UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

AJD, INC., A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	Cases: 02-CA-093895 02-CA-097827
LEWIS FOODS OF 42ND STREET, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	Cases: 02-CA-093893 02-CA-098662
18884 FOOD CORP., A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	Cases: 02-CA-094224 02-CA-098676
14 EAST 47TH STREET, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	Cases: 02-CA-094679 02-CA-098604
JOHN C FOOD CORP., A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	Cases: 02-CA-093927 02-CA-098659
840 ATLANTIC AVENUE, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	Case: 02-CA-097305
1531 FULTON STREET, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	Cases: 02-CA-103771 02-CA-112282
McCONNER STREET HOLDING, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S, USA, LLC, JOINT EMPLOYERS	Case: 02-CA-098009
McCONNER STREET HOLDING, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	Case: 02-CA-103384
MIC-EASTCHESTER, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S, USA, LLC, JOINT EMPLOYERS	Case: 02-CA-103726
BRUCE C. LIMITED PARTNERSHIP, A	Case: 02-CA-106094

McDONALD'S FRANCHISEE, AND
McDONALD'S USA, LLC, JOINT EMPLOYERS
and

FAST FOOD WORKERS COMMITTEE AND
SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW, CLC

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT, AND NOTICE OF HEARING

Pursuant to Section 102.33(c) of the Rules and Regulations of the National Labor Relations Board ("the Board") and to avoid unnecessary costs or delay, I ORDER THAT Cases 02-CA-093893, 02-CA-093895, 02-CA-093927, 02-CA-094224, 02-CA-094679, 02-CA-097305, 02-CA-097827, 02-CA-098009, 02-CA-098604, 02-CA-098659, 02-CA-098662, 02-CA-098676, 02-CA-103384, 02-CA-103726, 02-CA-103771, 02-CA-106094, and 02-CA-112282 are consolidated. These cases were filed by the Fast Food Workers' Committee ("FFWC") and Service Employees International Union, CTW, CLC ("SEIU") (collectively "Charging Parties") against McDonald's USA, LLC ("McDonald's") and the following McDonald's franchisees:

CASE NUMBER	MCDONALD'S FRANCISEE IDENTIFIED IN CHARGE
02-CA-093893	Charge against McDonald's located at 220 West 42nd Street, New York, NY, whose correct name is Lewis Foods of 42nd Street, LLC ("Respondent McDonald's at 220 W 42nd St.")
02-CA-098662	Charge against [redacted] d/b/a, Lewis Foods of 42nd Street, LLC, whose correct name is Lewis Foods of 42nd Street, LLC ("Respondent McDonald's at 220 W 42nd St.")
02-CA-093895	Charge against McDonald's located at 1188 6th Avenue New York, NY 10036, whose correct name is AJD, Inc. ("Respondent McDonald's at 1188 6th Ave.")
02-CA-097827	Charge against [redacted] d/b/a Bea & AJD, whose correct name is AJD, Inc. ("Respondent McDonald's at 1188 6th Ave.")

