UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SMITH'S FOOD & DRUG CENTERS, INC.
d/b/a FRY'S FOOD STORES

and **Case 28-CA-22836**

KAREN MEDLEY, an Individual

and **Case 28-CA-22837**

KIMBERLY STEWART, an Individual

and **Case 28-CA-22838**

ELAINE BROWN, an Individual

and **Case 28-CA-22840**

SHIRLEY JONES, an Individual

and **Case 28-CA-22858**

SALOOMEH HARDY, an Individual

and **Case 28-CA-22871**

JANETTE FUENTES, an Individual

and **Case 28-CA-22872**

TOMMY FUENTES, an Individual

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 99

and **Case 28-CB-7045**

KIMBERLY STEWART, an Individual

and **Case 28-CB-7047**

ELAINE BROWN, an Individual

and **Case 28-CB-7048**

KAREN MEDLEY, an Individual

and **Case 28-CB-7049**

SHIRLEY JONES, an Individual

and **Case 28-CB-7058**

SALOOMEH HARDY, an Individual

and **Case 28-CB-7062**

JANETTE FUENTES, an Individual

and **Case 28-CB-7063**

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ACTING GENERAL COUNSEL'S BRIEF IN SUPPORT OF EXCEPTIONS

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ACTING GENERAL COUNSEL'S
BRIEF IN SUPPORT OF EXCEPTIONS

I. INTRODUCTION

This case presents a straight-forward issue: Whether the Board will interpret the language of a dues check-off authorization strictly for what it says, or will the Board afford the check-off language the belated interpretation given to it by the Respondent Union when it was confronted with unanticipated attempts by certain of its members to revoke their dues authorizations or to resign their membership with the Union. During a six-month period in 2009, employees of Respondent Employer who had previously executed check-off authorization forms attempted to revoke them. Some of the same employees, as well as other employees of the Respondent Employer, resigned their Union memberships during the same period. Notwithstanding the ambiguous language of the revocations and resignations, the Respondent Union continued to enforce the check-off authorizations by soliciting and receiving from Respondent Employer amounts withheld as dues from its employees.

II. BACKGROUND

Respondent Union and Respondent Employer were parties to a collective-bargaining agreement that was in effect by its terms from October 26, 2003, to October 25, 2008 (the 2003 CBA), and which included a provision describing the dues' check-off procedure to be followed by Respondents. (GCX 5) According to Article 15 of the 2003 CBA, Respondent Union was charged with notifying Respondent Employer if an employee, in writing, had voluntarily agreed to initiate or cancel the check-off of his or her dues:

> The Employer will deduct an amount equivalent to dues, assessments (provided such assessments are not used to fund any economic activity or anti-company publicity against the Employer) and initiation fees each week from the wages of the employees who voluntarily authorize such deductions in writing, and will forward same to the union monthly during the term of this Agreement unless the

authorization is canceled in writing by the employee to the Union and the Union notifies the Employer. No deduction will be made on any employee until receipt by the Employer of a signed copy of a voluntary deduction authorization.

The Union agrees to submit to the Employer a list of employees' names and deduction amounts for the current month no later than the first day of each month.

The Union shall indemnify and hold harmless the Employer against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the Employer for the purposes of complying with this Article.

* * *

Regarding the check-off authorization itself, Respondent Union has used the following form since the early 1990s:

This Check-Off Authorization and Agreement is separate and apart from the Membership Application and is attached to the Membership Application only for convenience.

CHECK-OFF AUTHORIZATION

To: Any Employer under contract with United Food and Commercial Workers Union, Local 99, AFL-CIO

You are hereby authorized and directed to deduct from my wages, commencing with the next payroll period, an amount equivalent to dues and Initiation fees as shall be certified by the Secretary-Treasurer of Local 99 of the United Food and Commercial Workers Union, AFL-CIO, and remit same to said Secretary-Treasurer.

This authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union. This authorization and assignment shall be irrevocable for a period of one (1) year from the date of execution or until the termination date of the agreement between the Employer and Local 99, whichever occurs sooner, and from year to year thereafter, unless not less than thirty (30) days and not more than forty-five (45) days prior to the end of any subsequent yearly period I give the Employer and Union written notice of revocation bearing my signature thereto.

