

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

**QUALITY FOOD CENTERS, a subsidiary of
THE KROGER COMPANY**

and

**FRED MEYER STORES, INC., a subsidiary of
THE KROGER COMPANY**

and

**Cases 19-CA-286952
 19-CA-286953**

**UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 555, affiliated with UNITED FOOD
AND COMMERCIAL WORKERS INTERNATIONAL
UNION**

**FRED MEYER STORES, INC., a subsidiary of
THE KROGER COMPANY**

and

MATTHEW BRUENIG, an Individual

Case 19-CA-287812

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to § 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”), and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** the following cases are consolidated: Case 19-CA-286952, which is based on a charge filed by United Food and Commercial Workers, Local 555, affiliated with United Food and Commercial Workers International Union (the “Union”), against Quality Food Centers, a subsidiary of The Kroger Company (“Respondent QFC”); Case 19-CA-286953, which is based on a charge filed by the Union against Fred Meyer Stores, Inc., a subsidiary of The

Kroger Company (“Respondent Fred Meyer”); and Case 19-CA-287812, which is based on a charge filed by Matthew Bruenig, an Individual (“Bruenig”), against Respondent Fred Meyer.

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

1.

(a) The charge in Case 19-CA-286952 was filed by the Union on November 30, 2021, and a copy was served on Respondent QFC by U.S. mail on December 1, 2021.

(b) The charge in Case 19-CA-286953 was filed by the Union on November 30, 2021, and a copy was served on Respondent Fred Meyer by U.S. mail on December 1, 2021.

(c) The charge in Case 19-CA-287812 was filed by Bruenig on December 16, 2021, and a copy was served on Respondent Fred Meyer by U.S. mail on December 16, 2021.

2.

(a) At all material times, Respondent Fred Meyer, a subsidiary of The Kroger Company, has been a State of Ohio corporation with offices and places of business throughout the Portland, Oregon area (the “Fred Meyer Portland, Oregon area facilities”) and in Bend, Oregon (the “Fred Meyer Bend facility”), and has been engaged in the retail grocery business.

(b) At all material times, Respondent QFC, a subsidiary of Respondent Fred Meyer, which, as noted above, is itself a subsidiary of The Kroger Company, has had offices and places of business in Portland, Oregon (the “QFC Portland, Oregon facilities”), and has been engaged in the retail grocery store business.

(c) In conducting its operations described above in paragraphs 2(a) and 2(b) during the last 12 months, which period is representative of all material times, Respondent Fred Meyer and Respondent QFC each derived gross revenues in excess of \$500,000.

(d) In conducting its operations described above in paragraphs 2(a) and 2(b) during the last 12 months, which period is representative of all material times, Respondent Fred Meyer and Respondent QFC each purchased and received at its respective identified facilities goods valued in excess of \$50,000 directly from points located outside the State of Oregon.

(e) At all material times, Respondent Fred Meyer and Respondent QFC (collectively, “Respondents”) have each been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

3.

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

4.

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

Act, acting on Respondents' behalf:

Sean Hammond	–	Senior Director of Labor Relations, The Kroger Company
Dennis Gibson	–	President, Respondent Fred Meyer
Katie Evans Powers	–	Labor Relations Representative, Respondent QFC
Zachary Englander	–	Associate Relations Manager, Respondent QFC
Ashley Boal	–	Labor Relations Representative, Respondent Fred Meyer

5.

(a) The grocery, produce, and delicatessen employees of Respondent Fred Meyer in the Portland, Oregon area (Multnomah, Washington, Clackamas, Columbia, and Yamhill Counties, Oregon), as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Portland, Oregon area stores, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(b) The meat department and service counter employees of Respondent Fred Meyer in the Portland, Oregon area (Multnomah, Washington, Clackamas, and Columbia Counties, Oregon), as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Portland, Oregon area stores, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(c) The combination food/non-food checkstand employees of Respondent Fred Meyer in the Portland, Oregon area (Multnomah, Washington, Clackamas, Columbia, and Yamhill Counties, Oregon), as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Portland,