02-CA-093927	Charge against McDonald's located at 280 Madison Avenue, New York, NY 10016, whose correct name is John C Food Corp. ("Respondent McDonald's at 280 Madison Ave.")
02-CA-098659	Charge against [redacted] d/b/a John C. Food Corp., whose correct name is John C Food Corp ("Respondent McDonald's at 280 Madison Ave.")
02-CA-094224	Charge against McDonald's located at 1651 Broadway, New York, NY 10019, whose correct name is 18884 Food Corporation ("Respondent McDonald's at 1651 Broadway")
02-CA-098676	Charge against [redacted] d/b/a 18884 Food Corp. (or Dunham Management Corp.), whose correct name is 18884 Food Corporation ("Respondent McDonald's at 1651 Broadway")
02-CA-094679	Charge against McDonald's located at 14 East 47th Street. New York, NY 10017, whose correct name is 14 East 47th Street, LLC ("Respondent McDonald's at 14 E. 47th St.")
02-CA-098604	Charge against [redacted] d/b/a 14 East 47th Street, LLC, whose correct name 14 East 47th Street, LLC ("Respondent McDonald's at 14 E. 47th St.")
02-CA-097305	Charge against Atlantic Avenue, LLC, whose correct name is 840 Atlantic Ave., LLC ("Respondent McDonald's at 840 Atlantic Ave.")
02-CA-098009	Charge against [redacted] whose correct name is McConner Street Holding, LLC ("Respondent McDonald's at 2142 Third Ave.")
02-CA-103384	Charge against [redacted] whose correct name is McConner Street Holding, LLC ("Respondent McDonald's at 2049 Broadway")
02-CA-103726	Charge against [redacted] whose correct name is Mic-Eastchester, LLC ("Respondent McDonald's at 341 5th Ave.")
02-CA-103771	Charge against [redacted] whose correct name is 1531 Fulton St., LLC ("Respondent McDonald's at 1531 Fulton St.)
02-CA-112282	Charge against [redacted] whose correct name is 1531 Fulton St., LLC ("Respondent McDonald's at 1531 Fulton St.)

02-CA-106094	Charge against [redacted] whose correct name is Bruce C. Limited Partnership ("Respondent McDonald's at 4259 Broadway")

This Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, which is based on the charges in these cases, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 *et seq.* ("the Act") and Section 102.15 of the Board's Rules and Regulations. It alleges that the above-identified Respondents have violated the Act as described below:

1. The charges in these cases were filed and served as set forth in the following table:

¶	Case No.	Amended	Charging Parties	Respondents	Date Filed	Date Served
a.	02-CA-093893		FFWC	McDonald's/ McDonald's at 220 W 42nd St.	November 28, 2012	November 29, 2012
b.	02-CA-093895		FFWC	McDonald's/ McDonald's at 1188 6th Ave.	November 28, 2012	November 29, 2012
c.		First Amended	FFWC	McDonald's/ McDonald's at 1188 6th Ave.	December 4, 2012	December 12, 2012
d.	02-CA-093927		FFWC	McDonald's/ McDonald's at 280 Madison Ave.	November, 29, 2012	November, 30, 2012
e.	02-CA-094224		FFWC	McDonald's/ McDonald's at 1651 Broadway	December 4, 2012	December 5, 2012
f.	02-CA-094679		FFWC	McDonald's/ McDonald's at 14 E. 47th St.	December 11, 2012	December 12, 2012
g.	02-CA-097305		FFWC	McDonald's/ McDonald's at 840 Atlantic Ave.	January 30 2013	January 30 2013
h.		First Amended	FFWC	McDonald's/ McDonald's at 840 Atlantic Ave.	February 20, 2013	February 21, 2013
i.	02-CA-097827		FFWC	McDonald's/ McDonald's at 1188 6th Ave.	February 6, 2013	February 7, 2013

j.		First Amended	FFWC	McDonald's/ McDonald's at 1188 6th Ave.	February 20, 2013	February 20, 2013
k.		Second Amended	FFWC/ SEIU	McDonald's/ McDonald's at 1188 6th Ave.	April 30, 2014	April 30, 2014
l.	02-CA-098009		FFWC	McDonald's/ McDonald's at 2142 Third Ave.	February 8, 2013	February 11, 2013
m.		First Amended	FFWC	McDonald's/ McDonald's at 2142 Third Ave.	February 20, 2013	February 21, 2013
n.		Second Amended	FFWC	McDonald's/ McDonald's at 2142 Third Ave.	June 14, 2013	June 19, 2013
o.	02-CA-098604		FFWC	McDonald's/ McDonald's at 14 E. 47th St.	February 15, 2013	February 20, 2013
p.	02-CA-098659		FFWC	McDonald's/ McDonald's at 280 Madison Ave.	February 15, 2013	February 20, 2013
q.	02-CA-098662		FFWC	McDonald's/ McDonald's at 220 W 42nd St.	February 15, 2013	February 20, 2013
r.	02-CA-098676		FFWC	McDonald's/ McDonald's at 1651 Broadway	February 15, 2013	February 20, 2013
s.	02-CA-103384		FFWC	McDonald's/ McDonald's at 2049 Broadway	April 23, 2013	April 23, 2013
t.		First Amended	FFWC	McDonald's/ McDonald's at 2049 Broadway	June 25, 2013	July 1, 2013
u.	02-CA-103726		FFWC	McDonald's/ McDonald's at 341 5th Ave.	April 25, 2013	April 26, 2013
v.	02-CA-103771		FFWC	McDonald's/ McDonald's at 1531 Fulton Street	April 26, 2013	April 26, 2013
w.	02-CA-106094		FFWC	McDonald's/ McDonald's at 4259 Broadway	May 29, 2013	May 30, 2013
x.		First Amended	FFWC	McDonald's/ McDonald's at 4259 Broadway	July 11, 2013	July 15, 2013
y.		Second Amended	FFWC	McDonald's/ McDonald's at 4259 Broadway	September 11, 2013	September 13, 2013