The Secretary-Treasurer of Local 99 is authorized to deposit this authorization with any Employer under contract with Local 99 and is further authorized to transfer this authorization to any other Employer under contract with Local 99 in the event that I should change employment.

(Tr. 165)

On or before the October 25, 2008, termination date of the 2003 CBA, Respondents entered into eight written agreements between October 25, 2008, and October 4, 2009, that extended the 2003 CBA for durations of between 28 and 62 days. (GCX 6) The last extension expired at midnight on October 31, 2009. (GCX 6) On November 12, 2009, the parties signed a Memorandum of Understanding in which they agreed to the terms of a successor collective-bargaining agreement. (GCX 6)

Between June 29, 2009, and the execution of the Memorandum of Understanding on November 12, 2009, approximately 561employees resigned their Union memberships and approximately 198 employees sought to revoke the check-off authorizations that they previously had executed. (GCX 7, Bates 2315-2338)

At least 44 employees who sought to revoke their check-off authorizations between June 29, 2009, and November 12, 2009, submitted a written revocation request both to Respondent Union and to Respondent Employer. These employees are listed in attached "Table 1."

In response to requests by these employees to resign their Union memberships or to revoke their check-off authorizations, Respondent Union sent letters to these employees that informed them that their attempts to revoke their authorizations were untimely in that authorizations could only be revoked during a 15-day window period 30 to 45 days from the employee's anniversary date of signing the authorization. These letters either provided members with the dates of the specific escape period or offered to provide them with these dates upon request. None of these letters contained any information about revoking authorizations at the termination of the collective-bargaining agreement. Notwithstanding the

failure to include such information in its letters, Respondent Union contended during the period members were attempting to revoke authorization or resign from membership that with respect to revocation at the expiration of the collective-bargaining agreement, such revocation would have been timely only if it had taken place during a 30 to 45 day period prior to the expiration of the contract. In this sense the window period for pre-contract expiration was analogous to that of pre-anniversary date revocation. Of course, this contention, is unsupported by the clear language of the dues check-off authorization agreement, which applies a window period only to revocation at the anniversary date and leaves members free to revoke at any time after the expiration of the applicable collective-bargaining agreement.

In keeping with this novel interpretation of the authorization language, Respondent Union refused to honor member requests to revoke authorizations or honor resignations as revocations of authorization. Respondent Employer continued to deduct money from their wages and remit this money to Respondent Union, and Respondent Union continued to receive, accept, and retain this money. (GCX 7, Bates 2339-2741)

III. ANALYSIS

A. The ALJ Erred as a Matter of Law by Concluding that Employees Do Not Have a Distinct Right To Revoke Their Check-Off Authorizations at the Termination of an Applicable Collective-Bargaining Agreement.

The first principle integral to this case is that employees have a right to revoke their check-off authorizations both at the one-year anniversary of the signing of a dues check-off authorization and at the expiration of an applicable collective-bargaining agreement. *Atlanta Printing Specialties and Paper Products Union Local 527, AFL-CIO (The Mead Corp.)*, 215 NLRB 237, 237 (1974), enfd. 523 F.2d 783 (5th Cir. 1975) (interpreting Section 302(c)(4) of the Act to "guarantee [to] an employee <u>two distinct rights</u> when he executes a checkoff

authorization under a collective-bargaining agreement: (1) a chance at least once a year to revoke his authorization, and (2) a chance upon the termination of the collective-bargaining agreement to revoke his authorization") (Emphasis added).[1] In enforcing the Board's order, the Fifth Circuit added that, "Whatever the rationale [for enacting Section 302(c)(4)], Congress provided for revocation at two distinct times: on the anniversary of the authorization, and at the termination of the collective bargaining agreement. In view of the clear statutory language and in view of the Supreme Court's decision in *Felter*, we hold that Section 302(c)(4) guarantees employees an opportunity to revoke dues checkoff authorizations at the expiration of each collective bargaining agreement." *NLRB v. Atlanta Printing Specialties Paper Products Union 527, AFL-CIO*, 523 F.2d 783, 788 (5th Cir. 1975) (citation omitted).

