

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

ARAMARK, INC.,  
New Orleans, Louisiana

Employer,

and

UNITE HERE LOCAL 166,

Petitioner,

and

SOUTHWEST REGIONAL JOINT  
BOARD, WORKERS UNITED/SEIU

Intervenor.

Case: 15-RC-8828

LOEWS HOTEL/LNO HOTEL  
CORPORATION,  
New Orleans, Louisiana

Employer,

and

UNITE HERE LOCAL 166,

Petitioner,

and

SOUTHWEST REGIONAL JOINT  
BOARD, WORKERS UNITED/SEIU

Intervenor.

Case: 15-RC-8821

**UNITE HERE LOCAL 166's REQUEST FOR REVIEW OF  
REGIONAL DIRECTOR'S DECISIONS DISMISSING  
CASE NOS. 15-RC-8821 AND 15-RC-8828**

## INTRODUCTION

This request for review involves two representation petitions filed by UNITE HERE Local 166 (“Local 166”) to obtain certifications for the two bargaining units which Local 166 has represented since prior to the merger that led to the formation of UNITE HERE International Union. It is no secret that these representation petitions were filed in the midst of a dispute between UNITE HERE and Workers United/ SEIU. Local 166 petitioned for elections in order to obtain Board certifications, and is willing to test its support among employees through NLRB elections. Instead of allowing employees to decide whether they want to be represented by a UNITE HERE affiliate or a Workers United/SEIU affiliate, the Region decided that Local 166 is affiliated with Workers United, and dismissed Local 166’s election petitions. The Region reached this conclusion even though Local 166 has no elected officers who could have decided to change Local 166’s affiliation, even though Workers United has not been able to show that this action was taken through “the proper channels,” and even though employees represented by Local 166 want to remain affiliated with UNITE HERE. The Region’s method of “fact-finding” is also flawed. The Region reached the conclusion that Local 166 is affiliated with Workers United/SEIU without holding a fact-finding hearing, without allowing Local 166 to present witnesses who would give affidavits to the Region, and without considering the union constitution and bylaws which govern Local 166’s affiliations.

## STATEMENT OF FACTS

### A. Loews Hotel

Loews Hotel/LNO Corp. (“Loews”) was organized by HERE International Union through a card check in about 2004. Cooper Dec. ¶ 4, Exh. D. The first and only collective bargaining agreement was effective from November 1, 2004 to November 1, 2009, and names Hotel Employees and Restaurant Employees Local 166 and the Southeast Louisiana Building Trades Council in the recognition clause as joint representatives.<sup>1</sup> Cooper Dec. ¶ 4, Exh. E. There are approximately 150 employees in the bargaining unit. Cooper Dec. ¶ 4.

### B. Aramark at Morial Convention Center

The Aramark, Inc. at Morial Convention Center (“Aramark”) bargaining unit was organized by HERE International Union in the late 1990s. The most recent collective bargaining agreement runs from December 21, 2004 to December 20, 2009. It names UNITE HERE Local 166 as the bargaining representative. Cooper Dec. ¶ 5, Exh. F. There are approximately 175 employees in the bargaining unit.

---

<sup>1</sup> In the preamble, the collective bargaining agreement refers to Local 166 as “the Union” and the Building Trades Council as “the Engineers.” The recognition clause then states that “[t]he Employer hereby recognizes the Union and the Engineers as the sole and exclusive collective bargaining representative of employees listed in the attached Wage and Classification Schedules. Accordingly, both the Union and the Engineers make this Agreement in its capacity as the exclusive bargaining representative of such employees. . . . Where this Agreement refers to the Union, it shall be intended by the parties to refer to either Union with respect to the employees represented by such Union and listed on the appropriate wage schedule.”

