

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

In the Matter of:	Case No. :	01-CA-296847
		01-CA-297032
TRADER JOE'S,		01-CA-298824
		01-CA-299966
and		01-CA-297248
		01-CA-297365
MAEG YOSEF, an Individual,		01-CA-306637
		18-CA-308588
and		01-CA-308659
		01-CA-319657
ADELAIDE P. PETRIN, an Individual,		01-CA-319828
		01-CA-320165
and		01-CA-328840
TRADER JOE'S UNITED		

Place: Hartford, Connecticut
Dates: January 16, 2024
Pages: 1 through 117
Volume: 1

OFFICIAL REPORTERS
BURKE COURT REPORTING, LLC
64 Magnolia Place
Wayne, NJ 07470
(973) 692-0660

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

-----: Case No.:

In the Matter of: 01-CA-296847 et. al.

TRADER JOE'S EAST INC., :

Respondent, :

And :

MAEG YOSEF, :

An Individual, :

And :

ADELAIDE P. PETRIN, :

An Individual, :

And :

TRADER JOE'S UNITED, :

Charging Party. :

-----:

The above-entitled matter came on for hearing
 Pursuant to Notice, before CHARLES J. MUHL, Administrative Law
 Judge, at the National Labor Relations Board, Region 1,
 Subregion 34, on Tuesday, January 16, 2024, at 11:53 a.m.

A P P E A R A N C E S

1
2 On Behalf of the General Counsel:

3 CATHERINE TERRELL, ESQ.

4 RICK CONCEPCION, ESQ.

5 NATIONAL LABOR RELATIONS BOARD

6 REGION 1, SUBREGION 34

7 A.A. Ribicoff Federal Building

8 450 Main Street

9 Hartford, CT 06103

10 Catherine.terrell@nlrb.gov

11
12 On Behalf of the Respondent:

13 CHRISTOPHER J. MURPHY, ESQ.

14 MORGAN, LEWIS & BOCKIUS LLP

15 1701 Market Street

16 Philadelphia, PA 19103

17 (215) 963-5601

18 christopher.murphy@morganlewis.com

19
20 KELCEY J. PHILLIPS, ESQ.

21 MORGAN, LEWIS & BOCKIUS LLP

22 1111 Pennsylvania Avenue, NW

23 Washington, DC 20004

24 Kelcey.phillips@morganlewis.com

25

26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

I N D E X

WITNESS	DIRECT	CROSS	REDIRECT	RECROSS	VOIR DIRE
MAEG YOSEF	46				100
	103				

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

E X H I B I T S

EXHIBITS	IDENTIFIED	RECEIVED
GENERAL COUNSEL'S:		
GC-1(a) through (tt)	6	6
GC-2	62	63
GC-3	66	66
GC-4	79	79
GC-5	81	86/rejected
GC-6(a) and (b)	90	91
GC-7(a) and (b)	93	93
GC-8(a) and (b)	96	96
GC-9	99	102

P R O C E E D I N G S

(Time Noted: 11:53 a.m.)

JUDGE MUHL: Good morning again, everyone. This is a formal hearing before the National Labor Relations Board in the case of Trader Joe's East. The lead case number is 01-CA-296847. The administrative law judge presiding is Charles J. Muhl, M-U-H-L. There was some discussion off the record. It's pronounced like Martin Muhl, if anybody knows that comedian. It's dated, but that's how it's pronounced.

I'm assigned to the Washington, D.C. Division of Judge's Office, and any filings or communications about this case should go through this office.

Can I have counsel state their appearances for the record, starting with the General Counsel?

MS. TERRELL: Catherine Terrell, counsel for the General Counsel.

MR. CONCEPCION: Rick Concepcion for the General Counsel.

JUDGE MUHL: And your representative at the table there?

MS. TERRELL: Maeg Yosef.

JUDGE MUHL: For the Charging Party?

MR. CONCEPCION: For the Charging Party.

JUDGE MUHL: Okay.

MR. MURPHY: You probably want to get a spelling of

1 her name, Your Honor.

2 MS. TERRELL: I think we have it in the formal
3 papers.

4 MR. MURPHY: Is it -- you have it in the -- okay.
5 Got it. Okay.

6 JUDGE MUHL: Okay. And for the Respondent?

7 MR. MURPHY: Christopher J. Murphy, Morgan, Lewis &
8 Bockius, Philadelphia.

9 MS. PHILLIPS: Kelcey Phillips, Morgan, Lewis &
10 Bockius, Washington, D.C.

11 JUDGE MUHL: Okay. Formal papers from the GC?

12 MS. TERRELL: Yes. I believe we have provided those
13 for Respondent to review, and I've given them to the Judge, and
14 we'd like to move to enter those into the record.

15 JUDGE MUHL: Any objection?

16 MR. MURPHY: No, sir.

17 JUDGE MUHL: GC-1(a) through 1(tt) like Tom are
18 received.

19 (General Counsel's Exhibit Nos. 1(a) through 1(tt)
20 identified and received)

21 JUDGE MUHL: Any preliminary matters from the General
22 Counsel?

23 MS. TERRELL: Yes, Your Honor. First, we would like
24 to make a motion for a sequestration order of all witnesses.

25 JUDGE MUHL: All right. I have no discretion on

1 that. Once one party request it, then I have to grant it, and
2 I'm happy to do so actually. So if everybody in the room could
3 listen to this. I'm just going to read it that there's a model
4 script for a sequestration order that we have and I will be
5 reading that to you all.

6 A sequestration order is being issued in this
7 proceeding, which means that all persons who expect to be
8 called as witnesses in the case, other than a person designated
9 as essential to the presentation of a party's case, will be
10 required to remain outside of the courtroom whenever testimony
11 or other proceedings are taking place.

12 A limited exception applies to witnesses who are
13 alleged discriminatees in this matter. They may be present in
14 the courtroom at all times, except when witnesses for the
15 General Counsel or a Charging Party are giving testimony
16 regarding the same events that the alleged discriminatees are
17 expected to testify about.

18 The sequestration order also prohibits all witnesses
19 from discussing with any other witness or possible witness the
20 testimony they have already given or will give. Likewise,
21 counsel for a party may not disclose to any witness the
22 testimony of any other witness. Counsel may, however, inform
23 counsel's own witness of the content of testimony given by any
24 opposing party's witness to prepare and rebut that testimony.

25 This is counsel responsibility to make sure that they

1 and their witnesses comply with this sequestration rule. And I
2 will add on that that -- make sure that you all instruct your
3 witnesses after they testify. This is not just oral
4 conversations with other witnesses or potential witnesses.
5 There should be no discussion on any electronic app, social
6 media, of the witnesses' testimony.

7 Any other preliminary matters?

8 MR. MURPHY: Judge, with respect to the
9 sequestration, just a couple of really questions. So the --
10 people who are in attendance are not permitted to either -- are
11 not permitted to record either by audio or video and
12 audio/video any of the proceedings that take place?

13 JUDGE MUHL: Correct. NLRB hearings are open to the
14 public, but anybody that's here in person, there's no
15 recording.

16 MR. MURPHY: Okay.

17 JUDGE MUHL: I mean, basically anybody in the room.
18 The official record of this hearing is one that the court
19 reporter is preparing and the transcript of the testimony and
20 the exhibits. There's no recordings allowed.

21 MR. MURPHY: Okay. And what about, for example, live
22 tweeting or livestreaming on any sort of social media
23 application, the proceedings as they contemporaneously occur?

24 JUDGE MUHL: It's not going to go on in here. I
25 don't want to see anybody who's attending the hearing utilizing

1 their cellphone to do something like that. You're certainly
2 free to take paper notes if you'd like, and we'll talk about
3 non-witnesses describing the proceedings. I mean, that's what
4 I'm saying. I don't want witnesses to be talking about their
5 testimony on social media after they've given it, because you
6 can't control who's going to see that.

7 So no, there's no live tweeting from the courtroom.

8 MR. MURPHY: Okay. Thank you.

9 JUDGE MUHL: Any other preliminary matters?

10 MS. TERRELL: Yes, Your Honor. There are several
11 amendments that General Counsel would like to make sure the
12 complaint, most of which were discussed on our prior conference
13 call or the conference call we just had recently.

14 So the first is a housekeeping matter on paragraph 2
15 of the complaint, jurisdiction and commerce. There was a typo
16 in that. There are not 2(d) paragraphs, but the first should
17 be (d) and then the second should be paragraph 2(e).

18 The next is an amendment that was not discussed on
19 the conference call in paragraph 4, supervisors and agents. We
20 would like to allege that an additional individual in the
21 chart, Jon Basalone, position president of stores, time period
22 May 2022 to the present.

23 JUDGE MUHL: You know what? Why don't I go one by
24 one with this. Mr. Murphy, is there any objection to the
25 proposed amendment to paragraph 2?

1 MR. MURPHY: No.

2 JUDGE MUHL: All right. Then that amendment is
3 granted. Any objection to the amendment to the supervisor's
4 paragraph 4?

5 MR. MURPHY: Yes, we do. We -- you know, prior to
6 Mr. Concepcion referencing it -- that amendment while we were
7 off the record earlier today, we had no notice that Mr.
8 Basalone would -- that counsel for the General Counsel would
9 seek to add Mr. Basalone to the complaint as a supervisor and
10 we've been provided with no information relating to what role,
11 if any, he may have played with respect to any allegation in
12 the complaint.

13 And furthermore, if there's going to be a further
14 amendment to the complaint relating to actions that Mr.
15 Basalone either took or didn't take, I think it's only fair
16 that the counsel for the General Counsel put that on the table.

17 JUDGE MUHL: Is Mr. Basalone involved in the
18 allegations that are already in the complaint, or are there
19 going to be new allegations that you're attempting to amend
20 into the complaint?

21 MS. TERRELL: No new allegations.

22 JUDGE MUHL: Okay. Then I'm going to allow the
23 amendment.

24 MR. MURPHY: If I may. So I think that the question
25 had two parts or I intended it to have two parts. Are there

1 going to be new allegations, or is it alleged that he took
2 actions that are at issue with respect to allegations of the
3 complaint, and if so, would the counsel for the General Counsel
4 let us know?

5 JUDGE MUHL: Well, are there allegations in the
6 complaint that Mr. Basalone was involved in?

7 MS. TERRELL: Well, yes, Your Honor. If you'd like
8 the backstory, a little why Mr. Basalone's name was not
9 previously included.

10 JUDGE MUHL: That would be helpful.

11 MS. TERRELL: Yes. We had new evidence surface,
12 which I suspect, though I haven't had time to review the
13 produced documents pursuant to the subpoena from Respondent to
14 us, that his name will appear in some of those responsive
15 documents. And we thought it helpful to have both our position
16 of
17 Mr. Basalone's supervisory status and Respondent's answer to
18 his supervisory status for the purposes of having that evidence
19 put into the record that would go to one of the allegations,
20 though he is not an alleged actor in the present allegations.

21 MR. MURPHY: Again, you know, I'd ask that they
22 identify the allegation that Mr. Basalone's responsive
23 documents somehow relate to.

24 JUDGE MUHL: She said involved in, but not the actor
25 who committed the unfair labor practice.

1 MS. TERRELL: Yes. Thank you for clarifying.

2 JUDGE MUHL: Okay. So with that limitation, then --
3 or clarification then I'm going to allow the amendment. I'll
4 allow the amendment.

5 MS. TERRELL: Thank you.

6 MR. MURPHY: May I speak with counsel for the General
7 Counsel for a second?

8 JUDGE MUHL: Sure.

9 MS. TERRELL: Off the record?

10 MR. MURPHY: We can go off.

11 (Off the record at 12:03 p.m.; to reconvene at 12:04 p.m.)

12 JUDGE MUHL: Okay. Let's go back on.

13 MS. TERRELL: All right.

14 JUDGE MUHL: Are you disputing Mr. Basalone's
15 supervisory status or agent status? I mean, technically, you
16 have 14 days to --

17 MR. MURPHY: Yeah. I mean, I --

18 JUDGE MUHL: -- answer it, but you know.

19 MR. MURPHY: Yeah. I mean, look. We can probably
20 respond to that after the lunch break.

21 JUDGE MUHL: Okay.

22 MR. MURPHY: Okay.

23 MS. TERRELL: If I may?

24 JUDGE MUHL: Go ahead.

25 MS. TERRELL: The next paragraph allegation, again a

1 housekeeping matter that we previously discussed is in
2 paragraph 6, retaliation, 6(i) in particular. There was a typo
3 with the date. It should read, "About June 8th, 2023,
4 Respondent discharged Andrade."

5 JUDGE MUHL: 6(i)?

6 MS. TERRELL: Yes, Your Honor?

7 JUDGE MUHL: Any objection?

8 MR. MURPHY: No objection.

9 JUDGE MUHL: Okay. That objection is granted as
10 well.

11 MS. TERRELL: And finally, in paragraph 8,
12 misrepresentation of the Union. Paragraph 8(a), it came to our
13 attention that the offending conduct happened earlier than it
14 originally stated in the complaint. And so instead of about
15 September 21st, 2022, it should read, about August 26th of
16 2022.

17 JUDGE MUHL: Any objection to that amendment?

18 MR. MURPHY: No objection.

19 JUDGE MUHL: Then that's granted as well, 8(a),
20 August 26th, 2022.

21 (Pause.)

22 JUDGE MUHL: You can go forward.

23 MS. TERRELL: That's it for me.

24 JUDGE MUHL: That's everything?

25 MR. MURPHY: When do we want to do the stip?

1 MS. TERRELL: And then the -- yeah, the stipulation.
2 Pardon me, Your Honor.

3 MR. MURPHY: Can I see it? The stip?

4 MR. CONCEPCION: No, we haven't written it out yet.

5 MR. MURPHY: Oh, you haven't written it yet. Okay.

6 MR. CONCEPCION: We have to address it.

7 MS. TERRELL: It's your stipulation, though.

8 MR. MURPHY: Okay. I mean, we're happy to write it.

9 MS. TERRELL: I mean, I can write it for you if you
10 want me to. No problem.

11 MR. MURPHY: Why don't you go ahead. You're probably
12 -- you'll be able to read your own handwriting.

13 MS. TERRELL: Okay.

14 (Pause.)

15 MS. TERRELL: Your Honor, we'd like to take a moment
16 to iron out the language for a stipulation that the parties had
17 discussed off the record relating to the at-will employment
18 issue, which is paragraph 5(e).

19 JUDGE MUHL: Okay. Let's go off the record.

20 (Off the record at 12:07 p.m.; to reconvene at 12:11 p.m.)

21 JUDGE MUHL: Let's go back on.

22 MR. MURPHY: Your Honor, pursuant to off the record
23 conversation with counsel for the General Counsel, we'd like to
24 offer a stipulation. The stipulation is as follows. With
25 respect to paragraph 5(e) of the second amended complaint,

1 Respondent will be prepared to stipulate as follows.

2 The language in paragraph 5(e), "Your employment is
3 at will, which means Trader Joe's may terminate it without
4 cause or notice. Store management will determine the
5 appropriate action based on the particular facts and
6 circumstances. Should you disagree with any of the information
7 contained in this document, you may submit a written statement
8 explaining your position. This statement will be added to your
9 personnel file," has appeared in Respondent's incident reports
10 for at least the last five years and was not modified before or
11 after the certification of the Union.

12 JUDGE MUHL: General Counsel stipulates to that?

13 MS. TERRELL: And no objection.

14 JUDGE MUHL: Okay. Then the stipulation is received.
15 Any other preliminary matters from the Respondent?

16 MR. MURPHY: Yes, Your Honor. Thank you.

17 We have a motion to dismiss or in the alternative a
18 motion for summary judgment to present, and we also have an
19 oral motion to amend our answer. Which of those would you like
20 us to --

21 THE COURT: Let's start for the motion to dismiss or
22 for summary judgment.

23 MR. MURPHY: Okay.

24 (Pause.)

25 MR. MURPHY: May I?

1 THE COURT: Go ahead.

2 MR. MURPHY: Thank you very much, Your Honor.

3 Respondent is moving for the dismissal or in the
4 alternative for summary judgment with respect to discreet
5 elements of the second amended complaint. In particular,
6 paragraph 5(e) and the related operational paragraph.
7 Paragraph 5(e) relates to the at-will statement that we just
8 discussed in the stipulation. Paragraphs 7(f) and (g), which
9 relate to so-called captive audience meetings and the concept
10 of cornering. And paragraph 9 of the complaint, which relates
11 to pre-discipline bargaining after the certification of the
12 Union.

13 With respect to the at-will statement, you know, as
14 the stipulation indicates, that language that's at issue has
15 been part of the employer's incident report for years. It was
16 not propounded or modified as a result of the advent of the
17 Union or anything that the Union did. We're not aware of any
18 Board law finding that an at-will -- that the maintenance of an
19 at-will statement in these circumstances is unlawful. In fact,
20 maintenance of at-will statements in these circumstances has
21 been found specifically lawful by the Board.

22 And in the T-Mobile v. U.S. case at 365 NLRB No. 23,
23 and in S&S Enterprises, LLC at 370 NLRB 59, we would -- in the
24 absence of any allegation relating to the adoption of this at-
25 will language or the attempt to enforce this at-will language

1 after the advent of the Union in a threatening or punitive
2 manner, it's lawful. Right? And we would ask you to dismiss
3 the allegations related to the at-will language on that basis.

4 We'd also note that part of the allegation alleges
5 that the at-will language is otherwise unlawful. That language
6 is too vague and ambiguous to put the Respondent on notice of
7 the nature of the conduct alleged, or the nature of the
8 violation alleged. And we would ask alternatively, that the
9 otherwise unlawful language be dismissed on that basis.

10 With respect to the so-called captive audience
11 meetings and cornering, both of those actions are specifically
12 permitted under current Board law. With respect to captive
13 audience meetings themselves, I would deign to suggest that
14 Your Honor is probably more familiar with that law than the
15 parties. And it's been the Board's law since 1948 in Babcock
16 and Wilcox.

17 With respect to the concept of cornering, frankly,
18 that's a creation of the Board's current General Counsel. And
19 there is no Board case finding it to be illegal as alleged, nor
20 is there even a case discussing what that conduct is, and what
21 the confines are. And for those bases, because the counsel for
22 the General Counsel attacks the conduct itself, the meetings,
23 the employee interactions with no separate allegation that
24 there is 8(a)(1) statements embedded therein, we would ask that
25 the complaint allegations relating to holding captive audience

1 meetings or whatever cornering is, meeting with crew members in
2 a way that the counsel for the General Counsel takes objection
3 to, we would ask that those complaint allegations be dismissed.

4 And then finally, with respect to the allegations in
5 paragraph 9 relating to the discipline that was given to
6 Mr. Andrade and Mr. Hoagland, the complaint alleges that the
7 employer violated the act by not engaging in pre-discipline
8 bargaining with the Union. Current Board law under CareOne,
9 369 NLRB No. 109, holds that employers are not obligated to
10 bargain prior to disciplining Union employees in accordance
11 with established disciplinary policy or practice. I'd also
12 refer you to Trump Aerostructures, 369 NLRB No. 123, and Argos
13 USA, LLC, 369 NLRB No. 108.

14 We would ask you to dismiss the bargaining -- the
15 direct bargaining obligation allegations on that basis.
16 There's also an alleged violation of Section 8(a)(5) with
17 respect to the derivative -- alleged derivative obligation to
18 provide information that was requested by the Union related to
19 these disciplines.

20 You know, again, Board law has established that where
21 an employer has no duty to bargain over a decision, it has no
22 corresponding duty to provide information related to that
23 decision. For example, See Pittsburgh Post Gazette, 371 NLRB
24 No. 141. And we'd ask you to dismiss those claims for those
25 reasons.

1 And we think that under either of the Board's
2 standards, and the standards developed by the federal courts
3 under Rule 12(b)(6) and Rule 56, that the -- with respect to
4 the dismissal, the claims which the General Counsel attempts to
5 assert are not currently cognizable and should be dismissed.
6 And with respect to the motion for summary judgment standard,
7 there is no set of facts that the General Counsel can establish
8 under current Board law that would support the claims asserted,
9 and we would ask that they be dismissed under either or both of
10 the motion to dismiss standard or the summary judgment
11 standard.

12 Thank you.

13 JUDGE MUHL: Do you want to make a response now?

14 MS. TERRELL: If we could, Your Honor, I'd like to
15 have more time. We were just presented with this motion.

16 JUDGE MUHL: Certainly.

17 MS. TERRELL: Thank you.

18 JUDGE MUHL: Let me just ask this. The areas -- the
19 allegations that Mr. Murphy has identified, those are areas
20 where, if you know, the General Counsel is seeking to change
21 current Board law?

22 MS. TERRELL: Yes, Your Honor.

23 JUDGE MUHL: Okay. So if you could get me a
24 response. I mean, we're going to be on trial this week but not
25 next week. So by the end of the following week.

1 And Mr. Murphy, I can tell you upfront that my job is
2 not to change law. My job is to apply whatever the current
3 Board law is to the allegations that I'm presented with. And
4 so I -- there's not rogueness to my approach. I'm not going to
5 be changing any law.

6 But in that same vein, we're going to be here for a
7 while. We're not talking about allegations, at least on their
8 face, that appear to -- would appear to require a lot of
9 evidence presentation. And for purposes of protecting the
10 record and also avoiding having to come back here on a remand
11 in the future, I'm likely going to be inclined to allow
12 evidence presentation, even if as you say, and I would agree
13 with you, all of these things currently are lawful under
14 existing Board law.

15 MR. MURPHY: May I be -- may I respond?

16 JUDGE MUHL: Sure.

17 MR. MURPHY: So Your Honor, we understand perfectly
18 your position with respect to Board precedent and, you know,
19 the way in which, as a result of this proceeding, how those
20 claims will be dealt with by you.

21 Assuming that that's now been established, he would
22 further argue that evidence -- that procedurally, under the
23 applicable rules of civil procedure, there is no mechanism
24 pursuant to which a party presents evidence in support of
25 claims that are not cognizable. And I'm not sure that I would

1 agree that it protects the record to allow the party to present
2 evidence with respect to, as I said, claims that are not
3 cognizable.

4 So if as you've just confirmed, you're inclined or
5 obligated to dismiss these complaint allegations, we would
6 further argue that evidence related to them is not relevant to
7 any issue and dispute in the case and ought to be ruled out.

8 JUDGE MUHL: Okay. So your position is noted. I'll
9 wait for the General Counsel's response, and then I'll make a
10 formal ruling when we're back -- at some point when we're back
11 on the record in the future.

12 All right. What about the amendment --

13 MR. MURPHY: Right.

14 JUDGE MUHL: -- amendments?

15 MR. MURPHY: I have one final thing, Your Honor.
16 We'd like to amend our answer to include an additional
17 affirmative defense.

18 JUDGE MUHL: Which is?

19 MR. MURPHY: Yeah. The National Labor Relations Act
20 as interpreted and/or applied in this matter, including but not
21 limited to the structure and organization of the National Labor
22 Relations Board and the Agency's administrative law judges is
23 unconstitutional.

24 And we understand, as we discussed in our pretrial,
25 that we're going to proceed. We're making the affirmative

1 defense to preserve the issue for future briefing and argument.

2 JUDGE MUHL: What's the General Counsel's position on
3 this?

4 MS. TERRELL: Although I should reserve the right to
5 further respond, I would say as an initial response, that we
6 believe that the NLRB and its administrative law judges are
7 constitutional.

8 JUDGE MUHL: Give me one minute here.

9 MR. MURPHY: If you'd like, we can email the text of
10 that around.

11 JUDGE MUHL: Sure. That would be helpful.

12 (Pause.)

13 MR. CONCEPCION: Chris, this is a Chevron defense
14 issue.

15 MR. MURPHY: What's that?

16 MR. CONCEPCION: This is a Chevron defense issue?

17 MR. MURPHY: I don't believe so. I believe it goes
18 to the manner in which the Board is structured and -- are we on
19 the record or off the record, Your Honor?

20 JUDGE MUHL: We're on right now.

21 MR. MURPHY: Are you asking me to explain it on the
22 record?

23 JUDGE MUHL: Do you want to go off?

24 MR. CONCEPCION: No, no. I just wanted to know
25 whether it was a Chevron defense.

1 JUDGE MUHL: All right. I have discretion under
2 102.23 of the Board's rules to allow the Respondent's
3 amendment. We just opened the hearing this morning, so I'm
4 going to allow that. I'm certainly not going to be ruling on
5 my own constitutionality anytime soon. So you'll have to take
6 that up with the Board and with the federal courts.

7 MR. MURPHY: Understood, Judge. Thank you.

8 JUDGE MUHL: All right. Anything further?

9 MR. MURPHY: No, sir.

10 JUDGE MUHL: All right. Then we're going to proceed
11 with opening statements now, and I'm going to invoke the
12 sequestration rule. So if there are any witnesses in the room
13 at this time, I will politely ask you to please leave. Thank
14 you.

15 MR. CONCEPCION: One question about the sequestration
16 order, with regard to discriminatees. I think you said that
17 they may have a right to be here up to a certain point.

18 JUDGE MUHL: Right.

19 MR. CONCEPCION: And that point would be when
20 testimony about them comes about?

21 JUDGE MUHL: Anything that they're expected to
22 testify about.

23 MR. CONCEPCION: Okay. I just wanted to be clear
24 about that.

25 JUDGE MUHL: Yeah.

1 MS. TERRELL: Can we go off the record for just a
2 second?

3 JUDGE MUHL: We can. Let's go off.
4 (Off the record at 12:27 p.m.; to reconvene at 12:43 p.m.)

5 JUDGE MUHL: Okay. Are you ready to proceed?

6 MR. CONCEPCION: Yes, Your Honor.

7 With regard to the issue of sequestration --

8 JUDGE MUHL: This is off the record?

9 MR. CONCEPCION: Are we on the record?

10 JUDGE MUHL: Do you want it off or on?

11 MR. CONCEPCION: We can do it off. It doesn't
12 matter.

13 JUDGE MUHL: The prior discussion was off the record,
14 right?

15 (Off the record at 12:43 p.m.; to reconvene at 12:50 p.m.)

16 JUDGE MUHL: Is the General Counsel ready to proceed
17 with an opening statement?

18 MS. TERRELL: Yes, Your Honor.

19 JUDGE MUHL: You can go ahead.

20 **MS. TERRELL: Your Honor, as you may know, Trader
21 Joe's is a specialty food grocery store with a nautical theme.
22 This is a classic case of an employer's overreaction to a
23 Union's organizing drive. They said the wrong things by
24 threatening workers at group meetings and interrogating
25 workers, and in one-on-one meetings, and did the wrong things

1 for maintenance of overly broad policies in the discriminatory
2 enforcement of those policies, threatening some, sending two
3 home, and disciplining two more, ultimately resulting in a
4 discharge for pretextual reason that defies logic.

5 Respondent has refused to bargain the discharge and
6 refused to provide information to the Union relating to the
7 bargaining of that discharge. Additionally, after the Union's
8 successful election in two stores, Trader Joe's launched a
9 long-term strategy to chill further Union activity in its
10 stores nationwide. It accomplished this by, among other
11 tactics, attempting to sow doubt with employees through
12 misrepresentation of the nascent, independent union in Trader
13 Joe's nationally distributed employee newsletters on its
14 internal employee website, and in physical store postings.

15 Respondent then demanded the Union bargain through
16 confusing and arbitrary limitations in order for the Unionized
17 stores to receive the same status quo retirement package it
18 gave employees nationwide.

19 But agreement was never reached with the Union and
20 Respondent unilaterally implemented inferior benefits for the
21 unionized stores and gave the status quo benefit to its
22 nationwide stores -- non-unionized nationwide stores.

23 Respondent knew this group was just getting their sea
24 legs and weaponized the negotiation of the retirement benefit
25 in order to make good on the threats it stated during the

1 organizing drive. And as a cherry on top, misrepresented the
2 law and what had transpired with the Union to both local and
3 national employees in an effort to prophylactically chill
4 further organizing activity throughout all of its stores.

5 Now that you have the lay of the keel, I'll give you
6 more specifics about what the evidence will demonstrate. So
7 within 20 days prior to the Union election in Hadley,
8 Massachusetts, Trader Joe's store managers discriminatorily
9 enforced its overbroad appearance policy, threatening to send
10 home and threatening to issue negative appraisals, which
11 typically result in the denial of a raise, 18 times, and in
12 fact, sent two -- sent home two of the most outspoken Union
13 supporters, Maeg Yosef and Jamie Edwards, resulting in a loss
14 of pay for those employees, all because the employees wanted to
15 wear a small button on their uniform, showing their support for
16 the Union.

17 Although Respondent's appearance policy at the time
18 is facially overbroad, prohibiting all adornments unless
19 approved by a manager, the record will show that Trader Joe's
20 had a history of deviating from its appearance policy in both
21 small and major ways.

22 As the election drew nearer, high ranking officials
23 because visiting the Hadley store, seemingly daily, and along
24 with local management, began meeting with employees one-by-one
25 and in groups. At these meetings, these employees were

1 interrogated and threatened. Some of these employees
2 affirmatively declined to participate in Trader Joe's captive
3 audience meetings, but management insisted.

4 Counsel for the General Counsel urges Your Honor to
5 consider that legal guardrails should be installed to protect
6 employees who choose not to engage in these meetings. The
7 complaint also invites you to consider the limitations of the
8 doctrine in Tri-Cast during this pre-election period.

9 So on the day after the employees in Hadley's store
10 filed their petition, managers at all stores nationwide were
11 instructed by president of stores, Jon Basalone, and a
12 corporate top banana at Trader Joe's to sus out Union activity
13 at their stores, and encourage those managers nationwide to
14 have "an open dialogue with crew members about their
15 experience" and "remind them that Trader Joe's has always made
16 an effort to address their concerns." And also to share that
17 if a Union were to be selected, that their "conversation" would
18 be placed in the hands of the Union reps.

19 Hadley's then Captain Brandon Silva, an executive
20 vice president, Tracy Anderson, took this directive a step
21 further. Not only impliedly threatening that employees would
22 lose their direct relationship with management, but that
23 because current management disliked working with Unions, the
24 composition of the stores' managers would change and conditions
25 would deteriorate should the employees choose representation.

1 Although the former alone may currently be allowable
2 under Tri-Cast, when weaved with the threat of the latter, the
3 law should not allow either to stand. Also, during this pre-
4 election period, Trader Joe's decided to fire its first shot
5 across the bow when it presented the only written warning crew
6 member Woody Hoagland had received in his 13 years working for
7 the company, all for missing a package of deli meat stuffed in
8 a customer's personal belongings while Woody was working the
9 register.

10 Hadley crew will testify that missing a product at
11 checkout is a frequent issue because of Trader Joe's
12 intentional checkout procedures, and that no one had ever
13 before received discipline prior to Hoagland for this type of
14 minor infraction at the Hadley store. In fact, crew routinely
15 gives away products of a similar value even without the need of
16 management approval. You see, Woody was more than just a
17 supporter of the Union. He told the story Trader Joe's did not
18 want told, that he had lost his Trader Joe's health insurance
19 after his cancer diagnosis, and this was the reason he sought
20 representation.

21 As will be demonstrated from the record evidence,
22 this was not the only load of turkey, you will have to consider
23 from this employer. In the case of Steve Andrade, Trader Joe's
24 mounted a six-month effort to remove him from the store. Steve
25 had spent nearly 20 years as a sign artist for Trader Joe's,

1 receiving repeated glowing reviews and characterized as the
2 "creative backbone" of the store. When, around the time of the
3 certification Respondent announced that it was changing the
4 sign artists role, and it would no longer be allocating time
5 for making signs, Steve was the most vocal artist to "push
6 back" on this decision at the Hadley store.

