

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

ATLANTIC VEAL & LAMB, INC.

and

KNITGOODS WORKERS' UNION, LOCAL 155  
UNION OF NEEDLETRADES, INDUSTRIAL &  
TEXTILE EMPLOYEES, AFL-CIO

Case Nos. 29-CA-24484  
29-CA-24619  
29-CA-24669

**COUNSEL FOR THE GENERAL COUNSEL'S  
EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S  
SUPPLEMENTAL DECISION**

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Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board - Series 8, as amended, Counsel for the General Counsel takes exceptions to the following findings of fact and conclusions of law set forth in the Supplemental Decision of Administrative Law Judge Raymond Green dated January 31, 2007:


1. The ALJ erred in his conclusion of law that “Ogando cannot be viewed as a credible witness.” See Supplemental Decision at p. 5, line 18.
2. The ALJ erred in his finding of facts that “Ogando testified that in 2003 (when he was self-employed and not earning much money) he purchased a house in Brooklyn with friends. When he first testified about this house, Ogando neglected to tell me, (or apparently the General Counsel), that the mortgage was obtained based on his representation that he was employed by a company owned by Angel Diaz and that he had earned \$66,123.00 in 2002“ See Supplemental Decision at p. 4, lines 5-6; 12-14.
3. The ALJ erred in his finding of fact that, “Ogando identified a document that was received into evidence as Respondent’s Exhibit 13. This document, which purported to be a W2 form that was submitted with a mortgage application on a property located at 455 Chestnut Street, Brooklyn, NY stated that Ogando was employed by a company called Royal Quality General Construction and that he earned \$66,123.46 in 2002”. See Supplemental Decision at p. 4; lines 22-26.

4. The ALJ erred in his finding of facts that “assuming that Ogando is telling the truth now, then he did not tell the truth about his work history on at least several occasions in the past; most significantly when he submitted or agreed to the submission of documents to a bank purporting to show that he was employed and that he was earning over \$60,000 per year. (I note that the General Counsel did not call the real estate broker to explain how these documents happened to be submitted to the financial institution that lent \$260,000).” See Supplemental Decision at p.5; lines 18- 24.
5. The ALJ erred in his finding of fact that “alternatively, Ogando is not telling the truth now when he testified that his interim earnings for 2002 were \$6,975 and that his earnings for 2003 were \$4,050.” See Supplemental Decision at p. 5; lines 26-27.
6. The ALJ erred in his conclusion of law that,” notwithstanding the burden of proof is placed on the Respondent with respect to the discriminatee’s search for work or interim earnings, Ogando’s prevarications have so muddied the water regarding his work history or search for work from the date of his discharge until the time that he was hired at Whole Foods in 2004, that he has made it impossible for me to make any reasonable conclusions about this period of time.” See Supplemental Decision at p. 5, lines 29 - 33.
7. The ALJ erred in his conclusion of law that he was “going to exclude the entire period from the backpay period and calculate his backpay only from the point at which he started working at Whole Foods.” See Supplemental Decision at p. 5; lines 33 - 35.

8. The ALJ erred in failing to find that the discriminatee made a reasonable search for interim employment.

The specific grounds and authorities in support of these exceptions are set forth in the attached brief.

Respectfully submitted,

  
Kathy Drew King  
Counsel for the General Counsel  
National Labor Relations Board  
Region 29

Dated at Brooklyn, NY this 1st day of August 2007.