UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

SOUTHWEST REGIONAL COUNCIL OF
CARPENTERS, CARPENTERS LOCAL #1507
(PERRY OLSEN DRYWALL, INC.)

and Case No. 27-CB-5723

GERALD CORNELL, an individual.

EXCEPTIONS OF RESPONDENT SOUTHWEST REGIONAL COUNCIL OF CARPENTERS, CARPENTERS LOCAL #1507

Pursuant to § 102.46 of the National Labor Relations Board's ("NLRB") Rules and Regulations, Respondent Southwest Regional Council of Carpenters, Carpenters Local #1507 ("Union") hereby excepts to the Administrative Law Judge's ("ALJ") Decision and Recommended Order in this case as follows.

INTRODUCTION

Gerald Cornell filed a charge against the Union, alleging that the Union discriminated against him by refusing to place him on the out-of-work list, refusing to dispatch him to the employer, Perry Olsen Drywall, Inc. ("Perry Olsen"), and causing his termination from Perry Olsen.

The General Counsel's theory was that the Union discriminated against Cornell in the application of its Referral Work Rules on four occasions: Cornell's three visits to the Union hiring hall on November 19, 2010, November 22, 2010, and December 1, 2010, respectively, and when he made a phone call to the Union in January 2011.

The Union's Referral Work Rules state four criteria an applicant must meet before he may be referred to an employer:

To be eligible for referral, applicants must:

A. Meet the minimum training and experience qualifications necessary to perform any specific work assignments required by that specific out-of-work list.

B. Be unemployed and available for work at all times.

- Anyone working as a carpenter for any employer in state, or out, is subject to immediate removal from the list.

C. Be currently registered on the out-of-work list.

D. Pay their current dues or quarterly service fees.

- Members must be in good standing to be eligible for and/or to remain on the referral list.

- Non-members must timely pay their quarterly service fee to be eligible for and/or remain on the referral list.

(UX1 at ¶ 1 (emphasis in original).)[1] Requirement D is the requirement most relevant to the dispute between the parties. That requirement provides two alternatives to applicants: either be a member in good standing of a Carpenters local or pay the nonmember quarterly service fee, also referred to as the nonmember referral fee.

The ALJ found that on the first two occasions--November 19, 2010 and November 22, 2010—the Union did not discriminate against Cornell and did not violate the Act. (See ALJ's Decision at pp. 14-15.) However, the ALJ found that on December 1, the Union violated Section 8(b)(1)(A) by unjustifiably refusing to let Cornell pay the nonmember referral fee because Cornell questioned the validity of the fee under Utah's right to work laws. The ALJ also found that on that day, the Union refused to register Cornell on the out-of-work list, but the ALJ did not find a violation as to that refusal because Cornell, at the time, was ineligible for referral since he

[1]Throughout this document, UX[#], GCX[#], JX[#] will refer to Union, General Counsel, and Joint exhibits, respectively. Transcript citations will be referred to as "Tr. at [page and line numbers]."

was still employed by Perry Olsen and therefore did not satisfy requirement B of the Referral Work Rules. (See ALJ's Decision at p. 15.) After December 1, 2010, when Cornell's status changed from employed to unemployed, the ALJ found that the Union violated Sections 8(b)(2) and 8(b)(1)(A) of the Act by refusing to both permit Cornell to pay the nonmember fee and sign the out-of-work referral fee. (See ALJ's Decision at p. 16.)

The ALJ's legal conclusions as to violations on December 1 and subsequent to that are based on the incorrect finding that the Union refusal to let Cornell pay the nonmember fee. Such a finding is not supported by the evidence. At all relevant times—before December 1, on December 1, and after that date—Cornell's request was to join the Union. However, the Union had not been accepting any members beginning with the summer of 2010 because it already had many people on the out-of-work list. Due to the fact that the Union was not accepting new members, Cornell had two choices to satisfy requirement D of the Referral Work Rules: either pay his arrears and thus become a member in good standing of the local to which he already belonged, Local 635, or pay the nonmember fee. Cornell opted to do neither and instead always asked to join the Union (i.e., Local 1507), a choice that was foreclosed not just to Cornell, but also to the other applicants. The Union never refused to let Cornell pay the nonmember fee; Cornell never even communicated an interest in paying the fee. Additionally, because Cornell never satisfied requirement D, the Union justifiably did not permit him to put his name of the out-of-work list.