7 Despite being asked to continue the sign-making tasks
8 without dedicated time to do so, Steve received a written
9 warning in December of 2022 for being away briefly from the
10 register during a lull in customers in order to update a few
11 price tags.

12 Store management specifically cited Steve's
13 "skepticism" and push back about the changes to the sign making
14 role when it issued him an uncharacteristically negative
15 appraisal in the winter of 2023, denying him a raise. Before
16 certification, Steve's attitude had never been an issue in this
17 career at Trader Joe's. You see, at this point, Steve was also
18 a known Union supporter, participating in all Union job actions
19 and served as the custodian for the storage of the Union pins
20 that Respondent found so offensive, which perhaps
21 coincidentally vanished from his work station the week before
22 his discharge.

23 What is undisputed is that within a week after high
24 level managers came one evening to clean out the sign artist's
25 space, Steve was discharged, ostensibly for not removing a

1 small power tool that had been in the store for nearly a
2 decade, that had been purchased by the store, and had last been
3 used by a store supervisor. I know. There doesn't seem to be
4 any logic.

5 What seems clear is that someone found something, and
6 Steve paid the price.

7 Also paragraph 9 of the complaint relates to Steve's
8 discharge because after the Union requested to bargain about
9 the discretionary discipline and requested to obtain documents
10 in connection with the discharge for bargaining purposes,
11 Respondent refused both despite having a duty to do so.

12 So tacking the sail here, I will turn to Trader Joe's
13 post-election conduct designed to undermine the Union. First,
14 it is important to know that Trader Joes are experts at
15 marketing and corporate communicates directly and frequently
16 with their ranks through its national written publications.
17 The evidence will show after employees won the election in
18 Hadley, Massachusetts and in Minneapolis, Minnesota, Trader
19 Joe's corporate group launched a massive campaign of employee
20 persuasion designed to undercut the Union.

21 Locally, in Massachusetts, in late August, Respondent
22 posted a notice to employees, stating that specific individuals
23 and not the Union would receive the crew's "confidential
24 personnel information." Predictably, this action unnerved
25 employees at the Hadley store. Then, starting in late

1 September 2022, Trader Joe's advertised in its company
2 bulletin, then promulgated on both its internal employee
3 website and in physical postings in its stores nationwide, so-
4 called bargaining updates, misrepresenting that the Union "had
5 no bargaining representative," and that it had "received no
6 response from the Union," though it had in fact exchanged
7 communications with the Union, including a request for
8 information.

9 These updates were not only pushed to stores that it
10 knew were actively organizing, but again, were distributed to
11 all of its nearly 550 stores in an effort to prophylactically
12 frame employees' conversations about the Union.

13 Meanwhile, Trader Joe's maintained an overly broad
14 social media policy in its national handbook that a reasonable
15 employee would interpret as limiting their own speech.
16 Additionally, it maintained in its disciplinary notices that
17 the crew's employment was "at will," despite certification of
18 bargaining representatives at two stores.

19 Another aspect of Trader Joe's post-election conduct
20 designed to undermine the Union involved the hot potato issue
21 of employees' 401(k) retirement benefit. This topic was an
22 important reasons employees cited in why representation was
23 needed at Trader Joe's.

24 For the better part of a decade, employee's saw
25 fluctuations, mostly resulting in a decline, in the percentage

1 of the benefit they were eligible to receive beyond their wages
2 for retirement. Since at least 2013, the employer had tweaked
3 the benefit it offered to employees from year to year,
4 sometimes keeping it around 10 percent contribution, and
5 sometimes changing the terms drastically.

6 Employees didn't know what to expect for their
7 retirement from year to year. After certification at Hadley
8 and Minneapolis in 2022, Respondent decided unilaterally, the
9 retirement benefit it would implement for the unionized stores
10 without reaching agreement with the Union. Though, as the
11 complaint alleges, the status quo for 2022 was truly the
12 retirement formula Respondent was offering to the other
13 employees nationwide, consisting with the terms changing from
14 year to year.

15 Respondent chose instead to concoct disagreement
16 about the issue with the Union and unilaterally decide what it
17 wanted to implement for the represented stores. What Trader
18 Joe's ultimately provided to the non-unionized stores was -- to
19 the non-unionized stores was far superior to the terms given to
20 the unionized stores. And as you will conclude from the
21 evidence, this was by design.

22 To add insult to injury, Trader Joe's weaponized the
23 unlawful situation it had created to further misrepresent both
24 locally and nationally what had happened with the unionized
25 employees' retirement, blaming the Union for its represented

1 employees not receiving the benefit and further chilling Union
2 support.

3 Additionally, on a local level, Trader Joe's led its
4 employees to believe they would be receiving the superior
5 benefit by directing those employees at the Hadley and
6 Minneapolis stores to make elections for the superior benefit.
7 Then at the last moment, ripped it from them, all while blaming
8 the Union in its publications. It didn't have to be this way.
9 The Union had accepted the Employer's nationwide offering, but
10 instead, Trader Joe's wanted a situation to exploit for its own
11 gain.

12 In conclusion, counsel for the General Counsel
13 requests that because of the far-reaching nature of the
14 violations that impacted every store, and because Trader Joe's
15 has attempted to delegitimize and undermine the Union at every
16 step, enhance full effectuation remedies, including a national
17 posting, are appropriate and necessary.

18 Also, though any meritorious discharge requires
19 backpay and reinstatement, we ask that thrive remedies are
20 ordered in the case of Steve Andrade on the basis of
21 Respondent's failure to bargain his discretionary discipline
22 alone.

23 Thank you.

24 JUDGE MUHL: Thank you, Ms. Terrell. Mr. Murphy, do
25 you wish to make an opening statement on behalf of the

1 Respondent at this time?

2 MR. MURPHY: I do, Your Honor. Yeah.

3 JUDGE MUHL: Proceed.

4 **MR. MURPHY: Thank you and good afternoon.

5 So myself and Ms. Phillips represent Trader Joe's and
6 Ms. Terrell represented it as a specialty grocery store. I
7 think that the case will show that it's really a special
8 grocery store. Different from all the rest of its national
9 competitors.

10 As Ms. Terrell indicated, there's about 540 stores
11 nationwide. The two at issue here, Hadley and Minneapolis,
12 voted to be represented by Trader Joe's United more or less at
13 the same time, late July, early August of 2022. And so Trader
14 Joe's has a completely different way of serving its customers
15 than any other grocery store. And Ms. Terrell got it right.
16 They are masters of marketing. And what they've done is
17 they've marketed their brand. And the brand represents an
18 experience.

19 You'll see in documentation the so-called wow
20 customer experience, and all of the effort of the company. And
21 the crew members, as they're called, in the stores is focused
22 on delivering that wow experience that you can only get at
23 Trader Joe's.

24 And it's as part of that wow customer experience that
25 Trader Joe's initially prohibited employees from wearing Union

1 pins, in ways that I'll discuss in a minute. And they believe
2 then and believe now that that was privileged under the special
3 circumstances exception to the otherwise applicable right to
4 wear Union pins or insignia. And we're reserving that
5 argument, and we'll put on evidence with respect to it.

6 However, the facts related to the -- and frankly,
7 virtually everything that Ms. Terrell said is massively less
8 hyperbolic than she would lead you to believe.

9 With respect to the pins, you'll notice in the
10 complaint that there's no allegation of activity with respect
11 to the pins in paragraph 5(b), after June 11th, 2022. And that
12 is because on that date, or on or about that date, Trader Joe's
13 and Hadley stopped commenting on the pins, stopped trying to
14 police the wearing or the not wearing of pins. And so from on
15 or about July 11th to the present, there has not been a single
16 pin violation alleged.

17 And so from Trader Joe's perspective, that complaint
18 allegation, now bordering on 18 months old, has effectively
19 been remedied, in that any further remedial action in this case
20 would not be consistent with the interest of the acts. The
21 company has done everything that an order from Your Honor would
22 do.

23 The employees, when they started to wear pins went
24 through three stages. The initial stage was employees were
25 approached and they were -- if they were wearing a pin, they

1 were instructed in general terms that they could take the pin
2 off and remain at work, or if they wanted to keep the pin on,
3 they would have to clock out and go home.

4 So Ms. Terrell says the two employees were sent home
5 by the company. They were not sent home. They chose to keep
6 the pin on, clocked out, and went of their own volition. Okay?

7 The second phase of the pin process involved the
8 company saying to individuals that you're wearing a pin that's
9 inconsistent with or -- inconsistent with the uniform policy
10 and that particular program was in effect for a very short
11 period of time. And after that -- after June 11th, no more
12 attempts to police the pin.

13 The company recognized that the second statement
14 theoretically could be viewed as a threat of adverse
15 consequences, particularly because there is a box on the crew
16 member review form that says, you know, meets expectations
17 under the uniform policy. The company went through all of the
18 crew member reviews, and reviewed each and every one of them,
19 and ensured that there is -- that there was no mention or no
20 taking into account of the -- anybody who wore a pin. So there
21 was no adverse consequence to anybody for wearing a pin.

22 And frankly, given the litigiousness of this Union,
23 if there had been an allegation of an unfair review, it
24 would've been pled. It's not.

25 With respect to the social media guidelines, that

1 policy has been in effect for a number of years. There is a
2 disclaimer at the end of the policy that says, "Nothing in this
3 policy is designed to interfere with, restrain, or prevent a
4 crew member's lawful right to engage in communications
5 regarding wages, hours, or other terms and conditions of
6 employment with -- in accordance with applicable law."

7 To the extent that there were individual issues with
8 the verbiage of the social media policy, and we dispute that,
9 we would argue that the disclaimer cured any of those. And
10 frankly, the Union and its members were avid social media
11 posters, posting on hotly contested matters at the store,
12 posting with respect to Section 7 activity.

13 So the claim that this policy somehow restrained or
14 coerced a reasonable employee in the exercise of their rights
15 is frankly belied by the conduct.

16 With respect to Mr. Andrade, you'll hear several
17 versions or receive evidence of several versions of his
18 termination and the reasons for it. Here's what happened. In
19 late May or early June of 2022, the captain of the store, and
20 by the way, I should say that consistent with the nautical
21 theme that Ms. Terrell referred to, the -- in the traditional
22 grocery store world, the store manager is referred to as the
23 captain. The assistant store managers are referred to as
24 mates. They are statutory supervisors. There are two other
25 classifications. There is a merchant classification, and I do

1 not believe that the merchant classification will be at issue
2 in this case, but that is a statutory employee position.

3 Everyone else is a so-called crew member. And that
4 would be equivalent roughly to the traditional, you know,
5 retail grocery store clerk. So we'll used the term captain,
6 mate, and crew member throughout.

7 Mr. Andrade was seen by the then-captain of this
8 store, Brandon Silva, using a jigsaw on the back loading dock
9 of the store. And Mr. Silva will testify to his literal
10 astonishment that a crewmember was using a power tool. He
11 instructed Mr. Andrade to get rid of it, take it home. And Mr.
12 Andrade indicated that he would.

13 Four or five months later, in early October, Mr.
14 Andrade was observed by the new store captain, Mat Vincent.
15 And by the way, Mat is with one T. Mat Vincent and a mate,
16 Russell Wells, on the back dock again, using a jigsaw to cut
17 Masonite, which is the form of material that the store uses to
18 make signs.

19 Captain Vincent was astonished that a crewmember
20 would be using a jigsaw, or any power tool, on the store's
21 property. And he immediately admonished Mr. Andrade and told
22 him to remove the power tool. Mr. Andrade told him that the
23 tool belonged to him and that he would do so.

24 Now, at the same time that this was going on, Mr.
25 Andrade had in fact -- there's no doubt that he's a very

1 skillful artist. No doubt about it. But the company's
2 approach to signage, overall, not at Hadley, but overall had
3 changed from sort of traditional -- I'm not familiar -- I don't
4 know how familiar you are with Trader Joe's, but if you have
5 any level of familiarity, you'll go in and there'll be -- or
6 historically, there were big displays that were build by the
7 store, beautiful art that was made by store crew members.

8 And at the captain's meeting in 2022, there was a
9 decision to deemphasize and modify the function of the art in
10 the store, and to move away from those elaborate designs, and
11 instead to focus more on functional signs, which were much
12 simpler, that had product information and price information.

13 And so as a result of that, Mr. Andrade was required
14 to spend far less time doing art-related functions. And
15 managers, crew and mates, who had scheduled him to do other
16 things, the two major functions in the store are so -- you'll
17 hear these terms, working product. That basically means
18 stocking the shelves and replenishing the shelves, and helping
19 the customers in the aisles, and customer experience, which
20 basically means working in the front end of the store on the
21 registers.

22 So whereas maybe historically Mr. Andrade was left
23 alone to do whatever his art was, under the modified approach
24 to the art function, he was required to do other crew tasks,
25 work product, and work the register, and customer experience,

1 and he didn't want to do that.

2 And as soon as he was assigned to a particular area,
3 at the drop of a hat, he was gone. And the mates and the
4 captains had to search for him repeatedly, and counsel him that
5 he was required to participate in these other crew functions.
6 And there is repeated documentation of these activities -- his
7 activities and the counseling that followed it.

8 That culminated in the written warning that was given
9 to him in December of 2022, which specifically references his
10 failure to follow the instructions that were given by various
11 supervisors over a period of time, including at a meeting with
12 the store captain, Mat Vincent, and his direct -- or the
13 person, the supervisor that had direct responsibility for the
14 art function, Noreen Munoz.

15 So he was given a written warning for that. Part of
16 the art revamp involved direction to Mr. Andre and his
17 colleagues that they clean out the art area, which had -- took
18 up a disproportionate amount of space. He and his colleagues
19 didn't follow that direction, and it got to the point that
20 supervisors needed to say, okay, if this isn't done by the end
21 of the week, we're going to do it. And when the supervisor --
22 when the captain was cleaning out the art room area, he found
23 the saw that six or eight months later -- prior, I'm sorry, Mr.
24 Andrade had been directed to take home and said that he would.

25 Captain Vincent took the saw, put it in a safe place

1 for safekeeping, conducted an investigation, spoke with Mr.
2 Andrade, gave him an opportunity to write a statement. Mr.
3 Andrade's statement contradicted the story that he previously
4 provided, that the saw belonged to him. This time, he said it
5 belonged to his wife. He gave a long explanation of why he
6 didn't take it home. The long and short of it is that he
7 acknowledged that he was obligated to take it home and did not
8 do so. He was terminated for failing to remove the power saw.

9 There is no one else who's ever been terminated for
10 refusing to remove a power saw from the premises. There are
11 several other witness statements that we'll produce that
12 provide different variations on a theme here, and you'll see
13 statements by Mr. Andrade himself to the press that present yet
14 a different version. So we think: A) that Mr. Andrade is not
15 credible; and B) that the circumstances warranted the
16 discipline meted out.

17 Mr. Hoagland was disciplined for failing to ring up
18 about \$7.50 of turkey deli meat. The customer called the store
19 when they got home and checked their receipt against their
20 goods and realized that they hadn't been charged, in a manner
21 that you'll hear people talk about what a Trader Joe's customer
22 is, this customer called and said, hey, you made a mistake.
23 You didn't charge me for this turkey.

24 Mr. Hoagland was confronted with that. He was
25 equivocal as to whether it happened or not, essentially saying

1 it could've happened. It might've happened. And he was
2 written up for that, given a written warning.

3 The evidence will show that he had previously been
4 counseled about this very type of activity, mishandling
5 transactions at the front end. And so the natural consequence
6 of a second incident of the same nature is the issuance of a
7 written warning. And we think the basis of the written warning
8 is legitimate.

9 With respect to the interrogations, frankly, we're a
10 little bit in the dark about those, and we'll find out more,
11 and I'm assuming our crews will meet whatever comes out. But
12 with respect to the captive audience meetings, and the
13 cornering allegations, as we've already indicated, those should
14 be dismissed. The same too with the at-will employment
15 language. That should be dismissed.

16 With respect to the misrepresentation of the Union,
17 you'll receive the bargaining updates. You'll hear testimony
18 about what happened and what caused them to be issued, what the
19 facts precedent were. And I think that all of those fall
20 within -- I think they're true, but I think they fall within
21 the general parameters of discussion of people's positions at
22 the bargaining table and are not unlawful.

23 With respect to the obligation to provide information
24 to the Union and to bargain over discipline before implementing
25 it. Again, those allegations should be dismissed. In her

1 opening, Ms. Terrell said that the company and the Union -- I
2 think she said an agreement was never reached between the
3 company and the Union about the 401(k) plan.

4 In paragraph 10(a) of the complaint, the counsel for
5 the General Counsel alleges Respondent and the Union reached an
6 agreement to maintain the status quo by providing employees at
7 the Hadley and Minneapolis store the same variable rate benefit
8 that Respondent was providing to other employees nationwide.

9 You'll see from the documentation and the testimony
10 that in the period beginning on November 30th and culminating
11 on December 2nd, that the parties were in tense discussions,
12 bargaining about what the 401(k) benefit was going to look
13 like. Okay? And the documentation shows that the company
14 presented a final offer on what the 401(k) benefit would be for
15 2022, and that the Union indicated in correspondence that it
16 accepted the company's terms.

17 The Union then attempted to add language to that
18 agreement, which had been specifically rejected by the company.
19 And that contrary to the company reneging on that deal, it was
20 the Union that did so. Okay? And derivatively, we would take
21 issue with the counsel for the General Counsel's
22 characterizations of A) what the status quo was with respect to
23 the 2022 401(k) benefit; and what an employer's obligation is
24 with respect to implementing changes in a situation where an
25 employer is either, and pardon my language here, but damned if

1 you do and damned if you don't.

2 So we would suggest to you, Your Honor, that there is
3 no violation with respect to the -- with the 401(k), either
4 with respect to reaching an agreement or with respect to the
5 alleged weaponization of it. Because as you'll see, Trader
6 Joe's tried repeatedly to give the Union that benefit. And the
7 Union refused to accept it because they intended -- they
8 attempted to required the company to agree to terms that were
9 not necessarily part of that issue.

10 With respect to the remedies, Trader Joe's is not a
11 recidivist. It's not even an employer that has had dealings
12 with the Labor Board for any relevant period. So the remedies
13 that the counsel for the General Counsel seeks are
14 extraordinary ones, nationwide communications, nationwide
15 postings, thrive remedies.

16 And I think that even if the General Counsel proves
17 some or all of the claims made in the complaint, that the facts
18 and the violations won't support the extraordinary remedies
19 sought. And in fact, that this is a case in which the Board's
20 traditional remedies, you know, two facilities are involved.
21 Okay? And any remedial posting ought to be limited to those
22 two facilities, and any backpay relief that Mr. Andrade might
23 be entitled to, and obviously, we argue that there is none,
24 ought to be limited to the Board's traditional backpay
25 remedies, especially because Mr. Andrade has indicated that

1 he's attempting to make a living as an illustrator and has --
2 at least as far as we know, chosen to forego other forms of
3 employment to give that a shot.

4 And for all of those reasons, Your Honor, we would
5 ask that at the -- that you dismiss the counts -- the claims
6 which are contrary to current Board law, and that with respect
7 to the other claims, at the conclusion of the hearing and the
8 briefing, that you find that the employer did not violate the
9 NLRA and dismiss the complaint in its entirety. Thank you.

10 JUDGE MUHL: Thank you, Mr. Murphy. Let's go off the
11 record.

12 (Off the record at 1:29 p.m.; to reconvene at 1:32 p.m.)

13 JUDGE MUHL: Okay. Let's take until -- it's 1:30
14 now, right? Okay. Let's take until -- 2:40 enough time?

15 MS. TERRELL: Yes.

16 (Off the record at 1:32 p.m.; to reconvene at 2:46 p.m.)

17 JUDGE MUHL: Let's go back. General Counsel, you can
18 call your first witness.

19 MS. TERRELL: Yes. Counsel for the General Counsel
20 calls Maeg Yosef.

21 JUDGE MUHL: Raise your right hand for me.
22 Whereupon,

23 MAEG YOSEF, GENERAL COUNSEL'S WITNESS,
24 Having been first duly sworn was called as a witness and
25 testified as herein follows:

1 JUDGE MUHL: Can you state your name and spell it for
2 the record, please?

3 THE WITNESS: Yes. My name is Maeg Yosef, M-A-E-G,
4 Y-O-S-E-F.

5 MR. MURPHY: Before we go on the record, do you
6 pronounce your name Meg, just like M-E-G, or do you pronounce
7 it like May with a long --

8 THE WITNESS: Meg, rhymes with egg.

9 MR. MURPHY: It rhymes with egg?

10 THE WITNESS: Just Maeg, yeah.

11 MR. MURPHY: Okay. Good.

12 DIRECT EXAMINATION

13 BY MS. TERRELL:

14 Q Good afternoon, Maeg.

15 A Good afternoon.

16 Q As you know, I'm Catherine Terrell, and I'm counsel for
17 the General Counsel. Forgive me if they've already asked you,
18 but did you state your name and spell it for the record?

19 A I did.

20 Q Okay. Excellent. And Maeg, what do you do for a living?

21 A I'm a crew member at Trader Joe's in Hadley. I also do
22 some freelance marketing work, and I also serve as the
23 communications director for Trader Joe's United.

24 MR. MURPHY: Could you -- Your Honor, could you ask
25 her to keep her voice up just a tad?

1 JUDGE MUHL: Just a little bit, so we can hear.

2 THE WITNESS: Sure.

3 MR. MURPHY: Could you repeat that answer --

4 JUDGE MUHL: Could you repeat that for us?

5 MR. MURPHY: -- crew member at Hadley?

6 THE WITNESS: I'm a crew member at Trader Joe's in
7 Hadley, Massachusetts.

8 MR. MURPHY: Okay.

9 THE WITNESS: I also do freelance marketing. And I
10 also serve as a communications director for Trader Joe's
11 United.

12 BY MS. TERRELL:

13 Q And Maeg, about how long have you worked at Trader Joe's?

14 A Since April 2004.

15 Q So almost 20 years?

16 A Correct.

17 Q And what is your current position at Trader Joe's?

18 A A crew member.

19 Q And have you ever held another position in the store?

20 A Yes. From roughly 2013 to 2015, I was a mate at the
21 Hadley store. And from roughly 2008 to 2013, I was a crew
22 member who was on the sign team.

23 Q And has all of your time working for Trader Joe's been at
24 the Hadley, Massachusetts store?

25 A Yes.

1 Q Maeg, are you issues -- or were you issued any tools when
2 you started work at Trader Joe's?

3 A Yes. Crew members are issued a Sharpie, a box cutter
4 knife, and a holster for their knife.

5 Q Okay. And with your time as a mate, were those tools
6 issues at the time you were a mate?

7 A Yeah.

8 Q Same ones?

9 A Same ones.

10 Q Why the box cutter?

11 A We use a box cutter repeatedly throughout the day to open
12 boxes, to cut pallet wrap, to cut down cases so that they stack
13 in smaller space. So it's -- we're constantly using the box
14 cutter throughout the day.

15 Q Now if you will, tell me a little bit about what a day at
16 work is like for a crew member at Trader Joe's. Just kind of
17 give me a rundown of the day.

18 A Uh-huh. Each day is a little different based on the hours
19 worked. I typically work mornings, so a typical day for me
20 might be going in at 6:00 a.m., drop my things, punch in, look
21 at my assignment on the daily log.

22 Q So I'll stop you right there for a second.

23 A Uh-huh.

24 Q So tell me what -- describe the daily log for me. What's
25 the daily log?

1 A The daily log is basically a schedule of the day. So it's
2 a chart that's printed out for each day that lists, excuse me,
3 on one -- like on the left side, all the crew members who are
4 working that day in the order that their shifts begin. And
5 then to the right, we can see like it -- our shift is broken up
6 into hours, and we're assigned a duty for each hour.

7 Q And where is this log maintained? Where do you go check
8 it?

9 A At the front of the store, by the registers.

10 Q Okay. Is that area where the log is maintained, is that
11 called anything particular in Trader Joe's nomenclature?

12 A In the nautical nomenclature, it's called a bridge. We
13 also call it the office.

14 Q Okay. And I'll ask you to describe the store for me. So
15 --

16 MR. MURPHY: Your Honor, can we go off the record for
17 one second?

18 JUDGE MUHL: Sure.

19 (Recessed at 2:51 p.m.; to reconvene at 2:52 p.m.)

20 BY MS. TERRELL:

21 Q So again, Maeg, can you in your own words kind of just
22 take us through the store before you continue about, you know,
23 what you do for the day.

24 A Okay.

25 Q So when you first walk in to the public entrance --

1 A Uh-huh.

2 Q -- you know, what do you see?

3 A Okay. So when you first walk in to the front entrance,
4 you enter a vestibule with sliding doors in front of you and
5 behind you. You continue on to the sales floor, and on the
6 left is a flower display. Produce is ahead of you. If you
7 look to the right, there is a bank of nine registers that
8 follow the front wall of the store, where there are windows,
9 and continue kind of like in between the front door and the
10 office. There are rows are, you know, shelving, product that
11 go -- run diagonally from the front of the store to the back.
12 If you walk past the registers on your right, past the office
13 on your right, there will be a small hallway ahead of you with
14 two restrooms and a break room at the far end. And there's
15 also, if you walk -- if you were to turn left, instead of going
16 down the small hallway, you would arrive at the -- there's a
17 demo kitchen in the far right corner of the store, and that's
18 also where the entrance to the backroom is.

19 Q So you used the term demo -- demo room. Can you tell us
20 what that is?

21 A Prior to the pandemic, we had a demo kitchen in that area,
22 where crew members would prepare and hand out free samples.
23 But now that room has been enclosed with a door, and we do our
24 demo samples like out on the sales floor.

25 Q And then you also referenced a back room.

1 A Uh-huh.

2 Q What -- can you describe the back room to me?

3 A Yeah. So you walk through the back room, through these
4 like swinging doors, and to your right when you enter, there's
5 another door, which is to our walk-in refrigerator. To your
6 left, there's a rolling door, which is where -- goes out to our
7 loading docks as we're -- we receive trucks. And then to the
8 right, if you continue kind of around the corner of that room,
9 the far end, there's a door to our walk-in freezer, and there's
10 also an art space. That's where the artists work, next to the
11 freezer.

12 Q Okay. So now I'll -- now that I've detoured you there,
13 let's -- after you've looked at the log book, tell me --
14 describe for me what else do you do when you're on shift.

15 A Right. So once you look at the log, you know, if you're
16 -- if it's prior to open, I'll look at the log. That will give
17 me my assignment before we open. So I might go work an entire
18 section. You might go break pallets. And then at 8 o'clock,
19 or just before 8 o'clock, I should say, before we open for
20 customers, we typically, although we don't always have time for
21 it, have a huddle by the registers. That's where a manager can
22 deliver any announcements or pertinent information about the
23 rest of the day. And after that, it's just about keeping an
24 eye on -- checking the log, and you're going to be assigned
25 something for each hour, either you'll be assigned to the

1 product team, which is focused on working product, or you'll be
2 assigned to the customer experience team, which is mainly
3 running the register and, you know, cart runs, things like
4 that.

5 Q Okay. We'll talk a little bit more about that, but I want
6 to kind of swing back and define some terms. So you said a
7 huddle. Is it fair to say that a huddle is a meeting?

8 A It's like a five-minute meeting. Yes.

9 Q And who -- what classifications of employees would
10 typically be included in a huddle?

11 A Everyone who's working at that moment is expected to come
12 up for the huddle. So it's managers deliver announcements at
13 the huddle, and all of the crew members and merchants will
14 listen.

15 MR. MURPHY: Crew members are what? I'm sorry.

16 THE WITNESS: Crew members and merchants will listen.
17 So -- but everyone's there.

18 BY MS. TERRELL:

19 Q Okay. Now, I want to circle back to you said that there
20 were two primary tasks that are asked of you during the course
21 of the day. And one of them is the customer experience team.
22 And you already testified that part of that is being on the
23 register. How do customers collect the products that they buy
24 when they're shopping at Trader Joe's?

25 A There are several ways that they can do that: in a

1 shopping basket that you carry around, into a cart that's on
2 wheels, a grocery cart. Some customers will shop into their
3 own reusable bags. Some other customers will just shop into
4 whatever they have handy, like a backpack or purse. That's the
5 more typical, like people -- we have students who are, like,
6 taking the bus, or people who are on bicycles. So there's a
7 lot of different ways that people will shop that's convenient
8 to them.

9 Q And so tell me about what sort of training have you
10 received about what you're supposed to do when a customer shops
11 at Trader Joe's and have approached the register.

12 A Uh-huh. Well, we are trained to provide a -- what we call
13 the WOW customer experience. So and the register is a key part
14 of that. We call it the grand finale. So like the -- whatever
15 happens at the register is the customer's last impression of
16 the store. So we really try to go all out to provide really
17 quality customer service.

18 So to that end, if someone brings like a cart or a
19 basket up, or a reusable bag up, we will unload that for them
20 onto our register. We don't have a conveyor belt, so you kind
21 of have to take the cart or the basket or the reusable bag from
22 them and unload it onto the register, and then make pleasant
23 conversation, bag it for them, make sure that things are
24 accurate and just kind of like do all of that at the same time,
25 and make it as easy for them and as pleasant as possible.

1 Q And is that something that you do because you're a
2 pleasant person, or is that because it's part of your training?

3 A It's part of our training.

4 Q And when you were a mate, is that something -- did you --
5 when you were a mate, did you train crew members?

6 A Yes.

7 Q And is that something that you trained crew members to do?

8 A Yes.

9 Q And so what, if any, training was there related to loss
10 prevention at the point of sale?

11 A The training that we received about that at the point of
12 sale in particular, again, is to focus on the customer
13 experience. So, you know, there's many times where I might
14 ring up a customer, hit total, you know, they -- their card is
15 already processing, and I'm like oh man, this red -- this
16 package in red package -- this product in red packaging just
17 kind of like can't -- you know, it's camouflaged by the red
18 card, I missed it. And I'll just say, hey, this one's on the
19 house. Especially if it's a smaller item, like you're
20 encouraged to just make things easy.

21 So it would be a negative customer experience for
22 them to have to run their card again. And so it's easier to
23 just -- and better for them, the customer, to just write it off
24 and let them go on their way. And then they are like, wow,
25 they just gave me this fruit leather for free. Like, that's

1 awesome. So it kind of leaves them with a positive experience
2 as opposed to a negative one.

3 Q So the scenario that you just laid out, have you in fact
4 written off a product before because you've missed it?

5 A Yes. We have -- we used to have a piece of paper at the
6 register just for that kind of situation, but they tended to
7 get lost. So now we can go do that at a -- on a clipboard in
8 the office.

9 Q And so before you write off these items, what, if any,
10 approval do you need to receive from management?

11 A None.

12 Q And you know, give me a range, if you can about how often
13 would this scenario come up for you?

14 A The scenario of missing something in the basket?

15 Q Yes. And then comping it.

16 A I mean, that could happen regularly, like maybe once a
17 month. It's certainly a regular occurrence to miss something,
18 like it could be under somebody's coat. Their kid could be
19 sitting on it. So it definitely happens.

20 Q And of the times that you have missed scanning a product,
21 when, if ever, have you been disciplined for missing that scan?

22 A I've never been disciplined for that.

23 Q And have -- has the management been made aware that you
24 missed a scan in the past?

25 A It's not necessary to make them aware, because like I

1 said, you can just write -- go write it off yourself. So it's
2 not like a big deal. Like there'd be no reason to go and tell
3 a manager since it's like par for the course to be like, oh
4 sorry, and like make that person's day, and give them free
5 product instead.

