

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

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

WE WILL NOT solicit complaints and grievances from employees in response to union activity.

WE WILL NOT promise employees increased benefits and improved terms and conditions of employment in response to union activity.

WE WILL NOT promise to renovate stores in response to union activity.

WE WILL NOT promise to convert stores to drive-through-only locations in response to union activity.

WE WILL NOT inform employees that their wage increases are a response to organizing efforts.

WE WILL NOT announce seniority-based wage increases in response to union activity.

WE WILL NOT grant seniority-based wage increases in response to union activity.

WE WILL NOT promise to improve store conditions, including upgrading and replacing equipment, in response to union activity.

WE WILL NOT engage in surveillance of employees who are participating in union activity.

WE WILL NOT photograph employees engaged in union activity.

WE WILL NOT station additional managers at stores in order to more closely supervise, monitor, or create the impression that employees' union activities are under surveillance.

WE WILL NOT schedule managers to work during all operational hours at stores to more closely supervisor, monitor, or create the impression that employees' union activities are under surveillance.

WE WILL NOT have high-ranking company officials make repeated and unprecedented visits to stores in order to more closely supervise, monitor, or create the impression that employees' union activities are under surveillance.

WE WILL NOT prohibit employees from discussing their wages with one another.

WE WILL NOT remove the ability of Store Managers to hire employees in response to union activity.

WE WILL NOT transfer Store Managers' hiring abilities to dedicated recruiters in response to union activity.

WE WILL NOT monitor employees' conversations on company headsets in response to union activity.

WE WILL NOT temporarily transfer employees to stores with upcoming union votes in an attempt to pack the voting unit.

WE WILL NOT hire additional employees in stores with upcoming union votes in an effort to dilute support for the Union.

WE WILL NOT overstaff stores with upcoming union votes in an effort to dilute support for the Union.

WE WILL NOT interrogate employees about their union activities.

WE WILL NOT interrogate employees about their protected concerted activities.

WE WILL NOT restrict employees from posting union literature at stores where the posting of other types of literature is permitted.

WE WILL NOT hire additional employees in an attempt to remedy grievances we unlawfully solicited.

WE WILL NOT centralize the training of new hires in an attempt to remedy grievances we unlawfully solicited.

WE WILL NOT make facilities improvements at our stores in an attempt to remedy grievances we unlawfully solicited.

WE WILL NOT begin permitting shift supervisors to disable mobile ordering, close store cafés, and close stores in an attempt to remedy grievances we unlawfully solicited.

WE WILL NOT disable mobile ordering in an attempt to remedy grievances we unlawfully solicited.

WE WILL NOT authorize additional hours of labor or offer additional hours to employees in an attempt to remedy grievances we unlawfully solicited.

WE WILL NOT arrange for additional training in an attempt to remedy grievances we unlawfully solicited.

WE WILL NOT increase the frequency with which we post schedules in an attempt to remedy grievances we unlawfully solicited.

WE WILL NOT change our training procedure for new hires.

WE WILL NOT threaten employees with the loss of the ability for managers to work on the floor of their stores in response to union activity.

WE WILL NOT threaten employees with the loss of a direct relationship with management in response to union activity.

WE WILL NOT threaten that employees would not be able to pick up shifts at other stores in response to union activity.

WE WILL NOT tell employees that we will not offer additional benefits in contract negotiations with the Union in response to union activity.

WE WILL NOT threaten employees with the withholding of new benefits if they elected the Union as their bargaining representative.

WE WILL NOT threaten employees with the loss of the ability to react quickly in emergency situations if they elected the Union as their bargaining representative.

WE WILL NOT threaten employees with discipline or reprisal for engaging in protected concerted activity.

WE WILL NOT instruct employees to engage in surveillance of other employees' union activities.

WE WILL NOT instruct employees to report other employees' union activities to us.

WE WILL NOT threaten to implement a new minimum availability requirement in response to union activity.

WE WILL NOT prohibit employees from discussing the Union with off-duty employees while permitting conversations with off-duty employees about other non-work subjects.

WE WILL NOT prohibit employees from discussing the Union with customers while permitting conversations with customers about other non-work subjects.