The ALJ made the finding that the Union refused to let Cornell pay the nonmember fee by crediting his testimony and discrediting that of the Union's witness who allegedly made the refusal. Cornell, however, had no credibility as a witness. He admitted to having tried to bribe the Union to get on the out-of-work list, knowing the bribery to be a crime, hid from the Union

on the roof during the Union's jobsite visit to conceal the fact that he was employed and therefore ineligible to be dispatched under the Referral Work Rules, and started working for Perry Olsen before applying to the Union's hiring hall, knowing that this was prohibited under the Union's exclusive hiring hall rules.

For the foregoing reasons, the Union excepts to all findings related to the ALJ's conclusion that the Union violated the Act on December 1, 2010, and subsequent to that date.

EXCEPTIONS

1. To the finding and conclusion that, "Bachman told Cornell that if he paid the $135 nonmember quarterly fee of $135, he could sign the out-of-work list at the bottom, but he could not be dispatched to the Huntsman job. As Cornell produced the necessary money, he asked how the Union got around Utah's right-to-work laws. Bachman, in apparent umbrage, did not accept the proffered money and refused to speak further to Cornell, who did not sign the out-of-work list."

   a. Reference: ALJ's Decision at p. 13, last five lines of last paragraph.

   b. Record citations: Record, *passim*, including but not limited to Tr. at 39:3-9, 50:2-6, 148:6-14, 150:14-25, 165:5-166:9, 182:20-25, 189:10-12, 190:10-11, 191:6-21, 192:14-193:24, 195:17-196:17, 233:10-23, 273:25-275:17, 276:3-277:2; UX1.

   c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

   d. Argument:

The ALJ's findings regarding what happened on Gerald Cornell's visit to the union hall on December 1, 2010, shows that the ALJ discredited the testimony of Union representative Bruce Bachman, and credited the testimony of Gerald Cornell, even though he clearly was not a credible witness.

Bachman testified that on December 1, 2010, when Cornell came to the union hall, Bachman inquired whether he had his "dues squared away" at his home local, i.e., Local, and Cornell responded that he had not. (Tr. at 276:3-11, 148:6-14, 39:3-9, 273:25-275:12.) Bachman then explained to him, "I can't help you because you need to be—you need to get your dues taken care of [at your local]. We're not accepting new members [at Local 1507]," and stated, "Or you can pay the non-member quarterly fee." (Tr. at 276:11-14.) Cornell responded that he would not pay the fee because he was not required to do so under the right to work laws. (Tr. at 276:15-17.) Bachman replied, "Well, at this point I guess there's nothing I can do for you because we're not accepting new members." (Tr. at 276:18-19.) Cornell then tried to shake Bachman's hand, but Bachman did not want to do so, explaining, "I'm not doing that. You know, we're not friends." (Tr. at 276:22-277:2.) Bachman's testimony, in summary, was that Cornell refused to pay the nonmember quarterly fee; Bachman did not refuse to accept it.

The ALJ rejected Bachman's testimony and accepted that of Cornell as to what transpired on December 1. Cornell's testimony was that Bachman at first told him that Cornell would be put on the out-of-work list if he paid the quarterly service fee, but as soon as Cornell took his money out of his pocket and began counting it, Bachman changed his mind, saying he "just couldn't do it." (Tr. at 172:14-173:12.)

Cornell, however, completely lacked credibility, as shown by his willingness to circumvent the Union's hiring hall rules, hide from the Union, and even commit a crime. First, Cornell admitted in his affidavit and in his testimony that he tried to bribe Bachman on his second visit to the Union hiring hall, which was on November 22, 2010, knowing that the bribery was a crime. (Tr. at 165:15-166:9, 191:6-8, 275:13-17, 190:10-11.) He went to the Union hall by himself that day, and took an opportunity when there were no Union representatives besides

Bachman at the hall—no witnesses whatsoever—to commit the act. (Tr. at 165:5-17.) He tried to downplay what he did by claiming that Bachman did not even acknowledge the money, but admitted in his affidavit and on cross-examination that Bachman refused to take it. (Tr. at 191:6-21.) The ALJ even acknowledged that Cornell tried to bribe Bachman. (See ALJ's Decision at p. 7, fourth full paragraph ("Cornell offered Bachman money 'for his pocket,' which Bachman declined.").)