6 Q Is there a price limitation on what you can write off?

7 A No. I mean, I think that there is a level of, like --
8 it's situational, you know, but the things that you miss tend
9 to be small. You're not missing, like, 20 cans of Kona coffee.
10 You know, you're missing like those little items, like a pack
11 of gum.

12 Q So in your time with Trader Joe's, has the -- has the
13 employer evaluated your work performance?

14 A Yes.

15 Q And if you're familiar with it, what are the criteria for
16 evaluation at Trader Joe's for your evaluations?

17 A So the format for evaluations, as of now, they happen
18 twice per year. And there's a number of criteria. And there's
19 two columns for each single criteria -- or there's two columns
20 for those criteria and you can either meet expectations or not
21 meet expectations for an individual criteria, but then you can
22 also meet expectations or not meet expectations overall on the
23 entire performance review.

24 So there's like a -- nobody really knows like how you
25 meet or don't meet, but if you get a certain -- unspecified

1 number of negative or does not meet expectations check marks in
2 the criteria section, then that can lead you to not meet
3 expectations overall.

4 Q And what, if any, consequences are there to not meeting
5 expectations on your evaluation?

6 A You would not get a raise for that period.

7 Q And so -- and in your time as a mate at the Hadley store,
8 did you ever have to perform evaluations for crew members?

9 A Yes. I both wrote and performed them for crew members.

10 Q And so how did it work how the evaluations would be
11 written?

12 A The management team would meet prior to the delivery of
13 the evaluations to kind of get a consensus about, or discuss
14 any issues, and also to divvy up who would write whose
15 evaluations so that that work was shared by the management
16 team.

17 You would get time while you were on the clock to
18 write your evaluations, and then when it came time to give
19 them, that crew member would have on their log, you know, an M
20 for meeting and we would go over to the mall or someplace quiet
21 and private, and either with one mate, or two mates, or a
22 captain, or a captain and a mate, one or two managers would
23 deliver that evaluation to the crew member.

24 Q And has that been consistent for your time returning back
25 to the crew member -- as a crew member?

1 A Yes.

2 Q Okay.

3 A As far as I know, I guess I don't know what privately they
4 discussed, but in the management meetings in terms of the log
5 and all the other parts of it that I'm privy to at this point
6 is consistent.

7 Q Well, so I should ask. Since you've received evaluations
8 after becoming a crew member, is -- were they delivered in a
9 consistent way, one to two mates, maybe mate and a captain,
10 since returning to the crew position?

11 A Yeah.

12 Q Okay. And you said that their -- they give evaluations
13 twice a year. What is the general timeframe for receiving an
14 evaluation?

15 A Generally around late -- so there's a summer and a winter.
16 The summer one is delivered end of July, early August. The
17 winter one is delivered end of January, early February.

18 Q Okay. And we've now used the term, you know, crew, mate,
19 and captain, and a merchant, but so mates and captains, are
20 they supervisory or not?

21 A Yes.

22 Q Okay. And how many crew members are there, if you know,
23 at the Hadley store currently or guesstimation, estimation?

24 MR. MURPHY: Objection to the form. Are you talking
25 about like rank and file crew members or --

1 MS. TERRELL: Yes.

2 MR. MURPHY: Okay.

3 MS. TERRELL: Yes. Rank and file crew members.

4 THE WITNESS: Definitely. As of those, I would
5 estimate between 80 and 90.

6 MS. TERRELL: Okay.

7 MR. MURPHY: How many, please?

8 THE WITNESS: Between 80 and 90.

9 BY MS. TERRELL:

10 Q And can you explain for us a little bit about what's the
11 difference between a crew member and a merchant?

12 A So a merchant is a designated role in the store, where
13 they have the same responsibilities as a crew member, but it's
14 more customer service focused. So those folks will be
15 encouraged or asked to work more during while the store is
16 opened, so they can engage with customers more, and maybe do
17 some other things like I think for -- like hold a tasing or
18 something. But it's essentially like a crew member position
19 that has better benefits, and that has more of a customer
20 service focus.

21 Q And if you know, currently, how many merchants are there
22 at the Hadley store?

23 A Just one.

24 Q And tell us a little bit about how do crew typically
25 interact with mates during the day.

1 A We interact -- crew and management interact all day long.
2 There's no -- the bridge is not like an enclosed office. So
3 there's no, like, private space or like different space where
4 managers work. So we're always on the sales floor together all
5 the time. Managers might come back to go to the register. So
6 we're always around each other and talking together.

7 Q And when you say managers, do you mean mates in
8 particular?

9 A Mates and -- yes.

10 Q And about how many mates are there currently at the Hadley
11 store?

12 A Roughly ten.

13 Q And so talk to me about captains. How do the crew
14 typically interact with the captain?

15 A Similarly. The captain is often on the sales floor,
16 working product. They do have more administrative
17 responsibilities than a mate. So they're more likely to be in
18 a meeting or in the office doing administrative tasks, but it's
19 very similar to how we interact with mates.

20 Q And who is the captain's boss?

21 A The regional manager.

22 Q And how often do you see the regional manager -- how often
23 do you see the regional manager at the Hadley store?

24 A Typically, you might see them like quarterly, not that
25 often, a couple times a year.

1 Q And who is the regional manager's boss?

2 A An executive vice president of some type, I believe. But
3 I'm not -- beyond the regional manager, I wouldn't be sure
4 exactly how that part works.

5 Q Have you ever met one of the executive vice presidents for
6 the Hadley store?

7 A Yes. Yes.

8 Q So before the summer of 2022, about how often did you see
9 an executive vice president at the Hadley store?

10 A Before the summer of 2022? Maybe once a year.

11 Q And shifting gears a little bit, before late spring, early
12 summer of 2022, what were the requirements for a uniform at the
13 Hadley store?

14 A The requirements for the uniform are pants that aren't
15 torn or ripped. They can't be leggings. It has to be denim or
16 khakis, something like that. A Trader Joe's shirt, and a name
17 tag.

18 MR. MURPHY: Trader Joe's shirt and what? I missed
19 the last.

20 THE WITNESS: A name tag.

21 MR. MURPHY: Name tag.

22 BY MS. TERRELL:

23 Q And to your knowledge, did Trader Joe's maintain any
24 policies about how to dress at work? Written policies, rather.

25 A In their handbook, they have a uniform policy.

1 Q All right. I'm showing you what's been marked for
2 identification as --

3 MR. MURPHY: Before you give it to the witness, what
4 handbook is this? Is this -- which version of the handbook?

5 MS. TERRELL: I'm just asking her right now to
6 identify it and so I can get to that.

7 MR. MURPHY: Okay.

8 JUDGE MUHL: Let's let her get it identified first.

9 BY MS. TERRELL:

10 Q I'm going to show you what's been marked for
11 identification as GC-2. Do you recognize this document?

12 A Yes. It is a Trader Joe's crew handbook.

13 (General Counsel's Exhibit No. 2 identified)

14 Q And if you know, when was this particular handbook in
15 effect?

16 A April 2022.

17 Q And how do you know that?

18 A Page 59.

19 Q And I'll give you a moment to review it.

20 MR. MURPHY: Hold on one second. Page 50 --

21 THE WITNESS: 59.

22 MR. CONCEPCION: 5-9.

23 MR. MURPHY: Okay.

24 BY MS. TERRELL:

25 Q And I'll give you a moment to review it.

1 A Okay.

2 Q Are you ready?

3 A I'm ready.

4 Q Okay. And so is this a true and accurate copy of the
5 handbook that you remembered to be in effect in April of 2022?

6 A Yes.

7 MS. TERRELL: Your Honor, I'd like to move for the
8 admission of General Counsel's 2.

9 MR. MURPHY: No objection.

10 JUDGE MUHL: GC-2 is received.

11 (General Counsel's Exhibit No. 2 received)

12 BY MS. TERRELL:

13 Q Maeg, was there any time that employees were allowed to
14 wear something different than their Hawaiian shirt, Trader
15 Joe's shirt, and the Trader Joe's name tag?

16 MR. MURPHY: Objection. I don't think she testified
17 about Hawaiian shirts. I think she said Trader Joe's shirt.

18 JUDGE MUHL: Just limit it to the Trader Joe's shirt.

19 MS. TERRELL: Limited to the Trader Joe's shirt.

20 Thank you.

21 BY MS. TERRELL:

22 Q Was there any time the employees were allowed to wear
23 something different than their Trader Joe's shirt and name tag?

24 A Yes.

25 Q Tell me about those.

1 A Okay. There's a number of occasions in which we are
2 encouraged to wear something other than our daily uniform in
3 order to create that -- create fun customer experience. So one
4 of those would be around Thanksgiving. At our store, we have a
5 turkey -- head to toe turkey costume that we are encouraged to
6 wear, particularly when we -- any time around Thanksgiving, but
7 also like if we are going to be Turkey helming, which means we
8 hang out by the turkeys, specifically to offer assistance to
9 customers who have turkey questions.

10 We also during the football season, and especially
11 leading up to the Super Bowl, we are encouraged to wear
12 football gear. One year, the captain we had at the time sent a
13 crew member to Salvation Army down the street to buy every
14 single football jersey that they could find so that people who
15 weren't football fans would have a football jersey to wear. So
16 that's -- I now own a football jersey. We would wear those on
17 the sales floor.

18 And during the holiday season, we would wear like
19 ugly Christmas sweaters and stuff like that. Also on Halloween
20 for most of my time with the company, we are allowed to wear
21 Halloween costumes on Halloween.

22 Q So I'll show you what's been marked for identification as
23 GC-3.

24 A Yes.

25 Q Do you recognize this document?

1 A That is a photo of me in a turkey costume.

2 Q Okay. And is it a true and accurate copy of you in the
3 turkey costume?

4 A Yes.

5 Q Okay. And where are you in this photo?

6 A I'm standing near the registers, right in front of the
7 bridge.

8 Q And so maybe you didn't say this, but you're at the Trader
9 Joe's store?

10 A Yes. I'm at the Hadley store. Sorry.

11 Q All right.

12 MS. TERRELL: I would like to move for the admission
13 of GC-3.

14 MR. MURPHY: My only question is whether the witness
15 can identify when this picture dates from.

16 JUDGE MUHL: Do you know when the picture was taken?

17 THE WITNESS: I could probably find out. There
18 should be a timestamp on it. Off the top of my head, I want to
19 say -- we were not wearing turkey costumes, I believe, during
20 the pandemic. So I would say like fall of 2019 is my best
21 guess.

22 JUDGE MUHL: Any objection?

23 MR. MURPHY: No objection. No. With that
24 clarification, no objection.

25 JUDGE MUHL: GC-3 is received.

1 (General Counsel's Exhibit No. 3 identified and
2 received)

3 BY MS. TERRELL:

4 Q Okay. So you spoke about clothing items that you wore,
5 but you had also said that part of the dress policy was a name
6 tag.

7 A Uh-huh.

8 Q Can you describe the name tag that you wear as part of
9 your uniform?

10 A Yes. Our name tags are red and oval. They're about two
11 inches wide, one inch tall. And it says your name and then
12 crew member.

13 Q And what, if any, other adornments were you -- did you --
14 have you worn on your uniform in the past?

15 A Pronoun pins.

16 Q What's a pronoun pin?

17 A A pronoun pin is a pin that identifies the wearer's
18 pronouns so they can be properly gendered by people that they
19 encounter.

20 Q And have you ever worn a pronoun pin at the store?

21 A Yes.

22 Q And do you remember when you wore the pronoun pin for the
23 first time?

24 A Probably summer of 2022.

25 MR. MURPHY: I'm sorry?

1 THE WITNESS: Summer of 2022.

2 BY MS. TERRELL:

3 Q And what, if any, discipline did you receive for wearing a
4 pronoun pin?

5 A None.

6 Q And are you familiar with Trader Joe's participation in a
7 sports parade?

8 A The Rose Bowl parade.

9 Q Okay. Can you tell me a little bit about that?

10 A I've never watched the parage. I'm aware that every year,
11 it happens around the new year, and Trader Joe's has --

12 MR. MURPHY: Objection. She's not testifying from
13 personal knowledge regarding -- she's never attended the
14 parade.

15 JUDGE MUHL: You have to lay the foundation for it if
16 she has knowledge -- direct knowledge.

17 BY MS. TERRELL:

18 Q So as it relates to a promotion given at the store, what
19 have you seen, if anything, about the Rose Bowl parade? So not
20 about the parade, but about the -- your understanding of the
21 employer's participation in this event.

22 MR. MURPHY: Objection. Leading. She's using the
23 term -- a particular well-known bowl game or event.

24 JUDGE MUHL: Well, let me get to just your source of
25 the knowledge about this.

1 THE WITNESS: Okay. So we are given -- we're talking
2 about adornments. So the company gives crew members pins to
3 wear that are -- reflect the float that goes into the parade
4 every year. So my knowledge is of the pins and that we're
5 allowed to wear those pins. They're given out to crew members,
6 and we're allowed to wear them as part of our uniform.

7 JUDGE MUHL: And that was something they provided
8 you?

9 THE WITNESS: Yes.

10 JUDGE MUHL: Okay.

11 BY MS. TERRELL:

12 Q And who were you given these by?

13 A Management.

14 Q And so that includes the mates?

15 A Uh-huh. Yes.

16 Q And the captain?

17 A Yes.

18 Q Okay. Did you remember what the mates said about the pins
19 when they were handing them out?

20 A Here's a pin. You can wear it. Would you like a pin?

21 Q Okay. And how about the captain? Anything in particular
22 that you remember?

23 A No.

24 Q And did you, in fact, see other crew members wearing these
25 pins?

1 A Yes.

2 Q And do you know about how long these -- how often you
3 might see these pins through the course of your career?

4 A They are given out annually and they have for as long as I
5 can recall.

6 MR. MURPHY: They have what? I'm sorry.

7 THE WITNESS: They're given out annually, and they
8 have been for as long as I can recall.

9 MR. MURPHY: Thank you.

10 THE WITNESS: You're welcome.

11 BY MS. TERRELL:

12 Q You said that you were a sign artist crew member, and I
13 believe you testified to it being around 2008, 2013; is that
14 correct?

15 A Yes.

16 Q And that that was at the Hadley store, correct?

17 A Correct.

18 Q Right. Okay. Can you describe what is it that a sign
19 artist -- a crew member does that's distinct from the tasks of
20 a regular crew member?

21 MR. MURPHY: Objection. She was last a sign artist
22 ten years ago, and there's been no evidence to suggest that she
23 knows how the sign artists work today or at the time of the
24 allegations of the complaint.

25 JUDGE MUHL: Well, let's just start out with this

1 time period and then we'll see where it goes.

2 THE WITNESS: Okay.

3 BY MS. TERRELL:

4 Q So at the time you were --

5 A Yes.

6 Q -- a sign artist, can you give me like how it -- your
7 duties might be different from a crew member who was not also a
8 sign artist?

9 A Yes. So at the time that I was a sign artist, for a crew
10 member who's on the sign team, you're pretty much making signs
11 full time while you're at the store. The only exception would
12 be, you know, a situation where we were short-staffed, say
13 there were a lot of call outs, you might be pulled off of signs
14 to help with product, for example.

15 But generally, I would go in -- I would go in before
16 we opened and pretty much make signs all day long, either like
17 large, hand painted signs that would go on product end caps, or
18 murals, or we would do -- also do all the sign maintenance and
19 the smaller things of like price tags, shelf signage, and
20 making sure that all the signage and pricing was up to date
21 each day throughout the store so that customers could shop.

22 Q And what, if any, tools did you use when you were a sign
23 artist?

24 A We used several different tools. We used X-Acto knives.
25 We had an electric E-Acto knife that was like a hot blade that

1 could cut through different materials that a normal knife
2 couldn't. We also had a drill. And we also had a jigsaw.

3 Q And did Trader Joe's provide these tools or did you bring
4 in these tools yourself?

5 A Those tools were provided by the company and were already
6 there when I joined the team.

7 Q And did anyone else in the store use these tools other
8 than the crew members who were sign artists?

9 A They were also accessible to management for different like
10 building fixtures, or shelving, or installing things. They're
11 store tools.

12 Q And have you ever, in fact, seen a manager use the jigsaw
13 at the store?

14 A I can't recall a specific time in which I saw a manager
15 use a jigsaw.

16 MR. MURPHY: Could I -- just a clarification. Are we
17 talking between 2008 and 2013?

18 JUDGE MUHL: For that time period or at any point?

19 BY MS. TERRELL:

20 Q At any --

21 A At any point.

22 Q At any point.

23 A At any point.

24 Q Okay. And so when you were the sign artist in 2008 to
25 2013, estimate for me, about how often would you use the

1 jigsaw?

2 A Monthly, roughly. It was for larger projects, so it
3 wasn't used as frequently as the smaller tools.

4 Q And was management aware that you were using that jigsaw?

5 A Yes.

6 Q If you will, the jigsaw that you recall using, can you
7 describe it for me? What is its size?

8 A Yeah. It's small. It's like maybe this big (indicating).

9 Q Well, so for the record, can you --

10 A A foot wide and a foot tall. Like it's like a foot long,
11 I would say.

12 Q Okay.

13 A And --

14 Q Do you know what color it was, the one you used?

15 A Orange. And yeah.

16 Q And then so with the jigsaw, where -- is there a blade
17 portion to it? What is --

18 A Yeah. So a jigsaw is kind of like square. A foot. I
19 know I need to say it out loud.

20 MR. MURPHY: Are those hand signals or --

21 THE WITNESS: This is my impression of a jigsaw. And
22 then the blade is removable, so depending on, like, what you're
23 cutting, you can take a blade out, and there's like -- and
24 store it, and then switch it out for another blade. Because
25 different blades are better for different materials.

1 BY MS. TERRELL:

2 Q If you recall back in 2013, where was this jigsaw stored?

3 A In the back room. Like with the art materials.

4 Q Was it stored with the blade installed, without the blade
5 installed, how -- was it in a box? Was it in -- the container
6 it was in?

7 A It had a -- comes with a case, a black case it was stored
8 in. I don't recall the specifics of the blade or where that
9 would be stored.

10 Q And so you said it was in the back room, and forgive me if
11 I missed it, but did you say what area of the back room that it
12 was stored in?

13 A In the artist area.

14 Q Do you know specifically in the artist area where the
15 jigsaw was stored when you were --

16 A No. The art area is a little bit messy. There's not a
17 place for everything and everything in its place.

18 Q Okay. And so because you've used these various tools, you
19 know, is the jigsaw more dangerous, less dangerous, the same
20 amount of dangerous as any of the -- like say, for example, the
21 hot knife that you used?

22 A I've cut myself on the hot knife. I've never cut myself
23 on the jigsaw.

24 Q And let's see -- so in the same line. Since you've
25 stopped -- since you returned to being a regular crew member

1 and not on the sign team -- excuse me, you've maybe -- you had
2 testified that you were a mate before you returned. So you
3 were -- so just so we get the chronology right. You were a
4 crew member, a crew member sign artist, a mate, and then you
5 returned to being a crew member; is that correct?

6 A That's correct.

7 Q Okay. And so either as your time -- as a mate or since
8 you've returned. So after of 2013, when if ever have you seen
9 a member of the sign team use the jigsaw?

10 A Somewhat regularly, but not in the years after 2013, but I
11 don't recall seeing that any time recently. I mean, it's just
12 something -- it wouldn't be notable also. Like it wouldn't be
13 -- it's just something that we did at work.

14 Q Yeah. So why isn't it notable?

15 A It would be like if you asked me when did you see so and
16 so use a box cutter. It's like if you see it, it doesn't
17 really register because it's not unusual.

18 Q Moving on a little bit.

19 MR. MURPHY: Could you give me one second to catch
20 up?

21 JUDGE MUHL: Did you see the jigsaw in the art area
22 after 2013?

23 THE WITNESS: I'm sure that I did. Yeah.

24 JUDGE MUHL: Same kind of thing, though? You
25 wouldn't -- no reason to register it?

1 THE WITNESS: Yeah. Yeah.

2 JUDGE MUHL: Okay.

3 BY MS. TERRELL:

4 Q So shifting gears here a little bit, as a long-term
5 employee with Trader Joe's, Maeg, can you tell me what type of
6 retirement benefit that Trader Joe's has offered to its crew
7 members over the course of your employment?

8 A Yes. When I started at Trader Joe's in 2004, eligible
9 crew members were given a 15.4 percent retirement contribution.

10 MR. MURPHY: I have an objection to this testimony.
11 Going -- what the retirement benefit in 2004 was? That was 19
12 years ago. I can't see how that's relevant to any issue in
13 this case.

14 JUDGE MUHL: Is there a past practice defense to
15 whatever was implemented for the unionized employees? I mean,
16 I'm assuming --

17 MR. MURPHY: No, I mean, if she wants to testify
18 about --

19 JUDGE MUHL: I'm just basing that off --

20 MR. MURPHY: -- the more recent history, I -- you
21 know, I think that would be relevant, but -- are we going to go
22 every year from --

23 JUDGE MUHL: But that's not really answering my
24 question.

25 MR. MURPHY: Now, is there a past practice defense?

1 JUDGE MUHL: Past practice. Is that what I said? I
2 hope that's what I said.

3 MR. MURPHY: Yeah. So no, there is not a past
4 practice defense.

5 MS. TERRELL: Judge, if it helps, we are moving on
6 from that early stage. It's just she recalls what it is we're
7 --

8 JUDGE MUHL: Okay. All right. Well, in that event,
9 you can answer the question.

10 MR. MURPHY: Thank you.

11 THE WITNESS: Okay. So in 2004 -- or just moving on.
12 Okay.

13 BY MS. TERRELL:

14 Q We're moving -- yeah. Yeah. Did that ever -- when, if
15 ever, did that change?

16 A It was around 2013 and so from -- then it dropped to like
17 10 percent for eligible crew members, and over the next few
18 years, the maximum contribution that crew members got was 10
19 percent. But if there were some variations based on age. More
20 recently in 2020, crew members are offered a -- eligible crew
21 members, I should say, were offered a 6 percent cash bonus, but
22 if they chose to defer the full 6 percent, then they could get
23 an additional 4 percent, which would total 10 percent -- a 10
24 percent contribution in their 401(k).

25 The following year for the 2021 contribution that

1 changed, so crew members who had ten or more years of
2 continuous service got a 10 percent contribution, but crew with
3 less than 10 years of continuous service only got a 5 percent
4 contribution. And then the year after that, the benefit that
5 was offered was the same as the 2020 benefit. It was a 6
6 percent with up to 10 percent if you deferred the entirety.

7 Q So even though your knowledge is impressive of the
8 history, I'm going to stop you there because we will definitely
9 go into more detail about what transpired in 2022.

10 But for now, let me ask you about what time of the
11 year is the retirement benefit typically paid out from year to
12 year since you've worked there?

13 A In January. So we -- the January contribution is based on
14 what we worked the previous calendar year.

15 Q So when you talked about the percentages, that was
16 percentages based on what?

17 A Of your earnings. So like if I earn -- it's based on your
18 earnings from that year. So it's not a match or anything like
19 that. So if you make \$30,000 in a year, a ten percent
20 contribution would be \$3,000.

21 JUDGE MUHL: Gross earnings? Pre-tax?

22 THE WITNESS: I believe so, but I would want to --

23 MS. TERRELL: I'm sorry. I missed your question,
24 Your Honor.

25 THE WITNESS: -- check before I testify to it.

1 JUDGE MUHL: Is it gross earnings.

2 THE WITNESS: Gross earnings.

3 JUDGE MUHL: We'll get it tied up.

4 THE WITNESS: That's my understanding.

5 BY MS. TERRELL:

6 Q So since at least what you testified to be about 2013, did
7 you know the amount you would be receiving for your retirement
8 benefit within the year you were working towards that benefit?

9 A The -- not necessarily because things kept changing, but
10 it was ten percent for a very long time. But the structure
11 would change with ages, and there would be different
12 announcements. So no.

13 Q What is Trader Joe's Confidential? What is that?

14 A I think you're referring to the bulletin. We -- the crew
15 calls it the bulletin, but it's also referred to as TJ's
16 Confidential.

17 Q And what is that?

18 A It is a like weekly company internal newsletter that gets
19 sent to every store and then printed out. Usually one goes in
20 the break room. One goes, like, by the bridge. And then
21 during slow time, you can read it. So it has like
22 announcements, letters from customers, product information, and
23 things like that.

24 Q And I'm going to show you -- I'm going to show you what's
25 been marked for identification as GC-4. Do you recognize this

1 document?

2 A Yes. This is from July 6th --

3 MR. MURPHY: Can I have a minute to read it? Thanks.

4 (Pause.)

5 MR. MURPHY: Okay. Thank you for the time.

6 MS. TERRELL: If Your Honor will allow for one
7 second. The witness has indicated she's thirsty, and so I'm
8 just going to hand her her drink.

9 JUDGE MUHL: No problem.

10 BY MS. TERRELL:

11 Q All right. And I may have already asked you this, but do
12 you recognize this document?

13 A Yes. This was in the Trader Joe's bulletin the week -- on
14 July 6th, 2022. It's basically a summary of our retirement
15 benefits through the years.

16 Q Okay. And is this a true and accurate copy of the memo
17 that you remember seeing in the bulletin from that time?

18 A Yes.

19 MS. TERRELL: And with that, we'd like to move for
20 the admission.

21 MR. MURPHY: No objection.

22 JUDGE MUHL: GC-4 is received.

23 (General Counsel's Exhibit No. 4 identified and
24 received)

25 BY MS. TERRELL:

1 Q Maeg, are you represented by a union?

2 A Yes.

3 Q And what union is that?

4 A Trader Joe's United.

5 Q If you know, when was the Union certified represent you
6 and the employees at your store?

7 A I don't recall the exact date of certification, but we won
8 our union election on July 28th, 2022.

9 Q And were you involved from the beginning with the Union?

10 A Yes.

11 Q Okay. And so can you talk a little bit with me about
12 that? About when did you make the decision to pursue
13 representation?

14 MR. MURPHY: Objection, Your Honor. Relevance.

15 MS. TERRELL: It's not -- I mean, it's just
16 background information.

17 JUDGE MUHL: All right. It's just background. I'll
18 give you a little bit of leeway on that.

19 THE WITNESS: End of December, early January. So end
20 of December 2021 or early January 2022 is when I began to
21 seriously explore unionizing the Hadley store.

22 BY MS. TERRELL:

23 Q And what were some of the reasons that, you know, you
24 personally sought Union representation?

25 MR. MURPHY: Again, objection. I mean --

1 JUDGE MUHL: Overruled for now.

2 THE WITNESS: Well, in early January, we got an
3 announcement about the retirement contribution that we would
4 get that month for a lot of the crew members at our store,
5 being half of what they were thinking that they would get.
6 Also, there's ongoing safety issues in the store. I myself
7 could only work part-time due to an injury at that point. Also
8 just health insurance had gotten more difficult to obtain. And
9 there were some crew members at our store who -- or at least
10 one at that time who had lost their insurance during cancer
11 treatment.

12 So there was a number of things that we hoped to
13 improve by organizing.

14 BY MS. TERRELL:

15 Q So -- all right. I'm showing you what's been marked for
16 identification as GC-5. Do you recognize this document?

17 A Yes. This is a version of the letter that we delivered to
18 our captain.

19 (General Counsel's Exhibit No. 5 identified)

20 MR. MURPHY: Again, can I have a chance to read the
21 document before she starts to testify about it?

22 JUDGE MUHL: Sure.

23 MR. MURPHY: Thank you. Okay.

24 BY MS. TERRELL:

25 Q And you were in the middle of describing what the contents

1 -- you were summarizing what the contents of the letter was --
2 were -- are.

3 A This was a version of the letter that we handed to our
4 captain on May 14th, 2022, which was the day that we announced
5 our union drive.

6 Q And you say version. Can you tell me what do you mean by
7 that?

8 A The exact -- the text is the same. The logo is updated.
9 This is just a version that I -- the original, we handed over.
10 This is -- I had updated it since then and this is what I had
11 on my computer.

12 Q And so is -- you said the text of this document has not
13 changed since May 14th of 2022; is that correct?

14 A As far as I know, yes.

15 Q And then you -- but you're the party that authored this
16 letter; is that correct?

17 A Yeah. It's --

18 MR. MURPHY: Objection. Leading.

19 THE WITNESS: I'm sorry?

20 JUDGE MUHL: No, she can answer that.

21 THE WITNESS: Any changes would have been minor, like
22 a typo. There's no substantive changes.

23 JUDGE MUHL: You were the author, though?

24 THE WITNESS: Yeah. I'm the author.

25 BY MS. TERRELL:

1 Q And is this document, other than the logo, you said that
2 there was a change to the logo. Is there any other aspect of
3 this letter that was different than I think you characterized
4 what you presented at the store that day?

5 A Not that I remember.

6 Q The version that you provided to the store that day, did
7 anyone else make any handwritten alterations to the document?

8 A Not that I recall.

9 Q Okay. So no one signed the document?

10 A I don't recall --

11 Q Okay.

12 A -- if we signed it or not.

13 MS. TERRELL: And so with those limitations in mind
14 about the changes that -- the version that we have, I'd like to
15 offer this into evidence.

16 MR. MURPHY: Objection. It's not the original
17 document that was handed to the store captain. We -- there's --
18 - I can't believe they didn't keep a copy of the original, but
19 there's no way to know how this measures up with the original.
20 It's not the best evidence of that letter.

21 I think we'd stipulate that the captain was handed a
22 letter, but there's -- she can't testify as to the content of
23 the letter, what's changed or the same.

24 JUDGE MUHL: I agree with you on that.

25 MS. TERRELL: Well, I think she -- go ahead.

1 JUDGE MUHL: A stipulation that on May 14th, 2022, a
2 letter was provided. Is Mr. Bane the CEO? Is that right?

3 THE WITNESS: Correct.

4 JUDGE MUHL: And this was provided to the captain?

5 THE WITNESS: Yes.

6 JUDGE MUHL: Okay. In which the employees stated
7 that the majority of them supported the Union?

8 MR. MURPHY: You know what, I hadn't read it that
9 closely.

10 JUDGE MUHL: I mean, do you have a copy of this? The
11 actual copy that was received?

12 MR. MURPHY: To be quite honest with you, I've never
13 seen it. So I don't know whether we do or we don't.

14 MS. TERRELL: Well, Your Honor, if I may. To the
15 extent that Ms. Yosef can today tell us that the text of this
16 document have not changed since she was able to -- since she
17 gave this letter to the store captain on May 14th of 2022, I
18 think it should be admitted for those purposes.

19 MR. MURPHY: Yeah. I don't -- Your Honor, I don't
20 see a representation of majority status in the letter on a
21 quick review by me.

22 JUDGE MUHL: Well, the first paragraph -- the first
23 sentence, if I'm reading it right --

24 MR. MURPHY: Okay. Yeah. You're right. I was
25 looking at the bottom where there's a reference to 30 percent.

1 So yeah, so we would stipulate that on May 14th, 2022, the crew
2 which can be identified, handed the store captain a letter,
3 indicating that a majority of the crew at the store support
4 forming a union.

5 JUDGE MUHL: Is that sufficient?

6 MS. TERRELL: Yeah, I think --

7 JUDGE MUHL: Or is there another purpose to this
8 document?

9 MS. TERRELL: No.

10 JUDGE MUHL: I think the witness has already
11 testified to that effect in any event.

12 MS. TERRELL: Right. Okay. So what was your
13 objection? I'm sorry. Your objection was based on it wasn't
14 the original document, correct?

