

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**

**APOGEE RETAIL LLC d/b/a UNIQUE
THRIFT STORE**

and

**Cases 27-CA-191574
27-CA-198058**

KATHY JOHNSON, AN INDIVIDUAL

**JOINT MOTION TO WAIVE HEARING AND SUBMIT CASE TO THE NATIONAL
LABOR RELATIONS BOARD AND JOINT STIPULATION OF FACTS**

Savers Inc. d/b/a Unique Thrift Store, Savers and Value Village, whose correct name is Apogee Retail LLC d/b/a (Respondent), and Counsel for the General Counsel (General Counsel)(collectively the Parties), move to waive a hearing before an Administrative Law Judge (ALJ) and instead submit Cases 27-CA-191574 and 27-CA-198058 directly to the National Labor Relations Board (Board), pursuant to Section 102.35(a)(9) of the Board's Rules and Regulations, for determination. The transfer of the case to the Board will effectuate the purposes of the National Labor Relations Act (Act), and avoid unnecessary costs and delay.

If this motion is granted by the Board, the Parties agree to the following:

1. The entire record in this case consists of this Joint Motion to Waive Hearing and Submit Case to the Board and Joint Stipulation of Facts, which includes all the Joint Exhibits attached hereto, including: (a) the Charges and Amended Charge; (b) the

Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, and Respondent's Answer; (c) the Amended Consolidated Complaint and Notice of Hearing, and Respondent's Answer; (d) certain documents; and (e) each Party's Brief Statement of Position. If the Board grants this Motion, the record will also consist of the briefs of the Parties, once they are submitted to the Board. No oral testimony is necessary or desired by any of the parties.

2. The Parties waive their right to a hearing, findings of fact, conclusions of law, and order by an ALJ. The parties further waive their right to presentation of any evidence other than that contained in the Joint Stipulation of Facts and the attached Joint Exhibits.

3. In the event the Board grants this Motion, the parties request a reasonable amount of time to file simultaneous briefs with the Board.

Joint Stipulation of Facts

4. The Parties stipulate and agree to the following stipulations and Joint Exhibits:

(a) The charge in Case 27-CA-191574 was filed by Kathy Johnson, an individual (Johnson), on January 20, 2017, and a copy was served on Respondent by U.S. Mail on the same date. A copy of the charge is attached and marked as Joint Exhibit 1.

(b) The first amended charge in Case 27-CA-191574 was filed by Johnson on May 3, 2017, and a copy was served on Respondent by U.S. Mail on May 4, 2017. A copy of the charge is attached and marked as Joint Exhibit 2.

(c) The charge in Case 27-CA-198058 was filed by Johnson on May 3

2017, and a copy was served on Respondent by U.S. Mail on May 4, 2017. A copy of the charge is attached and marked as Joint Exhibit 3.

(d) On July 13, 2017, Richard F. Griffin, Jr., former General Counsel for the Board, issued an Order Transferring Cases from Region 27 to Region 19. A copy of the Order is attached and marked as Joint Exhibit 4.

(e) On September 22, 2017, the Regional Director for Region 19 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Complaint) in this matter, and a copy was served on Respondent on the same date. A copy of the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing is attached and marked as Joint Exhibit 5.

(f) On October 5, 2017, Respondent served its Answer to the Complaint and Affirmative Defenses (Answer) on all Parties. Respondent's Answer denied that it had violated the Act. A copy of Respondent's Answer to the Complaint is attached and marked as Joint Exhibit 6.

(g) On December 21, 2017, the Regional Director for Region 19, issued an Order Rescheduling Hearing to consider the ramifications of *The Boeing Co.*, 365 NLRB No. 154 (2017). A copy of the Order Rescheduling Hearing is attached as Joint Exhibit 7.

(h) On March 23, 2018, the Regional Director of Region 19 issued an Order Postponing Hearing Indefinitely. A copy of this Order is attached as Joint Exhibit 8.

(i) On August 22, 2018 (erroneously issued with the date "August 22, 2017"), Peter B. Robb, the current General Counsel for the Board, issued an Order Transferring Cases from Region 19 to Region 27. A copy of the Order is attached and marked as Joint Exhibit 9.

(j) On August 30, 2018, the Regional Director for Region 27 of the Board issued an Amended Consolidated Complaint and Notice of Hearing in Cases 27-CA-

191574 and 27-CA-198058. A copy of the Amended Consolidated Complaint and Notice of Hearing is attached and marked as Joint Exhibit 10.

(k) On September 13, 2018, Respondent served its Answer to the Amended Complaint and Affirmative Defenses on all Parties (Answer to Amended Complaint). Respondent's Answer to Amended Complaint denied that it had violated the Act in any manner. A copy of Respondent's Answer to the Amended Complaint is attached and marked as Joint Exhibit 11.

(l) The parties stipulate that the Respondent's correct name is Apogee Retail LLC d/b/a Unique Thrift Stores. All references in Joint Exhibits and this document to Savers, Inc. d/b/a Unique Thrift Store, Savers and Value Village are accordingly amended to read Apogee Retail LLC d/b/a Unique Thrift Stores.

(m) At all material times, Respondent has been a State of Washington corporation, headquartered in Bellevue, Washington, engaged in the operation of retail stores selling second-hand clothing and other items in locations throughout the United States, including a store in Aurora, Colorado that has since closed.

(n) In conducting its operations described above in paragraph 4(m) during all material times, Respondent derived gross revenues in excess of \$500,000 and purchased and received at its Aurora, Colorado facility goods and services valued in excess of \$5,000 from points located directly outside the State of Colorado.

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

(p) At all material times, Respondent maintained in its nationwide Code of Business Conduct and Ethics, the following provision:

Report Illegal or Unethical Behavior

Reporting persons and those who are interviewed are expected to maintain confidentiality regarding these investigations. Additionally,

they are not to conduct investigations themselves unless Savers' investigators require assistance

(q) At all material times, Respondent maintained in its nationwide Loss Prevention Manual the following sign-off provision:

The following list, neither all-inclusive nor exhaustive, are examples of behaviors that can have an adverse effect on the company and may lead to disciplinary action, up to and including termination...

....unauthorized discussion or interview with other team members

(r) Respondent's Code of Business Conduct and Ethics is attached and marked as Joint Exhibit 12. It is disseminated to all its employees.

(s) Respondent's Loss Prevention Manual is attached and marked as Joint Exhibit 13. It is disseminated to all its employees.

(t) The Parties stipulate that Respondent promulgated, disseminated and maintained at all material times the provisions described above in paragraphs 4(p) and 4(q), that any modification, rescission or enforcement of provisions described above in paragraphs 4(p) and 4(q) are not at issue in these proceedings.

(u) Respondent asserts the following business reasons for maintaining the provisions described in paragraphs 4(p) and 4(q) above:

- The retail industry experiences billions of dollars in theft each year. A significant portion of that theft involves various types of employee theft requiring diligent and effective investigations;
- Employees have expressed reluctance to cooperate in investigations out of fear of being labeled a "whistleblower," "rat" or "snitch." This hinders the ability of the employer to act quickly and decisively;

- Cases involving multiple suspects prevents the potential leak of critical investigative information to other potential suspects;
- Proving false allegations or claims made in bad-faith, is difficult to do when the employer cannot get to the factual truth when people discuss what they know, believe or perceive what other witnesses say during investigations;
- The rule against required confidentiality of workplace investigations can place employees and the company at unnecessary risk, including physical risk;
- Allowing a company better controls to create and sustain stronger safe harbors for employees when reporting serious issues that require an investigation, is necessary; prohibiting the employer from requiring confidentiality hampers effective and thorough investigations;
- Often, investigation yields facts later on in the process that would have indicated that confidentiality should have been required at the outset of the investigation;
- Employees interviewed during investigations almost always ask for confidentiality.

(v) Respondent further asserts that it has conducted multiple investigations in which the inability to require confidentiality has hindered the investigation. These investigations include cases in which:

- Respondent was unable to substantiate allegations because the information gathered was not credible because the parties were either coached or they discussed ahead of time what they would say so that their information was the same or similar;

- Accusers openly discussed and attempted to influence others to make similar statements perpetuating alleged retaliatory actions that were occurring. And at the end, because of these actions, Respondent was unable to substantiate if someone was working in an unsafe manner and placing others at risk;
- A manager was under investigation. Employees were afraid of repercussions if they didn't follow along with manager's threats of retaliation. The lack of confidentiality placed involved employees in uncomfortable situations that were unnecessary, negatively impacted morale, etc.;
- A manager was accused of favoritism. The accused engaged in threatening and intimidating behavior. The employee receiving preferential treatment made disparaging comments to customers based on knowledge of the accusation and accusers;
- Employees shared details of the conversation they had with Employee Relations to multiple employees. The details shared were damaging to an employee's reputation to the point that the employee was unable to return to work;
- Respondent was unable to trust the credibility of employee statements because the employees spoke openly with each other about what they knew or believed, making it difficult to determine fact from fiction. The employees intentionally took advantage of the lack of confidentiality requirement to manipulate the outcome;
- The inability to require confidentiality allowed an individual to directly threaten others and/or engage in retaliatory behavior;
- An employee threatened to physically assault a co-worker if the co-worker did not support the accused in an investigation;

- An ex-employee shared that she knew the employer could not keep information learned in an investigation 100% confidential and because she was in fear of retaliation, she resigned rather than complained about a situation.

(w) General Counsel takes no position on the veracity of Respondent's assertions in paragraphs 4(u) and (v) and General Counsel asserts that Respondent's proffered business reasons in paragraphs 4(u) and 4(v) are not relevant to the determination of whether Respondent's maintenance of the rules in paragraphs 4(p) and (q) violates the Act.

(x) The Charging Party worked at Respondent's Aurora, Colorado store from about October 2015 to September 2016. The Charging Party was terminated for conduct unrelated to the rules in paragraph 4(p) and (q). Respondent permanently closed its Aurora, Colorado store on about April 30, 2017. Respondent has not disciplined any employee for violating the rules in paragraph 4(p) and (q).

