosas  
Administrative Law Judge

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<sup>16</sup> See fn. 14, supra.

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.

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 coercively question you about your protected concerted activities.

WE WILL NOT discharge or otherwise discriminate against any of you for engaging in protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of this Order, offer India Jones full reinstatement to her former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

WE WILL make India Jones whole for any loss of earnings and other benefits resulting from her discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful discharge of India Jones, and WE WILL, within 3 days thereafter, notify her in writing that this has been done and that the discharge will not be used against her in any way.

\_\_\_\_\_  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

JD-53-08  
Fredericksburg, VA

The Appraisers Store Building, 103 South Gay Street, 8th Floor  
Baltimore, Maryland 21202-4061  
Hours: 8:15 a.m. to 4:45 p.m.  
410-962-2822.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 410-962-2864.