z.	02-CA-112282		FFWC	McDonald's/ McDonald's at 1531 Fulton Street	August 29, 2013	August 30, 2013

Charging Parties

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

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

Respondent McDonalds's USA, LLC

3. (a) At all material times, Respondent McDonald's has been a Delaware limited liability company with an office and place of business in Oak Brook, Illinois, and various restaurant and franchise locations throughout the United States, and has been engaged in the operation and franchising of quick-service restaurants.

(b) Annually, Respondent McDonald's, in conducting its business operations described above in subparagraph (a),

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of Illinois.

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

Respondent McDonald's at 220 W. 42nd Street

4. (a) At all material times, Respondent McDonald's at 220 W. 42nd St. has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 220 W. 42nd Street has been a New York limited liability company with an office and place of business at 220 W. 42nd Street, New York, NY 10036.

(c) Annually, Respondent McDonald's at 220 W. 42nd Street, in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 42nd St. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 220 W 42nd St.;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 220 W 42nd St.; and

(c) been a joint employer of the employees of Respondent McDonald's at 220 W 42nd St.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been:

(a) supervisors of Respondent McDonald's at 220 W 42nd St. within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 220 W 42nd St. within the meaning of Section 2(13) of the Act:

(i) [redacted] Owner

(ii) [redacted] Director of Operations

(iii) [redacted] General Manager

(iv) [redacted] [redacted] Assistant Manager

(b) supervisors of Respondent McDonald's at 220 W 42nd St. within the meaning of Section 2(11) of the Act and/or agents of Respondent McDonald's at 220 W 42nd St. within the meaning of Section 2(13) of the Act:

(v) [redacted] Shift Manager

(vi) [redacted] Shift Manager

7. About September 2012, Respondent McDonald's at 220 W. 42nd St., by [redacted] at 220 W. 42nd St., New York, NY:

(a) by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity; and

(b) promised its employees that terms and conditions of employment would improve, if the employees rejected union organizing efforts.

8. (a) About December 2012, Respondent McDonald's at 220 W. 42nd St., by [redacted]

(i) ceased posting employees' work schedules; and

(ii) removed employee name tags.

(b) Respondent McDonald's at 220 W. 42nd St. took the actions identified in subparagraph (a) in response to union organizing.

9. About October 2012, Respondent McDonald's at 220 W. 42nd St, by [redacted] at 220 W. 42nd St., New York, NY:

(a) threatened its employees with unspecified reprisals for engaging in union activity;

(b) created an impression among its employees that their union activities were under surveillance.

(a) About December 2, 2012, Respondent McDonald's at 220 W. 42nd St. imposed more onerous and rigorous terms and conditions of employment on its employee [redacted] by assigning her more arduous and less agreeable job assignments.

(b) Respondent McDonald's at 220 W. 42nd St. engaged in the conduct described above in subparagraph (a) because [redacted] assisted the FFWC and engaged in concerted activities, and to discourage employees from engaging in these activities.