Second, Cornell admitted that he hid from Union representatives on the roof for about half an hour when they made a job visit to the Huntsman project on November 29, 2010. (Tr. 192:14-193:24.) He justified his behavior by maintaining that he was only following the instructions of the foreman on the job, who told the workers, "We should all take a walk and go hide." (Id.) Cornell gave this testimony right after testifying that he wanted to join the Union because he "believe[d] in the union way." (Tr. at 189:10-12.) The hiding shows Cornell was willing to lie to the Union, to disguise the fact that he was already working for Perry Olsen and therefore ineligible to be dispatched to work for the employer, and also lie on the stand and profess his belief "in the union way" even though he tried to cheat the Union. The ALJ acknowledged the hiding, but left out the fact that Cornell was one of the individuals hiding from the Union, and the Decision appears to shift responsibility for this cheating to the foreman on the job. (See ALJ's Decision at p. 7, last paragraph ("On November 29, representatives from the Union came to the Huntsman project. The Perry Olsen foreman told the undispatched workers to hide, which they did on a roof top for about half an hour.").)

Further, Cornell testified that he came to the Union hiring hall for the first time on November 19, even though he started working on the Huntsman project on November 2, because he did not know the employer and the Union required him to be dispatched to the job before his

starting date. (Tr. 182:20-25.) However, Cornell's own friend of twelve years, Chris Barton, who told Cornell of the job opportunity at the Huntsman project, testified both in his affidavit and at the hearing that he "told Gerald [Cornell] he had to join the union before Brian [Olsen] would hire him." (Tr. at 150:14-25, 233:10-23.) Thus, despite his claim to a lack of knowledge, Cornell knew he should not have started working without first going to the Union hall, and simply decided to save the money he would have paid on membership dues or the quarterly service fee. (Tr. at 233:20-23.)

Additionally, Cornell gave incredible testimony as to his knowledge of the hiring hall rules. He went to the hiring hall several times, and therefore had several opportunities to read the Referral Work Rules both on the wall and at the counter, and even admitted to reading the rules, and yet testified that he did not observe the part that explained that one needs to be unemployed to be eligible for dispatch. (Tr. at 195:17-196:17.) That part of the Referral Work Rules, however, is underlined and is one of the most visible parts of the rules. (UX1.)

All of the above show Cornell lied on the stand regarding his attempt to bribe, about his belief "in the union way," and his knowledge of the Referral Work Rules. While these lies do much damage to his credibility, his attempt to hide from and bribe the Union, knowing the bribery to be a crime, completely destroy it. The ALJ, however, accepted Cornell's version of the events on December 1, and rejected that of Bachman. The clear preponderance of the evidence shows the ALJ's credibility resolutions are erroneous. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). Bachman's testimony should be accepted as true: Cornell refused to pay the nonmember quarterly fee; Bachman did not refuse to accept it, and only declined to shake Cornell's hand, which was understandable given that Cornell tried to bribe him the last time the two saw one another.

2. To the finding and conclusion that, "On December 1, Cornell's entreaty to the Union changed. On that day, he sought to pay his nonmember fee and sign the out-of-work list. The Union, through Bachman, refused to let him do so, for reasons unrelated to valid eligibility rules."

a. Reference: ALJ's Decision at p. 15, first full paragraph.

b. Record citations: Record, *passim*, including but not limited to Tr. at 39:3-9, 50:2-6, 148:6-14, 150:14-25, 165:5-166:9, 182:20-25, 189:10-12, 190:10-11, 191:6-21, 192:14-193:24, 195:17-196:17, 233:10-23, 273:25-275:17, 276:3-277:2; UX1.

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

d. Argument:

The Union hereby incorporates the Argument made as to Exception 1 above. Additionally, the ALJ here made the erroneous finding that on December 1, Cornell's request to the Union changed from his previous requests to join the Union, made on November 19 and November 22, to a request to get on the out-of-work list by paying the nonmember fee. This finding is not supported by the record.