(y) There are no unions present at any of Respondent's stores, nor has there been any union organizing.

(z) The Parties agree that to the extent that there are minor variations between the allegations in the Complaint and the Amended Complaint and the facts set forth in this Joint Stipulation, the Complaints are amended to conform to the Joint Stipulation.

(aa) This Stipulation of Facts, including the attached Joint Exhibits, contains the entire agreement between the Parties, there being no other agreement of any kind, oral or otherwise, expressed or implied, which varies, alters or adds to the Stipulation of Facts.

(bb) This Stipulation is made without prejudice to any objection that any Party may have as to the relevancy of any facts or assertions stated herein. By entering into

this Joint Motion, Respondent does not waive any of the objections or defenses, including any affirmative defenses, asserted in its Answers.

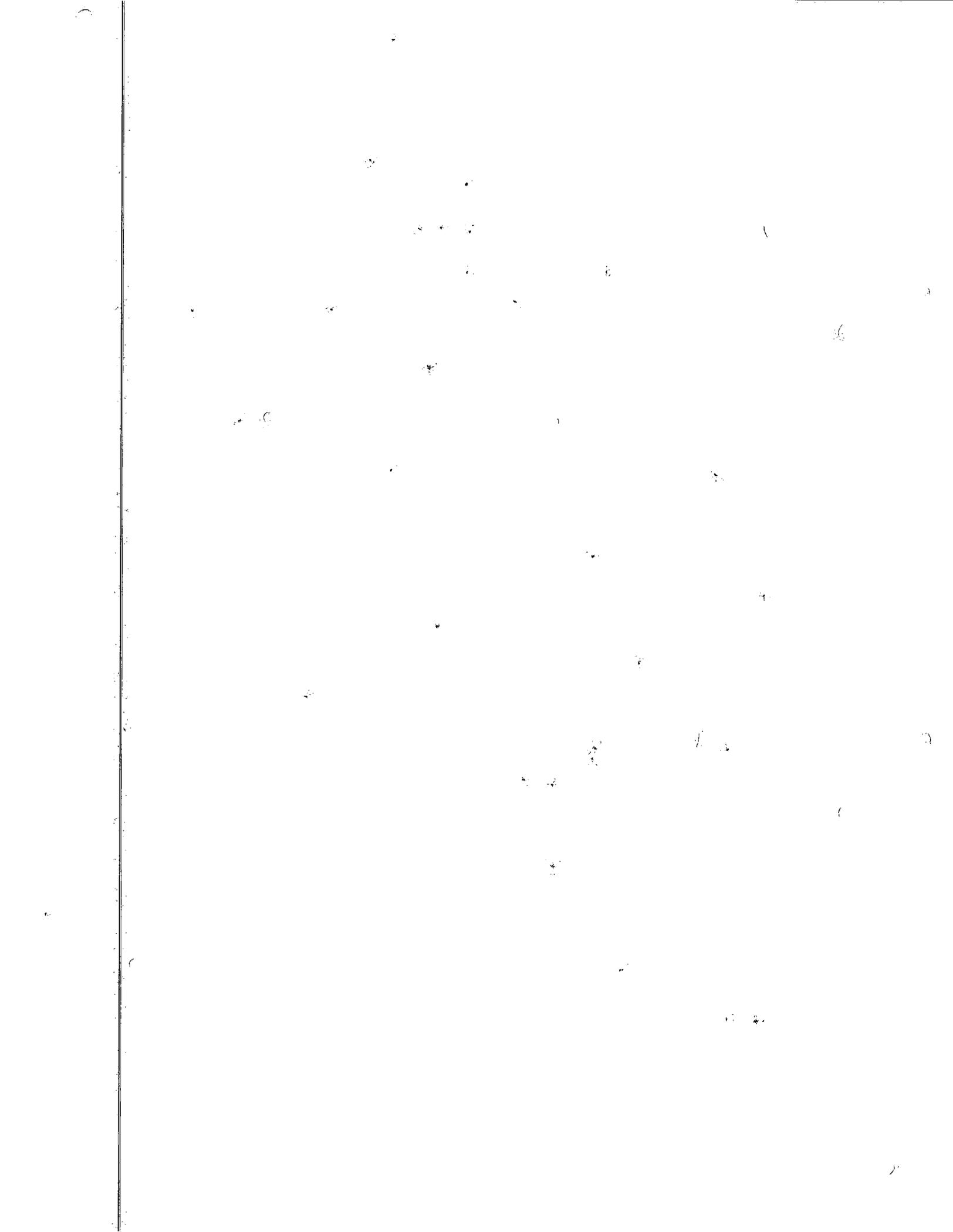
Statement of Issues Presented

Based on the foregoing factual stipulations, the Parties agree that the issues to be resolved in this matter are: (a) whether Respondent violated Section 8(a)(1) of the Act by maintaining the rule described above in paragraphs 4(p) and 4(q); and (b) if the Board determines that there is merit to the allegations in the Amended Complaint, whether the appropriate remedy should include, but not be limited to, rescission of the provisions in paragraphs 4(p) and 4(q) above, and the posting of a Notice to Employees at all of Respondent's locations where the rules were maintained.

Statements of Position of the Parties

This matter raises issues under *The Boeing Co.*, 365 NLRB No. 154 (2017). The General Counsel's position, as will be expanded upon by brief, is that Respondent's maintenance of the confidentiality provisions described above in paragraphs 4(p) and (q) of the Statement of Issues, violates Section 8(a)(1) of the Act. The rules essentially prohibit employees from discussing terms and conditions of employment, including workplace disciplinary investigations, with their co-workers and there are no business justifications for this prohibition. The General Counsel requests, in accordance with Board policy, rescission of the policies, a corporate-wide remedy, and that Respondent post a Notice to Employees at all of its retail stores where the provisions were maintained.

Respondent's position, as will be expanded by brief, is that this matter raises issues under *The Boeing Co.*, 365 NLRB No. 154 (2017) and related case law. The rules are facially neutral, the context and business justifications for the policy support the placement of the rules in the Code of Business Conduct and Loss Prevention Manual, and the express wording, context and application of the rules do not prohibit employees



from discussing terms and conditions of employment with their co-workers. Respondent requests dismissal of Case Nos. 27-CA-191574 and 27-CA-198058 in their entirety.

Respectfully submitted,

DATED: October 18, 2018

COUNSEL FOR THE GENERAL COUNSEL

By: 
Renée C. Barker
Counsel for the General Counsel

DATED: October 17, 2018

APOGEE RETAIL, LLC
D/B/A UNIQUE THRIFT STORES

By: 
Matthew W. Lynch, Attorney
Sebris Busto James

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
27-CA-191574	1/20/2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Unique Thrift Store		b. Tel. No. (303)283-0364
		c. Cell No.
d. Address (street, city, state ZIP code) Iliff Crossings Shopping Center, 16801 E. Iliff Avenue Aurora, CO 80013	e. Employer Representative Kevin Cho	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Aurora, CO
i. Type of Establishment (factory, nursing home, hotel) Retail	j. Principal Product or Service Clothing and household items	k. Number of workers at dispute location

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

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

Within the past six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by telling employees that they could not talk about their wages, raises, or bonuses.

Within the past six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining policies that prohibit employees from disclosing confidential information and from discussion of company investigations with other employees

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Kathy Johnson

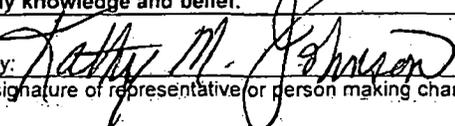
4a. Address (street and number, city, state, and ZIP code) 1140 Colorado Boulevard Apartment 710 Denver, CO 80206-3625	4b. Tel. No. (720)422-7086
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

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

Tel. No.
(720)422-7086

By: 
(signature of representative or person making charge)

Kathy Johnson, Individual
Print Name and Title

Office, if any, Cell No.

Address: 1140 Colorado Boulevard
Apartment 710
Denver, CO 80206-3625

Date: 1-11-2017

Fax No.

e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however,

NATIONAL LAW
RELATIONS BOARD
REGION 27

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DENVER, CO 80202

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
AMENDED CHARGE AGAINST EMPLOYER

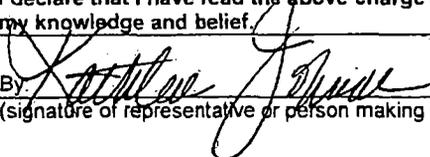
DO NOT WRITE IN THIS SPACE	
Case	Date Filed
27-CA-191574	5/3/17

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT.

a. Name of Employer Savers, Inc. d/b/a Unique Thrift Store, Savers and Value Village		b. Tel. No. (1) 425-462-1515 (2) 303-283-0364
d. Address (street, city, state ZIP code) (1) 11400 SE 6 th Street, Suite 220 Bellvue WA 98004-6423 (2) 16801 East Iliff Avenue Aurora, CO 80013		c. Cell No.
e. Employer Representative (1) Kenneth Alterman (2) Kevin Cho		f. Fax No.
i. Type of Establishment (factory, nursing home, hotel) Retail		g. e-Mail
j. Principal Product or Service Clothing and household items		h. Dispute Location (City and State) Aurora, CO
		k. Number of workers at dispute location
l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the past six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by telling employees that they could not talk about their wages, raises, or bonuses. Within the past six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining policies at all of its stores, including Unique Thrift Stores, Savers and Value Village stores, which prohibit employees from discussing company investigations with other employees.		