WE WILL NOT threaten employees that they will not receive raises if they selected the Union as their bargaining representative.

WE WILL NOT threaten employees with reprisal for engaging in union activity.

WE WILL NOT more strictly enforce our Dress Code & Personal Appearance policy in response to union activity.

WE WILL NOT enforce our Dress Code & Personal Appearance policy more stringently against union supporters.

WE WILL NOT more strictly enforce our Attendance & Punctuality policy in response to union activity.

WE WILL NOT enforce our Attendance & Punctuality policy more stringently against union supporters.

WE WILL NOT more strictly enforce our Soliciting/Distributing Notices policy in response to union activity.

WE WILL NOT more disparately enforce our Free Food Item and Beverages While Working policy against union supporters.

WE WILL NOT more strictly enforce our COVID Log policy against union supporters.

WE WILL NOT more strictly enforce our Partners Not Working While Ill policy against union supporters.

WE WILL NOT more strictly enforce policies regarding the making of drinks in response to union activity.

WE WILL NOT reduce the operational hours of our stores in response to union activity.

WE WILL NOT temporarily close our stores in response to union activity.

WE WILL NOT extend the closure of our stores indefinitely in response to union activity.

WE WILL NOT permanently close our stores in response to union activity.

WE WILL NOT close our stores early to hold anti-union meetings in response to union activity.

WE WILL NOT eliminate a free food benefit for employees in response to union activity.

WE WILL NOT transfer responsibility for scheduling employees from Store Managers to support managers in response to union activity.

WE WILL NOT transfer responsibility for promoting employees from Store Managers to support managers in response to union activity.

WE WILL NOT require employees to obtain managerial approval before picking up shifts at other stores in response to union activity.

WE WILL NOT require employees to pay for parking at company-sponsored events in response to union activity.

WE WILL NOT reduce the hours of work of employees in response to union activity.

WE WILL NOT disconnect direct phone lines to our stores in response to union activity.

WE WILL NOT institute a requirement that employees stand in line to order food and drinks during their breaks in response to union activity.

WE WILL NOT institute a requirement that employees maintain minimum availability to retain employment in response to union activity.

WE WILL NOT prohibit employees from using a third-party chat platform to switch shifts in response to union activity.

WE WILL NOT refuse to permit shift supervisors to close the cafés of stores in response to union activity.

WE WILL NOT refuse to permit shift supervisors to disable mobile ordering in response to union activity.

WE WILL NOT promote employees in response to union activity.

WE WILL NOT refuse to consider employees for promotion in response to union activity.

WE WILL NOT discipline employees in response to union activity.

WE WILL NOT discipline employees because they gave testimony to the National Labor Relations Board.

WE WILL NOT fire employees in response to union activity.

WE WILL NOT refuse to assign employees to a home store in response to union activity.

WE WILL NOT reduce the shifts on which shift supervisors are assigned as “play callers” in response to union activity.

WE WILL NOT refuse to allow union supporters to train new employees.

WE WILL NOT randomize employees' shifts in response to their union activities.

WE WILL NOT refuse to consider employees' applications for promotion in response to union activity.

WE WILL NOT isolate prounion employees by refusing to permit them to attend paid antiunion meetings.

WE WILL NOT prohibit employees from reporting to work because of their union activity.

WE WILL NOT prohibit employees from picking up shifts at other stores because of their union activity.

WE WILL NOT investigate employees because of their union activity.

WE WILL NOT provide employees with diminished wage increases because of their union activity.

WE WILL NOT deny employees' leave requests because of their union activities.

WE WILL NOT deny employees' requests to leave work early to close a store early to handle an emergency in response to union activity.

WE WILL NOT ban employees from all our locations in response to their union activity.

WE WILL NOT refuse to transfer employees because they engaged in union activity.

WE WILL NOT delay employees' transfers because they engaged in union activity.

WE WILL NOT change your terms and conditions of employment by implementing a minimum employment policy or by using discretion to discharge employees in bargaining units represented by the Union without first notifying the Union and giving it an opportunity to bargain.