15 MR. MURPHY: Yes. It's not the actual document that
16 was submitted to them.

17 JUDGE MUHL: I'm going to sustain the objection.

18 (Pause.)

19 JUDGE MUHL: Were you the one -- remind me. Were you
20 the one that provided the letter to the captain?

21 THE WITNESS: I was there when --

22 JUDGE MUHL: You were there when it happened?

23 THE WITNESS: When it happened, yes.

24 JUDGE MUHL: And that first sentence about the
25 majority support, was that in what was provided to the captain?

1 THE WITNESS: Yes. And we verbally -- we also
2 verbally told him that we have majority support.

3 MS. TERRELL: And so just so I'm clear, this exhibit
4 has been rejected, Your Honor?

5 JUDGE MUHL: I put it in the rejected filed.

6 (General Counsel's Exhibit No. 5 rejected)

7 MS. TERRELL: I would like --

8 JUDGE MUHL: Unless you -- I mean, unless you want to
9 withdraw it, but it's up to you.

10 MS. TERRELL: No. I would like to make an offer of
11 proof to have this in.

12 JUDGE MUHL: Okay.

13 (Pause.)

14 MS. TERRELL: Just by way of a clarification of the
15 stipulation, is Respondent willing to stipulate that the
16 version of the letter that was handed is substantially similar
17 to --

18 MR. MURPHY: No. No.

19 MS. TERRELL: So you're stipulating only to that a
20 letter representing a majority of the crew at Hadley supported
21 joining the union --

22 MR. MURPHY: Right. Somebody gave it to him or some
23 group. I guess you'll have testimony about that presented.
24 The captain a letter, which indicated that a majority of the
25 employees at the store supported the union.

1 MS. TERRELL: And you're also representing on the
2 record you don't have a copy of this letter?

3 MR. MURPHY: Correct.

4 MS. TERRELL: Then your -- well, not this letter, but
5 the letter that was given to the captain on that day, as the
6 witness has testified?

7 MR. MURPHY: Correct.

8 JUDGE MUHL: You do or do not have it?

9 MR. MURPHY: Do not.

10 JUDGE MUHL: Do not have it. Okay.

11 BY MS. TERRELL:

12 Q Okay. So I'll draw your attention to May 14th of 2022.
13 Did you go to the store that day?

14 A Yes. I worked that morning.

15 Q And so can you tell me -- we've already heard testimony
16 about you delivering a letter. Can you tell me specifically
17 who you delivered a letter to?

18 A To Brandon Silva, our captain at the time.

19 Q Okay. And who was with you?

20 A It was myself, my spouse, Sarah Yosef, who also works at
21 the store, Woody Hoagland, Adelaide Petrin, and Jamie Edwards.

22 Q So and we can take them individually or perhaps you'll
23 want -- the Court will indulge me to ask you. Are all of those
24 crew members at the Hadley store the people you just named?

25 A Yes.

1 Q Okay. And so tell me about how that interaction happened.
2 What time of the day was it, first of all?

3 A It was about noon. We went into the store. We asked
4 Brandon if he could speak with us in the back room.

5 Q Was that just you or who -- was it all the people that you
6 named?

7 A All five of us.

8 Q And who was the speaker from the group?

9 A Jamie. And so we asked him to come to the --

10 MR. MURPHY: Objection. Hearsay. Now that I know
11 she wasn't the speaker.

12 BY MS. TERRELL:

13 Q Did you, in fact, hear Jamie Edwards speak the words
14 relating to the letter to the captain?

15 A Yes. Jamie handed the letter over and said we -- you
16 know, we want to --

17 MR. MURPHY: I object to the --

18 JUDGE MUHL: It won't be for the truth of the matter.
19 You can answer.

20 THE WITNESS: Okay. Jamie handed the letter over and
21 told Brandon that we had majority support. We were launching
22 the union drive. Brandon said, that's your right to do so. We
23 didn't really say much else. It was kind of awkward. And then
24 we all left.

25 BY MS. TERRELL:

1 Q And did you leave the letter with Brandon Silva?

2 A Yes.

3 Q And where were you when this conversation happened?

4 A We were in the back room, close to the door to the walk-in
5 refrigerator.

6 Q So at that point, what if any actions did you take in
7 order to get additional support for your union drive? On the
8 14th, moving forward from that point.

9 A I left the store. I'm sorry. I feel I don't understand
10 the -- like --

11 Q In the days and weeks afterwards.

12 A In the days and weeks afterwards, thank you. You know,
13 having conversations with our co-workers, getting word out to
14 the press about our campaign, using social media to get the
15 word out about our campaign, connecting with different local
16 community groups about our campaign, having events with our co-
17 workers. So we did a number of things after that.

18 (Pause.)

19 BY MS. TERRELL:

20 Q So I've given you what's been marked for identification as
21 GC-6. Do you recognize this document?

22 A Yes.

23 Q And what is this?

24 A I think the technical term would be like a cover image or
25 a thumbnail. This is the image on the More Perfect Union

1 website of a video that we put together to announce our union
2 drive.

3 (General Counsel's Exhibit No. 6 identified)

4 Q And then what is this -- there's a -- it looks like an
5 address here.

6 A That is the URL to access the video.

7 Q Okay. And there looks to be a picture on what you
8 characterize as a thumbnail or -- and who are these people in
9 the picture?

10 A To the left is myself and to the right is my wife, Sarah
11 Yosef, who also worked at the Hadley store.

12 MR. MURPHY: I'm sorry. I didn't hear the part about
13 the person on the right.

14 THE WITNESS: That's my wife, Sarah Yosef.

15 MS. TERRELL: Okay.

16 MR. MURPHY: Is there an H on Sarah?

17 THE WITNESS: Yes.

18 BY MS. TERRELL:

19 Q And so tell me a little bit about the video that you
20 referenced in relation to this exhibit. What are the contents
21 of that video?

22 MR. MURPHY: Objection, Your Honor. If they're going
23 to -- we should put the video in if they want to have
24 testimony about it.

25 MS. TERRELL: Sure. We can put the video in. I was

1 just trying to save the record, but if you'd like to, we sure
2 can.

3 MR. MURPHY: Put the video in.

4 JUDGE MUHL: Put it in if it's -- I mean, it's part
5 of the exhibits, so we can do that.

6 MS. TERRELL: Can we go off the record for a second?

7 (Recessed at 3:58 p.m.; to reconvene at 4:06 p.m.)

8 JUDGE MUHL: We can go back on.

9 MR. MURPHY: Honestly, if you want to move both 6(a)
10 and 6(b), I mean, we won't have an objection.

11 MS. TERRELL: Excellent. Excellent. Okay. So with
12 that -- so in off the record discussions, Respondent has
13 generously provided a copy, or that maybe even give a form that
14 the reporter can use, and have been marked for identification
15 as GC-6(b), which is the video that's contained in the
16 thumbnail of 6(a). And so with that, counsel for the General
17 Counsel wants to move for the admission of GC-6(a) and 6(b).

18 MR. MURPHY: No objection.

19 JUDGE MUHL: Then GC-6(a) and 6(b) are received.
20 6(a) is the thumbnail. 6(b) is the video behind the thumbnail
21 there.

22 (General Counsel's Exhibit Nos. 6(a) and 6(b)
23 received)

24 MR. MURPHY: I will ask for a minute to read these.
25 Could we go off the record for just a second?

1 JUDGE MUHL: Sure.

2 (Off the record at 4:08 p.m.; to reconvene at 4:11 p.m.)

3 JUDGE MUHL: Let's go back on.

4 MR. MURPHY: I can agree to the admission of this.

5 MS. TERRELL: Okay. Wonderful.

6 BY MS. TERRELL:

7 Q So for the record, Maeg, I've handed you what's been
8 marked for identification as GC-7(a) and 7(b).

9 A Uh-huh.

10 Q So as it relates to 7(a), can you tell me -- well, can you
11 tell me what the -- how these documents relate to one another
12 first of all?

13 A Yes. This is a New York Times article about us filing for
14 a union election. This is the cover photo that you would see
15 online and --

16 MS. TERRELL: And let the record show that the
17 witness is referencing 7(a).

18 THE WITNESS: And 7(b) is the full printout of the
19 article, and it prints the different photo. It doesn't print
20 my photo when you print the article out.

21 BY MS. TERRELL:

22 Q All right. And so as -- on 7(a), can you identify who is
23 on the photo in 7(a)?

24 A That would be me.

25 MS. TERRELL: And so I'd like to move for the

1 admission of GC-7(a) and 7(b).

2 MR. MURPHY: No objection.

3 JUDGE MUHL: GC-7(a) and 7(b) are received.

4 (General Counsel's Exhibit Nos. 7(a) and 7(b)
5 identified and received)

6 BY MS. TERRELL:

7 Q Okay. I'm next going to show you what's been marked for
8 identification as GC-8. Do you recognize this document?

9 MR. MURPHY: Plenty of time for three words, yes.

10 Thank you.

11 THE WITNESS: I'm sorry?

12 BY MS. TERRELL:

13 Q Do you recognize this document?

14 A Yes. This is a photocopy of one of the union buttons.

15 Q Okay. And so this union button, do you know how it was
16 created?

17 A Yes. I designed the logo in Canva, had copies made, and
18 then made the buttons on a button machine in my kitchen.

19 MR. CONCEPCION: Really?

20 BY MS. TERRELL:

21 Q And is this a true and accurate photograph of the button
22 that you made --

23 A Yes.

24 Q -- for the union -- do you remember when you made the --
25 this exact -- like this button -- this type of button --

1 version of the button?

2 A Yeah. It was between the time that we announced our union
3 drive on May 14th, and then right after that, I got COVID. So
4 in between May 14th and June 1st, I was sick and making
5 buttons.

6 Q And it was this version of the button --

7 A Yes.

8 Q -- in particular you were making?

9 A Yes. That and one other design. It was a can of corn
10 with the union logo on in the background.

11 Q Okay.

12 MS. TERRELL: And we will see that later, but for
13 now, I would like to move for the admission of GC-8.

14 MR. MURPHY: Objection. We should have the pin
15 itself.

16 MS. TERRELL: Sure.

17 MR. MURPHY: This isn't the best -- this is a
18 photocopy of the pin. It doesn't have any -- there it is.
19 Let's just put that in.

20 MS. TERRELL: Well, that will be --

21 MR. MURPHY: Yeah. I mean, that doesn't even look
22 like it's the same size as the photocopy.

23 JUDGE MUHL: Well, we didn't get to whether this was
24 to scale or not, but let's put the actual button in if we have
25 it.

1 MR. MURPHY: Yeah.

2 JUDGE MUHL: I -- you all probably --

3 MR. MURPHY: You should make more at your kitchen
4 table.

5 JUDGE MUHL: I'm familiar with my case, but I once
6 had to put a WTF button in the record, so it's been done
7 before.

8 MR. MURPHY: Can I see the actual button? Thank you.

9 THE WITNESS: You're welcome.

10 JUDGE MUHL: That one's in color too.

11 MR. MURPHY: Yeah. How do you want to mark the -- I
12 mean, I don't have an -- I'm happy with this coming in as long
13 as the button itself comes in.

14 JUDGE MUHL: 8(a), 8(b)?

15 MR. MURPHY: Sure.

16 JUDGE MUHL: There we go.

17 MS. TERRELL: Yes. I certainly don't mind, but I --
18 you are giving Pete and company a task, I guess.

19 JUDGE MUHL: Well, he's up to it.

20 MS. TERRELL: Okay. Well --

21 JUDGE MUHL: No objection to that then, Mr. Murphy?

22 MR. MURPHY: I'm sorry, sir?

23 JUDGE MUHL: No objection?

24 MR. MURPHY: No objection.

25 JUDGE MUHL: 8(a) -- did you offer them?

1 MS. TERREL: I was about to. Yeah. I'd like to
2 offer it into the record, General Counsel's 8(a), which is a
3 copy; and 8(b), which will be the actual button.

4 JUDGE MUHL: Best evidence. 8(a) and 8(b) are
5 received.

6 (General Counsel's Exhibit Nos. 8(a) and 8(b)
7 identified and received)

8 BY MS. TERRELL:

9 Q Okay. Maeg, did you -- the button that's now into the
10 record as GC-8(b), did you ever wear that pin into the store?

11 A Yes.

12 Q When's the first time you remember wearing the pin into
13 the -- pin at the Hadley store?

14 A June 1st, 2022.

15 Q And tell me about that day. When did you put the button
16 on?

17 A Right after I punched in. So that would have been right
18 around 6:00 a.m. when I got to work.

19 Q And did a supervisor say anything to you when you arrived
20 and punched in wearing your button?

21 A No. No one said anything to me until the store opened at
22 8:00 a.m.

23 MR. MURPHY: What was your punch-in time?

24 THE WITNESS: It would have been 6:00 a.m. I can't -

25 -

1 MR. MURPHY: Thank you.

2 BY MS. TERRELL:

3 Q And so you said that someone said something to you when
4 the store opened. So set the scene for me. Let -- what were
5 you doing and -- what were you doing at the time when somebody
6 said something to you about the button?

7 A Yeah. The store was just opening. It was 8:00 a.m. I
8 was at the front of the store by the registers and Noreen
9 Munoz, one of the mates, approached me and she said you need to
10 -- so the union button is a violation of the uniform policy.
11 You need to take your union button off or go home.

12 Q And was anybody else around when Ms. Munoz said that to
13 you?

14 A Woody Hoagland was nearby, within earshot.

15 Q And who is Woody Hoagland?

16 A Woody is one of my coworkers. He is also a union
17 supporter.

18 Q And do you know --

19 A And he was one of the people who -- we marched on the
20 boss. He was in that group of five who announced the union
21 drive to Brandon on the 14th of May.

22 Q And can you describe for me how far away Mr. Hoagland was
23 from the interaction with Ms. Munoz?

24 A He was at the registers too, so within earshot, and he was
25 aware of what was going on. So when I wrote a statement later,

1 he -- I just was able to be like, hey, Woody, can you sign
2 this? He was very close.

3 Q And if you -- and we'll come back to that. But if you
4 know, was anyone else in the store wearing a -- wearing the
5 union button depicted in 8(b) admitted into evidence at the
6 time?

7 A Woody was also wearing a button.

8 Q Anyone else to your knowledge?

9 A Not that I recall.

10 Q Okay. And then after Ms. Munoz said what she said, what,
11 if any, reaction did you have to that?

12 A I told her that my right to wear a union pin at work was
13 protected by the NLRA.

14 Q And did she respond?

15 A She said your -- she reiterated that it was a violation of
16 policy, and that I needed to remove it or go home for the day.

17 Q And so with that, what, if any, reaction did you have?

18 A I said okay. I'm going to go home for the day. And I
19 wrote up a statement. I asked Woody to sign it as a witness.
20 I asked Noreen if she would like to sign it. She refused. And
21 then I went home.

22 JUDGE MUHL: Thank you.

23 (Pause.)

24 JUDGE MUHL: Are you good, Mr. Murphy?

25 MR. MURPHY: Yes, I am.

1 BY MS. TERRELL:

2 Q All right. So earlier in your testimony, you referenced
3 that you wrote a statement. Can -- I'm showing you what's been
4 marked for identification as GC-9. Do you recognize this
5 document?

6 A Yes. This is the statement I wrote at the front of the
7 store that morning before going home.

8 (General Counsel's Exhibit No. 9 identified)

9 Q And so is this the actual statement you wrote or is it a
10 picture of the statement that you wrote?

11 A It is a photograph that I took, yes.

12 Q And the photograph here, it's a true and accurate copy of
13 the statement that you wrote --

14 A Yes.

15 Q -- on June 1st?

16 A Yes.

17 Q And I see on the bottom of this sheet a signature. Is
18 that your signature line?

19 A Yes.

20 Q And this is your handwriting. You wrote this statement
21 out?

22 A Yes.

23 Q And I also see that there's some other writing on the
24 right-hand side. Once says, "Noreen refused to sign." Who
25 wrote that?

1 A I wrote that and initialed it.

2 Q Okay. And whose handwriting, if you know, is on the far
3 right-hand corner of the page?

4 A Underneath where it says, "Noreen refused to sign"?

5 Q Uh-huh.

6 A That would be Woody's handwriting.

7 Q And that's Woody Hoagland?

8 A Uh-huh.

9 MS. TERRELL: Okay. I would like to move --

10 MR. CONCEPCION: You have to say yes.

11 THE WITNESS: I'm sorry. Yes. Yes.

12 JUDGE MUHL: I missed it. Sorry.

13 MS. TERRELL: I'd like to move for the admission of
14 GC-9.

15 MR. MURPHY: Can I have some voir dire on the
16 document?

17 JUDGE MUHL: Go ahead.

18 MR. MURPHY: Sure.

19 VOIR DIRE

20 BY MR. MURPHY:

21 Q Do you mind if I address you as Maeg? Is that okay with
22 you?

23 A Yes.

24 Q I'd be happy to use some other --

25 A That's my name. Go for it.

1 Q Okay. Thank you. So Maeg, do you have the original of
2 this document?

3 A I'm not sure if I have the original.

4 Q Okay. Did you give the original to the Labor Board at any
5 point?

6 A No. At the time that I filed a charge and gave an
7 affidavit, the Board agent I was working with, we were only
8 talking on the phone and over email because of her location.
9 So to get the statement to her, I took a photograph and emailed
10 it to her.

11 Q Okay. And you don't know what happened to the original?

12 A I could not say with certainty.

13 Q Okay. Do you think you threw it away?

14 A I might have recycled it.

15 Q And is this a photograph that is in your cell phone?

16 A Probably. I mean, I definitely took the photograph. The
17 background on the photograph is a quilt that I made. I might
18 still have the photo in my phone. I can't say with certainty
19 without looking.

20 Q And there's some what I'm going to characterize as doodles
21 on this. Do you see those?

22 A I do.

23 Q There's a six-sided kind of thing --

24 A Yes.

25 Q -- between the second and the third lines.

1 A Yes.

2 Q There's a flowery-looking thing on the left margin.

3 A Yeah. And there's a scribble.

4 Q Yeah. There's a scribbled circle, and then it looks like
5 one of the D's is filled in.

6 A Yeah. That is true.

7 Q Who -- do you know who made those marks?

8 A I would've made those marks.

9 Q You did or you would have?

10 A I did. No one else touched the --

11 Q Did you make them on the original or on the photocopy?

12 A On the original.

13 MR. MURPHY: I have the same objection I had before.
14 I mean, it's not the original document. It's not the best
15 evidence, you know.

16 JUDGE MUHL: All right. On this one, I'm going to
17 overrule the objection because the witness has testified to
18 essentially the same thing. So -- on the photograph is -- you
19 took the -- I think you testified you took the photograph and
20 that's how it appeared in its original state?

21 THE WITNESS: Yes.

22 JUDGE MUHL: Okay. So the objection is overruled.

23 MR. MURPHY: Thank you.

24 JUDGE MUHL: GC-9 is received.

25 (General Counsel's Exhibit No. 9 received)

1 DIRECT EXAMINATION (Resumed)

2 BY MS. TERRELL:

3 Q So after you filled out this statement, can you take us
4 back to -- and went to Noreen to attempt to get a signature,
5 and did, in fact, get a signature from Woody Hoagland, or at
6 least a printed mark on a page. What did you do after this
7 statement was completed?

8 A I went home for the day.

9 Q And why did you go home?

10 A I felt that I had a right to wear a union pin. I felt
11 that that right was very clear and I felt strongly I didn't
12 want to take it off.

13 Q And were you paid for that day?

14 A No.

15 Q And about how many hours had you been scheduled to work
16 that day?

17 A I would've been scheduled a 6:00 to 2:00 shift, I believe.
18 I guess I can't remember the specifics, but the -- I'm
19 generally -- we're generally scheduled eight-hour shifts, so I
20 lost about five-and-a-half hours.

21 Q And at the time, if you recall, what was your hourly wage?

22 A About \$26 an hour.

23 Q All right. Now, I'm going to direct your attention to
24 June 7th of 2022. Now, do you recall what, if anything, of
25 consequence with the union happen that day?

1 A The main thing that happened that day was that we filed
2 for our union election.

3 Q Who did you file it with?

4 A With Trader Joe's United.

5 Q But with the NLRB for the election?

6 A Yes. Yes.

7 Q Okay. Thank you. Now I'm going to direct your attention
8 to June 11th of 2022. Do you recall if you worked that day?

9 A I did.

10 Q And did you wear your union pin on that day?

11 A I did.

12 Q And is it the same pin that's depicted or that is in to
13 evidence as GC-8(b)?

14 A I believe so. It would've either been that pin or one of
15 the corn designs.

16 Q And were you permitted to wear the pin supporting the
17 union on June -- or I should say, did anyone say anything to
18 you on June 11th about your pin supporting the union?

19 A Yes.

20 Q Can you -- who was it that said something to you?

21 A Brandon Silva, who was our captain at the time, asked to
22 speak with me towards the end of my shift. I said yes, I'll
23 speak with you. He wanted to speak outside. I brought a
24 fellow crew member, Adelaide Petrin, out with me as a witness
25 to the conversation. The three of us went outside, kind of

1 behind the store where there's a loading dock, and there's
2 another manager. There's a mate there, Samantha Gingras, who
3 was waiting for us. And --

4 MR. MURPHY: I'm sorry. I missed the name.

5 THE WITNESS: Samantha Gingras, G-I-N-G-R-A-S.

6 MR. MURPHY: Okay. Thanks.

7 THE WITNESS: You're welcome. And she -- I'm sorry.
8 So Brandon said, I want you to know that wearing a pin is a
9 violation of the uniform policy, and you know, every instance
10 of wearing it is a violation. And I said, well, what are the
11 consequences of wearing a union pin to work? And he said,
12 well, I don't know what the consequences will be, but every
13 time you wear it, it's a violation of the policy and there will
14 be some kind of consequence, but I can't speak to what it would
15 be for violating the policy.

16 I told him that I had a right to wear the pin under
17 the National Labor Relations Act, that that was a protected
18 right. He said, well, I don't -- and I was like does the --
19 does this uniform policy supersede the NLRA? He said, I don't
20 know anything about that. I said, well, I'm aware that Trader
21 Joe's has hired Littler Mendelson, who they were working with
22 at the time, to give guidance on legal matters related to the
23 union, so what kind of guidance are they giving the company
24 related to wearing union pins at work. And he said, I don't
25 know anything about that.

1 I said okay. Well, I'd like to know, you know -- I
2 asked him about some of the other talking points that were
3 going around the store.

4 BY MS. TERRELL:

5 Q If you recall, what did you ask him?

6 A I asked him if it was true. At that time, there was a
7 posting in the break room that alluded to the store closing if
8 we unionize. I said, Brandon, is it true that the store will
9 close if we unionize? He said, I do not know.

10 Q So stop you right there for a second. Do you have a copy
11 of the posting you are referring to in the testimony that you
12 just gave?

13 A I might be able to provide one. I'm not sure. About the
14 store closing?

15 Q Uh-huh. Yes.

16 A I'm not sure. I might have a photo of that. I'm not
17 sure.

18 Q Okay.

19 A I said, is it true that we won't be able to transfer
20 anymore if we unionize. He said, I don't know about that. I
21 asked him if there was a -- currently a freeze on new hires and
22 transfers. He said no. And you know, at that point, the
23 conversation ended. My -- that was about it.

24 Q And so -- and correct me if I'm wrong, but I think you
25 testified that you might be disciplined later, but he couldn't

1 say what discipline; is that correct?

2 MR. MURPHY: Objection.

3 THE WITNESS: Yes.

4 MR. MURPHY: That's leading.

5 MS. TERRELL: I am just moving on to the next
6 question. So the background -- because we've heard a lot of
7 testimony, so --

8 MR. MURPHY: Yeah, that's --

9 JUDGE MUHL: The objection is sustained. That has to
10 be elicited through an open-ended question. I don't remember
11 her testifying to that yet.

12 BY MS. TERRELL:

13 Q Okay. Going back to the --

14 A I said consequences.

15 Q Consequences.

16 A Consequences.

17 Q I'm sorry. Consequences. And so repeat for me again what
18 Brandon specifically said about the pin in this conversation on
19 June 11th.

20 A Yes. So Brandon said that wearing the pin was a violation
21 of the uniform policy, and each time you wore it was a
22 violation. So like every day that you worked would be an
23 additional violation. So I asked, you know, about the
24 consequences, particularly like how would that impact your
25 review because of -- like would you get negative check marks on

1 your review in -- as -- in regards to the uniform policy, and
2 he said that he didn't know.

3 Q And so what, if any, impact did this statement from
4 Brandon have on you regarding wearing the pins at the store
5 from the June 11th meeting?

6 A My understanding was that we were at-will employees. My
7 understanding was that multiple violations could add up. And
8 so my take away was that, you know, there could be any number
9 of discipline or consequences for wearing a pin at work, up to
10 and including termination. And so I brought this information
11 from my conversation with Brandon back to our organizing
12 committee, and we decided that it would be prudent to let the
13 crew at our store know that they should no longer wear union
14 pins because we could not have any -- we had no idea what the
15 discipline or consequences would be, and we knew that, you
16 know, someone dealing with a write-up or a termination on the
17 issue would be much -- we didn't want anyone to get in trouble.
18 That would be much more difficult to deal with than just
19 saying, let's refrain from wearing pins until the NLRB deals
20 with the charges that we've already -- that we were filing,
21 because we were in early June filing multiple ULP charges
22 related to the pin issue.

23 Q And after the meeting, what if any memorialization did you
24 take to -- for that meeting?

25 A I took notes on a piece of cardboard about my conversation

1 with Brandon, and Adelaide was a witness to that.

2 Q And about how long after the conversation did you take
3 those notes?

4 A Right after work.

5 Q So that would've been a matter of hours, a matter of days?

6 A It would've been a matter of minutes to hours because as I
7 recall, I was afraid to talk to him at the end of my shift.

8 (Pause.)

9 JUDGE MUHL: All set Mr. Murphy?

10 MR. MURPHY: Yeah.

11 BY MS. TERRELL:

12 Q Okay. So I've shown you what's been marked for
13 identification as GC-10. Do you recognize this document?

14 A Yes.

15 Q And what is it?

16 A This is the statement I wrote about my conversation with
17 Brandon on June 11th.

18 Q And other than on the second page of this two-page
19 document, at the bottom -- very bottom, it appears to be all
20 the same handwriting. Do you know whose handwriting it is
21 throughout the document?

22 A It's my handwriting.

23 Q And whose handwriting is it at the bottom of the second
24 page; if you know?

25 A That Adelaide Petrin's signature.

1 Q You have very nice handwriting, but not all the words are
2 legible. I'm wondering if since you have now testified that
3 this is your document, if we could have the witness brief --
4 quickly read it into the record so we understand the --

5 MR. MURPHY: I don't think that's appropriate until
6 we decide whether the document is admissible or not, Your
7 Honor.

8 JUDGE MUHL: Let's deal with admissibility first.

9 MS. TERRELL: Okay. Yeah, I -- she's testified that
10 it's her document. So I'll move for the admission of GC-10.

11 MR. MURPHY: I have the same objection as before,
12 Your Honor. It's not the original document, which is the best
13 evidence. I don't know the reason why the witness didn't
14 retain the original of something that she obviously knew was
15 significant.

16 This is different in nature and kind than GC-9, which
17 was admitted. That was the witness's statement, her own words.
18 This document has a number of statements that are attributed to
19 Brandon Silva, who's a supervisor and agent for the company.
20 And you know, there are -- there also appears to be -- what
21 appeared to me to be line outs in various parts of the
22 document. And frankly, you know, some of it is extremely hard
23 to read.

24 So I don't think the document should be admitted.

25 JUDGE MUHL: All right. Let me just make it clear on

1 the record from you, do you have the original of this?

2 THE WITNESS: Yes.

3 JUDGE MUHL: Okay.

4 THE WITNESS: I actually just found it the other day
5 in my desk. So --

6 JUDGE MUHL: Okay.

7 THE WITNESS: -- maybe the other one's there too.

8 JUDGE MUHL: That problem is solved then. Then will
9 you bring it in for us --

10 THE WITNESS: Yes.

11 JUDGE MUHL: -- if you can tomorrow?

12 THE WITNESS: I'm not sure I'm going to back to where
13 I live because of the storm tonight, but I will bring it.

14 JUDGE MUHL: Okay. You're going to be the rep
15 throughout?

16 MS. TERRELL: Yes.

17 JUDGE MUHL: Okay. Then we'll deal with it when we
18 get the original.

19 MR. MURPHY: Okay. I have -- is the weather supposed
20 to be bad tomorrow? I really have no idea.

21 JUDGE MUHL: Yeah. Well, I think the snow it
22 supposed to stop, but you're going to have a lot of --

23 MR. MURPHY: that's right. You said the black ice.

24 JUDGE MUHL: You're going to have ice all over the
25 place.

1 MR. CONCEPCION: Yeah. Between 7:00 and 9:30, the
2 forecast is for black ice and, you know, the problem with the
3 black ice is that even though you may transfer out earlier to
4 get here earlier, the black ice will be a problem probably. So
5 it's like you're stuck in the middle, where you don't know
6 whether you're better off waiting until 9:30 to take off.

7 JUDGE MUHL: Okay. It's identified. We're going to
8 hold off on admission until we get the original.

9 BY MS. TERRELL:

10 Q So we may return to this document after you bring the
11 original, but for now, I think we can move on with your
12 testimony, okay?

13 A Okay.

14 Q So after your conversation with Brandon Silva on June 11th
15 that you just testified about, were you aware of any policy
16 changes relating to your ability to wear the pin at the store?

17 A No.

18 Q And did you wear a pin to the store after your
19 conversation with Brandon Silve on June 11th before the
20 election happened?

21 A I stopped wearing a pin -- I didn't start wearing a pin
22 again until I believe the spring of 2023.

23 Q And what prompted that?

24 A We started -- we had a couple store actions where we,
25 like, collectively wore them all -- like many of us wore them

1 for a short period of time. It felt safer to do it that way.

2 Q And so in the spring of 2023, the Union was already
3 certified, correct?

4 A Yes.

5 Q And when, if ever, did the employer announce after June
6 11th of 2022 that pins could be worn at the store?

7 A I don't recall any announcement of that nature.

8 Q Yeah. When did they announce that you wouldn't face a bad
9 appraisal --

10 MR. MURPHY: Objection.

11 BY MR. TERRELL:

12 Q Or -- I'm sorry, consequences -- would face consequences
13 for wearing a pin?

14 A There was no announcement.

15 MR. MURPHY: I'm sorry. I didn't hear your question.

16 THE WITNESS: There was no announcement of that
17 nature.

18 MR. MURPHY: Your answer, I mean.

19 BY MS. TERRELL:

20 Q When, if ever, did the store managers post a notice that
21 pins could be worn at the store?

22 A None that I'm aware of. No notices.

23 Q All right. When, if ever, did the store post a notice
24 that there wouldn't be consequences for wearing a pin?

25 A Never. Not to my knowledge.

1 Q Do you know Steve Andrade?

2 A Yes.

3 Q And how do you know him?

4 A He worked with me at the Hadley store.

5 Q Is it your belief that Andrade supported the union effort
6 or not?

7 A Yes, he did.

8 Q And how do you know that?

9 A I've had many -- we've had conversations. I visited his
10 home to discuss the union, and when we would have actions at
11 our store, Steve would participate.

12 Q And actions meaning actions in support of the union?

13 A Yes.

14 Q And so you've testified earlier that you made some of
15 these pins that supported the union. Where did you store these
16 pins to give to the employees at the store?