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Kathy Johnson	
4a. Address (street and number, city, state, and ZIP code)	4b. Tel. No. (720)422-7086
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By:  (signature of representative or person making charge)	Kathy Johnson, Individual Print Name and Title
Address:	Date: 5/3/2017
Tel. No. (720)422-7086	
Office, if any, Cell No.	
Fax No.	
e-Mail kathyjpeaches@gmail.com	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information or assist the National Labor Relations Board in the Federal Register, NLRB is voluntary; however, fair information to the

RECEIVED

MAY 3 2017

NLRB Region 27

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
27-CA-198058	5-3-17

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Savers, Inc. d/b/a Unique Thrift Store, Savers and Value Village		b. Tel. No. (1) 425-462-1515 (2) 303-283-0364
		c. Cell No.
d. Address (street, city, state ZIP code) (1) 11400 SE 6 th Street, Suite 220 Bellvue WA 98004-6423 (2) 16801 East Iliff Avenue Aurora, CO 80013	e. Employer Representative (1) Kenneth Alterman (2) Kevin Cho	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Aurora, CO
i. Type of Establishment (factory, nursing home, hotel) Retail	j. Principal Product or Service Clothing and household items	k. Number of workers at dispute location

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

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

Within the past six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining overly broad policies at all of its stores that prohibit employees from discussing company investigations with other employees, restrict the use of recording devices at work, restrict the manner in which complaints may be made by employees, and references circumstances where employees may be disciplined when asking questions or voicing concerns.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Kathy Johnson

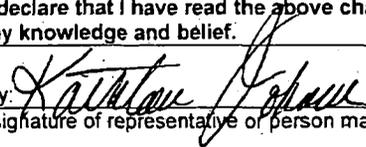
4a. Address (street and number, city, state, and ZIP code)	4b. Tel. No. (720)422-7086
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

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

Tel. No.
(720)422-7086

By: 
(signature of representative of person making charge)

Kathy Johnson, Individual
Print Name and Title

Office, if any, Cell No.

Address:

Date: May 3, 2017

Fax No.

e-Mail
kathyjpeaches@gmail.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register. Your response to this information to the NLRB is voluntary; however,

RECEIVED

MAY 3 2017

NLRB Region 27

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

In the Matter of

Savers, Inc. d/b/a Unique Thrift Store
Savers and Value Village

and

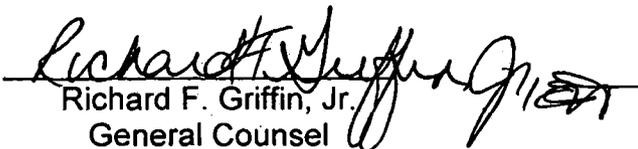
Cases 27-CA-191574 and 27-CA-198058

Kathy Johnson, An Individual

ORDER TRANSFERRING CASES
FROM REGION 27 TO REGION 19

Cases 27-CA-191574 and 27-CA-198058, having been filed with the Regional Director for Region 27, and the General Counsel of the Board having duly considered the matter, and deeming it necessary in order to effectuate the purposes of the National Labor Relations Act, and to avoid unnecessary costs and delay,

IT IS HEREBY ORDERED, in accordance with the Rules and Regulations of the National Labor Relations Board that Cases 27-CA-191574 and 27-CA-198058 be, and hereby are, transferred to and continued in Region 19.


Richard F. Griffin, Jr.
General Counsel

Dated: July 13, 2017

at Washington, DC

cc: Region 27 and Region 19

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

SAVERS, INC. D/B/A UNIQUE THRIFT
STORE, SAVERS AND VALUE VILLAGE

and

Cases 27-CA-191574
27-CA-198508

KATHY JOHNSON, an Individual

ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING

Pursuant to § 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 27-CA-191574 and 27-CA-198508, which are based on charges filed by Kathy Johnson ("Johnson"), an Individual, against Savers, Inc. d/b/a Unique Thrift Store, Savers and Value Village ("Respondent"), are consolidated.

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

1

(a) The charge in Case 27-CA-191574 was filed by Johnson on January 20, 2017, and a copy was served on Respondent by U.S. mail on January 20, 2017

(b) The first amended charge in Case 27-CA-191574 was filed by Johnson on May 3, 2017, and a copy was served on Respondent by U.S. mail on May 4, 2017.

1

(c) The charge in Case 27-CA-198058 this proceeding was filed by was filed by Johnson on May 3, 2017, and a copy was served on Respondent by U.S. mail on May 3, 2017

2

(a) Respondent, a State of Washington corporation with an office and place of business in Bellevue, Washington, is engaged in the retail sale of clothing and other items.

(b) In conducting its operations described above in paragraph 2(a) during the past 12 months, which period is representative of all material times, Respondent has derived gross revenues in excess of \$500,000

(c) In conducting its operations described above in paragraph 2(a) during the past 12 months, which period is representative of all material times, Respondent has purchased and received goods in the State of Washington valued in excess of \$50,000 directly from points located outside the State of Washington

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

3.

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

Kevin Cho	-	Store Manager
Silas Coelho	-	Production Manager

2

4.

(a) At all material times Respondent has maintained the following provisions in its nation-wide Code of Business Conduct and Ethics:

(i) 1. Report Illegal or Unethical Behavior

If you have a legitimate complaint regarding Savers, you should air this complaint in a respectful and professional manner to Management so that it can be properly addressed. Be as positive as possible, and try to offer suggestions that might resolve the issue. Avoid unprofessional behavior that has a negative impact on other team members and customers.

Team members are expected to cooperate fully in investigations and answer any questions truthfully and to the best of their ability. Reporting persons and those who are interviewed are expected to maintain confidentiality regarding these investigations. Additionally, they are not to conduct investigations themselves unless Savers' investigators request assistance.

(ii) 2. Create an open and productive work environment

Other workplace conduct that is prohibited because of its inconsistency with this code includes: . . . (4) the use of recording devices, including videophones and Web cameras, for other than management approved purposes .

If you have a legitimate complaint regarding Savers, you should air this complaint in a respectful and professional manner to Management so that it can be properly addressed. Be as positive as possible, and try to offer suggestions that might resolve the issue. Avoid unprofessional behavior that has a negative impact on other team members, customers or our non-profit partners.

(b) At all material times Respondent has maintained the following sign-off provision in its nation-wide Loss Prevention Manual

The following list, neither all-inclusive nor exhaustive, are examples of behaviors that can have an adverse effect on the company and may lead to disciplinary action, up to and including termination

Refusing to courteously [sic] cooperate in any company investigation. This includes, but is not limited to, unauthorized discussion of investigation or interview with other team members

5.

By the conduct described above in paragraph 4, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act.

6.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondent to rescind the provisions described above in paragraph 4 and notify its employees at all locations nationwide of the rescission.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be received by this office on or before October 6, 2017, or postmarked on or before October 5, 2017. 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.nlr.gov, click on **E-File 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 § 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 consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 9th day of January, 2018, at 9 am, in the James C. Sand Hearing Room of the Jackson Federal Building, 915 2nd Avenue, Seattle, Washington, 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 consolidated 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 at Seattle, Washington, this 22nd day of September, 2017.



RONALD K HOOKS
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Attachments

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7 **UNITED STATES OF AMERICA**
8 **BEFORE THE NATIONAL LABOR RELATIONS BOARD**
9 **REGION 19**

10 **SAVERS, INC. D/B/A UNIQUE THRIFT**
11 **STORES, SAVERS AND VALUE**
12 **VILLAGE,**

13 **and**

14 **KATHY JOHNSON, an individual**

Case Nos. 27-CA-191574
27-CA-198058

ANSWER

15 **ANSWER**

16 Respondent, Apogee Retail LLC ("the Employer"), by their undersigned attorneys, for
17 their Answer to the Consolidated Complaint and Notice of Hearing ("Complaint") filed by the
18 Regional Director of Region 19 of the National Labor Relations Board, states as follows:

19 **GENERAL DENIAL**

20 Except as expressly stated herein, the Employer denies each and every allegation
21 contained in the Complaint, including, without limitation, any allegations contained in the
22 preamble, headings, or subheadings of the Complaint, and the Employer specifically denies that
23 it violated the National Labor Relations Act ("NLRA") in any of the manners alleged in the
24 Complaint or in any other manner. Pursuant to Section 102.20 of the Board's rules, averments in
25 the Complaint to which no responsive pleading is required shall be deemed as denied. The
26 Employer reserves the right to seek to amend and/or supplement its Answer as may be necessary.

27
ANSWER - 1

JOINT EXHIBIT 6

SEBRIS BUSTO JAMES
14205 SE 36th Street, Suite 325
Bellevue, Washington 98006
(425) 454-4233

1 DEFENSES

2 Without assuming any burden of proof, persuasion or production not otherwise legally
3 assigned to it as to any element of the claims alleged in the Complaint, the Employer asserts the
4 following defenses:

5 1. The Complaint and each purported claim for relief stated therein fail to allege
6 facts sufficient to state a claim upon which relief may be granted.

7 2. The Employer has not violated Section 8(a)(1) of the NLRA as it has not
8 interfered with, restrained, or coerced employees in the exercise of their rights protected by the
9 NLRA.

10 RESPONSE TO SPECIFIC ALLEGATIONS OF THE COMPLAINT

11 AND NOW, incorporating the foregoing, the Employer states as follows in response to
12 the specific allegations of the Complaint:

13 Preamble: The Employer denies the allegations contained in the Preamble, except to
14 admit that the individual has charged in cases 27-CA-191574 and 27-CA-198058 that the
15 Employer engaged in unfair labor practices prohibited by the NLRA, and that the Regional
16 Director of Region 19 of the NLRB has issued this Complaint based upon the individual's
17 charge.

18 1. (a) The Employer lacks information and knowledge sufficient to form a belief
19 as to the allegations of Paragraph 1(a).

20 (b) The Employer lacks information and knowledge sufficient to form a belief
21 as to the allegations of Paragraph 1(b).

22 (c) The Employer lacks information and knowledge sufficient to form a belief
23 as to the allegations of Paragraph 1(c).

24 2. (a) The Employer denies the allegations of paragraph 2(a). The correct name
25 of the Employer of Ms. Johnson was Apogee Retail LLC, doing business as Unique Thrift
26 Stores.

1 (b) The Employer denies the allegations of paragraph 2(b), except that the
2 Employer admits it derived gross revenue exceeding \$500,000 for the past twelve (12) months.