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

WE WILL, within 14 days from the date of the Board's Order, offer Cassie Fleischer, Angel Krempa, Kellen Higgins, Edwin "Minwoo" Park, Daniel Rojas Jr., Brian Nuzzo, and Nathan Tarnowski full reinstatement to their former jobs or, if their jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. In the event that any of these employees are unable to return to work, **WE WILL** instate a qualified applicant of the Union's choice.

WE WILL make Cassie Fleischer, Angel Krempa, Kellen Higgins, Edwin Park, Daniel Rojas Jr., Brian Nuzzo, and Nathan Tarnowski whole for any loss of earnings and benefits resulting from their discharges, less any interim earnings, plus interest, and **WE WILL** also make Cassie Fleischer, Angel Krempa, Kellen Higgins, Edwin “Minwoo” Park, Daniel Rojas Jr., Brian Nuzzo, and Nathan Tarnowski whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL reimburse Cassie Fleischer, Angel Krempa, Kellen Higgins, Edwin Park, Daniel Rojas Jr., Brian Nuzzo, and Nathan Tarnowski for any consequential harm they incurred as a result of their unlawful discharges.

WE WILL, within 14 days from the date of the Board’s order, remove from our files any reference to the unlawful discharges of Cassie Fleischer, Angel Krempa, Kellen Higgins, Edwin Park, Daniel Rojas Jr., Brian Nuzzo, and Nathan Tarnowski, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful discharges will not be used against them in any way.

WE WILL, within 14 days from the date of the Board’s order, remove from our files any reference to the verbal warnings of Danka Dragic, Angel Krempa, Brian Murray, Nicole Norton, Gianna Reeve, Alexis Rizzo-Kruckow, and James Skretta, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful verbal warnings will not be used against them in any way.

WE WILL, within 14 days from the date of the Board’s order, remove from our files any reference to the coachings of Angel Krempa, Edwin “Minwoo” Park, and Daniel Rojas Jr., and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful verbal warnings will not be used against them in any way.

WE WILL, within 14 days from the date of the Board’s order, remove from our files any reference to the written warnings of Róisín Doherty, Brian Murray, Nicole Norton, Brian Nuzzo, and Alexis Rizzo-Kruckow, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful written warnings will not be used against them in any way.

WE WILL, within 14 days from the date of the Board’s order, remove from our files any reference to the final written warnings of Róisín Doherty, Angel Krempa, Edwin “Minwoo” Park, and James Skretta, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful final written warnings will not be used against them in any way.

WE WILL, within 14 days from the date of the Board’s order, remove from our files any reference to the investigation of Gianna Reeve and **WE WILL**, within 3 days thereafter, notify her in writing that this has been done and that the unlawful investigation we conducted will not be used against her in any way.

WE WILL make Danka Dragic, Angel Krempa, Caroline Lerczak, Brian Murray, Nathan Tarnowski, and William Westlake whole for any loss of earnings and benefits resulting from us sending them home prior to the end of their shifts, less any interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful sending home early of Danka Dragic, Angel Krempa, Caroline Lerczak, Brian Murray, Nathan Tarnowski, and William Westlake, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful sending home of these employees will not be used against them in any way.

WE WILL make whole Angel Krempa, Brian Murray, and William Westlake for any consequential harm they incurred as a result of us unlawfully sending them home early.

WE WILL make Danka Dragic, Caroline Lerczak, Angel Krempa, Ryan Mox, Elissa Pflueger, Joshua Pike, and William Westlake whole for any loss of earnings and benefits resulting from us reducing their work hours, less any interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful reduction of work hours of Danka Dragic, Angel Krempa, Caroline Lerczak, Ryan Mox, Elissa Pflueger, Joshua Pike, and William Westlake, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful reduction in work hours will not be used against them in any way.

WE WILL make whole Danka Dragic, Angel Krempa, Caroline Lerczak, Ryan Mox, Elissa Pflueger, Joshua Pike, and William Westlake for any consequential harm they incurred as a result of the unlawful reduction of their work hours.

WE WILL make Colin Cochran and William Westlake whole for any loss of earnings and benefits resulting from the unlawful refusal to permit them to train new employees, less any interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful refusal to permit Colin Cochran and William Westlake to train new employees, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful refusal to permit them to train new employees will not be used against them in any way.