### C. UNITE HERE Local 166

Local 166 was a local of the former HERE with jurisdiction over the hotel and food service industries in New Orleans. When HERE and UNITE merged in 2004 to form UNITE HERE, all of the former HERE and UNITE locals were automatically re-chartered as locals of UNITE HERE. Thus, HERE Local 166 became UNITE HERE Local 166. At the time of the merger, Local 166 represented employees at Loews and Aramark. Local 166's by-laws provide that Local 166's officers are elected for three year terms. Officers were elected in 2004, and their terms expired in 2007. Cooper Dec. ¶ 3, Exh. C. As of September 2009, no elections to replace the former officers had been held. Cooper Dec. ¶ 3.

In June 2005, Local 166 affiliated with UNITE HERE's Southwest Regional Joint Board ("the Joint Board"). Martin Dec. ¶ 2, Exh. A. The Affiliation Agreement between Local 166 and the Joint Board was not put into effect. Paragraph 6 of the Affiliation Agreement states that Local 166 shall have delegates to the Joint Board<sup>2</sup>:

For the remainder of their terms, the individuals holding the following positions as Local 166 officers shall serve ex officio in the following order as Southwest Delegates: President, and Vice President, Secretary Treasurer and the three trustees shall serve as Southwest alternate delegate [sic]. Local 166 shall thereafter elect Southwest Delegates in accordance with the Southwest Constitution and the Local 166 Bylaws.

---

<sup>2</sup> The Joint Board's Constitution requires that it be governed by elected "delegates" from each affiliated local union. Article V, Section 1 of the Joint Board's Constitution states that "[t]he supreme governing body of the Region shall be a meeting of the Regional delegates." Article VI, Section 1(a) states that "[t]he Region shall be composed of delegates representing each local union."

Elections were never held for Local 166 members to choose their delegates to the Joint Board. Gonzalez Dec. ¶ 2. Since Local 166 did not have elected delegates, it had no representation in the Southwest Regional Joint Board. In addition, the Joint Board did not provide representation to member of Local 166's bargaining units. The Joint Board did not have its own staff, so employees of the UNITE HERE International Union, first Garrick Faria and later Ray McKinney, served as union representatives.<sup>3</sup> Gonzalez Dec. ¶ 4.

On September 30, 2009, the Executive Committee of UNITE HERE passed a resolution (a) supporting the trusteeship of Local 166 "because its affairs are conducted in a grossly incompetent manner that poses a direct and immediate threat to its viability and also because it is necessary to restore democratic procedures"; (b) appointing John Boardman to hold a hearing on the trusteeship; (c) directing that notice of such hearing be given to Local 166's members, and (d) appointing Scott Cooper as temporary trustee until the trusteeship hearing is held. Cooper Dec. ¶ 2, Exh. A. Notice was given to members on November 4, 2009. A trusteeship hearing was held on November 20, 2009, after which Local 166 was placed in trusteeship and Scott Cooper was named the trustee. Local 166 presently remains in trusteeship. Cooper Dec. ¶ 2, Exh. B.

---

<sup>3</sup> Faria and McKinney visited the workplaces infrequently (by some estimates only once every four to five months), and in their five years as the "representative", they did not file any grievances. Their primary function was to sign up employees for membership in Local 166 and dues checkoff. Wilson Dec. ¶ 3. Dues were remitted to the Joint Board, from which a per capita payment was made to the International Union.

## PROCEDURAL HISTORY

### **A. Workers United filed unfair labor practice charges against Loews and Aramark alleging refusals to bargain with the Southwest Regional Joint Board**

On November 30, 2009, the Southwest Regional Joint Board filed an unfair labor practice charge against Loews (case no. 15-CA-19357), alleging that Loews violated Section 8(a)(5) by failing to remit dues to it and later amended the charge to allege that Loews refused to negotiate a successor collective bargaining agreement with it. On November 30, 2009, the Joint Board filed an unfair labor practice charge against Aramark (Case No. 15-CA-19359) alleging that Aramark violated Section 8(a)(5) by failing to remit dues to it and denying its representatives access to the facility.<sup>4</sup> Local 166 was not named as the bargaining representative in either of these charges. On March 31, 2010, the Region issued complaints against each employer but, in contrast to the charges, alleged that Local 166 is the 9(a) representative and that Local 166 disaffiliated from UNITE HERE and affiliated with Workers United/ SEIU.