Although Cornell's testimony on the stand was that on that date he was interested in either joining the Union or paying the nonmember fee, Cornell admitted that <u>at every point</u> in his affidavit, he testified that he "wanted to get into the union." (Tr. at 199:2-200:3.) Barton, Cornell's friend of twelve years, also testified that on December 1, Cornell's request was to join the Union. (Tr. at 230:9-231:23.) Barton explained that Cornell "wanted to join the union; he had whatever it was going to cost to do that here," and Cornell started to take out the money after making the request to join the Union. (Tr. at 231:5-15.) Even though Barton's own credibility is tainted by the fact that he hid from the Union on the roof during the Union's jobsite visit, along

with Cornell, in this case his testimony and Cornell's own testimony in his affidavit, and the Union's theory as to Cornell's request on December 1, are all consistent with one another and should therefore be credited. (Tr. at 235:15-21.) The ALJ's finding that on December 1, Cornell sought to pay the nonmember fee is clearly contradicted by evidence from the General Counsel's own witnesses: Cornell and Barton.

Since Cornell did not request to pay the nonmember fee, the finding that Bachman "refused to let him do so, for reasons unrelated to valid eligibility rules" is also erroneous. His request was to join the Union, but the Union, at the time, was not accepting new members because it already had many people on the out-of-work list. (Tr. at 50:2-6, 221:5-7, 224:2-6, 234:23-25, 273:25-274:6.) The Union, therefore, did not discriminate against Cornell by not letting him join the Union; it was simply applying a policy that applied to everyone.

3. To the finding and conclusion that, "The credible evidence establishes that on December 1, the Union refused to let Cornell pay his nonmember fee and register on the hiring list because Cornell questioned the Union's obligations under Utah's right to work provisions. In refusing to permit Cornell to pay the nonmember fee because of his right to work question, the Union departed from established hiring hall procedures. The Union must therefore show the departure was justified. The Union has made no such showing."

a. Reference: ALJ's Decision at p. 15, third full paragraph.

b. Record citations: Record, *passim*, including but not limited to Tr. at 39:3-9, 50:2-6, 148:6-14, 150:14-25, 165:5-166:9, 182:20-25, 189:10-12, 190:10-11, 191:6-21, 192:14-193:24, 195:17-196:17, 233:10-23, 273:25-275:17, 276:3-277:2; UX1.

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

d. Argument:

The Union hereby incorporates the Argument made as to Exceptions 1 and 2 above. The credible evidence establishes that on December 1, the Union did not refuse to let Cornell pay the nonmember fee, and, in fact, Cornell did not request to pay the fee.

4. To the finding and conclusion that, "In the absence of justification evidence, the Union's refusal to let Cornell pay the nonmember fee because of his right to work question was '[A]rbitrary,' 'inviduous,' 'discriminatory,' 'hostile,' 'unreasonable,' 'capricious,' 'irrelevant or unfair' [and constituted] deliberate conduct . . . intended to harm or disadvantage [Cornell, a potential] hiring hall [applicant].' [Citation.] As such, the Union's conduct violated Section 8(b)(1)(A) of the Act."

a. Reference: ALJ's Decision at p. 15, fourth full paragraph.

b. Record citations: Record, *passim*, including but not limited to Tr. at 39:3-9, 50:2-6, 148:6-14, 150:14-25, 165:5-166:9, 182:20-25, 189:10-12, 190:10-11, 191:6-21, 192:14-193:24, 195:17-196:17, 233:10-23, 273:25-275:17, 276:3-277:2; UX1.

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

d. Argument:

The Union hereby incorporates the Argument made as to Exceptions 1 and 2 above. The conclusion that the Union violated Section 8(b)(1)(A) rests on the erroneous finding that the Union refused to let Cornell pay the nonmember fee on December 1, and therefore the conclusion is not supported by fact.

5. To the finding and conclusion that, "Based on subsequent events, it is reasonable to infer that the Union, for arbitrary reasons, would have continued to adhere to its refusal to permit Cornell to pay the nonmember fee and sign the list irrespective of his employment status."

a. Reference: ALJ's Decision at p. 16, first full paragraph, starting at third line.

b. Record citations: Record, *passim*, including but not limited to Tr. at 50:2-6, 51:9-23, 148:6-14, 150:14-25, 165:5-166:9, 178:13-25, 182:20-25, 189:10-12, 190:10-11, 191:6-21, 192:14-193:24, 195:17-196:17, 199:2-200:3, 221:5-7, 224:2-6, 230:9-231:23, 233:10-23, 234:23-25, 235:15-21, 273:25-274:6, 275:13-17, 276:3-280:5; UX1; GCX 1(a)-(c).