WE WILL make whole Colin Cochran and William Westlake for any consequential harm they incurred as a result of the unlawful refusal to permit them to train new employees.

WE WILL make Kaitlyn Baganski, Cory Johnson, and Erin O'Hare whole for any loss of earnings and benefits resulting from the unlawful refusal to transfer or delay in approving the transfer of these employees, less any interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful refusal to transfer or delay in approving the transfer of Kaitlyn Baganski, Cory

Johnson, and Erin O'Hare, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful refusal to transfer or delay in approving the transfer of these employees will not be used against them in any way.

WE WILL make whole Kaitlyn Baganski, Cory Johnson, and Erin O'Hare for any consequential harm they incurred as a result of the unlawful refusal to approve their transfer requests or the delay in approving their transfer requests.

WE WILL make James Skretta and William Westlake whole for any loss of earnings and benefits resulting from the unlawful denial of their requests to pick up shifts at other stores, less any interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful denial of the requests of Rachel Cohen, James Skretta, and William Westlake to pick up shifts at other stores, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the unlawful denial of these employees' requests to pick up shifts at other stores will not be used against them in any way.

WE WILL make whole Rachel Cohen, James Skretta, and William Westlake whole for any consequential harm they incurred as a result of the unlawful denial of their requests to pick up shifts at other stores.

WE WILL make whole Colin Cochran for any loss of earnings and benefits resulting from the unlawful refusal to consider his application for promotion to a shift supervisor position.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful refusal to consider Colin Cochran's application for promotion to a shift supervisor position, and **WE WILL**, within 3 days thereafter, notify him in writing that this has been done and that the unlawful refusal to consider his application for promotion will not be used against him in any way.

WE WILL make whole Colin Cochran whole for any consequential harm he incurred as a result of the unlawful refusal to consider his application for promotion.

WE WILL make whole Brian Murray for any loss of earnings and benefits resulting from the unlawful refusal to allow him to report to work.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful refusal to permit Brian Murray to report to work, and **WE WILL**, within 3 days thereafter, notify him in writing that this has been done and that the unlawful refusal to permit him to report to work will not be used against him in any way.

WE WILL make whole Brian Murray for any consequential harm he incurred as a result of the unlawful refusal to allow him to report to work.

WE WILL rescind our banning of Brian Nuzzo from our stores.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful banning of Brian Nuzzo from our stores, and **WE WILL**, within 3 days thereafter, notify him in writing that this has been done and that the unlawful ban of him from our stores will not be used against him in any way.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful granting of a diminished wage increase to Iliana Gomez, and **WE WILL**, within 3 days thereafter, notify her in writing that this has been done and that the unlawful grant of a diminished wage increase will not be used against her in any way.

WE WILL make whole Mikaela Jazlyn Brisack for any loss of earnings and benefits resulting from the unlawful denial of her requests for time off.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful denial of Mikaela Jazlyn Brisack's requests for time off, and **WE WILL**, within 3 days thereafter, notify her in writing that this has been done and that the unlawful denial of her requests for time off will not be used against her in any way.

WE WILL make whole Mikaela Jazlyn Brisack for any consequential harm she incurred as a result of the unlawful denial of her request for time off.

WE WILL make whole Mikaela Jazlyn Brisack for any loss of earnings and benefits resulting from the unlawful denial of her request to reduce her availability.

WE WILL make whole Michelle Eisen, Cassie Fleischer, Gianna Reeve, and William Westlake for any loss of earnings and benefits resulting from the unlawful refusal to permit them to attend paid meetings to discuss union representation.

WE WILL, within 14 days from the date of the Board's order, remove from our files any reference to the unlawful refusal to permit Michelle Eisen, Cassie Fleischer, Gianna Reeve, and William Westlake to attend paid meetings to discuss union representation, and **WE WILL**, within 3 days thereafter, notify her in writing that this has been done and that the unlawful refusal to permit them to attend paid meetings to discuss union representation will not be used against them in any way.