### **B. Loews Hotel filed an “RM” petition which is being held in abeyance**

On November 3, 2009, Loews filed an RM petition (case no. 15-RM-425). Loews named “UNITE HERE Local 166” as recognized bargaining representative and “Workers United –SW Reg. Jt. Bd.” as having claimed recognition. On November 18, 2009, the Region issued an Order to Show Cause, to which Loews, Local 166, and the Southwest

---

<sup>4</sup> The Joint Board previously filed similar charges against these employers which the Region dismissed for lack of cooperation.

Region Joint Board filed responses. Local 166 and the Joint Board both argued that the petition should be dismissed, but disagreed about which union – Local 166 or the Joint Board – is the bargaining representative. Local 166 asserted that it remained the bargaining representative, while the Joint Board asserted that it was the 9(a) representative: “Therefore the SWRJB continues as the 9(a) representative and the petition should be dismissed.” SWRJB Resp. to OSC, at 2.

On December 16, 2009, the Region scheduled a hearing in late December 2009 to resolve disputed factual issues. After rescheduling the hearing to accommodate the parties’ schedules, on December 22, 2009, the Region cancelled the hearing indefinitely: “The Region has determined that the best and least complicated way to proceed with this matter is to hold the RM petition in abeyance and decide the ULP charge.”

**C. Local 166 filed an “RC” petition for the Loews bargaining unit**

On January 25, 2010, Local 166 and the Southeast Louisiana Building Trades Council jointly filed a petition (Case No. 15-RC-8821) for an election among Loews employees. On January 27, 2010, the Region issued a letter stating that the case would be held in abeyance while the unfair labor practice charge was investigated:

Because there is a pending before the Region a charge, Case No. 1 CA-19357, claiming that the Employer in this case has violated the Act by refusing to begin bargaining for a successor collective-bargaining agreement and by refusing to remit dues payments, I have determined it is necessary to hold this, and any other petition in abeyance. If either of the allegations is found to have merit, such a finding could undermine the integrity of the showing of interest. I am, therefore, holding the petition in abeyance pending resolution of Case No. 15-CA-19357.

**D. The Region refused to take affidavits from Local 166**

In January 2010, while the Region was investigating the Joint Board's ULP charge, Local 166 asked to present witnesses to the Region who would give affidavits. The Region refused to take affidavits from Local 166's witnesses. Martin Dec. ¶ 3; Wilson Dec. ¶ 7.

**E. Local 166 filed an "RC" petition for the Aramark bargaining unit**

On February 22, 2010, Local 166 filed a petition for an election (case no. 15-RC-8828) among the Aramark bargaining unit. The Region did not set the case for hearing, did not issue an order to show cause and did not notify Local 166 that it was holding the petition in abeyance.

**F. The Region dismissed Local 166's election petitions**

On May 20, 2010, the Regional Director issued decisions dismissing each of the petitions that Local 166 filed. The decisions are identical:

The investigation disclosed that the instant petition, seeking an election among the Employer's employees in the proposed bargaining unit described in the petition, was filed at a time when the Employer was obligated, pursuant to the resolution of an unfair labor practice investigation, to bargain with Local 166, Southwest Regional Joint Board, Workers United – SEIU (Local 166). In this regard, charges were filed against the employer by Local 166 regarding this bargaining unit. Local 166, which has represented these employees through numerous successive contract, disaffiliated from UNITE HERE, and became an affiliate of Workers United-Service Employees International Union, in March 2009. The charges alleged that after the change in affiliation, the Employer refused to grant access to Local 166 and refused to bargain with Local 166 for a successor collective-bargaining agreement. During the investigation, the Employer asserted that it was refusing to bargain with Local 166 because of competing, unresolved claims by Local 166 and UNITE HERE regarding representation of the Unit.