17 A Different places. Sometimes my own locker, as well as in
18 the art area, there is a -- like a metal chest of drawers, like
19 a tool chest, and so where the artist would store supplies.
20 And I had a big bag of them that I left there.

21 Q And who had access to that area in the art room, the metal
22 chest, who had access to the thing you just testified about?

23 A Mainly the artists accessed it because their supplies were
24 there, but it was within reach of anyone who entered the back
25 room.

1 Q And do you know if Steve Andrade was aware of the pins
2 stored in the artist's chest area cabinet?

3 A Yes. I asked the art team if I could store them there.

4 Q And do you remember specifically who you asked?

5 A No. Not specifically.

6 Q Did you ever talk about the bag of pins that were in there
7 with Steve Andrade?

8 A I don't recall a specific conversation.

9 Q In your time working at the store from June 11th, 2022
10 through the spring of 2023, who, if anyone, did you see wearing
11 union support pins?

12 A Between June 11th and the spring of 2023, no one.

13 Q So you have specifically talked about a bag of buttons
14 that you've put in the artist areas -- in the artist area. Do
15 you recall when you put those buttons in the artist area? The
16 bag of buttons you referred to.

17 A It was sometime in the spring of last year, but I don't
18 recall specifically when.

19 Q So that -- 2023?

20 A Yeah.

21 Q Okay. And do you -- does Steve Andrade still work at the
22 Hadley store? Do you have any knowledge of that?

23 A He does not.

24 Q And do you know why not?

25 A He was terminated.

1 Q And so when you put the bag of union pins in the artist
2 area, was that before or after Steve no longer worked at the
3 store?

4 A That was before.

5 MS. TERRELL: All right. If we could go off the
6 record for just a second.

7 (Recessed at 4:53 p.m.; to reconvene at 4:54 p.m.)

8 JUDGE MUHL: We have a long ride home, so -- not me,
9 but why don't we just --

10 MS. TERRELL: A very carefully placed walk home.

11 (Pause.)

12 JUDGE MUHL: Okay. We'll adjourn until 9:30 tomorrow
13 morning.

14 (Whereupon, at 4:54 p.m. the hearing was recessed to
15 reconvene on Wednesday, January 17, 2024 at 9:30 a.m.)

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
CERTIFICATION

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region One, in the matter of TRADER JOE'S EAST INC., Case No. 01-CA-296847 et. al., at Hartford, CT, on January 16, 2024, was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the recording from the hearing, that the exhibits are complete and no exhibits received in evidence or in the rejected file are missing.



Peter Holland

	activities (2) 40:6,7	affirmative (2) 21:17,25	29:4	97:20
\$	activity (6) 25:9;26:4;27:12; 35:10;37:12;42:4	affirmatively (1) 27:2	allow (9) 10:22;12:3,4;20:11; 21:1;23:2,4;28:3;79:6	announcement (4) 81:3;113:7,14,16
\$26 (1) 103:22	actor (2) 11:20,24	afraid (1) 109:7	allowable (1) 28:1	announcements (4) 51:22;52:12;78:12, 22
\$3,000 (1) 77:20	acts (1) 35:20	afternoon (3) 34:4;46:14,15	allowed (6) 8:20;63:13,22; 64:20;68:5,6	annually (2) 69:4,7
\$30,000 (1) 77:19	actual (6) 84:11;85:15;94:24; 95:8;96:3;99:9	afterwards (2) 89:11,12	alluded (1) 106:7	anymore (1) 106:20
\$7.50 (1) 41:18	actually (2) 7:2;111:4	again (14) 5:3;11:21;12:25; 18:20;31:10;38:16; 42:25;49:21;54:12, 22;80:25;81:20; 107:17;112:22	almost (1) 47:15	app (1) 8:5
*	add (5) 8:2;10:9;32:22; 43:17;108:7	against (1) 41:19	alone (3) 28:1;33:22;39:23	appear (3) 11:14;20:8,8
**MR (1) 34:4	added (1) 15:8	age (1) 76:19	along (1) 26:23	appearance (3) 26:9,17,20
**MS (1) 24:20	additional (5) 9:20;21:16;76:23; 89:7;107:23	Agency's (1) 21:22	alterations (1) 83:7	appearances (1) 5:13
A	Additionally (3) 25:7;31:16;33:3	agent (3) 12:15;101:7;110:19	alternative (2) 15:17;16:4	appeared (3) 15:9;102:20;110:21
ability (1) 112:16	address (4) 14:6;27:16;90:5; 100:21	agents (1) 9:19	alternatively (1) 17:8	appears (2) 109:19;110:20
able (5) 14:12;84:16;98:1; 106:13,19	ADELAIDE (5) 1:11;87:21;104:24; 109:1,25	ages (1) 78:11	Although (4) 22:4;26:17;28:1; 51:20	applicable (3) 20:23;35:3;37:6
above-entitled (1) 1:18	adjoin (1) 116:12	ago (2) 69:22;75:12	always (4) 27:15;51:20;60:4,6	application (1) 8:23
absence (1) 16:24	Administrative (6) 1:19;5:6;21:22; 22:6;60:16,18	agree (5) 20:12;21:1;44:8; 83:24;92:4	ambiguous (1) 17:6	applied (1) 21:20
accept (1) 44:7	admission (10) 63:8;65:12;79:20; 91:17;92:4;93:1; 94:13;100:13;110:10; 112:8	agreement (6) 25:19;32:10;43:2,6, 18;44:4	amend (3) 10:19;15:19;21:16	applies (1) 7:12
accepted (2) 33:9;43:16	admissible (1) 110:6	ahead (8) 12:24;14:11;16:1; 24:19;50:6,13;83:25; 100:17	amended (2) 14:25;16:5	apply (1) 20:2
access (3) 90:6;114:21,22	admitted (4) 84:18;98:5;110:17, 24	aides (1) 39:19	amendment (12) 9:18,25;10:2,3,6,14, 23;12:3,4;13:17; 21:12;23:3	appraisal (2) 29:15;113:9
accessed (1) 114:23	admonished (1) 38:21	al (1) 1:4	amendments (2) 9:11;21:14	appraisals (1) 26:10
accessible (1) 71:9	adoption (1) 16:24	allegation (9) 10:11;11:22;12:25; 16:24;17:4,23;35:10, 18;36:23	among (1) 25:10	approach (3) 20:4;39:2,23
accomplished (1) 25:10	adornments (3) 26:18;66:13;68:2	allegations (20) 10:18,19,21;11:1,2, 5,19,20;17:3,25;18:3, 4,15;19:19;20:3,7; 21:5;42:13,25;69:24	amount (3) 40:18;73:20;78:7	approached (3) 35:25;53:11;97:9
accordance (2) 18:10;37:6	advent (2) 16:16;17:1	allege (1) 9:20	and/or (1) 21:20	appropriate (3) 15:5;33:17;110:5
account (1) 36:20	adverse (2) 36:14,21	alleged (11) 7:13,16;11:1,20; 17:7,8,19;18:16,17; 35:16;44:5	Anderson (1) 27:20	approval (2) 28:16;55:10
accurate (6) 53:24;63:4;65:2; 79:16;93:21;99:12	advertised (1) 31:1	alleges (4) 17:4;18:6;32:11; 43:5	Anderson's (1) 41:3	approved (1) 26:19
acknowledged (1) 41:7	Aerostructures (1) 18:12	allocating (1)	Andrade (25) 13:4;18:6;28:23; 33:20;37:16;38:7,11, 12,14,21,22,25;39:13, 22;40:24;41:2,13,14; 44:22,25;114:1,5; 115:1,7,21	approach (3) 20:4;39:2,23
across (1) 28:5	affidavit (1) 101:7		Andrade's (1) 41:3	approached (3) 35:25;53:11;97:9
act (3) 18:7;21:19;105:17			Andre (1) 40:16	appropriate (3) 15:5;33:17;110:5
action (3) 15:5;30:24;35:19			announce (3) 90:1;113:5,8	approval (2) 28:16;55:10
actions (9) 10:14;11:2;17:11; 29:18;89:6;112:24; 114:10,12,12			announced (4) 29:3;82:4;94:2;	approved (1) 26:19
actively (1) 31:10				April (3) 47:14;62:16;63:5

22:1;35:5 Army (1) 64:13 around (15) 22:10;29:2;32:4; 51:8;53:1;58:15;60:6; 64:4,6;67:11;69:13; 76:16;96:18;97:12; 106:3 arrive (1) 50:16 arrived (1) 96:19 art (15) 39:7,9,23,24;40:14, 16,17,22;51:10;73:3, 16;74:21;114:18,21; 115:3 article (3) 92:13,19,20 artist (19) 28:25;29:5;39:1; 69:12,19,21;70:6,8,9, 23;71:24;73:13,14; 74:4;114:19;115:14, 14,15;116:1 artists (5) 29:4;51:10;69:23; 71:8;114:23 artist's (2) 29:24;115:2 art-related (1) 39:14 aspect (2) 31:19;83:2 assert (1) 19:5 asserted (1) 19:8 assigned (6) 5:10;40:2;49:6; 51:24,25;52:2 assignment (2) 48:21;51:17 assistance (1) 64:8 assistant (1) 37:23 Assuming (3) 20:21;42:11;75:16 astonished (1) 38:19 astonishment (1) 38:10 at- (1) 16:24 attacks (1) 17:22 attempt (2) 16:25;103:4 attempted (3) 33:15;43:17;44:8 attempting (3)	10:19;25:11;45:1 attempts (2) 19:4;36:12 attendance (1) 8:10 attended (1) 67:13 attending (1) 8:25 attention (4) 13:13;87:12; 103:23;104:7 attitude (1) 29:16 attributed (1) 110:18 at-will (11) 14:17;16:7,13,18, 19,20,25;17:3,5; 42:14;108:6 audience (6) 16:9;17:10,13,25; 27:3;42:12 audio (1) 8:11 audio/video (1) 8:12 August (5) 13:15,20;30:21; 34:13;58:16 author (2) 82:23,24 authored (1) 82:15 avid (1) 37:10 avoiding (1) 20:10 aware (10) 16:17;55:23,25; 67:10;72:4;97:25; 105:20;112:15; 113:22;115:1 away (6) 28:15;29:9;39:10; 97:22;101:13;108:8 awesome (1) 55:1 awkward (1) 88:23	107:13;108:11; 111:12;114:24 backbone (1) 29:2 background (5) 80:16,17;94:10; 101:17;107:6 backpack (1) 53:4 backpay (3) 33:19;44:22,24 backroom (1) 50:18 backstory (1) 11:8 bad (2) 111:20;113:8 bag (8) 53:19,21,23; 114:20;115:6,13,16; 116:1 bags (1) 53:3 banana (1) 27:12 Bane (1) 84:2 bank (1) 50:7 bargain (7) 18:10,21;25:5,15; 30:8;33:21;42:24 bargaining (12) 16:11;18:8,14,15; 25:7;30:10;31:4,5,18; 42:17,22;43:12 Basalone (7) 9:21;10:8,9,15,17; 11:6;27:11 Basalone's (4) 11:8,17,22;12:14 based (7) 15:5;48:18;76:19; 77:13,16,17;85:13 bases (1) 17:21 basically (5) 8:17;39:17,20;49:1; 79:14 basing (1) 75:19 basis (5) 17:3,9;18:15;33:20; 42:7 basket (4) 53:1,19,21;55:14 beautiful (1) 39:7 becoming (1) 58:8 began (2) 26:24;80:20 begin (1)	49:4 beginning (2) 43:10;80:9 behalf (1) 33:25 behind (3) 50:5;91:20;105:1 belied (1) 37:15 belief (1) 114:5 belonged (3) 38:23;41:4,5 belongings (1) 28:8 belt (1) 53:20 benefit (21) 25:21,24;31:21; 32:1,3,9;33:1,5,6; 43:7,12,14,23;44:6; 75:6,11;77:4,5,11; 78:8,8 benefits (3) 25:20;59:19;79:15 best (6) 65:20;83:20;94:17; 96:4;102:14;110:12 better (5) 31:24;54:23;59:19; 72:25;112:6 beyond (2) 32:1;61:3 bicycles (1) 53:6 big (4) 39:6;56:2;72:8; 114:20 bit (14) 42:10;47:1;48:15; 52:5;59:10,24;61:11; 67:9;73:16;74:18; 75:4;80:11,18;90:19 black (5) 73:7;111:23;112:2, 3,4 blade (8) 70:25;72:16,22,23, 24;73:4,4,8 blades (1) 72:25 blaming (2) 32:25;33:7 BOARD (21) 1:2,20;5:4;16:18, 21;17:12,19;18:8,20; 19:8,21;20:3,14,18; 21:22;22:18;23:6; 44:12;45:6;101:4,7 Board's (6) 17:15,18;19:1;23:2; 44:19,24 Bockius (2)	6:8,10 bonus (1) 76:21 book (1) 51:13 bordering (1) 35:18 boss (3) 60:20;61:1;97:20 both (10) 11:15;17:11;19:9; 26:2,20;30:11;31:2; 32:23;57:9;91:9 bottom (5) 84:25;99:17; 109:19,19,23 bow (1) 28:5 Bowl (4) 64:11;67:8,19,23 box (7) 36:15;48:3,10,11, 13;73:5;74:16 boxes (1) 48:12 brand (2) 34:17,17 Brandon (20) 27:19;38:8;87:18; 88:4,21,22;89:1; 97:21;104:21;105:8; 106:8;107:18,20; 108:4,11;109:1,17; 110:19;112:14,19 break (5) 12:20;50:14;51:18; 78:20;106:7 bridge (4) 49:12;60:2;65:7; 78:20 brief (1) 110:3 briefing (2) 22:1;45:8 briefly (1) 29:9 bring (4) 71:3;111:9,13; 112:10 brings (1) 53:18 broad (2) 25:1;31:13 broken (1) 49:5 brought (2) 104:23;108:10 build (1) 39:6 building (1) 71:10 bulletin (5) 31:2;78:14,15;
	B			
	Babcock (1) 17:15 back (32) 12:12;14:21;20:10; 21:10,10;29:6,13; 38:8,16;45:17;50:11, 25;51:2,3;52:6,19; 57:24;60:5;73:2,3,10, 11;88:4;89:4;91:8; 92:3;98:3;103:4;			

<p>79:13,17 bus (1) 53:6 button (21) 26:15;93:15,18,21, 25,25;94:1,6,24;95:6, 8,13;96:3,9,15,20; 97:6,10,11;98:5,7 buttons (6) 93:14,18;94:5; 115:13,15,16 buy (2) 52:23;64:13</p>	<p>caps (1) 70:17 Captain (32) 27:19;37:19,23; 38:5,14,19;40:12,22, 25;57:22,22;58:9,19; 60:14,15;64:12; 68:16,21;81:18;82:4; 83:17,21;84:4,17; 85:2,20,25;86:24; 87:5,18;88:14;104:21 captains (3) 40:4;58:19;60:13 captain's (2) 39:8;60:20 captive (6) 16:9;17:10,12,25; 27:2;42:12 card (3) 54:14,18,22 cardboard (1) 108:25 career (2) 29:17;69:3 carefully (1) 116:10 CareOne (1) 18:8 carry (1) 53:1 cart (5) 52:3;53:1,2,18,21 Case (21) 1:3;5:5,5,12;7:8,9; 16:22;17:19,20;21:7; 24:22;28:23;33:20; 34:7;35:19;38:2; 44:19;73:7,7;75:13; 95:5 cases (1) 48:12 cash (1) 76:21 catch (1) 74:19 Catherine (2) 5:15;46:16 cause (1) 15:4 caused (1) 42:18 cell (1) 101:15 cellphone (1) 9:1 CEO (1) 84:2 certain (2) 23:17;56:25 certainly (5) 9:1;19:16;23:4; 55:17;95:17 certainty (2)</p>	<p>101:12,18 certification (7) 15:11;16:11;29:3, 16;31:17;32:7;80:7 certified (2) 80:5;113:3 chance (1) 81:20 change (6) 19:20;20:2;27:24; 76:15;78:11;83:2 changed (5) 39:3;77:1;82:13; 83:23;84:16 changes (6) 29:13;43:24;82:21, 22;83:14;112:16 changing (5) 20:5;29:3;32:5,13; 78:9 characterizations (1) 43:22 characterize (2) 90:8;101:20 characterized (2) 29:1;83:3 charge (2) 41:23;101:6 charged (1) 41:20 charges (2) 108:20,21 Charging (4) 1:15;5:22,23;7:15 CHARLES (2) 1:19;5:6 chart (2) 9:21;49:2 check (4) 49:7;57:1;77:25; 107:25 checked (1) 41:19 checking (1) 51:24 checkout (2) 28:11,12 cherry (1) 26:1 chest (4) 114:18,19,22;115:2 Chevron (3) 22:13,16,25 chill (2) 25:9;26:3 chilling (1) 33:1 choose (2) 27:6,25 chose (3) 32:15;36:5;76:22 chosen (1) 45:2</p>	<p>Chris (1) 22:13 Christmas (1) 64:19 Christopher (1) 6:7 chronology (1) 74:3 circle (2) 52:19;102:4 circumstances (5) 15:6;16:19,20;35:3; 41:15 cited (2) 29:12;31:22 civil (1) 20:23 claim (1) 37:13 claims (9) 18:24;19:4,8;20:20, 25;21:2;44:17;45:5,7 clarification (4) 12:3;65:24;71:16; 86:14 clarifying (1) 12:1 classic (1) 24:22 classification (2) 37:25;38:1 classifications (2) 37:25;52:9 clean (2) 29:24;40:17 cleaning (1) 40:22 clear (5) 23:23;30:5;86:3; 103:11;110:25 clerk (1) 38:5 clipboard (1) 55:7 clock (2) 36:3;57:17 clocked (1) 36:6 close (3) 89:4;98:2;106:9 closely (1) 84:9 closing (2) 106:7,14 clothing (1) 66:4 co- (1) 89:16 coat (1) 55:18 coerced (1) 37:14 coffee (1)</p>	<p>56:9 cognizable (3) 19:5;20:25;21:3 coincidentally (1) 29:21 colleagues (2) 40:17,18 collect (1) 52:23 collectively (1) 112:25 color (2) 72:14;95:10 columns (2) 56:19,19 comedian (1) 5:8 coming (1) 95:12 commenting (1) 35:13 commerce (1) 9:15 committed (1) 11:25 committee (1) 108:12 communicates (1) 30:15 communications (6) 5:11;31:7;37:4; 44:14;46:23;47:10 community (1) 89:16 company (21) 28:7;31:1;34:20; 35:21;36:5,8,13,17; 43:1,3,13,18,19;44:8; 64:20;68:2;71:5; 78:18;95:18;105:23; 110:19 company's (2) 39:1;43:16 competitors (1) 34:9 comping (1) 55:15 complaint (26) 9:12,15;10:9,12,14, 18,20;11:3,6;13:14; 14:25;16:5,10;17:25; 18:3,6;21:5;27:7; 30:7;32:11;35:10,17; 43:4;44:17;45:9; 69:24 completed (1) 103:7 completely (1) 34:14 comply (1) 8:1 composition (1) 27:24</p>
C				
<p>cabinet (1) 115:2 calendar (1) 77:14 call (8) 9:13,13,19;45:18; 49:13;53:12,14;70:13 called (8) 7:8;31:4;34:21; 41:18,22;45:24; 49:11,12 calls (2) 45:20;78:15 came (4) 1:18;13:12;29:24; 57:18 camouflaged (1) 54:17 campaign (4) 30:19;89:14,15,16 Can (80) 5:13;12:10,19; 13:22;14:3,9;19:7; 20:1;22:9;24:1,3,11, 19;34:22;45:17;46:1; 47:1;49:5,16,21; 50:19;51:2,21;52:25; 55:7,12;56:1,6,20,21; 57:2;59:10,16;62:6; 65:15;66:8,18;67:9; 68:20;69:5,8,18;70:6; 72:6,9,23;75:5;76:9; 78:21;79:3;80:11; 81:20;82:6,20;84:15; 85:2;87:15,16,22; 88:19;90:25;91:2,5,6, 8,14;92:4,10,10,22; 94:9;95:8;97:22;98:1; 99:3;100:15;103:3; 104:20;111:11; 112:11 cancer (2) 28:19;81:10 cans (1) 56:9 Canva (1) 93:17</p>				

computer (1) 82:11	23:5	64:21;65:19	25,25;58:8,10,18,22, 25;59:3,11,13,18,24; 60:1,13;62:12;64:13; 66:12;68:2,5,24; 69:12,19,20;70:7,9; 71:8;73:25;74:4,4,5; 75:6,9;76:17,18,20, 20;77:1,2;78:14;81:4, 9;85:1,3;86:20;87:24; 104:24;108:13	dangerous (3) 73:19,19,20
Concepcion (19) 5:17,17,23;10:6; 14:4,6;22:13,16,24; 23:15,19,23;24:6,9, 11;62:22;93:19; 100:10;112:1	contained (2) 15:7;91:15	counsel (49) 5:13,14,15,16,18; 6:22;7:15,21,22,25; 9:11;10:8,8,16,16; 11:3,3;12:6,7;14:23, 23;15:12;17:18,21, 22;18:2,2;19:4,7,20; 24:16;27:4,4;33:12, 12;40:4;43:4,5,21; 44:13,13,16;45:17,19, 19;46:16,17;91:16,17	66:12;68:2,5,24; 69:12,19,20;70:7,9; 71:8;73:25;74:4,4,5; 75:6,9;76:17,18,20, 20;77:1,2;78:14;81:4, 9;85:1,3;86:20;87:24; 104:24;108:13	dark (1) 42:10
concept (2) 16:9;17:17	container (1) 73:5	counseled (1) 42:4	crews (1) 42:11	date (5) 13:3;35:12,12; 70:20;80:7
concerns (1) 27:16	contemporaneously (1) 8:23	counseling (1) 40:7	crew's (2) 30:23;31:17	dated (1) 5:9
conclude (1) 32:20	content (2) 7:23;83:22	Counsel's (20) 6:19;7:23;21:9; 22:2;43:21;45:23; 62:13;63:8,11;66:1; 79:23;81:19;86:6; 90:3;91:22;93:4;96:2, 6;99:8;102:25	criteria (6) 56:15,18,19,20,21; 57:2	dates (1) 65:15
conclusion (2) 33:12;45:7	contents (3) 81:25;82:1;90:20	counts (1) 45:5	culminated (1) 40:8	day (36) 27:9;48:11,14,15, 17,18,19;49:1,2,4,23; 51:23;52:21;56:4; 59:25;60:1;70:16,21; 82:4;83:4,6;87:5,13; 88:2;96:15;98:16,18; 103:8,13,16,25;104:1, 8,10;107:22;111:4
concoct (1) 32:15	contested (1) 37:11	couple (3) 8:9;60:25;112:24	culminating (1) 43:10	days (5) 12:16;26:7;89:11, 12;109:5
conditions (2) 27:24;37:5	continue (5) 29:7;49:22;50:5,9; 51:8	course (4) 52:20;56:3;69:3; 75:7	cured (1) 37:9	DC (2) 5:10;6:10
conduct (7) 13:13;17:7,20,22; 30:13;31:19;37:15	contradicted (1) 41:3	court (4) 8:18;15:21;16:1; 87:23	current (9) 17:12,18;18:8;19:8, 21;20:2;27:23;45:6; 47:17	deal (5) 43:19;56:2;108:18; 110:8;111:17
conducted (1) 41:1	contrary (2) 43:19;45:6	courtroom (3) 7:10,14;9:7	currently (7) 19:5;20:13;28:1; 58:23;59:21;60:10; 106:21	dealing (1) 108:16
conference (3) 9:12,13,19	contribution (10) 32:4;75:9;76:18,24, 25;77:2,4,13,20;81:3	courts (2) 19:2;23:6	custodian (1) 29:19	dealings (1) 44:11
confidential (3) 30:23;78:13,16	control (1) 9:6	cover (2) 89:24;92:14	customer (19) 34:20,24;39:19,25; 41:18,21,22;52:2,21; 53:10,13,17;54:12,14, 21,23;59:14,19;64:3	deals (1) 108:19
confines (1) 17:21	convenient (1) 53:7	COVID (1) 94:3	customers (11) 29:10;34:14;39:19; 51:20;52:23;53:2,3; 59:16;64:9;70:21; 78:22	dealt (1) 20:20
confirmed (1) 21:4	conversation (14) 14:23;27:17;53:23; 89:3;104:25;106:23; 107:18;108:11,25; 109:2,16;112:14,19; 115:8	coworkers (1) 97:16	customer's (2) 28:8;53:15	decade (2) 30:2;31:24
confronted (1) 41:24	conversations (4) 8:4;31:12;89:13; 114:9	co-workers (1) 89:13	cut (6) 38:16;48:12,12; 71:1;73:22,22	December (5) 29:9;40:9;43:11; 80:19,20
confusing (1) 25:16	conveyor (1) 53:20	create (2) 64:3,3	cutting (1) 72:23	decide (2) 32:16;110:6
connecting (1) 89:15	copies (1) 93:17	created (2) 32:23;93:16	damned (2) 43:25;44:1	decided (3) 28:4;32:8;108:12
connection (1) 30:10	copy (11) 63:4;65:2;79:16; 83:18;84:10,11;87:2; 91:13;96:3;99:12; 106:10	creation (1) 17:18	D	decision (5) 18:21,23;29:6;39:9; 80:12
consensus (1) 57:13	corn (2) 94:9;104:15	creative (1) 29:2	daily (6) 26:23;48:21,24,25; 49:1;64:2	decline (1) 31:25
consequence (4) 36:21;42:5;103:25; 105:14	corner (3) 50:17;51:8;100:3	credible (1) 41:15	damned (2) 43:25;44:1	declined (1) 27:2
consequences (14) 36:15;57:4;105:11, 12;107:14,15,16,17, 24;108:9,15;113:12, 12,24	cornering (5) 16:10;17:11,17; 18:1;42:13	crew (80) 18:1;27:14;28:5,10, 14;34:21;36:15,18; 37:4;38:3,6;39:7,15, 24;40:5;46:21;47:5,6, 18,21;48:3,16;49:3; 50:22;52:13,15,16; 54:5,7;57:8,9,19,23,		dedicated (1) 29:8
consider (3) 27:5,7;28:22	corporate (3) 27:12;30:15,19			deemphasize (1) 39:9
consistent (5) 35:20;37:20;57:24; 58:6,9	correspondence (1) 43:15			defense (8) 21:17;22:1,13,16, 25;75:14,25;76:4
consisting (1) 32:13	corresponding (1) 18:22			defer (1) 76:22
constantly (1) 48:13	costume (3) 64:5;65:1,3			deferred (1) 77:6
constitutional (1) 22:7	costumes (2)			
constitutionality (1)				

<p>defies (1) 25:4</p> <p>define (1) 52:6</p> <p>definitely (4) 55:19;59:4;77:8; 101:16</p> <p>deign (1) 17:13</p> <p>delegitimize (1) 33:15</p> <p>deli (2) 28:7;41:18</p> <p>deliver (3) 51:22;52:12;57:23</p> <p>delivered (5) 58:8,16,17;81:17; 87:17</p> <p>delivering (2) 34:22;87:16</p> <p>delivery (1) 57:12</p> <p>demanded (1) 25:15</p> <p>demo (5) 50:17,19,19,21,24</p> <p>demonstrate (1) 26:6</p> <p>demonstrated (1) 28:21</p> <p>denial (1) 26:11</p> <p>denim (1) 61:15</p> <p>denying (1) 29:15</p> <p>depending (1) 72:22</p> <p>depicted (2) 98:5;104:12</p> <p>derivative (2) 18:17,17</p> <p>derivatively (1) 43:20</p> <p>describe (8) 48:24;49:14;51:2, 14;66:8;69:18;72:7; 97:22</p> <p>describing (2) 9:3;81:25</p> <p>design (2) 32:21;94:9</p> <p>designated (2) 7:8;59:12</p> <p>designed (5) 30:13,20;31:20; 37:3;93:17</p> <p>designs (2) 39:10;104:15</p> <p>desk (1) 111:5</p> <p>Despite (3) 29:7;30:11;31:17</p>	<p>detail (1) 77:9</p> <p>deteriorate (1) 27:25</p> <p>determine (1) 15:4</p> <p>detoured (1) 51:12</p> <p>developed (1) 19:2</p> <p>deviating (1) 26:20</p> <p>diagnosis (1) 28:19</p> <p>diagonally (1) 50:11</p> <p>dialogue (1) 27:14</p> <p>difference (1) 59:11</p> <p>Different (21) 34:8,14;41:12,14; 48:18;53:7;60:3; 63:14,23;70:7,24; 71:1,9;72:25,25; 78:11;83:3;89:15; 92:19;110:16;114:17</p> <p>difficult (2) 81:8;108:18</p> <p>dire (2) 100:15,19</p> <p>direct (9) 18:15;27:22;40:12, 13;46:12;67:16; 103:1,23;104:7</p> <p>directed (1) 40:24</p> <p>directing (1) 33:5</p> <p>direction (2) 40:16,19</p> <p>directive (1) 27:20</p> <p>directly (1) 30:15</p> <p>director (2) 46:23;47:10</p> <p>disagree (1) 15:6</p> <p>disagreement (1) 32:15</p> <p>discharge (7) 25:4,5,7;29:22; 30:8,10;33:18</p> <p>discharged (2) 13:4;29:25</p> <p>disciplinary (2) 18:11;31:16</p> <p>discipline (10) 18:5;28:13;30:9; 33:21;41:16;42:24; 67:3;107:1;108:9,15</p> <p>disciplined (4) 41:17;55:21,22; 106:25</p> <p>disciplines (1) 18:19</p> <p>disciplining (2) 18:10;25:3</p> <p>disclaimer (2) 37:2,9</p> <p>disclose (1) 7:21</p> <p>discreet (1) 16:4</p> <p>discretion (2) 6:25;23:1</p> <p>discretionary (2) 30:9;33:21</p> <p>discriminatees (3) 7:13,16;23:16</p> <p>discriminatorily (1) 26:8</p> <p>discriminatory (1) 25:1</p> <p>discuss (3) 35:1;57:13;114:10</p> <p>discussed (7) 9:12,18;13:1;14:17; 16:8;21:24;58:4</p> <p>discussing (2) 7:19;17:20</p> <p>discussion (4) 5:7;8:5;24:13; 42:21</p> <p>discussions (2) 43:11;91:12</p> <p>disliked (1) 27:23</p> <p>dismiss (9) 15:17,21;17:2; 18:14,24;19:10;21:5; 45:5,9</p> <p>dismissal (2) 16:3;19:4</p> <p>dismissed (7) 17:9;18:3;19:5,9; 42:14,15,25</p> <p>display (1) 50:6</p> <p>displays (1) 39:6</p> <p>disproportionate (1) 40:18</p> <p>dispute (2) 21:7;37:8</p> <p>disputing (1) 12:14</p> <p>distinct (1) 69:19</p> <p>distributed (2) 25:13;31:10</p> <p>Division (1) 5:10</p> <p>divvy (1) 57:14</p>	<p>dock (3) 38:8,16;105:1</p> <p>docks (1) 51:7</p> <p>doctrine (1) 27:8</p> <p>document (34) 15:7;62:11;64:25; 79:1,12;81:16,21; 82:12;83:1,7,9,17; 84:16;85:8,14,15; 89:21;93:8,13;99:5; 100:16;101:2;102:14; 109:13,19,21;110:3,6, 10,12,18,22,24; 112:10</p> <p>documentation (4) 34:19;40:6;43:9,13</p> <p>documents (5) 11:13,15,23;30:9; 92:11</p> <p>done (4) 34:16;35:21;40:20; 95:6</p> <p>doodles (1) 101:20</p> <p>door (6) 50:9,23;51:5,6,9; 89:4</p> <p>doors (2) 50:4;51:4</p> <p>doubt (3) 25:11;38:25;39:1</p> <p>down (3) 48:12;50:16;64:13</p> <p>drastically (1) 32:5</p> <p>draw (1) 87:12</p> <p>drawers (1) 114:18</p> <p>dress (2) 61:24;66:5</p> <p>drew (1) 26:22</p> <p>drill (1) 71:2</p> <p>drink (1) 79:8</p> <p>drive (8) 24:23;26:1;82:5; 88:22;89:7,90:2;94:3; 97:21</p> <p>drop (2) 40:3;48:20</p> <p>dropped (1) 76:16</p> <p>D's (1) 102:5</p> <p>due (1) 81:7</p> <p>duly (1) 45:24</p>	<p>during (12) 25:25;27:8;28:3; 29:10;52:20;59:15, 25;64:10,18;65:19; 78:21;81:10</p> <p>duties (1) 70:7</p> <p>duty (4) 18:21,22;30:11; 49:6</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>E-Acto (1) 70:25</p> <p>earlier (6) 10:7;13:13;99:2; 112:3,4;114:14</p> <p>early (11) 34:13;37:19;38:13; 58:16,17;61:11;76:6; 80:19,20;81:2;108:21</p> <p>earn (1) 77:17</p> <p>earnings (5) 77:17,18,21;78:1,2</p> <p>earshot (2) 97:14,24</p> <p>easier (1) 54:22</p> <p>EAST (2) 1:5;5:5</p> <p>easy (2) 53:25;54:20</p> <p>Edwards (3) 26:13;87:21;88:13</p> <p>effect (5) 36:10;37:1;62:15; 63:5;85:11</p> <p>effectively (1) 35:18</p> <p>effectuation (1) 33:16</p> <p>effort (6) 26:3;27:16;28:24; 31:11;34:20;114:5</p> <p>egg (2) 46:8,9</p> <p>eight (1) 40:23</p> <p>eight-hour (1) 103:19</p> <p>either (14) 8:10,11;10:15;19:1, 9;28:3;43:25;44:3; 51:25;56:20;57:21; 70:16;74:7;104:14</p> <p>elaborate (1) 39:10</p> <p>election (10) 25:8;26:7,22;28:4; 30:17;80:8;92:14; 104:2,5;112:20</p>
--	--	---	---