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

d. Argument:

The Union hereby incorporates the Argument made as to Exceptions 1 and 2 above and reiterates that on December 1, 2010, Cornell did not communicate to the Union that he wanted to get on the out-of-work list by paying the nonmember referral fee. There is also no evidence that Cornell expressed an interest in paying the nonmember fee at any point after December 1, 2010, or that the Union refused to allow Cornell to pay this fee. The conclusion that the Union continued to "adhere to its refusal" to allow Cornell to pay the fee is therefore not supported by the evidence.

The evidence shows that on January 10, 2011, Cornell called Bachman, saying that he would like to join the Union because Perry Olsen was hiring again. (Tr. at 277:5-11.) Bachman told Cornell that he would need to contact the Union's attorney and ended the phone conversation, because at that point Bachman had received the ULP charge that Cornell filed against the Union on December 20, 2010. (Tr. at 277:12-280:5; GCX 1(a)-(c).) The Union was then represented by an attorney in the charge filed by Cornell, and it did not close the Union hiring hall doors to Cornell, but simply informed him that he would need to speak with the Union through its counsel. The Union's counsel did then contact Cornell with regard to his phone call. (Tr. at 178:13-25.)

Additionally, in January 2011, the Union was still not accepting new members, and was still not accepting any new journeyman carpenters on the date of the hearing. (Tr. at 51:9-23.) Cornell, on January 10, 2011, was again interested in joining the Union—he did not mention to Bachman that he wanted to pay the non-member fee to get on the out-of-work list--but that option was not available to him, as it was not available to any journeyman at the time. (Tr. at 277:5-11.) There is also no evidence that at the time of his call, he had paid his arrears at Local 635. Thus, on the day of his call to the Union, Cornell still was not eligible because he was not a member in good standing and also did not express an interest in paying the non-member referral fee. It cannot be inferred that, had Cornell asked to pay the nonmember fee, his request would have met a refusal.

6. To the finding and conclusion that, "Following his layoff, Cornell left telephone messages for union representatives that were not returned. In January, Cornell managed to reach Bachman by telephone and asked if anything had changed. Cornell also asked if Bachman could help him get in the Union. Although Cornell's question about getting in the Union is subject to the same analysis that applies to his earlier membership requests, his query as to whether anything had changed must reasonably have encompassed the Union's December 1 refusal to let him pay the nonmember fees, which was based entirely on arbitrary and unlawful considerations. Bachman's response that he still had nothing for Cornell was, therefore, a continuation of the Union's arbitrarily based refusal to let Cornell pay the nonmember fees. Bachman's continuing refusal foreclosed for Cornell any opportunity of signing the out-of-work list, even though he was, after December 1, otherwise eligible. Bachman's response also evidences the futility of Cornell's further attempting to pay the nonmember fee and sign the out-of-work list even as an unemployed nonmember. In those circumstances, after December 1, when Cornell became

unemployed, the Union violated Section 8(b)(2) and 8(b)(1)(A) of the Act by refusing to permit Cornell to pay the nonmember fees and to sign the hiring hall out-of-work list."

a. Reference: ALJ's Decision at p. 16, second full paragraph.

b. Record citations: Record, *passim*, including but not limited to Tr. at 50:2-6, 51:9-23, 148:6-14, 150:14-25, 165:5-166:9, 177:10-178:25, 182:20-25, 189:10-12, 190:10-11, 191:6-21, 192:14-193:24, 195:17-196:17, 199:2-200:3, 221:5-7, 224:2-6, 230:9-231:23, 233:10-23, 234:23-25, 235:15-21, 273:25-274:6, 275:13-17, 276:3-280:5; UX1; GCX 1(a)-(c).

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

d. Argument:

The ALJ here credited Cornell's testimony that after December 1, he "tried numerous times" to reach the Union during that month, but was not able to do so, and left voicemail messages. (Tr. at 176:23-177:9.) Cornell, however, had no credibility, for the reasons discussed in the Argument section of Exception 1, above, which is incorporated here. For this reason, this testimony should not be accepted. Nonetheless, even if Cornell's testimony that he left voicemail messages is accepted as true, no evidence was presented as to the content of these messages. Therefore, there is no evidence that he communicated to the Union in these messages that he wanted to pay the nonmember fee, and the Union's alleged failure to respond to these messages cannot, therefore, be interpreted as a refusal to allow him to pay the fee, particularly when all of his previous requests had been to join the Union.

