

Court Follows Supreme Court on Section 10(j) Injunctions Under the NLRA

OCTOBER 13, 2026

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Key Takeaways

- Recent federal court decisions have reinforced that Section 10(j) injunctions under the NLRA remain an extraordinary remedy and are not automatically available in unfair labor practice cases, addressing the NLRB's historic abuse and overuse of Section 10(j), particularly under former NLRB GC Abruzzo.
- The NLRB must clearly demonstrate likely irreparable harm-a high burden-not just a likelihood of success on the merits, to obtain preliminary injunctive relief.

The Seventh Circuit has delivered another significant win for employers in National Labor Relations Board ("NLRB") injunction litigation. In *Hamada v. Laborforce, LLC*, No. 25-3110 (7th Cir. Sept. 18, 2026), the court denied a Regional Director's request for a preliminary injunction under Section 10(j) of the National Labor Relations Act ("NLRA"), holding that the Director failed to establish irreparable harm. The Sixth Circuit took a similar approach earlier this year in *Kerwin v. Trinity Health Grand Haven Hospital*, finding that the NLRB was likely to prevail but failed to show that irreparable harm would result without an injunction under Section 10(j).

When an employee or union files an unfair labor practice charge, the NLRB investigates the claim and, if warranted, initiates an administrative proceeding that can ultimately be reviewed by a federal court. At times and with varying frequency, the NLRB seeks injunctive relief under Section 10(j) of the NLRA while the administrative case is pending. Despite the use of injunctive relief under Section 10(j) (and injunctive relief in general) being reserved for extraordinary circumstances, under Jennifer Abruzzo's direction as the NLRB General Counsel during the Biden Administration, the NLRB was explicit in its intentions to "aggressively seek" such 10(j) injunctions. Such abuse of the Section 10(j) process led to frustrations among employers, which is now addressed by the *Starbucks* decision.

For years, courts applied varying standards to those requests. In *Starbucks Corp. v. McKinney*, 602 U.S. 339 (2024), a unanimous Supreme Court resolved the split. The Supreme Court in *Starbucks* required that the NLRB "must make a clear showing" of each of the following factors:

- a likelihood of success on the merits of the underlying unfair labor practice charge;

- that irreparable harm will likely ensue in the absence of preliminary relief;
- the balance of equities justifies an injunction; and
- an injunction is in the public interest.

Relying on *Starbucks*, the Seventh Circuit emphasized that Section 10(j) injunctions are “extraordinary” remedies “never awarded as of right” and described irreparable harm as a “threshold requirement.”

In *Hamada*, after employees sought to decertify their union, the employer withdrew recognition of the union. The Regional Director sought an injunction requiring the employer to recognize and bargain with the union pending the Board’s decision. The court refused, holding that generalized concerns about lost union support or bargaining are not enough to support an injunction under Section 10(j); instead, the NLRB must identify a specific injury likely to occur without immediate intervention and explain why the Board could not remedy it later.

Practical Takeaways for Employers

The key point for employers is simple: Section 10(j) injunctions are reserved for specific cases where temporary relief is necessary to avoid immediate harm, not for every case. The NLRB must demonstrate why waiting for the normal NLRB process would cause harm that cannot adequately be addressed later. Section 10(j) remains a powerful tool, but after *Starbucks* and *Hamada*, it-appropriately-should have limited application.

The Benesch Labor & Employment Practice Group will continue to monitor developments and provide updates as appropriate. If you have any questions, please reach out to the team.