<p>elections (1) 33:6</p> <p>electric (1) 70:25</p> <p>electronic (1) 8:5</p> <p>elements (1) 16:5</p> <p>elicited (1) 107:10</p> <p>eligible (4) 32:1;75:8;76:17,20</p> <p>else (10) 38:3;41:9;51:14; 71:7;83:7;88:23; 97:12;98:4,8;102:10</p> <p>email (2) 22:9;101:8</p> <p>emailed (1) 101:9</p> <p>embedded (1) 17:24</p> <p>employee (9) 17:23;25:13,14; 30:19;31:2,15;37:14; 38:2;75:5</p> <p>employees (38) 18:10;25:11,18; 26:3,14,14,24,25; 27:1,6,9,21,25;30:17, 22,25;31:22;32:3,6, 13;33:1,4,5;34:25; 35:23,24;36:4;43:6,8; 52:9;63:13,22;75:15; 80:6;84:6;86:25; 108:6;114:16</p> <p>employees' (3) 31:12,21;32:25</p> <p>employee's (1) 31:24</p> <p>employer (9) 18:7,21;28:23;32:2; 43:25;44:11;45:8; 56:13;113:5</p> <p>employers (1) 18:9</p> <p>employer's (5) 16:15;24:22;33:9; 43:23;67:21</p> <p>employment (7) 14:17;15:2;31:17; 37:6;42:14;45:3;75:7</p> <p>enclosed (2) 50:23;60:2</p> <p>encounter (1) 66:19</p> <p>encourage (1) 27:13</p> <p>encouraged (5) 54:20;59:15;64:2,5, 11</p> <p>end (15) 19:25;37:2;39:20;</p>	<p>40:20;42:5;50:14; 51:9;53:18;58:16,17; 70:17;80:19,19; 104:22;109:7</p> <p>ended (1) 106:23</p> <p>enforce (1) 16:25</p> <p>enforced (1) 26:9</p> <p>enforcement (1) 25:2</p> <p>engage (3) 27:6;37:4;59:16</p> <p>engaging (1) 18:7</p> <p>enhance (1) 33:16</p> <p>enough (1) 45:14</p> <p>ensured (1) 36:19</p> <p>enter (3) 6:14;50:4;51:4</p> <p>entered (1) 114:24</p> <p>Enterprises (1) 16:23</p> <p>entire (2) 51:17;56:23</p> <p>entirety (2) 45:9;77:6</p> <p>entitled (1) 44:23</p> <p>entrance (3) 49:25;50:3,18</p> <p>equivalent (1) 38:4</p> <p>equivocal (1) 41:25</p> <p>especially (3) 44:25;54:19;64:10</p> <p>essential (1) 7:9</p> <p>essentially (3) 41:25;59:18;102:18</p> <p>establish (1) 19:7</p> <p>established (3) 18:11,20;20:21</p> <p>estimate (2) 59:5;71:25</p> <p>estimation (1) 58:23</p> <p>et (1) 1:4</p> <p>evaluated (1) 56:13</p> <p>evaluation (4) 56:16;57:5,23; 58:14</p> <p>evaluations (9) 56:16,17;57:8,10,</p>	<p>13,15,18;58:7,12</p> <p>even (9) 17:20;20:12;28:15; 44:11,16;77:7;91:13; 94:21;112:3</p> <p>evening (1) 29:24</p> <p>event (4) 67:21,23;76:8; 85:11</p> <p>events (2) 7:16;89:16</p> <p>everybody (1) 7:2</p> <p>everyone (3) 5:3;38:3;52:11</p> <p>everyone's (1) 52:17</p> <p>evidence (23) 11:11,18;20:9,12, 22,24;21:2,6;26:6; 28:21;30:17;32:21; 35:5;37:17;42:3; 69:22;83:15,20;96:4; 98:5;102:15;104:13; 110:13</p> <p>exact (3) 80:7;82:8;93:25</p> <p>exactly (1) 61:4</p> <p>EXAMINATION (2) 46:12;103:1</p> <p>example (4) 8:21;18:23;70:14; 73:20</p> <p>Excellent (3) 46:20;91:11,11</p> <p>except (1) 7:14</p> <p>exception (3) 7:12;35:3;70:11</p> <p>exchanged (1) 31:6</p> <p>excuse (2) 49:2;74:1</p> <p>executive (4) 27:19;61:2,5,9</p> <p>exercise (1) 37:14</p> <p>Exhibit (15) 6:19;62:13;63:11; 66:1;79:23;81:19; 86:3,6;90:3,20;91:22; 93:4;96:6;99:8; 102:25</p> <p>exhibits (2) 8:20;91:5</p> <p>existing (1) 20:14</p> <p>expect (2) 7:7;32:6</p> <p>expectations (8) 36:16;56:20,21,22,</p>	<p>22;57:1,3,5</p> <p>expected (3) 7:17;23:21;52:11</p> <p>experience (14) 27:15;34:18,20,22, 24;39:19,25;52:2,21; 53:13;54:13,21;55:1; 64:3</p> <p>experts (1) 30:14</p> <p>explain (2) 22:21;59:10</p> <p>explaining (1) 15:8</p> <p>explanation (1) 41:5</p> <p>exploit (1) 33:10</p> <p>explore (1) 80:21</p> <p>extent (2) 37:7;84:15</p> <p>extraordinary (2) 44:14,18</p> <p>extremely (1) 110:22</p> <p>eye (1) 51:24</p>	<p>82:14;97:22;100:2</p> <p>far-reaching (1) 33:13</p> <p>February (1) 58:17</p> <p>federal (2) 19:2;23:6</p> <p>feel (1) 89:9</p> <p>fellow (1) 104:24</p> <p>felt (4) 103:10,10,11;113:1</p> <p>few (2) 29:10;76:17</p> <p>file (4) 15:9;58:25;59:3; 104:3</p> <p>filed (4) 27:10;86:5;101:6; 104:1</p> <p>filing (3) 92:13;108:20,21</p> <p>filings (1) 5:11</p> <p>filled (2) 102:5;103:3</p> <p>final (2) 21:15;43:14</p> <p>finale (1) 53:14</p> <p>finally (2) 13:11;18:4</p> <p>find (4) 42:10;45:8;64:14; 65:17</p> <p>finding (2) 16:18;17:19</p> <p>fire (1) 28:4</p> <p>First (18) 6:23;9:14,16;28:4; 30:13;45:18,24; 49:25;50:3;62:8; 66:23;84:22,22; 85:24;88:2;92:12; 96:12;110:8</p> <p>five (4) 15:10;38:13;88:7; 97:20</p> <p>five-and-a-half (1) 103:20</p> <p>five-minute (1) 52:8</p> <p>fixtures (1) 71:10</p> <p>float (1) 68:3</p> <p>floor (5) 50:5,24;60:4,15; 64:17</p> <p>flower (1) 50:6</p>
		F		
		<p>face (3) 20:8;113:8,12</p> <p>facially (1) 26:18</p> <p>facilities (2) 44:20,22</p> <p>fact (11) 16:19;26:12;28:14; 31:6;38:25;44:19; 55:3;68:24;71:12; 88:13;103:5</p> <p>facts (5) 15:5;19:7;35:6; 42:19;44:17</p> <p>failing (2) 41:8,17</p> <p>failure (2) 33:21;40:10</p> <p>fair (2) 10:15;52:7</p> <p>fall (3) 42:19,20;65:20</p> <p>familiar (6) 17:14;39:3,4;56:15; 67:6;95:5</p> <p>familiarity (1) 39:5</p> <p>fans (1) 64:15</p> <p>far (10) 32:19;39:14;45:2; 50:14,17;51:9;58:3;</p>		

<p>flowery-looking (1) 102:2</p> <p>fluctuations (1) 31:25</p> <p>focus (3) 39:11;54:12;59:20</p> <p>focused (3) 34:21;52:1;59:14</p> <p>folks (1) 59:14</p> <p>follow (3) 40:10,19;50:8</p> <p>followed (1) 40:7</p> <p>following (2) 19:25;76:25</p> <p>follows (3) 14:24;15:1;45:25</p> <p>food (1) 24:21</p> <p>foot (4) 72:10,10,10,18</p> <p>football (6) 64:10,12,14,15,15, 16</p> <p>forecast (1) 112:2</p> <p>forego (1) 45:2</p> <p>Forgive (2) 46:17;73:10</p> <p>form (4) 36:16;38:17;58:24; 91:13</p> <p>formal (4) 5:4;6:2,11;21:10</p> <p>format (1) 56:17</p> <p>former (1) 28:1</p> <p>forming (1) 85:4</p> <p>forms (1) 45:2</p> <p>formula (1) 32:12</p> <p>forward (2) 13:22;89:8</p> <p>found (5) 16:21;29:20;30:5; 40:22;111:4</p> <p>foundation (1) 67:15</p> <p>Four (1) 38:13</p> <p>frame (1) 31:12</p> <p>frankly (7) 17:17;35:6;36:22; 37:10,15;42:9;110:22</p> <p>free (4) 9:2;50:22;54:25; 56:4</p>	<p>freelance (2) 46:22;47:9</p> <p>freeze (1) 106:21</p> <p>freezer (2) 51:9,11</p> <p>frequent (1) 28:11</p> <p>frequently (2) 30:15;72:3</p> <p>front (11) 39:20;42:5;49:9; 50:3,4,8,9,11;65:6; 97:8;99:6</p> <p>fruit (1) 54:25</p> <p>full (4) 33:16;70:11;76:22; 92:18</p> <p>fun (1) 64:3</p> <p>function (3) 39:9,24;40:14</p> <p>functional (1) 39:11</p> <p>functions (3) 39:14,16;40:5</p> <p>further (11) 10:13;20:22;21:6; 22:5;23:8;25:9;26:4; 27:21;32:23;33:1; 35:19</p> <p>furthermore (1) 10:13</p> <p>future (3) 20:11;21:11;22:1</p>	<p>GC-6 (1) 89:21</p> <p>GC-6a (2) 91:17,19</p> <p>GC-6b (1) 91:15</p> <p>GC-7a (3) 92:8;93:1,3</p> <p>GC-8 (2) 93:8;94:13</p> <p>GC-8b (2) 96:10;104:13</p> <p>GC-9 (4) 99:4;100:14; 102:24;110:16</p> <p>gear (1) 64:12</p> <p>gears (2) 61:11;75:4</p> <p>gendered (1) 66:18</p> <p>General (50) 5:14,16,17;6:19,21; 7:15;9:11;10:8,16; 11:3;12:6;14:23; 15:12;17:18,22;18:2; 19:4,7,20;21:9;22:2; 24:16;27:4;33:12; 36:1;42:21;43:5,21; 44:13,16;45:17,19,23; 46:17;58:13;62:13; 63:8,11;66:1;79:23; 81:19;86:6;90:3; 91:16,22;93:4;96:2,6; 99:8;102:25</p> <p>Generally (4) 58:15;70:15; 103:19,19</p> <p>generously (1) 91:13</p> <p>gets (1) 78:18</p> <p>Gingras (2) 105:2,5</p> <p>G-I-N-G-R-A-S (1) 105:5</p> <p>given (20) 6:13;7:20,23;9:5; 18:5;32:19;36:22; 40:8,10,15;42:2; 67:18;68:1,5,12;69:4, 7;75:9;87:5;89:20</p> <p>gives (2) 28:15;68:2</p> <p>giving (3) 7:15;95:18;105:23</p> <p>glowing (1) 29:1</p> <p>goes (6) 22:17;51:6;68:3; 70:1;78:19,20</p> <p>Good (7) 5:3;25:25;34:4;</p>	<p>46:11,14,15;98:24</p> <p>goods (1) 41:20</p> <p>grand (1) 53:14</p> <p>grant (1) 7:1</p> <p>granted (3) 10:3;13:9,19</p> <p>grocery (7) 24:21;34:6,8,15; 37:22;38:5;53:2</p> <p>Gross (3) 77:21;78:1,2</p> <p>group (6) 24:24;25:23;30:19; 86:23;88:8;97:20</p> <p>groups (2) 26:25;89:16</p> <p>guardrails (1) 27:5</p> <p>guess (5) 58:3;65:21;86:23; 95:18;103:18</p> <p>guesstimation (1) 58:23</p> <p>guidance (2) 105:22,23</p> <p>guidelines (1) 36:25</p> <p>gum (1) 56:11</p>	<p>92:7</p> <p>handing (1) 68:19</p> <p>hands (1) 27:18</p> <p>handwriting (9) 14:12;99:20;100:2, 6;109:20,20,22,23; 110:1</p> <p>handwritten (1) 83:7</p> <p>handy (1) 53:4</p> <p>hang (1) 64:8</p> <p>happen (3) 55:16;56:17;103:25</p> <p>happened (14) 13:13;32:24;37:18; 41:25;42:1,1,18; 85:22,23;88:1;89:3; 101:11;104:1;112:20</p> <p>happens (3) 53:15;55:19;67:11</p> <p>happy (4) 7:2;14:8;95:12; 100:24</p> <p>hard (1) 110:22</p> <p>hat (1) 40:3</p> <p>Hawaiian (2) 63:14,17</p> <p>head (2) 64:5;65:18</p> <p>health (2) 28:18;81:8</p> <p>hear (8) 37:16;39:17;41:21; 42:17;47:1;88:13; 90:12;113:15</p> <p>heard (2) 87:15;107:6</p> <p>hearing (7) 1:18;5:4;8:18,25; 23:3;45:7;116:14</p> <p>hearings (1) 8:13</p> <p>Hearsay (1) 88:10</p> <p>held (1) 47:19</p> <p>helming (1) 64:7</p> <p>help (1) 70:14</p> <p>helpful (3) 11:10,15;22:11</p> <p>helping (1) 39:18</p> <p>helps (1) 76:5</p> <p>herein (1)</p>
	G		H	
	<p>gain (1) 33:11</p> <p>game (1) 67:23</p> <p>gave (9) 25:18,21;41:2,5; 54:25;84:17;86:22; 101:6;106:12</p> <p>Gazette (1) 18:23</p> <p>GC (1) 6:11</p> <p>GC-10 (2) 109:13;110:10</p> <p>GC-1a (1) 6:17</p> <p>GC-2 (2) 62:11;63:10</p> <p>GC-3 (3) 64:23;65:13,25</p> <p>GC-4 (2) 78:25;79:22</p> <p>GC-5 (1) 81:16</p>	<p>Hadley (35) 26:7,23;28:10,14; 29:6;30:18,25;32:7; 33:5;34:11;35:13; 39:2;43:7;46:21;47:5, 7,21,24;57:7;58:23; 59:22;60:10,23;61:6, 9,13;65:10;69:16; 80:21;86:20;87:24; 90:11;96:13;114:4; 115:22</p> <p>Hadley's (2) 27:9,19</p> <p>half (1) 81:5</p> <p>Halloween (3) 64:19,21,21</p> <p>hallway (2) 50:13,16</p> <p>hand (5) 45:21;50:22;70:17; 72:20;79:8</p> <p>handbook (7) 31:14;61:25;62:4,4, 12,14;63:5</p> <p>handed (9) 82:3,9;83:17,21; 85:2;86:16;88:15,20;</p>		

<p>45:25 Here's (2) 37:18;68:20 hey (3) 41:22;54:18;98:1 high (2) 26:22;29:23 himself (1) 41:13 hired (1) 105:21 hires (1) 106:21 historically (2) 39:6,22 history (3) 26:20;75:20;77:8 hit (1) 54:14 Hoagland (11) 18:6;28:6,13;41:17, 24;87:21;97:14,15, 22;100:7;103:5 hold (3) 59:17;62:20;112:8 holding (1) 17:25 holds (1) 18:9 holiday (1) 64:18 holster (1) 48:4 home (21) 25:3;26:10,12;36:3, 4,5;38:11;40:24;41:6, 7,19;97:11;98:16,18, 21;99:7;103:8,9; 114:10;116:8,10 honest (1) 84:12 Honestly (1) 91:9 Honor (36) 6:1,23;9:10;11:7; 13:6;14:2,15,22; 15:16;16:2;17:14; 19:14,22;20:17; 21:15;22:19;24:6,18, 20;27:4;34:2;35:21; 44:2;45:4;46:24; 49:16;63:7;77:24; 79:6;80:14;84:14,19; 86:4;90:22;110:7,12 hope (1) 76:2 hoped (1) 81:12 hot (4) 31:20;70:25;73:21, 22 hotly (1) 37:11</p>	<p>hour (3) 49:6;51:25;103:22 hourly (1) 103:21 hours (7) 37:5;48:18;49:6; 103:15,20;109:5,6 house (1) 54:19 housekeeping (2) 9:14;13:1 huddle (6) 51:21;52:7,7,10,12, 13 hyperbolic (1) 35:8</p>	<p>impressive (1) 77:7 improve (1) 81:13 INC (1) 1:5 inch (1) 66:11 inches (1) 66:11 incident (3) 15:9;16:15;42:6 inclined (2) 20:11;21:4 include (1) 21:16 included (2) 11:9;52:10 includes (1) 68:14 including (5) 21:20;31:7;33:16; 40:11;108:10 inconsistent (2) 36:9,9 independent (1) 25:12 indicated (7) 34:10;38:12;42:13; 43:15;44:25;79:7; 86:24 indicates (1) 16:14 indicating (2) 72:8;85:3 Individual (5) 1:9,12,9:20;37:7; 56:21 individually (1) 87:22 individuals (2) 30:22;36:8 indulge (1) 87:23 inferior (1) 25:20 inform (1) 7:22 information (14) 10:10;15:6;18:18, 22;25:6;30:24;31:8; 39:12,12;42:23; 51:22;78:22;80:16; 108:10 infraction (1) 28:14 initial (2) 22:5;35:24 initialed (1) 100:1 initially (1) 34:25 injury (2)</p>	<p>32:22;81:7 insignia (1) 35:4 insisted (1) 27:3 installed (3) 27:5;73:4,5 installing (1) 71:10 instance (1) 105:9 instead (6) 13:14;32:15;33:10; 39:11;50:15;56:5 instruct (1) 8:2 instructed (3) 27:11;36:1;38:11 instructions (1) 40:10 insult (1) 32:22 insurance (3) 28:18;81:8,10 intended (2) 10:25;44:7 intentional (1) 28:12 interact (5) 59:25;60:1,1,14,19 interaction (2) 88:1;97:23 interactions (1) 17:23 interest (1) 35:20 interfere (1) 37:3 internal (3) 25:14;31:2;78:18 interpret (1) 31:15 interpreted (1) 21:20 interrogated (1) 27:1 interrogating (1) 24:24 interrogations (1) 42:9 into (18) 6:14;10:20;11:19; 36:20;49:6;53:1,2,3; 68:3;77:9;83:15;88:3; 96:2,9,10,12;98:5; 110:4 investigation (1) 41:1 invites (1) 27:7 invoke (1) 23:11 involved (8)</p>	<p>10:17;11:6,24; 31:20;36:7;40:16; 44:20;80:9 iron (1) 14:16 issuance (1) 42:6 issue (20) 11:2;14:18;16:14; 21:7;22:1,14,16;24:7; 26:10;28:11;29:16; 31:20;32:16;34:11; 38:1;43:21;44:9; 75:12;108:17,22 issued (5) 7:6;29:14;42:18; 48:1,3 issues (5) 37:7;48:1,6;57:14; 81:6 item (1) 54:19 items (3) 55:9;56:10;66:4</p>
I		J		
		<p>Jamie (6) 26:13;87:21;88:9, 13,15,20 January (8) 1:21;58:17;77:13, 13;80:19,20;81:2; 116:15 jersey (3) 64:14,15,16 jigsaw (18) 38:8,16,20;71:2,12, 15;72:1,4,6,16,18,21; 73:2,15,19,23;74:9,21 job (3) 20:1,2;29:18 Joel (1) 30:14 JOE'S (77) 1:5,14;5:5;15:3; 24:21;25:8,13;26:8, 19;27:2,12,15;28:4, 11,17,18,23,25;29:17; 30:12,19;31:1,13,19, 23;32:18,22;33:3,10, 14;34:5,12,14,23,25; 35:12,17;39:4;41:21; 44:6,10;46:21,23; 47:6,10,13,17,23; 48:2,16;49:11;52:24; 53:11;56:12,16; 61:16,18,23;62:12; 63:15,15,17,18,19,23; 65:9;67:6,11;71:3; 75:5,6,8;78:13;79:13; 80:4;104:4;105:21 joined (1)</p>		

<p>71:6 joining (1) 86:21 Jon (2) 9:21;27:11 Judge (169) 1:20;5:3,6,19,22, 24;6:6,11,13,15,17, 21,25;8:8,13,17,24; 9:9,23;10:2,17,22; 11:5,10,24;12:2,8,12, 14,18,21,24;13:5,7,9, 17,19,22,24;14:19,21; 15:12,14;19:13,16,18, 23;20:16;21:8,14,18; 22:2,8,11,20,23;23:1, 7,8,10,18,21,25;24:3, 5,8,10,13,16,19; 33:24;34:3;45:10,13, 17,21;46:1;47:1,4; 49:18;62:8;63:10,18; 65:16,22,25;67:15,24; 68:7,10;69:25;71:18; 74:21,24;75:2,14,19, 23;76:1,5,8;77:21; 78:1,3;79:9,22;80:17; 81:1,22;82:20,23; 83:24;84:1,4,6,10,22; 85:5,7,10,17,19,22, 24;86:5,8,12;87:8,10; 88:18;91:4,8,19;92:1, 3;93:3;94:23;95:2,5, 10,14,16,19,21,23,25; 96:4;98:22,24; 100:12,17;102:16,22, 24;107:9;109:9; 110:8,25;111:3,6,8, 11,14,17,21,24;112:7; 116:8,12 judges (2) 21:22;22:6 Judge's (1) 5:11 judgment (5) 15:18,22;16:4;19:6, 10 July (6) 34:13;35:15;58:16; 79:2,14;80:8 June (20) 13:3;35:11;36:11; 37:19;94:4;96:14; 99:15;103:24;104:8, 17,18;107:19;108:5, 21;109:17;112:14,19; 113:5;115:9,12 jurisdiction (1) 9:15</p>	<p>keep (4) 36:2,5;46:25;83:18 keeping (2) 32:4;51:23 Kelcey (1) 6:9 kept (1) 78:9 key (1) 53:13 khakis (1) 61:16 kid (1) 55:18 kind (19) 48:16;49:21;50:9; 51:8;52:6;53:20,24; 54:17;55:1,6;57:13; 72:18;74:24;88:23; 101:23;104:25; 105:14,23;110:16 kitchen (4) 50:17,21;93:18; 95:3 knew (4) 25:23;31:10; 108:15;110:14 knife (6) 48:4,4;70:25;71:1; 73:21,22 knives (1) 70:24 knowledge (10) 61:23;67:13,16,16, 25;68:4;77:7;98:8; 113:25;115:22 known (1) 29:18 knows (3) 5:8;56:24;69:23 Kona (1) 56:9</p>	<p>late (6) 30:21,25;34:13; 37:19;58:15;61:11 later (5) 38:13;40:23;94:12; 97:25;106:25 latter (1) 28:2 launched (2) 25:8;30:19 launching (1) 88:21 Law (20) 1:19;5:6;16:18; 17:12,14,15;18:8,20; 19:8,21;20:2,3,5,14; 21:22;22:6;26:2;28:3; 37:6;45:6 lawful (4) 16:21;17:2;20:13; 37:4 lay (2) 26:5;67:15 lead (3) 5:5;35:8;57:2 leading (4) 64:11;67:22;82:18; 107:4 least (7) 15:10;20:7;32:2; 45:2;78:6;81:9;103:6 leather (1) 54:25 leave (2) 23:13;89:1 leaves (1) 55:1 led (1) 33:3 leeway (1) 80:18 left (10) 39:22;49:3;50:6,15; 51:6;88:24;89:9; 90:10;102:2;114:20 legal (2) 27:5;105:22 leggings (1) 61:15 legible (1) 110:2 legitimate (1) 42:8 legs (1) 25:24 less (5) 34:12;35:7;39:14; 73:19;77:3 letter (25) 81:17;82:1,3,16; 83:3,20,22,23;84:2, 17,20;85:2,20;86:16, 20,24;87:2,4,5,16,17;</p>	<p>88:14,15,20;89:1 letters (1) 78:22 level (4) 29:24;33:3;39:5; 56:7 Lewis (2) 6:7,9 likely (2) 20:11;60:17 Likewise (1) 7:20 limit (1) 63:18 limitation (2) 12:2;56:6 limitations (3) 25:16;27:7;83:13 limited (5) 7:12;21:21;44:21, 24;63:19 limiting (1) 31:15 line (3) 73:24;99:18;110:21 lines (1) 101:25 listen (3) 7:3;52:14,16 lists (1) 49:2 literal (1) 38:9 litigiousness (1) 36:22 little (17) 11:8;42:10;47:1; 48:15,18;52:5;56:10; 59:10,24;61:11;67:9; 73:16;74:18;75:4; 80:11,18;90:19 Littler (1) 105:21 live (3) 8:21;9:7;111:13 livestreaming (1) 8:22 living (2) 45:1;46:20 LLC (2) 16:23;18:13 load (1) 28:22 loading (3) 38:8;51:7;105:1 local (4) 26:2,24;33:3;89:15 Locally (2) 30:21;32:24 location (1) 101:8 locker (1) 114:17</p>	<p>log (12) 48:21,24,25;49:1,7, 10;51:13,15,16,24; 57:19;58:4 logic (2) 25:4;30:4 logo (5) 82:8;83:1,2;93:17; 94:10 long (14) 41:5,6;46:7;47:13; 60:1;69:2,4,8;70:16; 72:10;78:10;95:12; 109:2;116:8 longer (3) 29:4;108:13;116:2 long-term (2) 25:9;75:4 look (7) 12:19;43:12;48:20; 50:7;51:15,16;94:21 looked (1) 51:13 looking (2) 84:25;101:19 looks (3) 90:4,7;102:4 lose (1) 27:22 loss (2) 26:13;54:9 lost (4) 28:18;55:7;81:10; 103:20 lot (6) 20:8;53:7;70:13; 81:4;107:6;111:22 loud (1) 72:19 lull (1) 29:10 lunch (1) 12:20</p>
<p>K</p>	<p>L</p>		<p>M</p>	
<p>keel (1) 26:5</p>	<p>LABOR (9) 1:2,20;5:4;11:25; 21:19,21;44:12; 101:4;105:17 laid (1) 55:3 language (12) 14:16;15:2;16:14, 25,25;17:3,5,5,9; 42:15;43:17,25 large (1) 70:17 larger (1) 72:2 last (7) 15:10;30:2;33:7; 53:15;61:19;69:21; 115:17</p>		<p>machine (1) 93:18 MAEG (19) 1:8;5:21;26:13; 45:20,23;46:3,10,14, 20;47:13;48:1;49:21; 63:13;75:5;80:1;92:7; 96:9;100:21;101:1 M-A-E-G (1) 46:3 main (1) 104:1 mainly (2) 52:2;114:23 maintain (2) 43:6;61:23 maintained (4)</p>	