11. Respondent McDonald's at 220 W. 42nd St., by the individuals named below, about the dates and at the locations opposite their names, threatened its employees with discharge if they engaged in union activity:

	Agent	Date	Location
(a)	[redacted]	Second week of November 2012	220 W. 42nd St., New York, NY
(b)	[redacted]	November 24, 2012	220 W. 42nd St., New York, NY

12. By the conduct described above in paragraphs 7, 8, 9, and 11, Respondents McDonald's and McDonald's at 220 W. 42nd St., as joint employers, have 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.

13. By the conduct described above in paragraph 0, Respondent McDonald's and McDonald's at 220 W. 42nd St., as joint employers, have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

14. The unfair labor practices of Respondents McDonald's and McDonald's at 220 W. 42nd St. described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent McDonald's at 1188 Sixth Ave.

15. (a) At all material times, Respondent McDonald's at 1188 Sixth Ave. has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 1188 Sixth Ave. has been a New York corporation with an office and place of business at 1188 Sixth Ave., New York, NY 10036.

(c) Annually, Respondent McDonald's at 1188 Sixth Ave., in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 1188 Sixth Ave. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

16. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 1188 Sixth Ave.;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 1188 Sixth Ave.; and

(c) been a joint employer of the employees of Respondent McDonald's at 1188 Sixth Ave.

17. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's at 1188 Sixth Ave. within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 1188 Sixth Ave. within the meaning of Section 2(13) of the Act:

(a) [redacted] – Owner

(b) [redacted] – General Manager

18. Respondent McDonald's at 1188 Sixth Avenue, by the individuals named below, on about the dates and at the locations listed opposite their names, interrogated employees about those employees' union activities and sympathies:

Agent	Date	Location

(a)	[redacted] and [redacted]	Third week of November 2012	1188 Sixth Ave., New York, NY
(b)	[redacted]	November 20, 2012	1188 Sixth Ave., New York, NY
(c)	[redacted] and [redacted]	November 21, 2012	1188 Sixth Ave., New York, NY
(d)	[redacted]	December 2, 2012	1188 Sixth Ave., New York, NY

19. About November 21, 2012, Respondent McDonald's at 1188 Sixth Ave., by [redacted] at 1188 Sixth Ave., New York, NY:

(a) engaged in surveillance of employees to discover their union activities;

(b) created an impression among its employees that their union activities were under surveillance; and

(c) threatened to more strictly enforce rules regarding lateness and theft because of employees' union activities.

20. (a) On about November 21, 2012, Respondent McDonald's at 1188 Sixth Avenue suspended its employee [redacted]

(b) Respondent McDonald's at 1188 6th Avenue engaged in the conduct described in subparagraph (a) because employee [redacted] assisted the FFWC and engaged in concerted activities, and to discourage employees from engaging in those activities.

21. By the conduct described above in paragraphs 18 and 19, Respondents McDonald's and McDonald's at 1188 Sixth Ave., as joint employers, have 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.

22. By the conduct described above in paragraph 20, Respondent McDonald's and McDonald's at 1188 Sixth Ave., as joint employers, have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

23. The unfair labor practices of Respondents McDonald's and McDonald's at 1188 Sixth Ave. described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent McDonald's at 280 Madison Ave.

24. (a) At all material times, Respondent McDonald's at 280 Madison Ave. has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 280 Madison Ave. has been a New York corporation with an office and place of business at 280 Madison Ave., New York, NY 10036.

(c) Annually, Respondent McDonald's at 280 Madison Ave., in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 280 Madison Ave. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

25. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 280 Madison Ave.;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 280 Madison Ave.; and

(c) been a joint employer of the employees of Respondent McDonald's at 280 Madison Ave.

26. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's at 280 Madison Ave. within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 280 Madison Ave. within the meaning of Section 2(13) of the Act:

(a) [redacted] Owner

(b) [redacted] – Director of Operations

(c) [redacted] – General Manager

27. About November 30, 2012, Respondent McDonald's at 280 Madison Ave., by [redacted] and [redacted] at 280 Madison Ave., New York, NY:

(a) threatened employees with discharge if they engaged in union activity;

(b) threatened to reduce employees' hours of work if they engaged in union activity;

(c) threatened employees with discharge if they engaged in union activity; and

(d) promised employees unspecified improvements in terms and conditions of employment if they rejected the FFWC as their collective bargaining representative.