3 (c) The Employer denies the allegations of paragraph 2(c), except that the
4 Employer admits it purchased goods and services from points outside the state of Colorado in
5 excess of \$50,000.

6 (d) The Employer admits the allegations of Paragraph 2(d).

7 3. The Employer admits that the individuals named in Paragraph 3 are or were
8 agents, supervisors and/or managerial employees of certain stores of Apogee Retail LLC doing
9 business as Unique Thrift Stores.

10 4. (a) The Employer denies the allegations of paragraph 4(a), except the
11 Employer admits the provisions alleged in paragraph 4(a) are portions of its Code of Business
12 Conduct and Ethics.

13 (b) The Employer denies the allegations of paragraph 4(b), except the
14 Employer admits the provisions alleged in paragraph 4(b) are portions of its Loss Prevention
15 Manual.

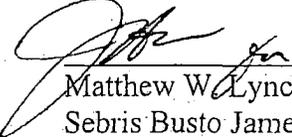
16 5. The Employer denies the allegations of Paragraph 5.

17 6. The Employer denies the allegations of Paragraph 6.

18 The Employer reserves the right to raise any additional defenses not asserted herein of
19 which it may become aware through investigation, as may be appropriate at a later time.

20 Dated this 5th day of October 2017.

21 Respectfully submitted,

22 
23 _____
24 Matthew W. Lynch

25 Sebris Busto James
26 14205 SE 36th St., Ste. 325
27 Bellevue, Washington 98006
Tel: 425-450-3387
Fax: 425-453-9005
mlynch@sebrisbusto.com

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

SAVERS, INC. D/B/A UNIQUE THRIFT STORE,
SAVERS AND VALUE VILLAGE

and

Cases 27-CA-191574
27-CA-198058

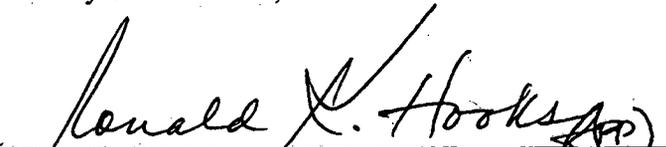
KATHY JOHNSON, an Individual

ORDER RESCHEDULING HEARING

In order to consider the ramifications of *Boeing*, 365 NLRB No. 154 (2017), on this matter,

IT IS HEREBY ORDERED that the hearing in the above-entitled matter is rescheduled from January 9, 2018, at 9:00 a.m. to 9:00 a.m. on April 10, 2018, in the James C. Sand Hearing Room, 2966 JACKSON FEDERAL BUILDING, 915 2ND AVENUE, SEATTLE, WA 98174. The hearing will continue on consecutive days thereafter until concluded.

DATED at Seattle, Washington, this 21st day of December, 2017.



RONALD K. HOOKS, REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

SAVERS, INC. D/B/A UNIQUE THRIFT STORE,
SAVERS AND VALUE VILLAGE

and

Cases 27-CA-191574
27-CA-198058

KATHY JOHNSON, an Individual

ORDER POSTPONING HEARING INDEFINITELY

IT IS ORDERED that the hearing in the above matter set for Tuesday, April 10, 2018, in Seattle, Washington, is hereby postponed indefinitely.

DATED at Seattle, Washington, this 23rd day of March, 2018.



RONALD K. HOOKS, REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD,
REGION 19
915 2ND AVE STE 2948
SEATTLE, WA 98174-1006

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

SAVERS, INC. D/B/A UNIQUE THRIFT STORE,
SAVERS AND VALUE VILLAGE

and

KATHY JOHNSON, an Individual

Cases 27-CA-191574
27-CA-198058

AFFIDAVIT OF SERVICE OF: ORDER POSTPONING HEARING INDEFINITELY.

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 23, 2018, I served the above-entitled document(s) by regular mail and email upon the following persons, addressed to them at the following addresses:

Matthew W. Lynch, Attorney
Sebris Busto James
14205 SE 36th St. Ste. 325
Bellevue, WA 98006-1596
Email: mlynch@sebrusbusto.com

Kenneth Alterman
Savers, Inc. d/b/a Unique Thrift Store, Savers
and Value Village
11400 SE 6th St Ste 220
Bellevue, WA 98004-6423

Kevin Cho
Savers, Inc. d/b/a Unique Thrift Store, Savers
and Value Village
Ilf Crossings Shopping Center
16801 E Iliff Ave.
Aurora, CO 80013-1136

Kathy Johnson
no address
Denver, CO 80202
Phone: (720) 461-6859
Email: kathyjpeaches@gmail.com

March 23, 2018

Date

Dennis J. Snook, Designated Agent of NLRB

Name



Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

In the Matter of

Savers, Inc. d/b/a Unique Thrift Store
Savers and Value Village

and

Cases 27-CA-191574 and 27-CA-198058

Kathy Johnson, An Individual

ORDER TRANSFERRING CASES
FROM REGION 19 TO REGION 27

Cases 27-CA-191574 and 27-CA-198058, having been filed with the Regional Director for Region 27, and the General Counsel of the Board having duly considered the matter, and deeming it necessary in order to effectuate the purposes of the National Labor Relations Act, and to avoid unnecessary costs and delay,

IT IS HEREBY ORDERED, in accordance with the Rules and Regulations of the National Labor Relations Board that Cases 27-CA-191574 and 27-CA-198058 be, and hereby are, transferred back to and continued in Region 27


Peter B. Robb
General Counsel

Dated: August 22, 2017

at Washington, DC

cc: Region 27 and Region 19

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27

SAVERS, INC. D/B/A UNIQUE THRIFT STORE,
SAVERS AND VALUE VILLAGE

and

Cases 27-CA-191574
27-CA-198058

KATHY JOHNSON, AN INDIVIDUAL

AMENDED CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

This Amended Consolidated Complaint and Notice of Hearing is based on charges filed by Kathy Johnson (Johnson), an Individual, against Savers, Inc. d/b/a Unique Thrift Store, Savers and Value Village (Respondent). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1.

(a) The charge in Case 27-CA-191574 was filed by Johnson on January 20, 2017, and a copy was served on Respondent by U.S. mail on the same date.

(b) The first amended charge in Case 27-CA-191574 was filed by Johnson on May 3, 2017, and a copy was served on Respondent by U.S. mail on May 4, 2017

(c) The charge in Case 27-CA-198058 was filed by Johnson on May 3, 2017, and a copy was served on Respondent by U.S. mail on May 4, 2017

2.

(a) Respondent, a State of Washington corporation headquartered in Bellevue, Washington, is engaged in the operation of a chain of for profit retail stores selling second hand clothing and other items in locations throughout the United States, including one in Seattle, Washington.

(b) In conducting its operations described above in paragraph 2(a) during the past 12 months, which period is representative of all material times, Respondent has derived gross revenues in excess of \$500,000.

(c) In conducting its operations described above in paragraph 2(a), during the past 12 months, which period is representative of all material times, Respondent has purchased and received goods in the State of Washington valued in excess of \$50,000 directly from points located outside the State of Washington.

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

3.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of

Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act.

Kevin Cho	-	Store Manager
Silas Coelho	-	Production Manager

4.

(a) At all material times, Respondent has maintained the following provision in its nationwide Code of Business Conduct and Ethics:

1. Report Illegal or Unethical Behavior

Reporting persons and those who are interviewed are expected to maintain confidentiality regarding these investigations. Additionally, they are not to conduct investigations themselves unless Savers' investigators require assistance

(b) At all material times, Respondent has maintained the following sign-off provision in its nationwide Loss Prevention Manual:

The following list, neither all-inclusive nor exhaustive, are examples of behaviors that can have an adverse effect on the company and may lead to disciplinary action, up to and including termination.

unauthorized discussion of investigation or interview with other team members.

5.

By the conduct described above in paragraph 4, 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.

6.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondent to rescind the provisions described above in paragraph 4 and notify its employees at all locations nationwide of the rescission.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the amended consolidated complaint. The answer must be **received by this office on or before September 13, 2018, or postmarked on or before September 12, 2018.** 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.nlr.gov, click on **E-File 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 amended consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on Tuesday, October 23, 2018, at 9:00 a.m., in the Region 27 Hearing Room of the Byron Rogers Federal Office Building, 1961 Stout Street, Suite 13-103, Denver, Colorado 80294, 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 amended consolidated 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: August 30, 2018



PAULA SAWYER
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 27
BYRON ROGERS FEDERAL OFFICE
BUILDING
1961 STOUT STREET, SUITE 13-103
DENVER, CO 80294

Attachments

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7 UNITED STATES OF AMERICA
8 BEFORE THE NATIONAL LABOR RELATIONS BOARD
9 REGION 27

10 SAVERS, INC. D/B/A UNIQUE THRIFT
11 STORES, SAVERS AND VALUE
12 VILLAGE,

13 and

14 KATHY JOHNSON, an individual

Case Nos. 27-CA-191574
27-CA-198058

ANSWER TO AMENDED
CONSOLIDATED COMPLAINT

15 ANSWER

16 Respondent, Apogee Retail LLC ("the Employer"), by their undersigned attorneys, for
17 their Answer to the Amended Consolidated Complaint and Notice of Hearing ("Amended
18 Complaint") filed by the Regional Director of Region 27 of the National Labor Relations Board,
19 states as follows:

20 GENERAL DENIAL

21 Except as expressly stated herein, the Employer denies each and every allegation
22 contained in the Amended Complaint, including, without limitation, any allegations contained in
23 the preamble, headings, or subheadings of the Amended Complaint, and the Employer
24 specifically denies that it violated the National Labor Relations Act ("NLRA") in any of the
25 manners alleged in the Amended Complaint or in any other manner. Pursuant to Section 102.20
26 of the Board's rules, averments in the Amended Complaint to which no responsive pleading is
27

ANSWER - 1

JOINT EXHIBIT II

SEBRIS BUSTO JAMES
14205 SE 36th Street, Suite 325
Bellevue, Washington 98006
(425) 454-4233

1 required shall be deemed as denied. The Employer reserves the right to seek to amend and/or
2 supplement its Answer as may be necessary.