<p>31:13,16;49:7,10 maintenance (4) 16:18,20;25:1; 70:18 major (2) 26:21;39:16 majority (8) 84:7,20;85:3,25; 86:2,20,24;88:21 making (7) 21:25;29:5,13; 70:10,20;94:4,8 mall (1) 57:20 man (1) 54:15 management (16) 15:4;26:24;27:3,22, 23;28:16;29:12; 55:10,23;57:12,15; 58:4;60:1;68:13;71:9; 72:4 manager (11) 26:19;37:22;51:21; 56:3;60:21,22,23; 61:3;71:12,14;105:2 managers (13) 26:8;27:10,13,24; 29:24;37:23;39:15; 52:12;57:22;60:4,5,7; 113:20 manager's (1) 61:1 manner (3) 17:2;22:18;41:20 many (8) 54:13;58:22;59:7, 21;60:10;103:15; 112:25;114:9 marched (1) 97:19 margin (1) 102:2 mark (2) 95:11;103:6 marked (11) 62:1,10;64:22; 78:25;81:15;89:20; 91:14;92:8;93:7;99:4; 109:12 marketed (1) 34:17 marketing (4) 30:15;34:16;46:22; 47:9 marks (4) 57:1;102:7,8; 107:25 Martin (1) 5:8 Masonite (1) 38:17 Massachusetts (5)</p>	<p>26:8;30:18,21;47:7, 24 massive (1) 30:19 massively (1) 35:7 masters (1) 34:16 Mat (4) 38:14,15,15;40:12 match (1) 77:18 mate (17) 38:6,15;47:20;48:5, 6;54:4,5;57:7,21,22; 58:9,18;60:17;74:2,4, 7;105:2 material (1) 38:17 materials (3) 71:1;72:25;73:3 mates (14) 37:24;39:15;40:3; 57:21;58:9,19;59:25; 60:7,9,10,19;68:14, 18;97:9 Matter (11) 1:4,18;7:13;9:14; 13:1;21:20;24:12; 88:18;109:5,5,6 matters (6) 6:21;8:7;9:9;15:15; 37:11;105:22 maximum (1) 76:18 may (31) 7:13,21,22;9:22; 10:11,24;12:6,23; 15:3,7,25;20:15,15; 23:17;24:20;28:1; 37:19;46:7;79:11; 82:4,13;84:1,14,17; 85:1;87:12;94:3,4; 97:21;112:3,10 maybe (10) 39:22;55:16;58:9; 59:16;61:10;65:8; 72:8;74:1;91:13; 111:7 mean (26) 8:17;9:3;12:15,17, 19;14:8,9;19:24; 55:16;56:7;60:7; 74:11;75:15,17; 80:15,25;82:6;84:10; 86:8;91:4,10;94:21; 95:12;101:16;102:14; 113:18 meaning (1) 114:12 means (5) 7:7;15:3;39:17,20; 64:7</p>	<p>Meanwhile (1) 31:13 measures (1) 83:19 meat (2) 28:7;41:18 mechanism (1) 20:23 media (8) 8:6,22;9:5;31:14; 36:25;37:8,10;89:14 meet (10) 42:11;56:20,21,22, 22,25,25;57:1,2,12 meeting (12) 18:1;26:24;39:8; 40:11;52:7,8;57:4,20; 60:18;108:5,23,24 meetings (12) 16:9;17:11,13,22; 18:1;24:24,25;26:25; 27:3,6;42:12;58:4 meets (1) 36:16 Meg (2) 46:6,8 M-E-G (1) 46:6 member (32) 28:6;36:16,18;38:3, 6;46:21;47:5,6,18,22; 48:16;57:19,23,25,25; 58:8;59:11,13,18; 64:13;66:12;69:12, 19,20;70:7,10;73:25; 74:4,4,5,9;104:24 members (32) 18:1;27:14;34:21; 37:10;39:7;48:3;49:3; 50:22;52:13,15,16; 54:5,7;57:8,9;58:22, 25;59:3;68:2,5,24; 71:8;75:7,9;76:17,18, 20,21;77:1;81:4,9; 87:24 member's (1) 37:4 memo (1) 79:16 memorialization (1) 108:23 Mendelson (1) 105:21 mention (1) 36:19 merchant (5) 37:25;38:1;58:19; 59:11,12 merchants (3) 52:13,16;59:21 meritorious (1) 33:18 messy (1)</p>	<p>73:16 met (1) 61:5 metal (2) 114:18,21 meted (1) 41:16 middle (2) 81:25;112:5 might (15) 44:22;48:20;51:17, 18;54:13;60:5,24; 69:3;70:7,13;101:14, 17;106:13,16,25 might've (1) 42:1 mind (3) 83:13;95:17;100:21 Minneapolis (5) 30:18;32:8;33:6; 34:11;43:7 Minnesota (1) 30:18 minor (2) 28:14;82:21 minute (4) 22:8;35:1;79:3; 91:24 minutes (1) 109:6 mishandling (1) 42:4 misrepresent (1) 32:23 misrepresentation (3) 13:12;25:12;42:16 misrepresented (1) 26:1 misrepresenting (1) 31:4 miss (2) 55:17;56:8 missed (9) 54:18;55:4,20,24; 61:18;73:11;77:23; 100:12;105:4 missing (6) 28:7,10;55:14,21; 56:9,10 mistake (1) 41:22 model (1) 7:3 modified (3) 15:10;16:16;39:23 modify (1) 39:9 moment (5) 14:15;33:7;52:11; 62:19,25 month (2) 55:17;81:4 Monthly (1)</p>	<p>72:2 months (3) 35:18;38:13;40:23 more (26) 17:14;19:15;25:3; 26:6;28:16;34:12; 36:11;39:11;42:10; 52:5;53:5;59:14,15, 16,19;60:16,17; 73:19;75:20;76:19; 77:1,9;81:8;89:25; 95:3;108:18 Morgan (2) 6:7,9 morning (5) 5:3;23:3;87:14; 99:7;116:13 mornings (1) 48:19 most (4) 9:12;26:12;29:5; 64:20 mostly (1) 31:25 motion (8) 6:24;15:17,18,19, 21;19:6,10,15 mounted (1) 28:24 move (13) 6:14;39:10;63:7; 65:12;79:19;91:9,17; 92:25;94:13;100:9, 13;110:10;112:11 moving (7) 16:3;74:18;76:5,11, 14;89:8;107:5 much (7) 16:2;39:11;70:10, 16;88:23;108:17,18 MUHL (166) 1:19;5:3,7,8,19,22, 24;6:6,11,15,17,21, 25;8:13,17,24;9:9,23; 10:2,17,22;11:5,10, 24;12:2,8,12,14,18, 21,24;13:5,7,9,17,19, 22,24;14:19,21;15:12, 14;19:13,16,18,23; 20:16;21:8,14,18; 22:2,8,11,20,23;23:1, 8,10,18,21,25;24:3,5, 8,10,13,16,19;33:24; 34:3;45:10,13,17,21; 46:1;47:1,4;49:18; 62:8;63:10,18;65:16, 22,25;67:15,24;68:7, 10;69:25;71:18; 74:21,24;75:2,14,19, 23;76:1,8;77:21;78:1, 3;79:9,22;80:17;81:1, 22;82:20,23;83:24; 84:1,4,6,10,22;85:5,7,</p>
---	---	---	---	---

10,17,19,22,24;86:5; 8,12;87:8,10;88:18; 91:4,8,19;92:1,3; 93:3;94:23;95:2,5,10, 14,16,19,21,23,25; 96:4;98:22,24; 100:12,17;102:16,22, 24;107:9;109:9; 110:8,25;111:3,6,8, 11,14,17,21,24;112:7; 116:8,12 M-U-H-L (1) 5:7 multiple (2) 108:7,21 Munoz (5) 40:14;97:9,12,23; 98:10 murals (1) 70:18 MURPHY (150) 5:25;6:4,7,7,16;8:8, 16,21;9:8,24;10:1,5, 24;11:21;12:6,10,17, 19,22;13:8,18,25; 14:3,5,8,11,22;15:16, 23,25;16:2;19:19; 20:1,15,17;21:13,15, 19;22:9,15,17,21; 23:7,9;33:24;34:2,4; 45:10;46:5,9,11,24; 47:3,5,8;49:16;52:15; 58:24;59:2,7;61:18, 21;62:3,7,20,23;63:9, 16;65:14,23;66:25; 67:12,22;69:6,9,21; 71:16;72:20;74:19; 75:10,17,20,25;76:3, 10;79:3,5,21;80:14, 25;81:20,23;82:18; 83:16;84:8,12,19,24; 85:15;86:18,22;87:3, 7,9;88:10,17;90:12, 16,22;91:3,9,18,24; 92:4;93:2,9;94:14,17, 21;95:1,3,8,11,15,21, 22,24;96:23;97:1; 98:24,25;100:15,18, 20;102:13,23;105:4, 6;107:2,4,8;109:9,10; 110:5,11;111:19,23; 113:10,15,18 myself (6) 34:5;73:22,22;81:6; 87:20;90:10	named (2) 87:24;88:6 nascent (1) 25:12 NATIONAL (11) 1:2,20;5:4;21:19, 21;26:3;30:16;31:14; 33:16;34:8;105:17 nationally (2) 25:13;32:24 nationwide (13) 25:10,18,22,22; 27:10,13;31:3;32:13; 33:9;34:11;43:8; 44:14,14 natural (1) 42:5 nature (7) 17:7,7;33:13;42:6; 110:16;113:7,17 nautical (3) 24:21;37:20;49:12 near (1) 65:6 nearby (1) 97:14 nearer (1) 26:22 nearly (3) 28:25;30:1;31:11 necessarily (2) 44:9;78:9 necessary (2) 33:17;55:25 need (5) 28:15;55:10;72:19; 97:9,11 needed (3) 31:23;40:20;98:16 negative (6) 26:10;29:14;54:21; 55:2;57:1;107:25 negotiation (1) 25:24 new (8) 10:19,21;11:1,11; 38:14;67:11;92:13; 106:21 newsletter (1) 78:18 newsletters (1) 25:13 next (7) 9:18;12:25;19:25; 51:10;76:17;93:7; 107:5 nice (1) 110:1 nine (1) 50:7 NLRA (3) 45:9;98:13;105:19 NLRB (10)	8:13;16:22,23;18:9, 12,13,23;22:6;104:5; 108:19 nobody (1) 56:24 nomenclature (2) 49:11,12 none (4) 44:23;55:11;67:5; 113:22 non-unionized (3) 25:22;32:18,19 non-witnesses (1) 9:3 noon (1) 88:3 nor (1) 17:19 Noreen (6) 40:14;97:8;98:20; 99:24;100:4;103:4 normal (1) 71:1 Nos (4) 6:19;91:22;93:4; 96:6 notable (2) 74:12,14 note (1) 17:4 Noted (2) 5:2;21:8 notes (3) 9:2;108:25;109:3 Notice (8) 1:19;10:7;15:4; 17:6;30:22;35:9; 113:20,23 notices (2) 31:16;113:22 November (1) 43:10 number (9) 5:5;37:1;56:18; 57:1;64:1;81:12; 89:17;108:8;110:18	113:10 obligated (3) 18:9;21:5;41:7 obligation (4) 18:15,17;42:23; 43:23 observed (1) 38:14 obtain (2) 30:9;81:8 obviously (2) 44:23;110:14 occasions (1) 64:1 occur (1) 8:23 occurrence (1) 55:17 o'clock (2) 51:18,19 October (1) 38:13 off (42) 5:7;10:7;12:9,10, 11;14:17,19,20,22; 22:19,23;24:1,3,4,8, 10,11,13,15;36:2; 45:10,12,16;49:16; 54:23;55:4,9;56:1,6; 65:18;70:13;75:19; 91:6,12,25;92:2; 97:11;103:12;112:6, 6,8;116:5 offending (1) 13:13 offensive (1) 29:20 offer (7) 14:24;43:14;64:8; 83:15;86:10;95:25; 96:2 offered (5) 32:3;75:6;76:20,21; 77:5 offering (2) 32:12;33:9 Office (8) 5:11,12;49:13; 50:10,12;55:8;60:2, 18 official (1) 8:18 officials (1) 26:22 often (8) 55:12;60:15,22,22, 25;61:8;69:2;71:25 old (1) 35:18 Once (6) 7:1;51:15;55:16; 61:10;95:5;99:24 one (50)	7:1;8:18;9:23,24; 11:19;21:15;22:8; 23:15;28:12;29:24; 36:18;38:15;41:9; 49:3,17;52:21;55:2; 57:21,22;58:9,16,17; 59:23;61:5;62:20; 64:3,12;66:11;72:14; 74:19;78:19,20;79:6; 81:10;83:9;85:19,20; 92:11;93:14;94:9; 96:21;97:9,16,19; 102:5,10,16;104:14; 106:13;115:12 one-by-one (1) 26:24 one-on-one (1) 24:25 ones (3) 44:14;48:8,9 one's (3) 54:18;95:10;111:7 ongoing (1) 81:6 online (1) 92:15 only (12) 10:15;27:21;28:5, 22;31:9;34:22;65:14; 70:11;77:3;81:7; 86:19;101:7 onto (2) 53:20,22 open (6) 8:13;27:14;48:11; 51:16,17,19 opened (5) 23:3;59:16;70:16; 96:21;97:4 open-ended (1) 107:10 opening (5) 23:11;24:17;33:25; 43:1;97:7 operational (1) 16:6 opportunity (1) 41:2 opposed (1) 55:2 opposing (1) 7:24 oral (2) 8:3;15:19 Orange (1) 72:15 order (12) 6:24;7:4,6,18; 23:16;25:16,25; 29:10;35:21;49:4; 64:3;89:7 ordered (1) 33:20
N		O		
name (18) 6:1;11:8,14;46:1,3, 6,18;61:16,20,21; 63:15,23;66:5,8,10, 11;100:25;105:4		object (1) 88:17 objection (44) 6:15;9:24;10:3; 13:7,8,9,17,18;15:13; 18:2;58:24;63:9,16; 65:22,23,24;67:12,22; 69:21;75:10;79:21; 80:14,25;82:18; 83:16;85:13,13,17; 88:10;90:22;91:10, 18;93:2;94:14;95:21, 23,24;102:13,17,22; 107:2,9;110:11;		

organization (1) 21:21	pack (1) 56:10	36:15;64:6;107:24	54:2;90:13	4,5,18,25;69:3;
organizing (6) 24:23;26:1,4;31:10; 81:13;108:11	package (4) 25:17;28:7;54:16, 16	parties (3) 14:16;17:15;43:11	personal (2) 28:8;67:13	105:24;108:4,14,19; 113:6,21;114:15,16; 115:1,6,11;116:1
original (19) 82:9;83:16,18,19; 85:14;101:1,3,4,11; 102:11,12,14,20; 110:12,14;111:1,18; 112:8,11	packaging (1) 54:16	parts (4) 10:25,25;58:5; 110:21	personally (1) 80:24	Pittsburgh (1) 18:23
originally (1) 13:14	Page (6) 62:18,20;100:3; 103:6;109:18,24	part-time (1) 81:7	personnel (2) 15:9;30:24	place (6) 7:11;8:12;40:25; 73:17,17;111:25
ostensibly (1) 29:25	paid (3) 30:6;77:11;103:13	Party (9) 1:15;5:22,23;7:1, 15,21;20:24;21:1; 82:15	persons (1) 7:7	placed (2) 27:18;116:10
otherwise (3) 17:5,9;35:3	painted (1) 70:17	party's (2) 7:9,24	person's (1) 56:4	places (1) 114:17
ought (3) 21:7;44:21,24	pallet (1) 48:12	past (8) 50:12,12;55:24; 66:14;75:14,25;76:1, 3	perspective (1) 35:17	plan (1) 43:3
out (37) 14:4,16;21:7;27:12; 29:24;36:3,6;40:17, 22;41:16;42:10,11; 49:2;50:22,24;51:6; 53:16;55:3;64:8; 65:17;68:5,19;69:4,7, 25;72:19,23,24; 77:11;78:19;89:13, 15;92:20;99:21; 103:3;104:24;112:3	pallets (1) 51:18	Pause (11) 13:21;14:14;15:24; 22:12;79:4;85:18; 86:13;89:18;98:23; 109:8;116:11	pertinent (1) 51:22	played (1) 10:11
outs (2) 70:13;110:21	pandemic (2) 50:21;65:20	pay (1) 26:14	Pete (1) 95:18	pleasant (3) 53:22,25;54:2
outside (3) 7:10;104:23,25	pants (1) 61:14	people (11) 8:10;41:21;53:5,6, 7;64:14;66:18;87:24; 88:5;90:8;97:19	petition (1) 27:10	please (3) 23:13;46:2;59:7
outspoken (1) 26:12	paper (2) 9:2;55:5	per (1) 56:18	PETRIN (3) 1:11;87:21;104:24	pled (1) 36:24
oval (1) 66:10	papers (2) 6:3,11	percent (16) 32:4;75:9;76:17,19, 21,22,23,23,24;77:2, 3,6,6,19;78:10;84:25	Petrin's (1) 109:25	Plenty (1) 93:9
over (11) 18:21;40:11;42:24; 57:20;75:7;76:17; 82:9;88:15,20;101:8; 111:24	par (1) 56:3	percentage (1) 31:25	phase (1) 36:7	pm (21) 12:11,11;14:20,20; 24:4,4,15,15;45:12, 12,16,16;49:19,19; 91:7,7;92:2,2;116:7,7, 14
overall (4) 39:2,2;56:22;57:3	parade (6) 67:7,8,14,19,20; 68:3	percentages (2) 77:15,16	Philadelphia (1) 6:8	point (17) 21:10;23:17,19; 29:17;40:19;54:10, 11;58:5;71:18,21,22, 23;81:7;89:6,8;101:5; 106:22
overbroad (2) 26:9,18	paragraph (21) 9:14,17,19,25;10:4; 12:25;13:2,11,12; 14:18,25;15:2;16:6,6, 7,10;18:5;30:7;35:11; 43:4;84:22	Perfect (1) 89:25	Phillips (3) 6:9,9;34:5	points (1) 106:2
overly (2) 25:1;31:13	paragraphs (2) 9:16;16:8	perfectly (1) 20:17	phone (3) 101:8,15,18	police (2) 35:14;36:12
overreaction (1) 24:22	parameters (1) 42:21	perform (1) 57:8	photo (8) 65:1,5;92:14,19,20, 23;101:18;106:16	policies (4) 25:1,2;61:24,24
override (1) 102:17	Pardon (2) 14:2;43:25	performance (2) 56:13,23	photocopy (4) 93:14;94:18,22; 102:11	policy (23) 18:11;26:9,17,20; 31:14;36:9,17;37:1,2, 3,8,13;61:25;66:5; 97:10;98:16;105:9, 13,15,19;107:21; 108:1;112:15
Overruled (2) 81:1;102:22	part (16) 16:15;17:4;31:24; 34:24;40:15;44:9; 52:22;53:13;54:2,3; 61:4;66:5,8;68:6; 90:12;91:4	performed (1) 57:9	photograph (9) 93:21;99:11,12; 101:9,15,16,17; 102:18,19	politely (1) 23:13
own (11) 7:23;14:12;23:5; 31:15;33:10;36:6; 49:21;53:3;64:16; 110:17;114:17	participate (3) 27:2;40:5;114:11	perhaps (2) 29:20;87:22	picture (5) 65:15,16;90:7,9; 99:10	portion (1) 72:17
P	participating (1) 29:18	period (11) 9:21;27:8;28:4; 36:11;40:11;43:10; 44:12;57:6;70:1; 71:18;113:1	piece (2) 55:5;108:25	position (11) 9:21;11:15;15:8; 20:18;21:8;22:2;38:2; 47:17,19;58:10;59:18
	participation (2) 67:6,21	permitted (4) 8:10,11;17:12; 104:16	pins (27) 29:19;35:1,4,9,11, 13,14,23;66:15;68:2,	positions (1) 42:21
	particular (12) 13:2;15:5;16:5; 36:10;40:2;49:11; 54:12;60:8;62:14; 67:23;68:21;94:8	person (5) 7:8;8:14;40:13;		positive (1) 55:1
	particularly (3)			possible (2)

7:19;53:25 Post (3) 18:23;113:20,23 posted (1) 30:22 post-election (2) 30:13;31:19 posters (1) 37:11 posting (6) 33:17;37:11,12; 44:21;106:7,11 postings (3) 25:14;31:3;44:15 potato (1) 31:20 potential (1) 8:4 power (6) 30:1;38:10,20,22; 41:8,10 practice (6) 11:25;18:11;75:14, 25:76:1,4 pre- (1) 28:3 precedent (2) 20:18;42:19 Predictably (1) 30:24 pre-discipline (2) 16:11;18:7 pre-lection (1) 27:8 preliminary (4) 6:21;8:7;9:9;15:15 premises (1) 41:10 prepare (2) 7:24;50:22 prepared (1) 15:1 preparing (1) 8:19 present (7) 7:13;9:22;11:20; 15:18;21:1;35:15; 41:13 presentation (3) 7:9;20:9,12 presented (6) 19:15;20:3;28:5; 43:14;83:4;86:23 presents (1) 20:24 preserve (1) 22:1 president (5) 9:21;27:11,20;61:2, 9 presidents (1) 61:5 presiding (1)	5:6 press (2) 41:13;89:14 Pre-tax (1) 77:21 pretextual (1) 25:4 pretrial (1) 21:24 pretty (2) 70:10,16 prevent (1) 37:3 prevention (1) 54:10 previous (1) 77:14 previously (4) 11:9;13:1;41:3; 42:3 price (5) 29:11;30:6;39:12; 56:6;70:19 pricing (1) 70:20 primary (1) 52:20 print (2) 92:19,20 printed (3) 49:2;78:19;103:6 printout (1) 92:18 prints (1) 92:19 prior (10) 9:12;10:5;18:10; 24:13;26:7;28:13; 40:23;50:21;51:16; 57:12 private (2) 57:21;60:3 privately (1) 58:3 privileged (1) 35:2 privy (1) 58:5 probably (9) 5:25;12:19;14:11; 17:14;65:17;66:24; 95:2;101:16;112:4 problem (5) 14:10;79:9;111:8; 112:2,4 procedurally (1) 20:22 procedure (1) 20:23 procedures (1) 28:12 proceed (5) 21:25;23:10;24:5,	16;34:3 proceeding (2) 7:7;20:19 proceedings (4) 7:11;8:12,23;9:3 process (1) 36:7 processing (1) 54:15 produce (2) 41:11;50:6 produced (1) 11:13 product (15) 28:10;39:12,17,25; 50:10;52:1,1;54:16; 55:4,20;56:5;60:16; 70:14,17;78:22 products (2) 28:15;52:23 program (1) 36:10 prohibited (1) 34:25 prohibiting (1) 26:18 prohibits (1) 7:18 projects (1) 72:2 promotion (1) 67:18 prompted (1) 112:23 promulgated (1) 31:2 Pronoun (6) 66:15,16,17,20,22; 67:4 pronounce (2) 46:6,6 pronounced (2) 5:8,9 pronouns (1) 66:18 proof (1) 86:11 properly (1) 66:18 property (1) 38:21 prophylactically (2) 26:3;31:11 proposed (1) 9:25 propounded (1) 16:16 protect (1) 27:5 protected (2) 98:13;105:17 protecting (1) 20:9	protects (1) 21:1 proves (1) 44:16 provide (9) 18:18,22;25:6; 41:12;42:23;53:12, 16;71:3;106:13 provided (12) 6:12;10:10;32:18; 41:4;68:7;71:5;83:6; 84:2,4;85:20,25; 91:13 providing (2) 43:6,8 prudent (1) 108:12 public (2) 8:14;49:25 publications (2) 30:16;33:8 pulled (1) 70:13 punch (1) 48:20 punched (2) 96:17,20 punch-in (1) 96:23 punitive (1) 17:1 purchased (1) 30:2 purpose (1) 85:7 purposes (4) 11:18;20:9;30:10; 84:18 purse (1) 53:4 Pursuant (4) 1:19;11:13;14:22; 20:24 pursue (1) 80:12 push (2) 29:5,13 pushed (1) 31:9 put (18) 10:16;11:19;17:6; 35:5;40:25;86:5;90:1, 23,25;91:3,4;94:19, 24;95:6;96:15; 115:14,15;116:1	84:21 quickly (1) 110:4 quiet (1) 57:20 quilt (1) 101:17 quite (1) 84:12 quo (5) 25:17,21;32:11; 43:6,22
R				
			raise (4) 26:11;29:15;45:21; 57:6 range (1) 55:12 rank (2) 58:25;59:3 ranking (1) 26:22 ranks (1) 30:16 rate (1) 43:7 rather (1) 61:24 reach (1) 114:24 reached (3) 25:19;43:2,5 reaching (2) 32:10;44:4 reaction (2) 98:11,17 read (11) 7:3;13:3,15;14:12; 78:21;79:3;81:20; 84:8;91:24;110:4,23 reading (2) 7:5;84:23 ready (4) 24:5,16;63:2,3 realized (1) 41:20 really (10) 8:9;34:7;53:16,16; 56:24;74:17;75:23; 88:23;93:19;111:20 reason (5) 25:4;28:19;56:2; 74:25;110:13 reasonable (2) 31:14;37:14 reasons (5) 18:25;31:22;37:18; 45:4;80:23 rebut (1) 7:24 recall (20)	
			Q	
			quality (1) 53:17 quarterly (1) 60:24 quick (1)	

69:5,8;71:14;72:6; 73:2,8;74:11;80:7; 83:8,10;98:9;103:21, 24;104:8;106:5; 109:7;113:7;115:8, 15,18 recalls (1) 76:6 receipt (1) 41:19 receive (8) 25:17;30:23;32:1; 37:17;42:17;51:7; 55:10;67:3 received (25) 6:18,20;15:14;28:6, 13;29:8;31:5;53:10; 54:11;58:7;63:10,11; 65:25;66:2;79:22,24; 84:11;91:19,23;93:3, 5;96:5,7;102:24,25 receiving (5) 29:1;33:1,4;58:13; 78:7 recent (1) 75:20 recently (3) 9:13;74:11;76:20 Recessed (4) 49:19;91:7;116:7, 14 recidivist (1) 44:11 recognize (10) 62:11;64:25;78:25; 79:12;81:16;89:21; 93:8,13;99:4;109:13 recognized (1) 36:13 reconvene (11) 12:11;14:20;24:4, 15;45:12,16;49:19; 91:7;92:2;116:7,15 record (49) 5:7,14;6:14;8:11, 18;10:7;11:19;12:9, 11;14:17,19,20,22; 20:10;21:1,11;22:19, 19,22;24:1,4,8,9,13, 15;26:19;28:21; 45:11,12,16;46:2,5, 18;49:16;72:9;87:2; 91:1,6,12,25;92:2,7, 16;95:6;96:2,10; 110:4;111:1;116:6 recording (1) 8:15 recordings (1) 8:20 recycled (1) 101:14 red (5) 54:15,16,16,17;	66:10 refer (1) 18:12 reference (1) 84:25 referenced (3) 50:25;90:20;99:2 references (1) 40:9 referencing (2) 10:6;92:17 referred (5) 37:21,22,23;78:15; 115:16 referring (2) 78:14;106:11 reflect (1) 68:3 refrain (1) 108:19 refrigerator (2) 51:5;89:5 refused (7) 25:5,6;30:11;44:7; 98:20;99:24;100:4 refusing (1) 41:10 regard (2) 23:16;24:7 regarding (4) 7:16;37:5;67:13; 108:4 regards (1) 108:1 Region (1) 1:20 regional (5) 60:21,22,23;61:1,3 register (14) 28:9;29:10;39:25; 52:3,23;53:11,13,15, 20,22;55:6;60:5; 74:17,25 registers (8) 39:21;49:9;50:7,12; 51:21;65:6;97:8,24 regular (3) 55:17;69:20;73:25 regularly (2) 55:16;74:10 reinstatement (1) 33:19 reiterated (1) 98:15 rejected (4) 43:18;86:4,5,6 relate (3) 11:23;16:9;92:11 related (10) 16:6;17:3;18:18,22; 21:6;35:6;54:9; 105:22,24;108:22 relates (5)	16:7,10;30:7;67:18; 92:10 relating (9) 10:10,14;14:17; 16:24;17:25;18:5; 25:6;88:14;112:16 relation (1) 90:20 RELATIONS (6) 1:2,20;5:4;21:19, 22;105:17 relationship (1) 27:22 Relevance (1) 80:14 relevant (4) 21:6;44:12;75:12, 21 relief (1) 44:22 remain (2) 7:10;36:2 remand (1) 20:10 remedial (2) 35:19;44:21 remedied (1) 35:19 remedies (8) 33:16,19;44:10,12, 15,18,20,25 remember (10) 66:22;68:18,22; 79:17;83:5;93:24; 96:12;103:18;107:10; 115:4 remembered (1) 63:5 remind (2) 27:15;85:19 removable (1) 72:22 remove (5) 28:24;38:22;41:8, 10;98:16 removing (1) 29:25 renewing (1) 43:19 rep (1) 111:14 repeat (3) 47:3,4;107:17 repeated (2) 29:1;40:6 repeatedly (3) 40:4;44:6;48:11 replenishing (1) 39:18 report (1) 16:15 reporter (2) 8:19;91:14	reports (1) 15:9 represent (2) 34:5;80:5 representation (6) 27:25;28:20;31:22; 80:13,24;84:20 representative (2) 5:19;31:5 representatives (1) 31:18 represented (5) 32:17,25;34:6,12; 80:1 representing (2) 86:20;87:1 represents (1) 34:17 reps (1) 27:18 request (2) 7:1;31:7 requested (3) 18:18;30:8,9 requests (1) 33:13 require (1) 20:8 required (5) 7:10;39:13,24;40:5; 44:8 requirements (2) 61:12,14 requires (1) 33:18 reserve (1) 22:4 reserving (1) 35:4 respect (32) 8:8;10:11;11:2; 14:25;16:4,13;17:10, 12,17;18:4,17;19:3,6; 20:18;21:2;35:5,9,10; 36:25;37:12,16;42:9, 12,16,23;43:22,24; 44:3,4,4,10;45:6 respond (4) 12:20;20:15;22:5; 98:14 Respondent (25) 1:6;6:6,13;11:13; 13:4;15:1,15;16:3; 17:6;25:5,15,20,23; 29:3,20;30:11,21; 32:8,12,15;34:1;43:5, 8;86:15;91:12 Respondent's (5) 11:17;15:9;23:2; 26:17;33:21 response (5) 19:13,24;21:9;22:5; 31:6	responsibilities (2) 59:13;60:17 responsibility (2) 7:25;40:13 responsive (2) 11:14,22 rest (2) 34:8;51:23 restrain (1) 37:3 restrained (1) 37:13 restrooms (1) 50:14 result (4) 16:16;20:19;26:11; 39:13 resulting (3) 25:3;26:13;31:25 Resumed (1) 103:1 retail (1) 38:5 retain (1) 110:14 retaliation (1) 13:2 retirement (15) 25:17,24;31:21; 32:2,7,9,12,25;75:6,9, 11;77:11;78:7;79:14; 81:3 return (1) 112:10 returned (4) 73:25;74:2,5,8 returning (2) 57:24;58:10 reusable (3) 53:3,19,21 revamp (1) 40:16 review (10) 6:13;11:12;36:16, 23;56:23;62:19,25; 84:21;107:25;108:1 reviewed (1) 36:18 reviews (2) 29:1;36:18 rhymes (2) 46:8,9 Rick (1) 5:17 rid (1) 38:11 ride (1) 116:8 right (64) 6:25;10:2;12:13; 17:2;21:12,13;22:4, 20;23:1,8,10,17,18; 24:14;34:15;35:3;
---	--	---	---	---