WE WILL make whole, for any loss of earnings and benefits, any employees affected by the unlawful closure of stores for renovations at the following locations: 4770 Transit Road, Depew, New York; 5120 Camp Road, Hamburg, New York; 1703 Niagara Falls Boulevard, Buffalo, New York; 8100 Transit Road, Suite 100, Williamsville, New York, 3015 Niagara Falls Boulevard, Amherst, New York; 9660 Transit Road, Suite 101, East Amherst, New York; 4255 Genesee Street, Suite 100, Cheektowaga, New York; 6707 Transit Road #100, Buffalo, New York; 3186 Sheridan Drive, Amherst, New York; 933 Elmwood Avenue, Buffalo, New York; 5395-5495 Sheridan Drive, Amherst, New York; 3540 McKinley Parkway, Buffalo, New York; and 235 Delaware Avenue, Buffalo, New York.

WE WILL make whole any employees affected by the unlawful closure of stores for renovations at the following locations: 4770 Transit Road, Depew, New York; 5120 Camp Road, Hamburg, New York; 1703 Niagara Falls Boulevard, Buffalo, New York; 8100 Transit Road, Suite 100, Williamsville, New York, 3015 Niagara Falls Boulevard, Amherst, New York; 9660 Transit Road, Suite 101, East Amherst, New York; 4255 Genesee Street, Suite 100, Cheektowaga, New York; 6707 Transit Road #100, Buffalo, New York; 3186 Sheridan Drive, Amherst, New York; 933 Elmwood Avenue, Buffalo, New York; 5395-5495 Sheridan Drive, Amherst, New York; 3540 McKinley Parkway, Buffalo, New York; and 235 Delaware Avenue, Buffalo, New York for any consequential harm they incurred as a result of the unlawful closure of these stores for renovations.

WE WILL make whole, for any loss of earnings and benefits, any employees affected by the unlawful reduction of operating hours at our stores located at 1775 Walden Avenue, Cheektowaga, New York; 4255 Genesee Street, Suite 100, Cheektowaga, New York; 5120 Camp Road, Hamburg, New York; 4700 Transit Road, Depew, New York; 520 Lee Entrance, Amherst, New York; and 3015 Niagara Falls Boulevard, Amherst, New York, less any interim earnings, plus interest.

WE WILL make whole any employees affected by the unlawful reduction of operating hours at our stores located at 1775 Walden Avenue, Cheektowaga, New York; 4255 Genesee Street, Suite 100, Cheektowaga, New York; 5120 Camp Road, Hamburg, New York; 4700 Transit Road, Depew, New York; 520 Lee Entrance, Amherst, New York; and 3015 Niagara Falls Boulevard, Amherst, New York for any consequential harm they incurred as a result of the unlawful reduction in operating hours at these stores.

WE WILL make whole, for any loss of earnings and benefits, any employees affected by the unlawful requirement that employees paid for parking at the November 6, 2021 event hosted by us, less interim earnings, plus interest.

WE WILL make whole, for any loss of earnings and benefits, any employees affected by the unlawful reduction of hours at the stores located at 933 Elmwood Avenue, Buffalo, New York; 4770 Transit Road, Depew, New York; and 3015 Niagara Falls Boulevard, Amherst, New York.

WE WILL make whole any employees affected by the unlawful reduction of hours at the stores located at 933 Elmwood Avenue, Buffalo, New York; 4770 Transit Road, Depew, New York; and 3015 Niagara Falls Boulevard, Amherst, New York for any consequential harm they incurred as a result of the unlawful reduction in hours at these stores.

WE WILL make whole, for any loss of earnings or benefits, any employees affected by the unlawful reduction in operational hours of the stores located at 1775 Walden Avenue, Cheektowaga, New York; 4255 Genesee Street, Suite 100, Cheektowaga, New York; 5120 Camp Road, Hamburg, New York; 4770 Transit Road, Depew, New York; 520 Lee Entrance, Buffalo, New York; and 3015 Niagara Falls Boulevard, Amherst, New York.

WE WILL make whole any employees affected by the unlawful reduction in operational hours of the stores located at 1775 Walden Avenue, Cheektowaga, New York; 4255 Genesee Street, Suite 100, Cheektowaga, New York; 5120 Camp Road, Hamburg, New York; 4770 Transit Road, Depew, New York; 520 Lee Entrance, Buffalo, New York; and 3015 Niagara Falls Boulevard, Amherst, New York for any consequential harm they incurred as a result of this unlawful reduction in operational hours.