After an extensive investigation, I concluded that there was sufficient continuity of representation so that Local 166 remains the Section 9(a) representative of the employees in the bargaining unit. Thus, I found sufficient evidence to warrant issuing a complaint to allege that the Employer violated the Act by making unilateral changes such as refusing to allow Local 166 representatives access to the Employer's facility and refusing to meet and bargain with Local 166 for a new collective-bargaining agreement.

Consequently, I have determined that there is no Question Concerning Representation at this time. When an employer has unlawfully refused to recognize and bargain with an incumbent labor organization, employee disaffection evidenced during the course of such conduct will be presumed to be caused by that conduct, and the resulting bargaining obligation will bar a challenge to the incumbent's majority status. Lee Lumber and Building Material Corp., 334 NLRB 399 (2001). I am, therefore, dismissing the petition, subject to reinstatement in the event that the allegations contained in the complaint are found to lack merit.

(emphasis added).<sup>5</sup>

## **ARGUMENT**

The NLRB permits review of a Regional Director's administrative dismissal of a representation petition upon one of the following grounds:

- (1) That a substantial question of law or policy is raised because of (i) the absence of, or (ii) a departure from, officially reported Board precedent.
- (2) That there are compelling reasons for reconsideration of an important Board rule or policy.
- (3) The request for review is accompanied by documentary evidence previously submitted to the Regional Director raising serious doubts

---

<sup>5</sup> On May 27, 2010, the Regional Director reissued her letter dismissing the petition involving Aramark because the Region mistakenly failed to serve the May 20, 2010 letter on the undersigned.

as to the Regional Director's factual findings, thus indicating that there are factual issues which can best be resolved upon the basis of the record developed at the hearing.

- (4) The Regional Director's action is, on its face, arbitrary or capricious.
- (5) The petition raises issues which can best be resolved upon the basis of a record developed at a hearing.

29 C.F.R. § 102.71(a). Review is warranted here for three related reasons. First, the Region's administrative investigation was so inadequate as to be arbitrary. The Region did not issue orders to show cause in connection with either representation petition filed by Local 166 and did not permit Local 166 to present witnesses in connection with the unfair labor practice investigation. Second, the threshold factual issue in these cases – whether Local 166 disaffiliated from UNITE HERE or remains affiliated with UNITE HERE -- can best be resolved upon the basis of a record developed at a hearing. Third, the Region's uncritical acceptance of the Joint Board's claim that Local 166 disaffiliated from UNITE HERE conflicts with NLRB v. Financial Institution Employees, 475 U.S. 192 (1986); The Raymond F. Kravis Center, 351 NLRB 143 (2007); and Tawas Industries, Inc., 336 NLRB 318 (2001) and is arbitrary.

**A. The Regional Director did not take evidence from Local 166**

The Regional Director concluded that Local 166 disaffiliated from UNITE HERE and affiliated with Workers United/ SEIU: “Local 166, which has represented these employees through numerous successive contracts, disaffiliated from UNITE HERE, and became an affiliate of Workers United-Service Employees International Union, in March

2009.” This is the key factual finding on which the Regional Director’s decision to dismiss Local 166’s petitions pivots.<sup>6</sup> If the Regional Director had made the opposite determination – that Local 166 remained affiliated with UNITE HERE – then the remainder of the Regional Director’s decisions would be baseless. There would be no basis for dismissing these petitions because UNITE HERE Local 166 filed the petitions and is entitled to representation elections to obtain certifications.