3 DEFENSES

4 Without assuming any burden of proof, persuasion or production not otherwise legally
5 assigned to it as to any element of the claims alleged in the Amended Complaint, the Employer
6 asserts the following defenses:

7 1. The Amended Complaint and each purported claim for relief stated therein fail to
8 allege facts sufficient to state a claim upon which relief may be granted.

9 2. The Employer has not violated Section 8(a)(1) of the NLRA as it has not
10 interfered with, restrained, or coerced employees in the exercise of their rights protected by the
11 NLRA.

12 RESPONSE TO SPECIFIC ALLEGATIONS OF THE AMENDED COMPLAINT

13 AND NOW, incorporating the foregoing, the Employer states as follows in response to
14 the specific allegations of the Amended Complaint:

15 Preamble: The Employer denies the allegations contained in the Preamble, except to
16 admit that the individual has charged in cases 27-CA-191574 and 27-CA-198058 that the
17 Employer engaged in unfair labor practices prohibited by the NLRA, and that the Regional
18 Director of Region 27 of the NLRB has issued this Amended Complaint based upon the
19 individual's charge.

20 1. (a) The Employer admits the allegations of Paragraph 1(a).

21 (b) The Employer admits the allegations of Paragraph 1(b).

22 (c) The Employer admits the allegations of Paragraph 1(c).

23 2. (a) The Employer denies the allegations of paragraph 2(a). The correct name
24 of the Employer of Ms. Johnson was Apogee Retail LLC, doing business as Unique Thrift
25 Stores.

26 (b) The Employer denies the allegations of paragraph 2(b), except that the
27 Employer admits it derived gross revenue exceeding \$500,000 for the past twelve (12) months.

1 (c) The Employer denies the allegations of paragraph 2(c), except that the
2 Employer admits it purchased goods and services from points outside the state of Colorado in
3 excess of \$50,000.

4 (d) The Employer admits the allegations of Paragraph 2(d).

5 3. The Employer admits that the individuals named in Paragraph 3 are or were
6 agents, supervisors and/or managerial employees of certain stores of Apogee Retail LLC doing
7 business as Unique Thrift Stores.

8 4. (a) The Employer denies the allegations of paragraph 4(a), except the
9 Employer admits the provisions alleged in paragraph 4(a) are portions of its Code of Business
10 Conduct and Ethics.

11 (b) The Employer denies the allegations of paragraph 4(b), except the
12 Employer admits the provisions alleged in paragraph 4(b) are portions of its Loss Prevention
13 Manual.

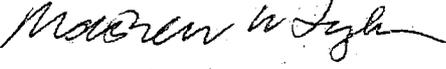
14 5. The Employer denies the allegations of Paragraph 5.

15 6. The Employer denies the allegations of Paragraph 6.

16 The Employer reserves the right to raise any additional defenses not asserted herein of
17 which it may become aware through investigation, as may be appropriate at a later time.

18 Dated this 13th day of September 2018.

19 Respectfully submitted,

20 

21 Matthew W. Lynch
22 Sebris Busto James
23 14205 SE 36th St., Ste. 325
24 Bellevue, Washington 98006
25 Tel: 425-450-3387
26 Fax: 425-453-9005
27 mlynch@sebrisbusto.com

Savers Code of Business Conduct and Ethics

JOINT EXHIBIT 12

Introduction

As Savers, Inc. team members, throughout the course of our employment, and within our own roles, we will frequently encounter a variety of ethical and legal questions.

There are no shortcut formulas or automatic answers to the choices we have to make in business today; however, we should decide these questions in ways that are consistent with Savers' values. In some instances, the Code of Business Conduct and Ethics will only be able to provide a baseline standard for our actions - but underlying these guidelines are the values we share at Savers:

- Embrace honesty, integrity and ethics in all aspects of the business
- Recognize that team members are the source of our success
- Provide benefits for our community through our non profit alliances and recycling efforts
- Offer our customer the best selection of resale goods
- Foster a continuous improvement culture to maximize long term financial growth

As simple statements, our values may not provide obvious answers in all instances, but they give - or should give - very clear reasons why we make the choices we do. You will have many opportunities to make such choices in situations that are not covered by this Code. But you will not come across a major decision at Savers where our values would not be applicable. And because of the values we share, it is unacceptable to act in a way that is contrary to our Code.

At Savers, the Chief Executive Officer and senior executives are responsible for setting standards of business ethics and overseeing compliance with these standards. Savers' Code of Business Conduct and Ethics illustrates the shared accountability each team member has in conducting Savers business with honesty and integrity. In all instances every team member must obey the law and act ethically. The Code is intended to assist in making ethical and legal choices.

Each section of these Guidelines covers an area in which we have responsibilities to Savers as team members:

1. Report illegal or unethical behavior
2. Create an open and productive work environment
3. Act in the best interest of the Company, and avoid & disclose all conflicts of interest
4. Properly utilize and protect all Company assets
5. Respect and maintain the confidentiality of information entrusted to you
6. Conduct all business with team members, customers, suppliers, non-profit partners and competitors in a fair and honest manner
7. Report all financial information accurately
8. Comply with all laws, rules and regulations

If there are questions or situations that are not specifically addressed by the Code, team members should bring them to the attention of a manager. A violation of any of Savers' Code of Business Conduct and Ethics can result in corrective action, including termination of employment.

Your Role:

Read, review and understand the expectations explained in the Code of Business Conduct and Ethics and perform your job and otherwise act in a manner consistent with the Code and the values of Savers, Inc.

Ask for an explanation of anything that is unclear and bring questions and situations that are not specifically addressed in the Code to your manager.

1. Report Illegal or Unethical Behavior

If a team member becomes aware of a situation in which he/she believes that Savers' Code has been violated, any significant threats to Savers' business or that he/she is being pressured or being asked to compromise the Company's values, it is the team member's responsibility to communicate this concern through the appropriate channels, as described below.

We are proud to have an Open Door Procedure (see attached "Open Door Procedure" poster example) that is available to every team member for expressing suggestions, concerns and problems. Contacting your manager is the best place to start, but there are other ways to get help outlined below. Open and honest communication between team members is critical to our mutual success. If you have a legitimate complaint regarding Savers, you should air this complaint in a respectful and professional manner to Management so that it can be properly addressed. Be as positive as possible, and try to offer suggestions that might resolve the issue. Avoid unprofessional behavior that has a negative impact on other team members and customers.

A team member will not be disciplined, lose his/her job or be subject to retaliation in response to asking questions or voicing concerns in good faith about the Company's ethical or legal obligations, or refusing to carry out a directive that the team member believes in good faith to be wrongdoing, so long as the team member is acting in good faith. *Good Faith* does not necessarily mean *being correct* – but it does imply the belief that the team member is providing truthful information.

Listed below are the ways a person can ask questions or voice concerns.

1. **In person/ Open Door Procedure** – A team member's manager/ supervisor is the best immediate resource. He/she may have information needed or may be able to refer the question to another appropriate source.
2. **Via email** – Savers has a confidential email account, alert@savers.com, where a person can send a message with a question or concern.
3. **Over the phone** – The Alert Line, 800-93Alert, is a confidential number where callers can remain anonymous, if they desire.
4. **Through the mail** – Correspondence should be sent to:
Savers, Inc.
11400 SE 6th St, Suite 220
Bellevue, WA. 98004

Attention:
Chief Financial Officer (CFO)
Vice President of Human Resources (HR) or
Director of Loss Prevention (LP)

Reports of illegal or unethical behavior, significant threats to our business, other violations of our Code should be surfaced to the appropriate department (CFO, HR or LP) for investigation. All such cases will be:

- Handled promptly, discreetly and professionally. Discussion and inquiries will be kept in confidence to the extent appropriate or permitted by law.
- Assuming the identity of the reporting person is known, complaints are investigated by people who are not in the chain of supervision over the reporting individual.

Your Role:

Report any wrongdoings that may adversely affect the Company, our investors, our customers or the public at large by talking with your supervisor/ manager, using the Alert Line, or by writing a letter.

- Records are kept so that the reporting person can be told a summary about how the Company addressed the report or concern.

Investigations will be initiated to determine if the disclosure can be substantiated. Please remember, however, though reports may be through the Alertline or alert@savers.com, Savers ability to investigate may be limited in the event of an anonymous complaint due to such things as inability to interview the reporting person, or otherwise ask follow-up questions. A confidential file will be maintained and a final report may be written. Human Resources may be contacted to determine what employment action, if any should be taken. Results of investigations into significant business threats and serious violations of the Code are also usually reviewed with the Chief Executive Officer and Chief Financial Officer and reported to the Audit Committee of the Board of Directors.

Team members are expected to cooperate fully in investigations and answer any questions truthfully and to the best of their ability. Reporting persons and those who are interviewed are expected to maintain confidentiality regarding these investigations. Additionally, they are not to conduct investigations themselves unless Savers' investigators request assistance.

Concealing or covering up an ethical or legal violation is itself a major violation of our Code. If an individual engages in concealing or covering up such violations, in the absence of significant, serious, mitigating circumstances, this will normally result in a team members discharge. Failure to cooperate could be construed as participating in concealment or cover-up activities.

No adverse employment action may be taken against a Team Member in retaliation for participating in an investigation, hearing, court proceeding or other administrative inquiry in connection with a report of wrongdoing. Claims of acts of retaliation should be submitted to the Vice President of Human Resources who will initiate a confidential investigation. Please remember:

- Team members who disclose acts of wrongdoing are still held to general job performance standards and are not protected from their own wrongdoing (e.g., poor job performance, or misconduct violations).
- A team member against whom legitimate adverse employment actions have been taken due to poor job performance or misconduct may not use this policy as a defense.

The presumption of this policy is that team members will make disclosures without intent to falsely accuse. A team member who knowingly makes statements or disclosures that are not in good faith shall be subject to counseling up to and including termination.