WE WILL make whole, for any loss of earnings and benefits, any employees affected by the unlawful centralization of new employee training, less any interim earnings, plus interest.

WE WILL make whole any employees affected by the unlawful centralization of new employee training for any consequential harm they incurred as a result of this unlawful action.

WE WILL restore the operation of our store located at 1 Walden Galleria K-04 in Cheektowaga, New York as it existed prior to September 2021.

WE WILL make whole, for any loss of earnings or benefits, any employees affected by the unlawful closure of the store located at 1 Walden Galleria K-04 in Cheektowaga, New York.

WE WILL make whole any employees affected by the unlawful closure of the store located at 1 Walden Galleria K-04 in Cheektowaga, New York for any consequential harm they incurred as a result of the unlawful closure of this store.

WE WILL make whole, for any loss of earnings or benefits, any employees affected by the unlawful stricter and disparate enforcement of the following policies: Attendance & Punctuality, Soliciting/Distributing Notices, Free Food Item and Beverages While Working, COVID Log, and Partners Not Working While Ill.

WE WILL make whole any employees by the unlawful stricter and disparate enforcement of the following policies: Attendance & Punctuality, Soliciting/Distributing Notices, Free Food Item and Beverages While Working, COVID Log, and Partners Not Working While Ill for any consequential harm they incurred as a result of the unlawful enforcement of these policies.

WE WILL compensate Kaitlyn Baganski, Mikaela Jazlyn Brisack, Colin Cochran, Rachel Cohen, Róisín Doherty, Danka Dragic, Michelle Eisen, Cassie Fleischer, Iliana Gomez, Cory Johnson, Angel Krempa, Caroline Lerczak, Kellen Higgins, Ryan Mox, Brian Murray, Nicole Norton, Brian Nuzzo, Edwin “Minwoo” Park, Gianna Reeve, Elissa Pflueger, Joshua Pike, Alexis Rizzo-Kruckow, Daniel Rojas Jr., Erin O’Hare, James Skretta, Nathan Tarnowski, and William Westlake for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director of Region 3, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

WE WILL file with the Regional Director for Region 3, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, copies of Kaitlyn Baganski, Mikaela Jazlyn Brisack, Colin Cochran, Rachel Cohen, Róisín Doherty, Danka Dragic, Michelle Eisen, Cassie

Fleischer, Iliana Gomez, Cory Johnson, Angel Krempa, Caroline Lerczak, Kellen Higgins, Ryan Mox, Brian Murray, Nicole Norton, Brian Nuzzo, Edwin “Minwoo” Park, Gianna Reeve, Elissa Pflueger, Joshua Pike, Alexis Rizzo-Kruckow, Daniel Rojas Jr., Erin O’Hare, James Skretta, Nathan Tarnowski, and William Westlake’s corresponding W-2 forms reflecting the backpay award.

WE WILL provide the Union with employee contact information and equal time to address employees convened for captive audience meetings about union representation.

WE WILL provide the Union reasonable access to our bulletin boards and all places where notices to employees are customarily posted.

WE WILL provide ongoing training of employees, including supervisors and managers, both current and new, on employees’ rights under the Act and compliance with the Board’s Order, and **WE WILL** submit an outline of the training to the Board in advance of it being presented.

WE WILL rescind our unlawful minimum availability policy and restore the status quo ante with respect to availability requirements.

WE WILL rescind our unlawful discretionary terminations of Cassie Fleischer, Angel Krempa, Edwin Park and restore the status quo ante with respect to these employees’ employment.

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following bargaining units:

All full-time and part-time Baristas and Shift Supervisors employed by the Employer at its 933 Elmwood Avenue, Buffalo, New York facility, excluding office clerical employees, guards, professional employees and supervisors as defined in the Act.

All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its store located at 4770 Transit Road, Depew, New York 14043, excluding office clerical employees, guards, professional employees and supervisors as defined in the Act.

WE WILL, on request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time Baristas and Shift Supervisors employed by the Employer at its 5120 Camp Road, Hamburg, New York facility, excluding office clerical employees, guards, professional employees and supervisors as defined in the Act.