Oregon area stores, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(d) The grocery, produce, delicatessen, and ancillary employees of Respondent Fred Meyer at its Newberg, Oregon store, as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Newberg, Oregon store, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(e) The meat department, meat service counter, and seafood service counter employees of Respondent Fred Meyer at its Newberg, Oregon store, as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Newberg, Oregon store, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(f) The combination food/non-food checkstand department employees of Respondent Fred Meyer at its Newberg, Oregon store, as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Newberg, Oregon store, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(g) The grocery, produce, and ancillary employees of Respondent Fred Meyer at its Bend, Oregon store, as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Bend, Oregon store, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(h) The meat, fish, and service counter employees of Respondent Fred Meyer at its Bend, Oregon store, as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Bend, Oregon store, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(i) The combination checkout employees of Respondent Fred Meyer at its Bend, Oregon store, as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent Fred Meyer's Bend, Oregon store, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(j) The grocery, produce, delicatessen, floral, non-food, garden, coffee/juice bar, bakery, natural/bulk foods, and ancillary employees of Respondent QFC at its Portland, Oregon area stores (Multnomah, Washington, Clackamas, Columbia, and Yamhill Counties, Oregon), as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent QFC's Portland, Oregon area stores, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(k) The meat, service counter (meat and fish department), and food service (Chef's Express) employees of Respondent QFC at its Portland, Oregon area stores (Multnomah, Washington, Clackamas, Columbia, and Yamhill Counties, Oregon), as described in the most recent collective-bargaining agreement covering those employees in effect at Respondent QFC's Portland, Oregon area stores, constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act.

(l) At all material times since at least 2018, Respondents have recognized the Union as the exclusive collective-bargaining representative of the Units described in paragraphs 5(a)-5(k). This recognition has been embodied in the various county- and store-specific collective-bargaining agreements that have been in effect since December 2021 after having been extended, as noted below:

	Store Name	Store Address	Contract Expiration	Contract Extension
1.	Fred Meyer Bend	61535 S Highway 97, Bend, OR	8/7/2021	11/28/2021
2.	Fred Meyer Beaverton	11425 SW Beaverton-Hillsdale Hwy, Beaverton, OR	8/7/2021	11/28/2021
3.	Fred Meyer Burlingame	7555 SW Barbur Blvd., Portland, OR	8/7/2021	11/28/2021
4.	Fred Meyer Cornelius	2200 Baseline Street, Cornelius, OR	8/7/2021	11/28/2021
5.	Fred Meyer Clackamas	16301 SE 82nd Drive, Clackamas, OR	8/7/2021	11/28/2021
6.	Fred Meyer Division	14700 SE Division St., Portland, OR	8/7/2021	11/28/2021
7.	Fred Meyer Glisan	6615 NE Glisan Street, Portland, OR	8/7/2021	11/28/2021
8.	Fred Meyer Gresham	2497 SE Burnside Road, Gresham, OR	8/7/2021	11/28/2021
9.	Fred Meyer Gateway	1111 NE 102nd Ave., Portland, OR	8/7/2021	11/28/2021
10.	Fred Meyer Hawthorne	3805 SE Hawthorne Blvd., Portland, OR	8/7/2021	11/28/2021
11.	Fred Meyer Hillsboro	6495 SE Tualatin Valley Hwy, Hillsboro, OR	8/7/2021	11/28/2021
12.	Fred Meyer Interstate	7404 N Interstate Ave., Portland, OR	8/7/2021	11/28/2021
13.	Fred Meyer Johnson Creek	8955 SE 82nd Avenue, Happy Valley, OR	8/7/2021	11/28/2021
14.	Fred Meyer Newberg	3300 Portland Rd., Newberg, OR	10/9/2021	11/28/2021
15.	Fred Meyer Oak Grove	14700 SE McLoughlin Blvd., Oak Grove, OR	8/7/2021	11/28/2021
16.	Fred Meyer Oregon City	1839 Molalla Ave., Oregon City, OR	8/7/2021	11/28/2021

17.	Fred Meyer Peninsula	6850 N Lombard St., Portland, OR	8/7/2021	11/28/2021
18.	Fred Meyer Raleigh Hills	7700 SW Beaverton- Hillsdale Hwy, Portland, OR	8/7/2021	11/28/2021
19.	Fred Meyer Stadium	100 NW 20th Place, Portland, OR	8/7/2021	11/28/2021
20.	Fred Meyer Tigard	11565 SW Pacific Hwy, Tigard, OR	8/7/2021	11/28/2021
21.	Fred Meyer Tualatin	19200 SW Martinazzi Ave., Tualatin, OR	8/7/2021	11/28/2021
22.	Fred Meyer Scappoose	51501 Columbia River Hwy, Scappoose, OR	8/7/2021	11/28/2021
23.	Fred Meyer Walker Rd.	15995 SW Walker Rd., Beaverton, OR	8/7/2021	11/28/2021
24.	Fred Meyer Wilsonville	30300 SW Boones Ferry Rd., Wilsonville, OR	8/7/2021	11/28/2021
25.	Fred Meyer Hollywood	3030 NE Weidler St., Portland, OR	8/7/2021	11/28/2021
26.	Fred Meyer Canby	1401 SE 1st Ave., Canby, OR	8/7/2021	11/28/2021
27.	Fred Meyer Wood Village	22855 NE Park Lane, Wood Village, OR	8/7/2021	11/28/2021
28.	Fred Meyer Sunset	7355 NE Imbrie Dr., Hillsboro, OR	8/7/2021	11/28/2021
29.	Fred Meyer Sandy	16625 SE 362nd Dr., Sandy, OR	8/7/2021	11/28/2021
30.	Fred Meyer Happy Valley	17005 SE Sunnyside Rd., Happy Valley, OR	8/7/2021	11/28/2021
31.	QFC Bethany	4756 NW Bethany Blvd., Portland, OR	10/2/2021	11/28/2021
32.	QFC West Hills	7525 SW Barnes Rd., Portland, OR	10/2/2021	11/28/2021
33.	QFC Mount Tabor	5544 E Burnside St. Portland, OR	10/2/2021	11/28/2021
34.	QFC Moreland	6411 SE Milwaukie Ave., Portland, OR	10/2/2021	11/28/2021