The Region did not conduct a thorough investigation of this question. The Region did not issue orders to show cause in connection with either representation petition that Local 166 filed. The Region did issue an order to show cause in connection with the RM petition that Loews filed, and after receiving the parties’ responses, the Region scheduled a hearing. This shows that the parties’ responses did not resolved factual questions. However, the Region later cancelled the hearing, explaining that it would resolve the issues through its unfair labor practice investigation. This action conflicted with the General Counsel’s specific instructions that, in the context of the UNITE HERE/ SEIU dispute, representation petitions should be resolved before unfair labor practice charges are investigated. See Memorandum OM-09-81 (August 3, 2009), at 1 (“For unfair labor practice cases described as Type 1 in OM 09-81, i.e. those cases where there is also a pending R case, Regions should continue to defer final action for the resolution of the

---

<sup>6</sup> There are other factual errors in the Region’s dismissal letter. For example, it is not true that Local 166 has represented the employees in the Loews bargaining unit “through numerous and successive contracts.” The first and only contract between Local 166 and Loews is the contract that ran from 2004 to 2009.

related R case.”); Memorandum OM 09-68 (June 18, 2009), at 2 (stating that in bargaining units where there is both ULP charges and RM petitions, “the Region should fully investigate the charge but delay implementation of its determination pending the resolution of the issue raised by the petition.”; “Again, to avoid having the General Counsel determine what is essentially a representational issue, a Region having a charge or charges in these circumstances, while investigating the charge(s) fully, should not implement its determination in the charge(s) at this time.”).

There is another reason that the Region cannot fairly base its conclusions on the investigation of the Joint Board’s unfair labor practice charges. Local 166 was denied the opportunity to present witnesses to the Region in connection with that investigation.

**B. The Region should have held a fact-finding hearing**

In AmeriHealth, Inc./AmeriHealth HMO, 326 NLRB 509 (1998), the Board reviewed a representation petition that was dismissed administratively. The Board held that a hearing should have been held because the decision to dismiss “relie[d] so heavily on the full factual context of the relationship.” Id. at 510. The Board explained why a hearing was necessary:

We find that the best way for us to assess the total factual context here is to provide for the full development of the record through a hearing. In a hearing, the Board will be presented not only with the documentary evidence which was submitted in the Notice to Show Cause stage of this proceeding, but also with evidence adduced through the direct and cross-examination of witnesses.

Id. at 509; see also Arden Elec., Inc., 263 NLRB 318, 318 (1982) (directing hearing on preliminary question whether a multiemployer unit existed); St. Gobain Abrasives, Inc., 342 NLRB 434, 434 (2004) (“[I]t is not appropriate to speculate, without facts established in a hearing, that there was a casual relationship between the conduct and the disaffection.”) Just as in AmeriHealth, Inc. and Arden Electric, the threshold question whether Local 166 remains affiliated with UNITE HERE or disaffiliated from UNITE HERE and joined Workers United requires examination of the “total factual context.”

It is true that in the context of the UNITE HERE/ Workers United dispute, many RM petitions have been resolved without holding hearings. But Local 166’s situation is unique. In other cases, Regions looked to the position taken by the local union’s officers to determine whether the local union remained affiliated with UNITE HERE or had joined Workers United. It is undisputed that since at least 2007, Local 166 has not had any elected officers who could have determined its course.

The parties’ responses to the order to show cause issued in connection with Loews’s RM petition also demonstrate why a hearing is needed on this issue. Local 166 demonstrated that it was placed in trusteeship in accordance with the procedures set out in UNITE HERE’s Constitution. In contrast, the Joint Board explained its theory why Local 166 had disaffiliated from UNITE HERE as follows:

On March 7, 2009, the SWRJB’s [the Joint Board] executive board voted to disaffiliate from UNITE HERE, to reunite with *other* disaffiliating unions in a new union, Workers United and to affiliate the new union with SEIU. The SWRJB took Local 166 with it into these new relationships. A petition signed by forty-three Loews unit members in March 2009 indicates that unit members supported the Joint Board’s actions in this regard. The Joint

Board called meetings of members at Local 166 worksites, including the Loews, for May 7, 2009. Members were informed of the meeting by posting in the usual way. The notice described the agenda for the meeting, saying “THERE WILL BE A VOTE TO DISAFFILIATE FROM UNITE HERE.” The meeting was scheduled to last for six hours to allow the participation of workers assigned to various shifts. Attendance at the meeting was typical of other meetings of unit members at the Loews. The members in attendance voted unanimously to disaffiliate from UNITE HERE.