28. About December 3, 2012, Respondent McDonald's at 280 Madison Ave., by [redacted] and [redacted] at 280 Madison Ave., New York, NY:

(a) threatened employees with discharge if they engaged in union activity; and

(b) threatened to reduce employees' hours of work if they engaged in union activity.

29. By the conduct described above in paragraphs 27 and 28, Respondents McDonald's and McDonald's at 280 Madison Ave., as joint employers, have 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.

30. The unfair labor practices of Respondents McDonald's and McDonald's at 280 Madison Ave. described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent McDonald's at 1651 Broadway

31. (a) At all material times, Respondent McDonald's at 1651 Broadway has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 1651 Broadway has been a New York corporation with an office and place of business at 1651 Broadway, New York, NY 10019.

(c) Annually, Respondent McDonald's at 1651 Broadway, in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 1651 Broadway has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

32. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 1651 Broadway;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 1651 Broadway; and

(c) been a joint employer of the employees of Respondent McDonald's at 1651 Broadway.

33. At all material times, the following individuals held the positions set forth opposite their respective names and have been:

(a) supervisors of Respondent McDonald's at 1651 Broadway within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 1651 Broadway within the meaning of Section 2(13) of the Act:

(i) [redacted] – President

(ii) [redacted] – Supervisor

(iii) [redacted] General Manager

(b) supervisors of Respondent McDonald's at 1651 Broadway within the meaning of Section 2(11) of the Act and/or agents of Respondent McDonald's at 1651 Broadway within the meaning of Section 2(13) of the Act:

(i) [redacted] Shift Manager

34. About late October or early November 2012, Respondent McDonald's at 1651 Broadway, by [redacted] at 1651 Broadway New York, NY, threatened employees with discharge if they engaged in union activity.

35. About November 29, 2012, Respondent McDonald's at 1651 Broadway, by [redacted] at 1651 Broadway New York, NY, threatened employees with discharge if they engaged in union activity.

36. About December 17, 2012, Respondent McDonald's at 1651 Broadway, by [redacted] and [redacted] at 1651 Broadway, New York, NY:

(a) by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union activity; and

(b) promised employees a raise if they refrained from union activity.

37. (a) On about December 21, 2012, Respondent McDonald's at 1651 Broadway ceased posting employees' work schedules.

(b) Respondent McDonald's at 1651 Broadway took the action identified in subparagraph (a) in response to union organizing.

38. By the conduct described above in paragraphs 34 through 37, Respondents McDonald's and McDonald's at 1651 Broadway, as joint employers, have 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.

39. The unfair labor practices of Respondents McDonald's and McDonald's at 1651 Broadway described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent McDonald's at 14 East 47th St.

40. (a) At all material times, Respondent McDonald's at 14 East 47th has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 14 East 47th has been a New York limited liability corporation with an office and place of business at 14 East 47th St., New York, NY 10017.

(c) Annually, Respondent McDonald's at 14 East 47th, in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 14 East 47th has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

41. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 14 East 47th;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 14 East 47th; and

(c) been a joint employer of the employees of Respondent McDonald's at 14 East 47th.

42. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's at 14 East 47th within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 14 East 47th within the meaning of Section 2(13) of the Act:

(a) [redacted] Owner

(b) [redacted] – General Manager

43. On about December 1, 2012, Respondent McDonald's at 14 E. 47th, by [redacted] at 14 E. 47th St., New York, NY:

(a) threatened employees with unspecified reprisals because of their union activity; and

(b) interrogated employees about their union activities.

44. By the conduct described above in paragraph 43, Respondents McDonald's and McDonald's at 14 E. 47th, as joint employers, have 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.