(m) At all material times, based on § 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Units at the facilities listed above.

6.

(a) At all material times, Respondents and the Union have been parties to collective-bargaining agreements covering the terms and conditions of employment of the

Units, including the union security provision and dues check-off authorization reflected in the collective-bargaining agreements, as noted in: Article 2 – for the Units described above in paragraphs 5(a)-5(f), 5(j), and 5(k); and in Article 3 – for the Units described above in paragraphs 5(g)-5(i).

(b) On or about November 23, 2021, Respondents, by Sean Hammond, Senior Director of Labor Relations of The Kroger Company, via e-mail, notified the Union that, upon expiration of the extensions of the collective bargaining agreements, Respondents would no longer deduct Union membership dues, fees, and other union-related deductions from the pay of employees in the Units who had authorized such deductions.

(c) On or about November 23, 2021, Respondents, in writing via flyers it distributed at each of the stores identified above in paragraph 5(l), notified its employees in the Units that, upon expiration of the extensions of the collective bargaining agreements, it would no longer deduct Union membership dues, fees, and other union-related deductions from the pay of employees in the Units who had authorized such deductions.

(d) From on or about December 9, 2021, through on or about December 31, 2021, Respondents ceased to deduct Union membership dues, fees, and/or other union-related deductions from the pay of employees in the Units who had authorized such deductions and ceased to remit those deductions to the Union.

(e) The subjects set forth above in paragraphs 6(a)-6(d) relate to wages, hours, and other terms and conditions of employment of the Units and are mandatory subjects for the purposes of collective-bargaining.

(f) Respondents engaged in the conduct described above in paragraphs 6(b)-6(d) without affording the Union an opportunity to bargain with Respondents with respect to this conduct or the effects of this conduct and without first bargaining with the Union to an overall good-faith impasse for each successor collective-bargaining agreement.

7.

On or about December 14, 2021, Respondent Fred Meyer posted a job announcement seeking to hire temporary employees “[w]illing to cross a picket line,” at multiple Fred Meyer facilities, the locations of which are better known to Respondent Fred Meyer.

8.

By the conduct described above in paragraph 6, Respondents have been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of their employees in violation of §§ 8(a)(1) and (5) of the Act.

9.

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

10.

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

WHEREFORE, as part of the remedy for the unfair labor practice allegations alleged above, the General Counsel seeks an Order requiring that Respondents:

(a) physically post for 60 days at the facilities listed in paragraph 5(l) and electronically distribute by e-mail, text messaging, and posting on internal applications or intranet site, if Respondents communicate with their employees by such means, any remedial Notice to Employees that may issue in this proceeding;

(b) bargain in good faith with the Union, on request, over the deduction of dues, fees, and other union-related deductions;

(c) make the Union whole for any lost dues, fees, and other Union-related deductions as a result of Respondents' failure to deduct those dues and fees between about December 9, 2021, and December 31, 2021, at no expense to the Units' employees.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the Consolidated Complaint. The answer must be **received by this office on or September 11, 2023**. Respondents also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of

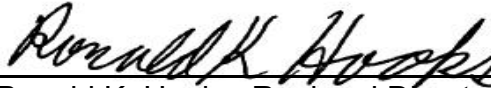
more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See § 102.21. If the answer is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the answer to the Consolidated Complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT, beginning at 9:00 a.m. on **the 23rd day of July, 2024**, and on consecutive days thereafter until concluded, in the Green-Wyatt Federal Building, 1220 SW 3rd Avenue, Suite 605, Portland, Oregon, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure

to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Seattle, Washington, this 28th day of August, 2023.

A handwritten signature in black ink, reading "Ronald K. Hooks", written over a horizontal line.

Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave., Ste. 2948
Seattle, WA 98174

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 19-CA-286952, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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