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March 22, 2011

VIA OVERNIGHT MAIL

Lester A. Heltzer, Executive Secretary
National Labor Relations Board
1099 14th Street, NW
Washington, DC 20570

RE: Southwest Regional Council of Carpenters, et al (IMAC Construction)
Case Nos.: 21-CB-14939, et al.

Dear Executive Secretary:

The Charging Party Employer objects to the settlement in the above-captioned matter for the reasons set forth in the attached letter. The settlement should be modified accordingly to better effectuate the Act.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Thomas A. Lenz
TAL:jyy

Enclosure

cc: Region 21
DeCarlo, Connor & Shanley
Barry J. Kearney
Client

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United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL
Washington, DC 20570

Division of Advice
(202) 273-3800

March 18, 2011

Thomas A. Lenz, Esq.
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

RE: Southwest Regional Council of Carpenters, et al. (IMAC Construction), Cases 21-CB-14939, et al.

Dear Mr. Lenz:

Pursuant to the Board's Statements of Procedure 101.9(c)(2), Region 21 referred the proposed unilateral formal settlement stipulation in this case for the General Counsel's review. On behalf of the General Counsel, I have reviewed the stipulation. For the following reasons, I have on this date approved the stipulation and forwarded it to the Board for approval.

The stipulation provides for entry of a Board order and court judgment and also remedies all substantive allegations in the Amended Consolidated Complaint with appropriate broad cease and desist orders, certain affirmative obligations, and the posting of a Notice.

Region 21 provided the Charging Party with an opportunity to sign this stipulation or to submit objections. On behalf of the Charging Party, you raised a number of objections to the settlement. I have concluded that none of those objections should block Board consideration of this appropriate settlement. First, the Charging Party objects to the failure of this settlement to reference prior formal settlements and related orders in other closed cases involving the Carpenters, IMAC, and others. Although the previous IMAC settlement is relevant to whether the Respondent's conduct in these cases constitutes contempt of a prior formal settlement, those prior settlements are otherwise irrelevant to the validity of the instant settlement.

Second, the Charging Party contends that the settlement appears limited to the site of the misconduct at issue, the Temple Judea construction site. However, the settlement proscribes certain specified conduct, and those proscriptions are not limited to any particular location. Third, although paragraph 16's statement that the stipulation "does not in any way affect Respondents' rights to engage in legal conduct" is superfluous, it does not

make the settlement inappropriate. Fourth, since the stipulation includes consent to the entry of a Board Order and a court judgment enforcing the Board Order, I believe that the Region appropriately agreed to the inclusion of a non-admission clause.

With respect to the Charging Party's claim that internet posting should be required in this case, we note that the notice-posting provisions of the settlement require that notices be "distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means" if the Respondents "customarily communicate" with employees and members by such means.

Finally, the Charging Party contends that because the Respondents are recidivists, the settlement should provide stronger remedies, including a concession that contempt is appropriate upon violation of the terms, a clear waiver of defenses to contempt, terms that will impose monetary remedies, and the possibility of jail time. Nonetheless, given the full remedy achieved by the proposed stipulation, I believe it should be approved.

After due consideration, I believe that the proposed stipulation provides a full remedy and avoids unnecessary litigation. Accordingly, I have approved the stipulation and forwarded it to the Board with a recommendation that it be approved.

If you choose, you may file with the Board a statement in support of objections to the stipulation. Any such objections must be filed within seven days of this date. They should be addressed to:

Lester A. Heltzer, Executive Secretary
National Labor Relations Board
1099 14th St. NW
Washington, DC 20570

Sincerely yours,

Barry J. Kearney

Barry J. Kearney
Associate General Counsel
Division of Advice

cc: Dan Shanley, Esq.
Jody Borrelli, Esq.
Desmond Lee, Esq.
Region 21

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