SWRJB Resp. to OSC, at 6-7.

The Joint Board’s response raises more questions than it answers. None of these three events – the March 7 meeting, the petition, or the May 7 meeting -- proves that Local 166 took official action to disaffiliate from UNITE HERE. Local 166 did not participate in the Joint Board’s March 7 meeting. Local 166 did not have any elected officers or elected delegates to the Joint Board. The meeting was held in Dallas, far from where Local 166’s members live, and no members of Local 166 participated in the meeting. Gonzalez Dec. ¶ 3.

A petition signed by 43 employees is not evidence that the bargaining unit membership chose to disaffiliate. There are a total of about 325 employees in the two bargaining units (150 at Loews and 175 at Aramark).

The Joint Board also claims that a vote was held at a local membership meeting on May 7, 2009. In response to the order to show cause, the Joint Board submitted a notice for the meeting, a sign in sheet, and minutes for the meeting. The notice states that the election would be held from 10 a.m. until 4 p.m., but the minutes show that the meeting was convened at 1 p.m. and adjourned at 3 p.m. The sign-in sheet shows that only eight

employees from the “New Orleans Convention Center” attended. In addition, employees were not given notice of the meeting. Wilson Dec. ¶¶4-6; Martin Dec. ¶ 4, Exhs.

B, C, D.

**C. The Region did not decide whether Local 166’s supposed disaffiliation from UNITE HERE was “effected through the proper channels”**

The dispute over Local 166’s affiliation will not be resolved by reference to the NLRA because the NLRA does not govern disputes over unions’ affiliation with and/or disaffiliation from parent organizations. “[A]ffiliation or disaffiliation decisions involve essentially internal union matters: matters that are to be governed by the union’s own procedures.” Tawas Industries, Inc., 336 NLRB 318, 319 (2001). The Board requires employers to continue recognizing incumbent unions when structural changes such as mergers and affiliations are accomplished in accordance with the union’s internal governing documents. See, e.g., The Raymond F. Kravis Center, 351 NLRB 143, 143 (2007) (“The merger was conducted in accordance with the International Union’s constitution.”). Conversely, the Board will order an employer to disregard an announced disaffiliation that is not conducted in accordance with the union’s internal laws. See, e.g., Tawas Industries, 336 NLRB at 319-320 (“[W]here disaffiliation decisions are concerned, form is substance: for such a disaffiliation to have legal substance – for it to be a disaffiliation – it must be effected through the proper channels.”). This is not simply a policy choice of the Board. It is grounded in the Supreme Court’s instruction that the Board exceeds its statutory authority when it imposes rules concerning how unions make

decisions about affiliation and disaffiliation: “While the Board is charged with responsibility to administer this procedure [for NLRB elections], the Act gives the Board no authority to require unions to follow other procedures in adopting organizational changes.” NLRB v. Financial Institution Employees, 475 U.S. 192, 204 (1986) (“Seattle First”). Such rules would “violate[] the policy Congress incorporated into the Act against outside interference in union decision-making.” Id. This means that the Board has no discretion to disregard UNITE HERE’s and Local 166’s internal governing documents.

The Board followed this principle in Tawas Industries. That case involved an employer that refused to bargain with the UAW after the formerly independent union that represented its employees affiliated with the UAW. The employer claimed that the union had disaffiliated from the UAW, and pointed to a petition presented by a majority of the bargaining unit. The Board held that the petition did not bring about the union’s disaffiliation because the union’s constitution and bylaws did not permit the decision to disaffiliate to be made by a petition:

[A]s a purported disaffiliation, this showing failed. Because disaffiliation, like affiliation, reorganizes the legal and institutional relationships between a union and another labor organization, it must be the official action of the labor organization. Generally, such decisions are carried out in accordance with formal, internal procedures, contained in the union constitution and bylaws: a membership meeting and a vote, for example.