Definitions:

1. **Good Faith:** Good faith is evident when, for example, the disclosure is made without malice or consideration of personal benefit and the Team Member has reasonable cause to believe the report is true. Good faith is lacking when, for example, by way of illustration and not limitation the disclosure is known to be malicious, false or frivolous.
2. **Wrongdoing:** Examples of wrongdoing include, but are not limited to, financial fraud, business abuse, violation of laws and regulations, unethical behavior or practices, endangerment to public health or safety and negligence of duty.
3. **Employment Action:** Examples of employment actions include, but are not limited to, demotion, suspension, termination, denial of promotion, benefits, compensation and/or privileges as a result of the Team Member's report of wrongdoing.

2. Create an open and productive work environment

Personal Conduct

Savers, Inc.'s reputation for integrity and business ethics should never be taken for granted. To maintain that reputation, you must follow all of Savers' Code of Business Conduct and Ethics and exercise good judgment in your decisions and actions. It's no exaggeration to say that Savers' integrity and reputation are in your hands.

If Savers' management finds that your conduct on or off the job adversely affects your performance, that of other team members, our non-profit partners, or Savers' legitimate business interests, you will be subject to disciplinary measures, including termination of employment.

Work Environment

Savers strives to maintain a healthy, safe and productive work environment which is free from unlawful discrimination or harassment based on race, color, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, and all other characteristics protected by applicable local state/provincial or federal laws. For your part, we expect you to uphold and encourage an atmosphere that supports and welcomes the diverse qualities of all team members.

Savers EEO and Anti-harassment policies covers all team members and applicants in all aspects of the employment process, including employment opportunities, compensation, hours of work, and conditions of employment, promotions, demotions, transfers, recruitment, advertising, layoff and termination.

Unlawful harassment, based on any protected characteristic, in any manner or form is expressly prohibited and will not be tolerated by the Company. Accordingly, Savers is committed to vigorously enforcing this policy against harassment, including but not limited to sexual harassment, at all levels of the organization. Unwelcome sexual advances or other inappropriate personal conduct are prohibited. Sexual harassment may take many forms, from overt advances to demeaning comments, jokes, language and gestures. Sexual harassment may also occur when someone's words, actions or behavior, either implicitly or explicitly, interferes with work performance or creates an intimidating, hostile or offensive work environment.

This prohibition against any form of unlawful harassment applies to all team members, vendors and/or customers. No team member, while at work or conducting company business, is expected to tolerate unlawful harassment or discrimination.

Savers will not permit or condone any acts of retaliation against anyone who files a harassment complaint or cooperates in the investigation of it.

If a team member has a medical condition, disability or religious belief and needs to request an adjustment or reasonable accommodation, Savers will review requests and determine whether a reasonable accommodation can be made in compliance with all obligations under local state, provincial, and Federal law, (including the Americans with Disabilities Act [ADA] for US locations).

Other workplace conduct that is prohibited because of its inconsistency with this code includes: (1) threats; (2) violent behavior; (3) the possession of weapons of any type; (4) the use of recording devices, including videophones and Web cameras, for other than management approved purposes; and (5) the use, distribution, sale or possession of illegal drugs or any other controlled substance, except for approved medical purposes. In addition, team members should not be on Savers' premises or in the Savers' work environment if they are under the influence of or affected by illegal drugs, controlled substances used for non-medical purposes or alcoholic beverages. Consumption of alcoholic beverages on Savers' premises is not permitted.

Your Role:

Treat all people with whom you come in contact in a professional and courteous manner, regardless of their background, status or preferences.

If you have experienced or know of any behavior that you believe is a form of unlawful harassment or discrimination, report it to your manager, the Alert Line or Human Resources immediately.

If a team member experiences a situation that he/she believes is discriminatory, hostile or involves any form of unlawful harassment, the team member is encouraged to communicate to the individual that such behavior is unwelcome and notify his/her supervisor or manager immediately. If the team member believes that his/her supervisor or manager is engaged in unwelcome behavior or the team member is not comfortable raising concerns with his/her supervisor or manager, the team member should get help from the next level of management, Human Resources or the Alert Line at 1-800-93Alert. Please note that all complaints **MUST** be reported by management to Human Resources and will be investigated promptly and in an impartial and confidential manner.

If you have a legitimate complaint regarding Savers, you should air this complaint in a respectful and professional manner to Management so that it can be properly addressed. Be as positive as possible, and try to offer suggestions that might resolve the issue. Avoid unprofessional behavior that has a negative impact on other team members, customers or our non-profit partners.

A team member will not be disciplined, lose his/her job or be subject to retaliation in response to asking questions or voicing concerns, so long as the team member is acting in good faith. *Good faith* does not necessarily mean *being correct* – but it does imply the belief that the team member is providing truthful information. In addition, confidentiality will be maintained to the extent that it allows for a thorough investigation of the complaint.

3. Act in the best interest of the Company and avoid & disclose all conflicts of interest

A conflict of interest occurs when an individual's personal interests interfere, or appear to interfere, in any way with the interests of Savers. As employees of Savers, team members must act in the best interests of the Company and avoid situations that present potential or actual conflicts between their individual interests and interests of the Company.

The following are examples of actions that would constitute a conflict of interest:

- Working for, or on behalf of, any competitor of Savers;
- Working for, or on behalf of, any supplier of Savers when doing so would create a conflict of interest or the appearance of a conflict of interest with employment at Savers
- Borrowing money from companies doing or seeking to do business with Savers, other than on generally available terms;
- Having a personal relationship with another Savers' employee or vendor that affects a team member's ability to do his/her job or disrupts the workplace;
- Working for another company when doing so would conflict with (or could be perceived to conflict with) the duties and responsibilities of employment at Savers;
- Engaging in any work or business which could lead to absenteeism, inability to meet job requirements, poor job performance, or a reduction in effective and efficient job performance;
- Soliciting, accepting or offering material gifts (over \$50) or favors (bribes and kickback included) that could create the appearance that your business judgment could be affected by the receipt of such gifts or favors.

Note: You and relatives of yours can accept gifts of nominal value from existing sources, prospective sources and persons, firms or companies with whom Savers does or might do business. Customary meals, refreshments, vendor retreats or events, entertainment, acceptance of advertising/promotional items (pens, note pads, tote bags, etc.) and other business courtesies (sometimes including spouses) are permitted as long as the cost is reasonable, the activity is clearly related to and necessary for Savers' relationship, and the vendor is in attendance.

The purpose of business entertainment and gifts in a commercial setting is to create good will and sound working relationships, not to gain unfair advantage with customers. You cannot offer gifts or favors to any employee of a competitor, supplier or customer of Savers, or a member of such employee's immediate family, if the gifts or favors might place the recipient under any obligation to you or to Savers.

If team members encounter a situation in which they are unsure whether or not an action represents a conflict of interest, they must discuss it with their manager. Team Members who are considering external work which may breach this policy must advise their immediate manager so that any potential conflicts can be assessed and to ensure that employees do not compromise their duty to act in the best interests of Savers. Additionally, team members who are supervisors or managers must proactively disclose any personal relationships with their subordinate team members to their managers. Managers who are made aware of these disclosures must report this information to Human Resources.

In addition to the above, listed below are examples of situations which **may** cause a conflict of interest; please note that this list is not all-inclusive.

- If you have a professional or personal relationship with any employee, high-level executive or Board Member of a competitor, regulator or vendor of Savers;

Your Role:

Do not engage in any activity that could be perceived as putting your own interests ahead of the Company's interest.

Advance the Company's interest when presented with an opportunity.

Advise your immediate manager to assess potential conflicts when considering working for another company.

- If you have a professional or personal relationship with a person who conducts business in competition with Savers;
- If you enter into or engage in a personal relationship with an employee who you manage or are otherwise responsible for;
- For the US and Australia: Hiring a relative or friend or otherwise violating the Personal Relationships in the Workplace policy;
- Placing Company business with relatives or friends, or working on a Company project that will have a direct impact on the financial interests of your relatives or friends;
- Taking advantage of corporate opportunities, like selling information disclosed to the team member through Savers or acquiring an interest in property knowing the Company has the opportunity to lease or purchase that same property;
- Encouraging companies dealing with Savers to buy supplies or services from your relatives or friends;
- Using company equipment, supplies or facilities for personal or your family member business or for the purposes other than Savers' business;
- If you divert customers, suppliers and business away from Savers;
- Participating in the regulatory or other activities of a community or governmental body that regulates or otherwise has a direct impact on the business of the Company;
- Conducting political activities on Company time or involving the use of any Company resources, including financial contributions.

Team members are expected to act in the best interest of the Company when presented with opportunities as a result of their jobs. This means that team members will not use Company property, information and/or position for personal gain. With respect to products, including sample merchandise that is given to Savers, materials slated for removal, recycle and disposal, product that is to be returned to a vendor, and damaged goods, these products are the property of either Savers or its vendors. These products should not be handled in any way that contradicts instructions provided to Savers or its team members.

If, prior to your introduction to this Code, you are already in a situation that may present a conflict of interest, you must still discuss this pre-existing situation with your manager so as to enable Savers to evaluate and manage the conflict. Savers may take into account the timing of your introduction to this Code in any decision it makes.

If you are unsure as to whether a particular situation constitutes a conflict of interest, you must contact your manager and discuss your situation. If you are an executive officer or member of the board of directors, you must consult with the board of directors or a committee of the board of directors. You must bring any conflict of interest or potential conflict of interest to the attention of your immediate supervisor or Savers' chief financial officer, and may be required to complete the Disclosure of Conflict of Interest form.

4. Properly utilize and protect all Company assets

Every team member is a steward of the Company's assets. Savers' has a large variety of assets. Many are of great value to Savers' competitiveness and success as a business. They include our physical assets, our nonpublic business information and our extremely valuable proprietary information, such as Savers' intellectual property and Savers' confidential information.

Protecting Company assets against loss, theft and misuse is everyone's responsibility. It is your duty and responsibility to advance Savers' legitimate interests when the opportunity to do so arises. You are personally responsible for protecting Savers' property entrusted to you and for helping to protect the Company's assets in general.