As to the ALJ's findings regarding the conversation between Cornell and Bachman in January 2011, the ALJ imports the erroneous findings regarding what transpired on December 1, which once again leads to the unwarranted conclusion that the Union foreclosed for Cornell any opportunity of signing the out-of-work list. Cornell testified as follows regarding the

conversation in January 2011: "I asked [Bachman] if anything had changed and if he could help me get in the Union and his reply was no, he still had nothing for me." (Tr. at 177:10-178:4.) The Union hereby incorporates the Argument made as to Exceptions 1 and 2 above that on December 1, Cornell's only request was to join the Union. Thus, when Cornell asked whether "anything had changed" and Bachman responded that "he still had nothing for [Cornell]," the exchange can only be understood as referring to the request to join the Union. As the Union was still not accepting any new members at the time, Bachman's response was not evidence that the Union was discriminating against Cornell or was refusing to let him pay the nonmember fee. (Tr. at 51:9-23.)

In summary, after December 1, just as on December 1, no evidence shows that Cornell asked to pay the nonmember fee or that the Union refused to allow him to do so.

7. To the conclusion of law that, "By refusing to permit Gerald Cornell to pay the nonmember hiring hall registration fee on December 1 because Cornell questioned its hiring hall procedures, an arbitrary reason unrelated to valid eligibility rules, Respondent engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act."

a. Reference: ALJ's Decision at p. 16, third Conclusion of Law.

b. Record citations: Record, *passim*, including but not limited to Tr. at 50:2-6, 150:14-25, 165:5-166:9, 182:20-25, 189:10-12, 190:10-11, 191:6-21, 192:14-193:24, 195:17-196:17, 199:2-200:3, 221:5-7, 224:2-6, 230:9-231:23, 233:10-23, 234:23-25, 235:15-21, 273:25-274:6, 275:13-17, 276:3-277:2; UX1.

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

d. Argument:

The Union hereby incorporates the Argument made as to Exceptions 1 and 2 above.

8. To the conclusion of law that, "By refusing to permit Gerald Cornell to sign its out-of-work register after December 1, 2010 because Cornell questioned its hiring hall procedures, an arbitrary reason unrelated to valid eligibility rules, Respondent has caused or attempted to cause employer discrimination within the meaning of Section 8(a)(3) of the Act, and has therefore engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(2) and (1)(A) of the Act."

a. Reference: ALJ's Decision at p. 16, fourth Conclusion of Law.

b. Record citations: Record, *passim*, including but not limited to Tr. at 50:2-6, 51:9-23, 150:14-25, 165:5-166:9, 177:10-178:25, 182:20-25, 189:10-12, 190:10-11, 191:6-21, 192:14-193:24, 195:17-196:17, 199:2-200:3, 221:5-7, 224:2-6, 230:9-231:23, 233:10-23, 234:23-25, 235:15-21, 273:25-274:6, 275:13-17, 276:3-280:5; UX1; GCX 1(a)-(c).

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

d. Argument:

The Union hereby incorporates the Argument made as to Exceptions 5 and 6 above.

DATE: October 20, 2011

DECARLO, CONNOR & SHANLEY
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/s/ Daniel M. Shanley

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is DeCARLO, CONNOR & SHANLEY, a Professional Corporation, 533 South Fremont Avenue, Ninth Floor, Los Angeles, California 90071-1706.

On , October 20, 2011, I served the foregoing document described EXCEPTIONS OF RESPONDENT SOUTHWEST REGIONAL COUNCIL OF CARPENTERS, CARPENTERS LOCAL #1507 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Kristyn A. Myers, Esq.
Karla E. Sanchez, Esq.
NATIONAL LABOR RELATIONS BOARD
REGION 27
Dominion Towers
600 17th Street, Suite 700 North Tower
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Gerald Cornell
1517 West Alder Road
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Division of Judges
NATIONAL LABOR RELATIONS BOARD
901 Market, Suite 300
San Francisco, CA 94103
(Courtesy Copy)

[X] (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at Los Angeles, California.

Executed on October 20, 2011, at Los Angeles, California.

[ ] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[X] (FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

/s/Nelly Caywood