37:4;45:14,21;48:22; 49:5;50:7,12,13,17; 51:4,8,15;62:1,5;65:6, 11;69:18;74:3;76:8; 79:11;80:17;81:15; 84:2,23,24;85:12; 86:22;88:22;90:10, 13;92:22;94:3;96:17, 17;98:12;99:2; 102:16;103:10,11,23; 105:16,18;106:10; 109:4;110:25;111:23; 113:23;116:5	S	script (1) 7:4	19:7;97:4;109:9	71:8,24;74:1,4,9;98:1, 19,20;99:24;100:4
right-hand (2) 99:24;100:3		S&S (1) 16:23	sea (1) 25:23	several (6) 9:10;37:16,17; 41:11;52:25;70:24
rights (1) 37:14	safe (1) 40:25	search (1) 40:4	sew (1) 25:11	signals (1) 72:20
ring (2) 41:17;54:14	safekeeping (1) 41:1	season (2) 64:10,18	share (1) 27:16	signature (5) 99:17,18;103:4,5; 109:25
ripped (2) 33:7;61:15	safer (1) 113:1	second (20) 9:17;12:7;14:25; 16:5;24:2;36:7,13; 42:6;48:22;49:17; 62:20;74:19;79:7; 91:6,25;101:25; 106:10;109:18,23; 116:6	shared (1) 57:15	signed (2) 83:9,12
rogueness (1) 20:4	safety (1) 81:6	Section (4) 18:16;37:12;51:18; 57:2	Sharpie (1) 48:3	significant (1) 110:15
role (4) 10:10;29:4,14; 59:12	sail (1) 30:12	seeing (2) 74:11;79:17	sheet (1) 99:17	sign-making (1) 29:7
rolling (1) 51:6	sale (2) 54:10,12	seek (1) 10:9	shelf (1) 70:19	signs (7) 29:5;38:18;39:11; 70:10,13,16,17
room (20) 7:2;8:17;23:12; 40:22;50:14,19,23,25; 51:2,3,8;73:3,10,11; 78:20;88:4;89:4; 106:7;114:21,25	sales (5) 50:5,24;60:4,15; 64:17	seeking (1) 19:20	shelves (2) 39:18,18	signs (7) 29:5;38:18;39:11; 70:10,13,16,17
Rose (2) 67:8,19	Salvation (1) 64:13	seeks (1) 44:13	shelving (2) 50:10;71:10	Silva (8) 27:19;38:8,9;87:18; 89:1;104:21;110:19; 112:14
roughly (5) 38:4;47:20,21; 60:12;72:2	Samantha (2) 105:2,5	seem (1) 30:3	shift (5) 49:5;51:14;103:17; 104:22;109:7	Silve (1) 112:19
routinely (1) 28:14	same (24) 7:16;20:6;25:17; 34:13;38:24;42:6,14; 43:7;48:8,9;53:24; 59:13;73:19,24; 74:24;77:5;82:8; 83:23;94:22;102:13, 18;104:12;109:20; 110:11	seemingly (1) 26:23	shifting (2) 61:11;75:4	similar (3) 28:15;60:19;86:16
rows (1) 50:10	samples (2) 50:22,24	seems (1) 30:5	shifts (2) 49:4;103:19	Similarly (1) 60:15
rule (4) 8:1;19:3,3;23:12	Sarah (4) 87:20;90:10,14,16	selected (1) 27:17	shirt (8) 61:16,18;63:14,15, 17,18,19,23	simpler (1) 39:12
ruled (1) 21:7	save (1) 91:1	send (1) 26:9	shirts (1) 63:17	single (3) 35:15;56:19;64:14
rules (2) 20:23;23:2	saw (7) 31:24;40:23,25; 41:4,8,10;71:14	sending (1) 25:2	shop (4) 53:2,3,7;70:21	sitting (1) 55:19
ruling (2) 21:10;23:4	scale (1) 94:24	sent (6) 26:12,12;36:4,5; 64:12;78:19	shopping (2) 52:24;53:1	situation (5) 32:23;33:10;43:24; 55:6;70:12
run (2) 50:11;54:22	scan (2) 55:21,24	sentence (2) 84:23;85:24	shops (1) 53:10	situational (1) 56:8
rundown (1) 48:17	scanning (1) 55:20	separate (1) 17:23	short (3) 36:10;41:6;113:1	six (1) 40:23
running (1) 52:3	saying (4) 9:4;36:8;41:25; 108:19	September (2) 13:15;31:1	short-staffed (1) 70:12	six-month (1) 28:24
runs (1) 52:3	scenario (3) 55:3,13,14	sequestration (9) 6:24;7:4,6,18;8:1,9; 23:12,15;24:7	shot (2) 28:4;45:3	six-sided (1) 101:23
Russell (1) 38:16	scene (1) 97:4	serious (1) 80:21	show (10) 26:19;30:17;34:7; 42:3;62:10;64:22; 78:24,24;92:16;93:7	size (2) 72:7;94:22
	schedule (1) 49:1	serve (2) 46:22;47:10	showing (4) 26:15;62:1;81:15; 99:3	skepticism (1) 29:13
	scheduled (4) 39:15;103:15,17,19	served (1) 29:19	shown (1) 109:12	skillful (1) 39:1
	scribble (1) 102:3	service (5) 53:17;59:14,20; 77:2,3	shows (1) 43:13	sliding (1) 50:4
	scribbled (1) 102:4	servicing (1) 34:14	sick (1) 94:4	slow (1) 78:21
		set (3)	side (2) 49:3;99:24	small (7) 26:15,21;30:1; 50:13,16;56:9;72:8
			sign (25) 28:25;29:4,13,24; 47:22;69:12,18,21,23; 70:6,8,9,10,18,22;	smaller (4) 48:13;54:19;70:19; 72:3
				snow (1) 111:21

so- (1) 31:3	26:6;73:8;103:18	29:21	108:4,13;112:16,18, 24;113:6,20,21,23; 114:4,11,15,16,19; 115:3,9,22;116:3	58:15,16;61:8,10, 12;66:24;67:1
so-called (4) 16:9;17:10;34:19; 38:3	speech (1) 31:15	status (10) 11:17,18;12:15,15; 25:17,21;32:11;43:6, 22;84:20	stored (7) 73:2,4,7,9,12,15; 115:2	Super (1) 64:11
social (8) 8:5,22;9:5;31:14; 36:25;37:8,10;89:14	spell (2) 46:1,18	statutory (2) 37:24;38:2	stores (23) 9:21;25:8,10,17,21, 22,22;26:4;27:10,11, 13;31:3,9,11,18;32:9, 17,18,19,20;33:6; 34:10,21	superior (3) 32:19;33:4,6
solved (1) 111:8	spelling (1) 5:25	step (2) 27:20;33:16	stores' (1) 27:24	supersede (1) 105:19
Somebody (2) 86:22;97:5	spend (1) 39:14	Steve (14) 28:23,24;29:5,8,17, 25;30:6;33:20;114:1, 11;115:1,7,21;116:2	store's (1) 38:20	supervisor (6) 10:9;30:3;40:13,21; 96:19;110:19
somebody's (1) 55:18	spent (1) 28:25	Steve's (3) 29:12,16;30:7	storm (1) 111:13	supervisors (4) 9:19;37:24;40:11, 20
somehow (2) 11:23;37:13	spoke (2) 41:1;66:4	still (2) 101:18;115:21	story (2) 28:17;41:3	supervisor's (1) 10:3
someone (4) 30:5;53:18;97:3; 108:16	sports (1) 67:7	stip (2) 13:25;14:3	strategy (1) 25:9	supervisory (4) 11:17,18;12:15; 58:20
someplace (1) 57:20	spouse (1) 87:20	stipulate (4) 15:1;83:21;85:1; 86:15	street (1) 64:13	supplies (2) 114:19,23
sometime (1) 115:17	spring (6) 61:11;112:22; 113:2;115:10,12,17	stipulates (1) 15:12	strongly (1) 103:11	support (12) 19:8;20:24;26:15; 33:2;44:18;85:3,25; 86:2;88:21;89:7; 114:12;115:11
sometimes (3) 32:4,5;114:17	square (1) 72:18	stipulating (1) 86:19	structure (2) 21:21;78:10	supported (5) 84:7;86:20,25; 114:5,15
Somewhat (1) 74:10	stack (1) 48:12	stipulation (10) 14:1,7,16,24,24; 15:14;16:8,14;84:1; 86:15	structured (1) 22:18	supporter (3) 28:17;29:18;97:17
soon (2) 23:5;40:2	stage (2) 35:24;76:6	stopping (1) 39:18	stuck (1) 112:5	supporters (1) 26:13
sorry (20) 40:23;52:15;56:4; 65:10;66:25;69:6; 77:23;82:19;85:13; 89:9;90:12;93:11; 95:22;100:11,12; 105:4,7;107:17; 113:12,15	stand (1) 28:3	stop (4) 48:22;77:8;106:10; 111:22	students (1) 53:5	supporting (2) 104:16,18
sort (3) 8:22;39:3;53:9	standard (3) 19:6,10,11	stopped (4) 35:13,13;73:25; 112:21	stuff (1) 64:19	supposed (3) 53:10;111:19,22
sought (3) 28:19;44:19;80:24	standards (2) 19:2,2	storage (1) 29:19	stuffed (1) 28:7	sure (25) 7:25;8:2;9:11;12:8; 20:16,25;22:11;47:2; 49:18;53:23;61:3; 70:20;74:23;81:22; 90:25;91:1;92:1; 94:16;95:15;100:18; 101:3;106:13,16,17; 111:12
source (1) 67:24	standing (1) 65:6	Store (119) 15:4;24:21;25:14; 26:8,23;27:9;28:14, 24;29:2,6,12;30:1,2,3, 25;33:14;34:6,8,15; 37:11,19,22,22,23; 38:5,8,9,14,17;39:7,7, 10,16,20;40:12; 41:18;43:7;47:19,21, 24;49:9,14,22;50:8, 11,17;53:16;57:7; 58:23;59:12,15,22; 60:11,23;61:6,9,13; 64:4;65:9,10;66:20; 67:18;69:16;70:11, 21;71:7,11,13;72:24; 78:19;80:6,21;81:4,6, 9;83:4,6,17;84:17; 85:2,3;86:25;87:13, 21,24;88:3;89:9; 90:11;96:10,13,21; 97:4,7,8;98:4;99:7; 105:1;106:3,7,8,14;	submit (1) 15:7	supported (3) 53:10;111:19,22
space (6) 29:25;40:18;48:13; 51:10;60:3,3	start (3) 15:21;69:25;112:21	stop (4) 48:22;77:8;106:10; 111:22	submitted (1) 85:16	supporting (2) 104:16,18
speak (7) 12:6;88:4,13; 104:22,23,23;105:14	started (4) 35:23;48:2;75:8; 112:24	stopped (4) 35:13,13;73:25; 112:21	subpoena (1) 11:13	supposed (3) 53:10;111:19,22
speaker (2) 88:8,11	starting (2) 5:14;30:25	stop (4) 48:22;77:8;106:10; 111:22	Subregion (1) 1:21	sure (25) 7:25;8:2;9:11;12:8; 20:16,25;22:11;47:2; 49:18;53:23;61:3; 70:20;74:23;81:22; 90:25;91:1;92:1; 94:16;95:15;100:18; 101:3;106:13,16,17; 111:12
special (2) 34:7;35:2	starts (1) 81:21	stop (4) 48:22;77:8;106:10; 111:22	substantially (1) 86:16	surface (1) 11:11
specialty (2) 24:21;34:6	state (4) 5:13;46:1,18; 102:20	stop (4) 48:22;77:8;106:10; 111:22	substantive (1) 82:22	sus (1) 27:12
specific (3) 30:22;71:14;115:8	stated (3) 13:14;25:25;84:6	stop (4) 48:22;77:8;106:10; 111:22	successful (1) 25:8	suspect (1) 11:12
specifically (13) 16:21;17:11;29:12; 40:9;43:18;64:8; 73:14;87:16;107:18; 115:4,5,13,18	statement (24) 15:7,8;16:7,13,19; 24:17;33:25;36:13; 41:2,3;97:25;98:19; 99:3,6,9,10,13,20; 101:9;103:3,7;108:3; 109:16;110:17	stop (4) 48:22;77:8;106:10; 111:22	sufficient (1) 85:5	sustained (1) 107:9
specifics (3)	statements (6) 16:20;17:24;23:11; 41:11,13;110:18	stop (4) 48:22;77:8;106:10; 111:22	suggest (3) 17:13;44:2;69:22	sweaters (1) 64:19
	stating (1) 30:22	stop (4) 48:22;77:8;106:10; 111:22	summarizing (1) 82:1	swing (1) 52:6
	station (1)	stop (4) 48:22;77:8;106:10; 111:22	summary (6) 15:18,22;16:4;19:6, 10;79:14	swinging (1) 51:4
		stop (4) 48:22;77:8;106:10; 111:22	summer (7)	switch (1)

72:24 sworn (1) 45:24	termination (3) 37:18;108:10,16 terms (10) 32:5,13,19;36:1; 37:5;39:17;43:16; 44:8;52:6;58:4 TERREL (1) 96:1 Terrell (134) 5:15,15,21;6:2,12, 23;9:10;10:21;11:7, 11;12:1,5,9,13,23,25; 13:6,11,23;14:1,7,9, 13,15;15:13;19:14,17, 22;22:4;24:1,18,20; 33:24;34:6,10,15; 35:7;36:4;37:21;43:1; 45:15,19;46:13,16; 47:12;49:20;52:18; 59:1,3,6,9;61:22;62:5, 9,24;63:7,12,19,21; 65:12;66:3;67:2,17; 68:11;69:11;70:3; 71:19;73:1;75:3;76:5, 13;77:23;78:5;79:6, 10,19,25;80:15,22; 81:14,24;82:25; 83:13,25;84:14;85:6, 9,12;86:3,7,10,14,19; 87:1,4,11;88:12,25; 89:19;90:15,18,25; 91:6,11;92:5,6,16,21, 25;93:6,12,20;94:12, 16,20;95:17,20;96:8; 97:2;99:1;100:9,13; 103:2;106:4;107:5, 12;109:11;110:9; 111:16;112:9;113:11, 19;116:5,10 testified (16) 45:25;52:22;63:16; 69:13;74:2;78:6; 85:11;87:6;102:17, 19;106:25;110:2,9; 112:15;114:14,22 testify (9) 7:17;8:3;23:22; 28:10;38:9;75:17; 77:25;81:21;83:22 testifying (2) 67:12;107:11 testimony (20) 7:10,15,20,22,23, 24;8:6,19;9:5;23:20; 42:17;43:9;75:10; 86:23;87:15;90:24; 99:2;106:11;107:7; 112:12 Thanks (2) 79:3;105:6 Thanksgiving (2) 64:4,6 theme (3)	24:21;37:21;41:12 then-captain (1) 38:7 theoretically (1) 36:14 there'd (1) 56:2 therein (1) 17:24 there'll (1) 39:5 thinking (1) 81:5 third (1) 101:25 thirsty (1) 79:7 though (10) 11:12,20;14:7;31:6; 32:10;33:18;74:24; 77:7;82:23;112:3 thought (1) 11:15 threat (2) 28:2;36:14 threatened (1) 27:1 threatening (6) 17:1;24:24;25:2; 26:9,10;27:21 threats (1) 25:25 three (3) 35:24;93:9;104:25 threw (1) 101:13 thrive (2) 33:19;44:15 throughout (7) 26:4;38:6;48:11,14; 70:21;109:21;111:15 thumbnail (5) 89:25;90:8;91:16, 20,20 tied (1) 78:3 timeframe (1) 58:13 times (6) 7:14;26:11;54:13; 55:20;60:25;92:13 timestamp (1) 65:18 TJ's (1) 78:15 T-Mobile (1) 16:22 today (3) 10:7;69:23;84:15 toe (1) 64:5 together (3) 60:4,6;90:1	told (8) 28:17,18;38:21,22; 86:2;88:21;98:12; 105:16 Tom (1) 6:17 tomorrow (3) 111:11,20;116:12 tonight (1) 111:13 took (11) 10:15;11:1;27:20; 40:17,25;99:11; 101:9,16;102:19,19; 108:25 tool (6) 30:1;38:10,20,22, 23;114:19 tools (11) 48:1,5;70:22,24; 71:3,4,5,7,11;72:3; 73:18 top (3) 26:1;27:12;65:18 topic (1) 31:21 torn (1) 61:15 total (2) 54:14;76:23 touched (1) 102:10 towards (2) 78:8;104:22 Tracy (1) 27:20 TRADER (78) 1:5,14;5:5;15:3; 24:20;25:8,12;26:8, 19;27:2,12,15;28:4, 11,17,18,23,25;29:17; 30:12,14,18,31;1,13, 19,23;32:17,22;33:3, 10,14;34:5,12,13,23, 25;35:12,17;39:4; 41:21;44:5,10;46:21, 23;47:6,10,13,17,23; 48:2,16;49:11;52:24; 53:11;56:12,16; 61:16,18,23;62:12; 63:14,15,17,18,19,23; 65:8;67:6,11;71:3; 75:5,6,8;78:13;79:13; 80:4;104:4;105:20 traditional (5) 37:21;38:4;39:3; 44:20,24 train (1) 54:5 trained (2) 53:12;54:7 training (5) 53:9;54:2,3,9,11	transactions (1) 42:5 transcript (1) 8:19 transfer (2) 106:19;112:3 transfers (1) 106:22 transpired (2) 26:2;77:9 treatment (1) 81:11 trial (1) 19:24 Tri-Cast (2) 27:8;28:2 tried (1) 44:6 trouble (1) 108:17 trucks (1) 51:7 true (10) 42:20;63:4;65:2; 79:16;93:21;99:12; 102:6;106:6,8,19 truly (1) 32:11 Trump (1) 18:12 truth (1) 88:18 try (1) 53:16 trying (2) 35:13;91:1 Tuesday (1) 1:21 turkey (10) 28:22;41:18,23; 64:5,5,7,9;65:1,3,19 turkeys (1) 64:8 turn (2) 30:12;50:15 tweaked (1) 32:2 tweeting (2) 8:22;9:7 twice (2) 56:18;58:13 two (22) 10:25,25;25:2,3,8; 26:12,12;31:18; 34:11;36:4;37:24; 39:16;44:20,22; 50:14;52:20;56:19, 19;57:21,22;58:9; 66:10 two-page (1) 109:18 type (5) 28:13;42:4;61:2;
------------------------------------	---	---	---	--

<p>75:5;93:25 typical (2) 48:19;53:5 typically (8) 26:11;48:19;51:20; 52:10;59:24;60:14, 24;77:11 typo (3) 9:15;13:2;82:22</p>	<p>94:2,10;97:10,11,16, 20;98:5,12;103:10, 25;104:2,10,17,18; 105:11,23,24;108:13; 113:2;114:5,10,12,15; 115:11;116:1 unionize (3) 106:8,9,20 Unionized (6) 25:16,21;32:9,20, 24;75:15</p>	<p>uses (1) 38:17 using (9) 38:8,10,16,20; 48:13;67:22;72:4,6; 89:14 Usually (1) 78:19 utilizing (1) 8:25</p>	<p>35:7 visited (1) 114:9 visiting (1) 26:23 vocal (1) 29:5 voice (1) 46:25 voir (2) 100:15,19 volution (1) 36:6 voted (1) 34:12</p>	<p>112:16,18 wearer's (1) 66:17 wearing (27) 34:25;35:14,14,25; 36:8,21;65:19;67:3; 68:24;96:12,20;98:4, 4,7;105:8,10,11,24; 107:20;108:4,9,19; 112:21,21;113:13,24; 115:10 weather (1) 111:19 weaved (1) 28:2 website (3) 25:14;31:3;90:1 Wednesday (1) 116:15 week (7) 19:24,25,25;29:21, 23;40:21;79:13 weekly (1) 78:18 weeks (2) 89:11,12 welcome (3) 69:10;95:9;105:7 well-known (1) 67:23 Wells (1) 38:16 weren't (1) 64:15 What's (16) 22:2,15;48:24; 59:10;62:1,10;64:22; 66:16;78:24;81:15; 83:23;89:20;92:7; 93:7;99:3;109:12 wheels (1) 53:2 whenever (1) 7:10 When's (1) 96:12 whereas (1) 39:22 Whereupon (2) 45:22;116:14 who's (6) 8:25;9:6;41:9; 52:11;70:10;110:19 whose (4) 57:14;100:2; 109:20,23 wide (2) 66:11;72:10 wife (3) 41:5;90:10,14 Wilcox (1) 17:16 willing (1)</p>
U				
<p>ugly (1) 64:19 ULP (1) 108:21 ultimately (2) 25:3;32:18 uncharacteristically (1) 29:14 unconstitutional (1) 21:23 under (15) 17:12;18:8;19:1,3, 8,9;20:13,22;23:1; 28:2;35:2;36:17; 39:23;55:18;105:16 undercut (1) 30:20 undermine (3) 30:13;31:20;33:15 Underneath (1) 100:4 Understood (1) 23:7 undisputed (1) 29:23 unfair (2) 11:25;36:23 uniform (15) 26:15;36:9,17; 61:12,14,25;64:2; 66:9,14;68:6;97:10; 105:9,19;107:21; 108:1 unilaterally (3) 25:20;32:8,16 Union (99) 13:12;15:11;16:12, 17,17;17:1;18:8,10, 18;25:6,9,12,15,19; 26:2,7,12,16;27:12, 17,18;28:17;29:18,18, 19;30:8,13,20,23; 31:4,6,7,12,20;32:10, 16,25;33:1,8,9,15; 34:25;35:4;36:22; 37:10;42:16,24;43:1, 3,5,15,17,20;44:6,7; 80:1,3,5,8,9,24;82:5; 84:7;85:4;86:21,25; 88:22;89:7,25;90:1; 92:14;93:14,15,24;</p>	<p>unionizing (1) 80:21 Unions (1) 27:23 Union's (2) 24:23;25:7 UNITED (6) 1:14;34:12;46:23; 47:11;80:4;104:4 unlawful (5) 16:19;17:5,9;32:23; 42:22 unless (3) 26:18;86:8,8 unload (2) 53:19,22 unnerved (1) 30:24 unspecified (1) 56:25 unusual (1) 74:17 up (24) 23:6,17;40:18; 41:17;42:2;46:25; 49:5;52:12;53:19,19; 54:14;55:13;57:14; 64:11;70:20;74:20; 77:6;78:3;83:19;86:9; 95:19;98:19;108:7,9 update (1) 29:10 updated (2) 82:8,10 updates (3) 31:4,9;42:17 upfront (1) 20:1 urges (1) 27:4 URL (1) 90:6 USA (1) 18:13 use (10) 48:11;70:22;71:7, 12,15,25;74:9,16; 91:14;100:24 used (11) 30:3;38:5;50:19; 55:5;58:18;70:24,24; 72:3,14;73:18,21</p>	<p style="text-align: center;">V</p> <p>vague (1) 17:6 value (1) 28:15 vanished (1) 29:21 variable (1) 43:7 variations (2) 41:12;76:19 various (3) 40:10;73:18;110:21 vein (1) 20:6 verbally (2) 86:1,2 verbiage (1) 37:8 version (11) 41:14;62:4;81:17; 82:3,6,9;83:6,14; 86:16;94:1,6 versions (2) 37:17,17 vestibule (1) 50:4 vice (4) 27:20;61:2,5,9 video (10) 8:11;90:1,6,19,21, 23,25;91:3,15,20 viewed (1) 36:14 Vincent (5) 38:14,15,19;40:12, 25 violate (1) 45:8 violated (1) 18:7 violating (1) 105:15 violation (12) 17:8;18:16;35:16; 44:3;97:10;98:15; 105:9,10,13;107:20, 22,23 violations (3) 33:14;44:18;108:7 virtually (1)</p>	<p style="text-align: center;">W</p> <p>wage (1) 103:21 wages (2) 32:1;37:5 wait (1) 21:9 waiting (2) 105:3;112:6 walk (6) 49:25;50:3,12,15; 51:3;116:10 walk-in (3) 51:5,9;89:4 wall (1) 50:8 wants (2) 75:17;91:17 warning (7) 28:5;29:9;40:8,15; 42:2,7,7 warranted (1) 41:15 Washington (2) 5:10;6:10 watched (1) 67:10 way (11) 18:2;20:19;33:8; 34:14;37:20;38:15; 54:24;58:9;83:19; 86:14;113:1 ways (4) 26:21;35:1;52:25; 53:7 weaponization (1) 44:5 weaponized (2) 25:24;32:22 wear (27) 26:15;35:4,23; 63:14,22;64:2,6,11, 15,16,18,20;66:8; 68:3,5,6,20;96:10; 98:12;103:10;104:10, 16;105:13,16;108:13;</p>	<p>weather (1) 111:19 weaved (1) 28:2 website (3) 25:14;31:3;90:1 Wednesday (1) 116:15 week (7) 19:24,25,25;29:21, 23;40:21;79:13 weekly (1) 78:18 weeks (2) 89:11,12 welcome (3) 69:10;95:9;105:7 well-known (1) 67:23 Wells (1) 38:16 weren't (1) 64:15 What's (16) 22:2,15;48:24; 59:10;62:1,10;64:22; 66:16;78:24;81:15; 83:23;89:20;92:7; 93:7;99:3;109:12 wheels (1) 53:2 whenever (1) 7:10 When's (1) 96:12 whereas (1) 39:22 Whereupon (2) 45:22;116:14 who's (6) 8:25;9:6;41:9; 52:11;70:10;110:19 whose (4) 57:14;100:2; 109:20,23 wide (2) 66:11;72:10 wife (3) 41:5;90:10,14 Wilcox (1) 17:16 willing (1)</p>

86:15 windows (1) 50:8 winter (3) 29:15;58:15,17 wish (1) 33:25 withdraw (1) 86:9 within (8) 26:7;29:23;42:20, 20:78:8;97:14,24; 114:24 without (6) 15:3;28:15;29:8; 32:10;73:4;101:19 witness (76) 7:19,19,21,22,23, 24;41:11;45:18,23, 24;46:3,8,10;47:2,6,9; 52:16;59:4,8;61:20; 62:3,21;65:14,17; 67:1;68:1,9;69:7,10; 70:2;72:21;74:23; 75:1;76:11;77:22,25; 78:2,4;79:7;80:19; 81:2;82:19,21,24; 84:3,5;85:10,21,23; 86:1;87:6;88:20; 90:14,17;92:17,18; 93:11;95:9;96:24; 98:19;100:11;102:17, 21;104:24;105:5,7; 107:3;109:1;110:3, 13;111:2,4,7,10,12; 113:16 witnesses (11) 6:24;7:8,12,14,18; 8:1,3,4,4;9:4;23:12 witnesses' (1) 8:6 witness's (1) 110:17 won (2) 30:17;80:7 Wonderful (1) 92:5 wondering (1) 110:2 Woody (12) 28:6,8,16;87:21; 97:14,15,16;98:1,7, 19;100:7;103:5 Woody's (1) 100:6 word (2) 89:13,15 words (5) 49:21;88:13;93:9; 110:1,17 wore (6) 36:20;66:4,22; 107:21;112:25,25	work (27) 29:21;36:2;39:25, 25;46:22;48:2,16,19; 51:10,17;56:13; 57:10,15;59:15;60:4; 61:24;69:23;74:13; 81:7;96:18;98:12; 103:15;105:11,24; 108:9;109:4;115:21 worked (10) 47:13;48:19;77:12, 14;87:14;90:11; 104:8;107:22;114:4; 116:2 workers (3) 24:24,25;89:17 working (14) 27:23;28:6,8;39:17, 20;47:23;49:4;52:1, 11;60:16;78:8;101:7; 105:21;115:9 works (2) 61:4;87:20 world (1) 37:22 worn (4) 66:14,20;113:6,21 wow (5) 34:19,22,24;53:13; 54:24 wrap (1) 48:12 write (10) 14:8,9;41:2;54:23; 55:9;56:1,1,6;57:14, 18 write-up (1) 108:16 writing (1) 99:23 written (15) 14:4,5;15:7;28:5; 29:8;30:16;40:8,15; 42:2,2,7,7;55:4; 57:11;61:24 wrong (3) 24:23,25;106:24 wrote (12) 57:9;97:25;98:19; 99:3,6,9,10,13,20,25; 100:1;109:16 WTF (1) 95:6 X X-Acto (1) 70:24 Y year (25) 32:3,3,7,7,14,14;	56:18;58:13;60:25; 61:10;64:12;67:10, 11;68:4;75:22;76:25; 77:4,11,11,12,14,18, 19;78:8;115:17 years (13) 15:10;16:15;28:6, 25;37:1;47:15;69:22; 74:10;75:12;76:18; 77:1,3;79:15 York (1) 92:13 YOSEF (10) 1:8;5:21;26:13; 45:20,23;46:3;84:15; 87:20;90:11,14 Y-O-S-E-F (1) 46:4 0 01-CA- (1) 5:5 01-CA-296847 (1) 1:4 1 1 (1) 1:20 1:29 (1) 45:12 1:30 (1) 45:13 1:32 (2) 45:12,16 10 (8) 32:4;76:17,18,23, 23;77:2,3,6 102.23 (1) 23:2 108 (1) 18:13 109 (1) 18:9 10a (1) 43:4 11:53 (2) 1:21;5:2 11th (13) 35:11,15;36:11; 104:8,18;107:19; 108:5;109:17;112:14, 19;113:6;115:9,12 12:03 (1) 12:11 12:04 (1) 12:11 12:07 (1) 14:20 12:11 (1) 14:20 12:27 (1)	24:4 12:43 (2) 24:4,15 12:50 (1) 24:15 123 (1) 18:12 12b6 (1) 19:3 13 (1) 28:6 14 (1) 12:16 141 (1) 18:24 14th (10) 82:4,13;84:1,17; 85:1;87:12;89:8;94:3, 4;97:21 15.4 (1) 75:9 16 (1) 1:21 17 (1) 116:15 18 (2) 26:11;35:18 19 (1) 75:11 1948 (1) 17:15 1a (1) 6:19 1st (3) 94:4;96:14;99:15 1tt (2) 6:17,19 2 2 (5) 9:14,25;62:13;63:8, 11 2:00 (1) 103:17 2:40 (1) 45:14 2:46 (1) 45:16 2:51 (1) 49:19 2:52 (1) 49:19 20 (4) 26:7;28:25;47:15; 56:9 2004 (4) 47:14;75:8,11; 76:11 2008 (4) 47:21;69:13;71:17, 24 2013 (12)	32:2;47:20,21; 69:13;71:17,25;73:2; 74:8,10,22;76:16; 78:6 2015 (1) 47:20 2019 (1) 65:20 2020 (2) 76:20;77:5 2021 (2) 76:25;80:20 2022 (37) 9:22;13:15,16,20; 29:9;31:1;32:8,11; 34:13;35:11;37:19; 39:8;40:9;43:15,23; 61:8,10,12;62:16; 63:5;66:24;67:1;77:9; 79:14;80:8,20;82:4, 13;84:1,17;85:1; 87:12;96:14;103:24; 104:8;113:6;115:9 2023 (7) 13:3;29:15;112:22; 113:2;115:10,12,19 2024 (2) 1:21;116:15 21st (1) 13:15 23 (1) 16:22 26th (2) 13:15,20 28th (1) 80:8 296847 (1) 5:6 2d (1) 9:16 2e (1) 9:17 2nd (1) 43:11 3 3 (1) 66:1 3:58 (1) 91:7 30 (1) 84:25 30th (1) 43:10 34 (1) 1:21 365 (1) 16:22 369 (3) 18:9,12,13 370 (1) 16:23
---	--	--	--	---

<p>371 (1) 18:23</p>	<p>7 (1) 37:12</p>			
<p>4</p>	<p>7:00 (1) 112:1</p>			
<p>4 (4) 9:19;10:4;76:23; 79:23 4:06 (1) 91:7 4:08 (1) 92:2 4:11 (1) 92:2</p>	<p>7a (5) 92:10,17,22,23; 93:4 7b (5) 92:8,18;93:1,3,4 7f (1) 16:8 7th (1) 103:24</p>			
<p>4:53 (1) 116:7</p>	<p>8</p>			
<p>4:54 (2) 116:7,14 401k (7) 31:21;43:3,12,14, 23;44:3;76:24</p>	<p>8 (3) 13:11;51:18,19 8:00 (2) 96:22;97:7 80 (2) 59:5,8 8a (7) 13:12,19;95:14,25; 96:2,4,6 8a1 (1) 17:24 8a5 (1) 18:16 8b (5) 95:14;96:3,4,6;98:5 8th (1) 13:3</p>			
<p>5</p>				
<p>5 (3) 77:3;81:19;86:6 50 (1) 62:20 540 (1) 34:10 550 (1) 31:11 56 (1) 19:3 59 (3) 16:23;62:18,21 5-9 (1) 62:22 5b (1) 35:11 5e (5) 14:18,25;15:2;16:6, 7</p>	<p>9</p>			
<p>6</p>				
<p>6 (5) 13:2;76:21,22;77:5; 90:3 6:00 (4) 48:20;96:18,24; 103:17 6a (4) 91:9,16,20,22 6b (5) 91:10,17,19,20,22 6i (2) 13:2,5 6th (2) 79:2,14</p>	<p>9 (5) 16:10;18:5;30:7; 99:8;102:25 9:30 (4) 112:1,6;116:12,15 90 (2) 59:5,8</p>			
<p>7</p>				