To do this, you should be aware of and understand Savers' safety and loss prevention procedures, as well as, policies on confidential information, and electronic communications. You should be alert to any situations or incidents that could lead to the loss, misuse or theft of Company property. You should report all such situations to the Loss Prevention Department or your manager as soon as they come to your attention.

What types of assets should you be concerned about protecting? And what are your responsibilities in this regard?

Physical Assets

Savers' physical assets, such as merchandise, equipment, systems, facilities, corporate charge cards and supplies, must be used only for conducting Savers' business or for purposes authorized by management.

Savers Information and Communication Systems

Savers' information and communication systems, including Savers connections to the Internet, are vital to Savers' business; you should only use them for appropriate purposes. Generally this means you only use them for conducting Savers' business or for other incidental purposes authorized by your management or by applicable Savers' guidelines. It is inappropriate to use Savers' systems to visit Internet sites that feature sexual content, gambling, or that advocate intolerance of others. It is also inappropriate to use them in a manner that interferes with your productivity or the productivity of others. You are responsible to ensure that your use of Savers' systems is appropriate; inappropriate use of Savers' systems is a misuse of Savers' assets.

Savers Proprietary Information

Savers proprietary information is any information that is owned by Savers, including information in Savers' databases. Most proprietary information is not available to the public or has been entrusted or disclosed to Savers' on a confidential basis by a third party. Much, but not all, Savers proprietary information is confidential. Examples of the types of proprietary information which may be known to the public includes information subject to copyright, patent disclosures or other intellectual property or legal rights that may need to be recorded or filed, like trademarks. Savers' proprietary information includes such nonpublic information as: merchandising or product sourcing & pricing strategies; information relating to current and future products; marketing research; business or marketing plans or projections; earnings and other financial data; sales and production (S&P) or POS reports and software in object or source code form.

Savers' proprietary information is the result of the ideas, hard work, and innovation of many of your fellow team members and of substantial investments by Savers' in planning, development and execution. This information, particularly Savers confidential information, gives Savers a competitive advantage in the marketplace, and Savers would be damaged if its competitors discovered it.

As a Savers' team member, you could have access to information that Savers' considers proprietary. It is critical that you do not disclose or distribute that information except as authorized by Savers' and that you follow all Savers' safeguards for protecting that information.

Your Role:

Protect the Company's assets, which have been entrusted to you.

Use the Company's assets for legitimate business purposes.

Inform your manager, Loss Prevention Department, or use the get Alert Line if you know another person is misusing, abusing, or not properly protecting, company assets.

Savers Intellectual Property Rights

When you joined Savers, depending on your position and function within the Company, you assumed specific obligations relating to intellectual property as well as the treatment of proprietary and confidential information. Intellectual property you develop when you are employed in certain capacities, such as a managerial, technical, programming, or other professional capacity becomes the intellectual property of Savers. The intellectual property includes such things as ideas, strategies, computer programs and documents which relate to Savers' actual or anticipated business, or that are suggested by, or result from, work or tasks you perform for, or on behalf of, Savers. Subject to the laws of each country, this obligation applies no matter where or when - at work or after hours - such intellectual property is created. That intellectual property must be reported to Savers, and the property must be protected like any other proprietary information of the Company.

Leaving Savers

If you leave the company for any reason, including retirement, you must return all Savers property, including documents and media which contain Savers proprietary information, and you may not disclose or use Savers proprietary information, including Savers confidential information. Also, Savers' ownership of intellectual property that you created while you were a Savers team member continues after you leave the company.

5. Respect and maintain the confidentiality of information entrusted to you

Savers respects employee privacy and has practices to safeguard the confidentiality of team member records. The Company collects, stores, uses and distributes personal information (including salary and benefits data), employee medical information and employee lists, in compliance with applicable law.

Team members are required to treat the Company's confidential information with care and respect. Information generated in our business is a valuable Company asset. Protecting this information plays a vital role in our continued growth and ability to compete. Typical of such information, in any form (electronic or hard copy), are merchandise and marketing plans; objectives and strategies; trade secrets; unpublished financial or pricing information; computer programs; compilations of customer, supplier and non-profit partner lists or prospective customer lists, training materials and information; the Company's proprietary software and systems, the Company's business practices, processes, methodologies and policies, and other information or materials not specifically mentioned above that would constitute a trade secret under applicable laws or other information belonging to the Company which has not been publicly disclosed (collectively "Confidential Information"). Confidential Information also pertains to work papers, reports, documentation, code, software, drawings, photographs, negatives, tapes and masters, prototypes and other materials, including but without limitation, any and all such items generated and maintained in tangible form, including electronic, magnetic, digital, optical or other media of a same or similar nature.

Team members who have access to proprietary and/or confidential information are obligated to safeguard it from unauthorized access and follow these additional guidelines:

- Do not disclose this information to persons outside Savers. Exercise caution when discussing, viewing or handling Company business in public places where conversations can be overheard, like restaurants, airplanes or on the sales floor. Recognize the potential for eavesdropping on cellular telephones.
- Do not use this information for your personal benefit or the benefit of persons outside Savers.
- Share this information only with other team members as appropriate for them to do their job. When you no longer need to use such information return it to a secure location or dispose of it properly, such as by shredding.

Written approval from an officer (Vice President or CEO) is required before confidential or proprietary information can be released (whether electronically or by hard copy) outside the Company. Before engaging in discussion with certain individuals or groups team members should get direction or authorization as follows:

- Journalists/ Media – Savers Marketing Department
- Consultants – Vice President for your department
- Financial Analysts/Banks - CFO
- Attorneys – CFO
- Human Rights/ Employment Charges (Investigator, Attorneys, etc.) – VP Human Resources

This obligation, to protect Savers' proprietary and confidential information, continues even after leaving the Company.

Your Role:

All confidential information, including nonpublic information that might be of use to competitors, or harmful to the Company or its business partners, if disclosed, must be kept secure.

The only exception to this is when disclosure is authorized or legally mandated.

When the information is no longer needed by Savers it should be disposed of properly.

Confidentiality obligations must be honored during and after your employment with Savers.

6. Conduct all business with team members, customer, suppliers, non-profit partners and competitors in a fair and honest manner

Team members should not take advantage of anyone through manipulation, concealment or abuse of privileged information, misrepresentation of material facts or any other unfair activity.

Team members are expected to gather and use information about our competitors in an ethical manner and in compliance with the law. Prohibited, of course, are theft, illegal entry, blackmail and electronic eavesdropping. Employees of competitors or suppliers should not be used as a source of non-public information. Savers' team members should not divulge proprietary information about a former employer, and will not be asked to do so.

All proprietary or non-public information about our competitors or suppliers should not be used if one suspects that it has been obtained improperly or misdirected in error (such as misdirected e-mails or faxes).

Your Role:

When dealing with customers, suppliers, non-profit partners, competitors and co-workers, you should demonstrate integrity and conduct business in a fair and honest manner.

7. Report all financial information accurately

Most Team Members are involved with financial reports of some kind – reporting on-site-donations, balancing cash registers, clocking in and out for time worked, preparing time sheets, expense reports, approving invoices, signing for receipts of purchased materials, signing for deliveries from our non-profit partners or preparing inventory reports. While all Team Members do not need to be familiar with accounting procedures, everyone does need to make sure that all business records are accurate, complete and reliable. This standard also applies to all operating reports or records prepared for internal or external purposes, such as stock on hand totals entered into DART-S, pricing/ marketing test results, production tallies, sales projections, time worked, sick and vacation time taken, etc.

In short, Team Members need to ensure that all of their business records are truthful and accurate. False, misleading or incomplete information impairs our ability to make good decisions, undermines trust in the long term and in some cases may be illegal.

In addition, no Team Member shall directly or indirectly take any action to fraudulently influence, coerce, manipulate or mislead an accountant engaged in the performance of an audit or review of the Company's financial statements.

Team Members with financial reporting responsibilities are subject to the following special ethics obligations.

The Accounting Department bears a special responsibility for promoting integrity throughout the organization, with responsibilities to stakeholders both inside and outside Savers (lenders, shareholders, etc.). The Chief Executive Officer and Accounting Department personnel have a special role to adhere to these principles themselves and to promote a culture within the Company that ensures the fair, accurate and timely reporting of Savers' financial results and conditions. Financial accounting information must be assembled and reported objectively. Third-parties who must rely on such information have a right to be assured that the data are free from bias and inconsistency, whether deliberate or not and therefore Savers' financial accounting relies on "Generally Accepted Accounting Principles" (GAAP).

Because of this special role, the Chief Executive Officer and all members of Savers' Accounting Department are bound by the following Financial Officer Code of Ethics. By accepting the Code of Business Conduct, each agrees that he/she will:

- Act with honesty and integrity, avoiding actual or apparent conflicts of interest in personal and professional relationships.
- Provide information that is accurate, complete, objective, relevant, timely and understandable to ensure full, fair, accurate, timely and understandable disclosure in reports and documents.
- Comply with rules and regulations of federal, state, provincial and local governments, and other appropriate private and public regulatory agencies.
- Act in good faith, responsibly, with due care, competence and diligence, without misrepresenting material facts or allowing one's independent judgment to be subordinated.
- Respect the confidentiality of proprietary information acquired in the course of one's work. Never disclose confidential or proprietary information, except when authorized or otherwise legally obligated to disclose. Confidential information acquired in the course of one's work may not be used for personal advantage.
- Share knowledge and maintain skills important and relevant to each stakeholder's needs.
- Proactively promote and be an example of ethical behavior as a responsible partner among peers, in the work environment and in the community.

Your Role:

Ensure all of your business transactions and records are accurate and reported on a timely basis.

Report any errors and/or discrepancies immediately to your manager.

- Achieve responsible use of and control over all assets and resources employed or entrusted.
- Promptly report to the Director of Loss Prevention any conduct that appears to be in violation of law or business ethics or of any provision of the Code, including any transaction or relationship that reasonably could be expected to give rise to such a conflict.