45. The unfair labor practices of Respondents McDonald's and McDonald's at 14 E. 47th described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent McDonald's at 840 Atlantic Ave.

46. (a) At all material times, Respondent McDonald's at 840 Atlantic Ave. has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 840 Atlantic Ave. has been a New York limited liability corporation with an office and place of business at 840 Atlantic Ave., Brooklyn, NY 11238.

(c) Annually, Respondent McDonald's at 840 Atlantic Ave., in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 840 Atlantic Ave. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

47. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 840 Atlantic Ave.;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 840 Atlantic Ave.; and

(c) been a joint employer of the employees of Respondent McDonald's at 840 Atlantic Ave.

48. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's at 840 Atlantic Ave. within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 840 Atlantic Ave. within the meaning of Section 2(13) of the Act:

(a) [redacted] Owner

(b) [redacted] – General Manager

49. Respondent McDonald's at 840 Atlantic Ave., by [redacted] at the McDonald's located at 840 Atlantic Avenue, Brooklyn, NY:

(a) on occasions in July, August, and mid-November 2012, threatened employees with discharge because of their union activities and support.

(b) on an unspecified date, threatened employees with unspecified reprisals because of their union activities and support.

(c) about September 2012, threatened employees with discharge because of their union activities and support.

(d) on an unspecified date, threatened employees with discharge because of their union activities and support.

50. In about July or August 2012, Respondent McDonald's at 840 Atlantic Ave., by [redacted] at 840 Atlantic Ave., Brooklyn, NY

(a) interrogated employees about their union activities; and

(b) instructed employees to refrain from engaging in union activities.

51. In about October 2012, Respondent McDonald's at 840 Atlantic Ave., by [redacted] at 840 Atlantic Ave., Brooklyn, NY:

(a) engaged in surveillance of employees engaged in union activities;

(b) by telling employees he was watching them, created an impression among its employees that their union activities were under surveillance by Respondent McDonald's at 840 Atlantic Ave.; and

(c) instructed employees to refrain from engaging in union activities.

52. By the conduct described above in paragraphs 49 through 51, Respondents McDonald's and McDonald's at 840 Atlantic Ave., as joint employers, have 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.

53. The unfair labor practices of Respondents McDonald's and McDonald's at 840 Atlantic Ave. described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

McDonald's at 2142 Third Ave.

54. (a) At all material times, Respondent McDonald's at 2142 at Third Ave. has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 2142 at Third Ave. has been a Delaware limited liability company with an office and place of business at 220 W. 42nd Street, New York, NY 10036.

(c) Annually, Respondent McDonald's at 2142 at Third Ave., in conducting its business operations described above in subparagraphs (a) and (b),

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 2142 Third Ave. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

55. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 2142 Third Ave.;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 2142 Third Ave.; and

(c) been a joint employer of the employees of Respondent McDonald's at 2142 Third Ave.

56. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's at 2142 Third Ave. within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 2142 Third Ave. within the meaning of Section 2(13) of the Act:

(a) [redacted] Owner

(b) [redacted] – Director of Operations

(c) [redacted] Area Supervisor

57. About November 30, 2012, Respondent McDonald's at 2142 Third Ave., by [redacted] and [redacted] in the office located in the basement of 2142 Third Avenue, New York, NY, interrogated its employees about their union activities.

58. About December 1, 2012, Respondent McDonald's at 2142 Third Ave., by [redacted] in the office located in the basement of 2142 Third Avenue, New York, NY, interrogated its employees about their union activities.

59. About December 1, 2012, Respondent McDonald's at 2142 Third Ave., by [redacted] at 2142 Third Avenue, New York, NY, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union activity.

60. By the conduct described above in paragraphs 57 through 59, Respondents McDonald's and McDonald's at 2142 Third Ave., as joint employers, have 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.

61. The unfair labor practices of Respondents McDonald's and McDonald's at 2142 Third Ave. described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

McDonald's at 2049 Broadway

62. (a) At all material times, Respondent McDonald's at 2049 Broadway has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, Respondent McDonald's at 2049 Broadway has been a Delaware limited liability corporation with an office and place of business at 2049 Broadway, New York, NY 10023.