Id. at 319.

The Board’s decision in Tawas Industries, together with the reasoning underlying the Seattle First and Kravis decisions, means that when the Board is faced with a case

arising out of a union's affiliation or disaffiliation, the first step in the Board's analysis must be to determine whether that decision to affiliate or disaffiliate was made in accordance with the union's own internal governing rules. In most cases, this will be a simple determination because the action will not be contested. But, in cases like Tawas Industries or the UNITE HERE/ SEIU dispute where a local union's affiliation is in dispute, the Board must resolve first this question. The Board cannot presume that the Joint Board's claim that Local 166 changed its affiliation from UNITE HERE to Workers United is valid.

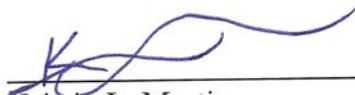
There is no way to square the Region's uncritical acceptance of the Joint Board's claim that Local 166 disaffiliated from UNITE HERE with the reasoning of Seattle First, Kravis and Tawas Industries. The proclaimed disaffiliation from UNITE HERE was not an official action just because it was announced by some officers of the Joint Board. An uncritical acceptance of the Joint Board's position is tantamount to holding that the Board may make rules about whether UNITE HERE's affiliates may disaffiliate from UNITE HERE without regard for the governing rules set out in UNITE HERE's Constitution and Local 166's bylaws. That is precisely what caused the Supreme Court to overturn Board doctrine in Seattle First and what promoted the Board's reversal of its own precedent in Kravis.

## CONCLUSION

For all of the foregoing reasons, the Board should reverse the Regional Director's decisions dismissing the UNITE HERE Local 166's representation petitions and order further processing of the petitions.

Dated: June 16, 2010

Respectfully submitted,



---

Kristin L. Martin  
DAVIS, COWELL & BOWE LLP  
595 Market Street, Suite 595  
San Francisco, California 94105  
(415) 597-7200

### Attachments:

Declaration of Scott Cooper  
Declaration of William Gonzalez  
Declaration of Kristin L. Martin  
Declaration of Greg Wilson

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **UNITE HERE LOCAL 166's REQUEST FOR REVIEW OF REGIONAL DIRECTOR'S DECISION DISMISSING CASE NOS. 15-RC-8821 AND 15-RC-8828; DECLARATION OF SCOTT COOPER (Exh. A-F); DECLARATION OF WILLIAM GONZALEZ; DECLARATION OF KRISTIN L. MARTIN (Exh. A-D); and DECLARATION OF GREG WILSON**, were filed using the National Labor Relations Board on-line E-filing system on the Agency's website and copies of the aforementioned were thereafter served upon the following parties via email on this 16<sup>th</sup> day of June, 2010 as follows:

M. Kathleen McKinney, Regional Director  
National Labor Relations Board  
Region 15  
600 South Maestri Place, Seventh Floor  
New Orleans, LA 70130

Ira Katz  
WORKERS UNITED/SEIU  
31 West 15<sup>th</sup> Street  
New York, NY 10011  
<Ira.katz@workersunitedunion.org>

Scott A. Mayer, Labor and Employment Relations  
ARAMARK  
ARAMARK Tower  
1101 Market Street  
Philadelphia, PA 19107-2988  
<Mayer-scott@aramark.com>

Matt Wakefield  
BALLARD ROSENBERG GOLPER & SAVITT, LP  
500 North Brand Blvd., 20th Floor  
Glendale, CA 91203  
<mwakefield@brgslaw.com >



Reiko Ross, Assistant to Kristin L. Martin