Violations of this Financial Officer Code of Ethics, including failures to report potential violations by others, may result in adverse personnel action, including termination of employment.

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8. Comply with all laws, rules and regulations

All business at Savers should be conducted in accordance with the appropriate international, national and local state and provincial laws.

Record Management

Record retention requirements are often based on specific statutory and regulatory requirements that are unique to a particular business operation or location. These retention requirements apply to all Company documents, including email and other electronic records. Failing to comply with the appropriate requirements can have serious tax or legal repercussions.

Antitrust Laws

Antitrust laws, which are also known as unfair competition laws, are designed to ensure a fair and competitive free market system. While Savers will compete vigorously in the marketplace, we will comply with the applicable antitrust and unfair competition laws wherever we do business. This means that we will compete on the merits of our products, the prices we charge and the customer loyalty we earn.

Your Role:

Ensure that you are acting in accordance with all laws regulating Savers' business.

If you are unsure of the laws associated with your business area or function, ask your manager, the CFO or VP of Human Resources.

Some of the most serious antitrust offenses occur between competitors, such as agreements to fix or control prices or other terms of sale, to allocate products, territories or markets (including store locations) or to limit the production or sale of products. It is therefore important to avoid discussions with competitors regarding pricing, terms and conditions, costs, marketing or store opening plans, and any other proprietary or confidential information. Unlawful agreements need not be written or even consist of express commitments. Agreements can be inferred based on "loose talk", informal discussions or the mere exchange of certain information. If a team member believes that a conversation with a competitor enters an inappropriate area, the team member should end the conversation at once.

International Business Laws

We expect all team members to comply with the laws where we do business. Team members who are involved in international activities need to know the regulations and regularly consult with Counsel to ensure Savers is compliant. Where U.S. law or Savers policy differs from local law or customs, team members should follow the more restrictive law and policy.

Foreign Corrupt Practices Act (FCPA)

The Foreign Corrupt Practices Act does not only apply to public companies, it applies to all companies in the U.S. and all of those associated with it. The FCPA has two important provisions – (1) accounting and recordkeeping and (2) bribery. The FCPA requires that we keep accurate books and records, and maintain a system of controls to ensure our records fairly reflect transactions and dispositions of assets. This is to prevent "slush funds" and "off-the-books" accounts, which some companies have used to make and conceal questionable payments. The FCPA also makes it illegal to bribe a foreign official in order to obtain or retain business or an improper advantage. A bribe could be a payment, a promise or anything else of value (regardless of the magnitude). A foreign official is an employee of a government outside of the U.S. and includes members of the armed forces, employees of state-owned companies and members of a royal family engaged in commercial activities. Officials of public international organizations, such as the World Bank, are also considered foreign officials.

Savers, Inc.
Code of Business Conduct & Ethics
Acknowledgement Form

I have reviewed the Savers, Inc. Code of Business Conduct and Ethics. I understand:

- I am responsible for reading, reviewing and understanding the expectations explained in the Code of Business Conduct and Ethics and performing my job and otherwise acting in a manner consistent with the Code and the values of Savers, Inc.
- If I do not, I may be subject to corrective action, which could include separation of employment without prior warning. I have asked for an explanation of anything in the Code that was not clear to me or that I did not understand.
- A copy of the Code is available at my workplace and if I can not locate it, I am responsible for asking my manager or supervisor to help me find it.
- I will not disclose Savers' proprietary or confidential information (as defined in the Code) to anyone who is not authorized by Savers to have access to its confidential information.
- I will not use Savers' proprietary or confidential information (as defined in the Code) in a manner that it is inconsistent with, or not authorized by, Savers.
- I am aware that it is my responsibility to proactively disclose any conflict of interest or the potential for a conflict of interest (as defined in the Code) to my supervisor, manager or Human Resources.

I, _____ (print your name), have read and understand the Savers, Inc. Code of Business Conduct and Ethics policy, and will act in a manner consistent with the Code and any subsequent additions, modifications, or deletions, which may be implemented by Savers during my employment.

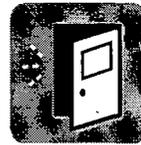
Team Member Signature: _____

Date: _____ Location: _____

Copy of Open Door Procedure poster

Open Door Procedure

Open and honest communication is critical to your success and that of Savers. We are proud to have an Open Door Procedure that is available to every Team Member for expressing suggestions, concerns and problems. Work related issues are never solved through silence. If you have a problem or concern, communicate! Be as positive as possible, and try to offer suggestions that might resolve the issue. Most of the time, you'll quickly solve your problem by discussing it openly and honestly with your Supervisor and/or Manager.

	<p>Door #1 First, talk with your Supervisor and/or Manager</p>
	<p>Door #2 Second, if your issue has not been resolved or involves your manager, contact your manager's Direct Supervisor</p>
	<p>Door #3 Third, if your issue still has not been resolved, proceed to contact Human Resources</p>
<p>Phone: _____ Email: _____ Fax: 425-468-6935</p>	

If you are uncomfortable talking to one of the individuals listed above, or want to get help because you know of a wrongdoing such as financial fraud, business abuse, a violation of laws or regulations, unethical behavior, falsifying business information, accepting gifts or money from vendors, endangerment to public health or safety, or negligence of duty, contact the Savers/Value Village Alert Line.

You can get help by email at alert@savers.com, or remain anonymous by calling 1-800-93Alert.

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LOSS PREVENTION PROGRAM & POLICY

701 Savers Loss Prevention Program

Savers intends to provide a safe and secure workplace for its team members, and to extend those efforts to customers and members of the general public who visit our stores. The following is designed to provide our store management teams with clear and effective loss prevention policies and procedures (best practices) that will minimize each store's exposure to loss, improve team member awareness, and maintain profitable alliances with our charity vendors while maximizing store team contributions.

Each store management team is responsible for maintaining the Loss Prevention Program within their area of responsibility. These programs will build upon and maintain an ongoing awareness of how losses are caused, as well as the individual team member's role in preventing loss from occurring.

Every team member has the individual responsibility, as a condition of employment to support the Loss Prevention Program in his/her work areas, and to report to the store manager or supervisor situations that have the potential to create a loss and reduce store team contributions.

Together, as a team, by adhering to the Loss Prevention Policies and Procedures outlined here, we can prevent loss, maximize store team contributions and assist in our company's vision to provide our customers with the best selection and shopping experience of any thrift store in the world.

All new hired and/or promoted members of store management must read the LP Manual and complete the LP Manual Acknowledgement form before being issued an alarm code, safe combination, and store keys. The manual review must be completed within 14 days of hire or promotion to a management position. A copy of the completed LP Manual Acknowledgement form must be faxed to the Regional Loss Prevention Manager.

Note: For the purpose of clarification, the term "store management" is defined as any person holding a position on the management team which includes the following positions: Store Manager, Assistant Manager, Production Manager, Retail Sales Manager, Production Supervisor, Front End Supervisor, Manager-in-Training, Supervisor-in-Training, or other non-store management positions.

The term "supervisor" is used as an example throughout the manual and is intended to include all members of the store management as mentioned above and as such all of the policies and procedures in this manual are required to be enforced, followed and maintained by the entire management team.

702 Loss Prevention Policy

Savers wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Savers prohibits the possession, transfer, sale, or use of such materials on its premises.

Team members are responsible for all Savers property, materials, or written information issued to them or in their possession or control. Team members must return all Savers property immediately upon request or upon termination of employment.

Savers may also take all action deemed appropriate to recover or protect its property. It is important that all team members are aware of the correct procedures when handling merchandise, company funds or company property. Savers requires the cooperation of all team members in administering this policy.



LOSS PREVENTION POLICY LP MANUAL SIGN-OFF FORM

Savers wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Savers prohibits the possession, transfer, sale, or use of such materials on its premises.

Team members are responsible for all Savers property, materials, or written information issued to them or in their possession or control. Team members must return all Savers property immediately upon request or upon termination of employment. Where permitted by applicable laws, Savers may withhold from the employee's check or final paycheck the cost of any items that are not returned when required.

Savers may also take all action deemed appropriate to recover or protect its property. It is important that all team members are aware of the correct procedures when handling merchandise, company funds or company property. Savers requires the cooperation of all team members in administering this policy. The following list, neither all-inclusive nor exhaustive, are examples of behaviors that can have an adverse effect on the company and may lead to disciplinary action, up to and including termination:

- Unauthorized use of or misusing, destroying, or damaging property of the company, a fellow team member, a customer or a visitor. This includes garbage, rag-outs, phone system, camera system, as well as company-issued supplies such as laptop computers, pagers, cell phones, credit cards, and calling cards.
- Frequent carelessness, inaccuracies and failure to follow any and all cash handling procedures.
- Theft, embezzlement, acts of dishonesty, falsifying records, or willful misrepresentation of facts.
- Disorderly, indecent, or criminal conduct on company property, or any other matter associated with the company.
- Failure to insure all physical security requirements are met.
- Refusing to courteously cooperate in any company investigation. This includes, but is not limited to, unauthorized discussion of investigation or interview with other team members, refusal to consent to random/investigative searches of lockers, packages, purses, and backpacks. Desks, lockers, and other storage devices may be provided for the convenience of team members but remain the sole property of Savers. Accordingly, any agent or representative of Savers may inspect them, as well as any articles found within them, at any time, either with or without prior notice.

I agree to abide by the Loss Prevention Policy and the attached Loss Prevention Procedures that are set forth in the Loss Prevention Manual. I understand that failure to follow the Loss Prevention Policies and Procedures will result in disciplinary action up to and including termination.

TEAM MEMBER NAME (Print)

L. D.

DATE

-

TEAM MEMBER SIGNATURE

[Signature]

STORE NO. LOCATION

CERTIFICATE OF SERVICE

I hereby certify that a copy of the **Joint Motion to Waive Hearing and Submit Case to the National Labor Relations Board and Joint Stipulation of Facts**, together with this Certificate of Service, was E-Filed or E-Mailed, as indicated below, to the following parties on: **October 18, 2018**.

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