(c) Annually, Respondent McDonald's at 2049 Broadway, in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 2049 Broadway has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

63. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 2049 Broadway;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 2049 Broadway; and

(c) been a joint employer of the employees of Respondent McDonald's at 2049 Broadway.

64. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's at 2049 Broadway within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 2049 Broadway within the meaning of Section 2(13) of the Act:

(a) [redacted] Owner

(b) [redacted] – Director of Operations

(c) [redacted] General Manager

65. Respondent McDonald's at 2049 Broadway, by [redacted] at 2049 Broadway, New York, NY:

(a) about February 18, 2013, interrogated its employees about their union activity;

(b) about March 2013, interrogated its employees about their union activity;

(c) about March 2013, threatened its employees with unspecified reprisals because they engaged in union activity.

66. By the conduct described above in paragraph 65, Respondents McDonald's and McDonald's at 2049 Broadway, as joint employers, have 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.

67. The unfair labor practices of Respondents McDonald's and McDonald's at 2049 Broadway described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

McDonald's at 341 5th Ave.

68. (a) At all material times, Respondent McDonald's at 341 5th Ave. has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, Respondent McDonald's at 341 5th Ave. has been a New York limited liability company with an office and place of business at 341 5th Ave., New York, NY 10016.

(c) Annually, Respondent McDonald's at 341 5th Ave., in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 341 5th Ave. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

69. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 341 5th Ave.;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 341 5th Ave.; and

(c) been a joint employer of the employees of Respondent McDonald's at 341 5th Ave.

70. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's at 341 5th Ave. within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 341 5th Ave. within the meaning of Section 2(13) of the Act:

(a) [redacted] Owner

(b) [redacted] – Director of Operations

(c) [redacted] General Manager

71. About March 2013, Respondent McDonald's at 341 5th Ave., by [redacted] at 341 5th Avenue, New York, NY, told employees they were prohibited from talking with the union after working hours.

72. By the conduct described above in paragraph 71, Respondents McDonald's and McDonald's at 341 5th Ave., as joint employers, have 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.

73. The unfair labor practices of Respondents McDonald's and McDonald's at 341 5th Ave. described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

McDonald's at 1531 Fulton St.

74. (a) At all material times, Respondent McDonald's at 1531 Fulton St. has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 1531 Fulton St. has been a limited liability company with an office and place of business at 1531 Fulton Street, Brooklyn, NY 11216.

(c) Annually, Respondent McDonald's at 1531 Fulton St., in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 1531 Fulton St. has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

75. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 1531 Fulton St.;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 1531 Fulton St.; and

(c) been a joint employer of the employees of Respondent McDonald's at 1531 Fulton St.

76. At all material times, the following individuals held the positions set forth opposite their respective names and have been:

(a) supervisors of Respondent McDonald's at 1531 Fulton St. within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 1531 Fulton St. within the meaning of Section 2(13) of the Act:

(i) [redacted] - Owner

(ii) [redacted] – General Manager

(iii) [redacted] fill-in General Manager

(b) supervisors of Respondent McDonald's at 1531 Fulton St. within the meaning of Section 2(11) of the Act and/or agents of Respondent McDonald's at 1531 Fulton St. within the meaning of Section 2(13) of the Act:

(i) [redacted] Shift Manager

77. Respondent McDonald's at 1531 Fulton St., by [redacted] at 1531 Fulton St., Brooklyn, NY:

(a) about late January 2013, instructed employees to stop talking about the FFWC;

(b) about late January 2013, instructed employees to stop talking with FFWC organizers;

(c) about April 6, 2013, told employees they were prohibited from

(i) engaging in union activities; and

(ii) talking with coworkers about union activities.

(d) about April 6, 2013, asked employees to sign a document acknowledging they were told, and that they understood, that they were not to engage in union activities.

(e) about early August 2013, threatened its employees with discharge because they engaged in union activities.

78. About July 30, 2013, Respondent McDonald's at 1531 Fulton St., by [redacted] threatened its employees with discharge for engaging in Union activity.

79. About July 30, 2013, Respondent McDonald's at 1531 Fulton St., by [redacted] threatened its employees with unspecified reprisals for engaging in Union activity.

80. (a) About April 6, 2013, Respondent McDonald's at 1531 Fulton St. issued a written reprimand to its employee [redacted]

(b) Respondent McDonald's at 1531 Fulton St. engaged in the conduct described above in subparagraph (a) because [redacted] assisted the FFWC and engaged in concerted activities, and to discourage employees from engaging in these activities.

81. (a) About August 8, 2013, Respondent McDonald's at 1531 Fulton St. discharged its employee [redacted]

(b) Respondent McDonald's at 1531 Fulton St. engaged in the conduct described above in subparagraph (a) because [redacted] assisted the FFWC and engaged in concerted activities, and to discourage employees from engaging in these activities.

82. By the conduct described above in paragraphs 77 through 79, Respondents McDonald's and McDonald's at 1531 Fulton St., as joint employers, have 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.

83. By the conduct described above in paragraphs 80 and 81, Respondent McDonald's and McDonald's at 1531 Fulton St., as joint employers, have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

84. The unfair labor practices of Respondents McDonald's and McDonald's at 1531 Fulton St. described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

McDonald's at 4259 Broadway

85. (a) At all material times, Respondent McDonald's at 4259 Broadway has been engaged in the operation of a quick-service McDonald's restaurant.

(b) At all material times, McDonald's at 4259 Broadway has been a New York limited partnership with an office and place of business at 4259 Broadway, New York, NY 10033.

(c) Annually, Respondent McDonald's at 4259 Broadway, in conducting its business operations described above in subparagraphs (a) and (b)

(i) derives gross revenues valued in excess of $500,000 and

(ii) purchases products, goods, and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent McDonald's at 4259 Broadway has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

86. At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent McDonald's at 4259 Broadway;

(b) possessed and/or exercised control over the labor relations policies of Respondent McDonald's at 4259 Broadway; and

(c) been a joint employer of the employees of Respondent McDonald's at 4259 Broadway.

87. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's at 4259 Broadway within the meaning of Section 2(11) of the Act and agents of Respondent McDonald's at 4259 Broadway within the meaning of Section 2(13) of the Act:

(a) [redacted] Owner

(b) [redacted] – Director of Operations

(c) [redacted] – General Manager

88. About November 2012, Respondent McDonald's at 4259 Broadway, by [redacted] threatened its employees with restaurant closure if they selected a union as their bargaining representative.

89. About January 2013, Respondent McDonald's at 4259 Broadway, by [redacted]

(a) threatened its employees with reduced work hours if they selected a union as their bargaining representative; and

(b) threatened its employees with restaurant closure if they selected a union as their bargaining representative.

90. (a) About January 2013, Respondent McDonald's at 4259 Broadway ceased posting employees' work schedules.

(b) Respondent McDonald's at 4259 Broadway took the action identified in subparagraph (a) in response to union organizing.

91. About April 5, 2013, Respondent McDonald's at 4259 Broadway, by [redacted] told employees they were prohibited from accepting literature from union representatives.

92. By the conduct described above in paragraphs 88 through 91, Respondents McDonald's and McDonald's at 4259 Broadway, as joint employers, have 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.

93. The unfair labor practices of Respondents McDonald's and McDonald's at 4259 Broadway described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

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 January 2, 2015 or postmarked on or before January 1, 2015**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **File Case Documents,** enter the NLRB Case Number, and follow the detailed instructions. The 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 **March 30, 2015 at the Mary Taylor Walker Room at 26 Federal Plaza, Room 3614, New York, New York** 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: New York, New York
December 19, 2014

Karen P. Fernbach

Karen P. Fernbach
Regional Director
National Labor Relations
Region 02
26 Federal Plaza, Suite 3614
New York, NY 10278-3699

Attachments