There is no violation of Section 302(c)(4) if check-off authorizations are irrevocable for stated periods and automatically renewed for like periods, as long as employees are accorded an opportunity to revoke their authorizations at least once a year and at the termination of any applicable collective-bargaining agreements. Thus, a union, as in the instant case, may provide for a window period during which revocation of authorization will be appropriate. *Frito-Lay, Inc.*, 243 NLRB 137, 138 (1979).

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[1] Sections 302(a) and 302(b) of the Labor Management Relations Act prohibit an employer from paying, lending, or delivering, or agreeing to pay, lend, or deliver, any money or other thing of value to any representative of the employer's employees. 29 U.S.C.A. §§ 186(a) and (b). Section 302(c), in turn, describes the exceptions to these prohibitions, including the check off of union dues, while Section 302(c)(4) places limits on the irrevocability periods of these check offs:

> The provisions of this section shall not be applicable . . . with respect to money deducted from the wages of employees in payment of membership dues in a labor organization: *Provided*, That the employer has received from each employee, on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner;

29 U.S.C.A. § 186(c)(4).

The ALJ misconstrues these principles. For example, as he set forth the "facts" as they pertained to the resignations of employees' Union memberships, the ALJ wrote:

> Applying the checkoff-authorization form in the context of the October 26, 2003, to October 25, 2008 collective-bargaining agreement, every employee who signed an authorization during that contract could revoke the authorization during the window periods preceding the yearly anniversary date that the employee signed the authorization. In addition, employees who signed authorizations during the last year of the contract could revoke their authorizations upon the expiration of that contract.

(ALJD at 6, ll. 24-29). The ALJ relied on the same incorrect assertion to find that the check-off authorization language was not ambiguous:

> But I have already concluded [that] the authorizations were sufficiently clear to allow each employee who signed an authorization during the 2003-2008 contract the opportunity to revoke the authorization during the window periods preceding the yearly anniversary date that the employee signed the authorization. In addition, employees who signed authorizations during the last year of the contract could revoke their authorizations upon the expiration of that contract.

(ALJD at 10, ll. 7-13).

The ALJ has it partially correct in that authorizations may be revoked by all during the window periods immediately preceding their individual anniversary dates, but he misses the critical issues in this matter and that is that authorizations may also be revoked by *all members* at *any time* after the expiration of the applicable collective-bargaining agreement, in this case, after October 25, 2008. He is totally incorrect in implying that the language of the authorization sets forth any window period with respect to the October 25, 2008, termination date. Only the tortured and after-thought interpretation now expounded by Respondent Union affords the ALJ any basis for finding a window period when none exists in the plain language of the authorization agreement.

Similarly, further evidence of the ALJ's failure to recognize employees' two distinct rights to revoke their check-off authorizations is the ALJ's conclusion that unless employees revoked them during the escape period preceding each anniversary of their execution, the revocations were "untimely." Although it is true that the revocations were "untimely" in the sense that no employee revoked during the anniversary-date window period, the ALJ again fails to recognize employees' separate right to revoke the same check off after October 25, 2008, the expiration of the contract.

In view of the ALJ's application of the incorrect legal standard, even if the ALJ's conclusion that the check-off language is not ambiguous -- which the General Counsel disputes -- were true, this conclusion would be, at best, materially incomplete because it would not consider whether the check-off language was sufficiently clear to afford employees who signed a check off at any time before October 25, 2007, their right to revoke the same check off after October 25, 2008.

B. The ALJ Erred by Failing to Find that Respondent Union's Unlawful Application of the Check Off Language Resulted in Employees' Check Offs Becoming Revocable at Will after October 25, 2008.

Without explanation or analysis, the ALJ tautologically decreed that the check-off language was not ambiguous because he had "concluded [that] the authorizations were sufficiently clear to allow each employee who signed an authorization during the 2003-2008 contract the opportunity to revoke the authorization during the window periods preceding the yearly anniversary date that the employee signed the authorization."

Contrary to the ALJ's conclusion, however, the evidence shows that Respondent Union applied the check-off language unlawfully by refusing to honor employees' check-off revocations effectuated after October 25, 2008. Put another way, Respondent Union denied

employees their right to revoke a check off after the termination date of the 2003 CBA on October 25, 2008.

Initially, the ambiguity of the check-off language is brought into play solely because Respondent Union is now attempting to give it a meaning that was never intended -- that it set a window period for withdrawal 30-45 days prior to the expiration of the contract (a period of time, by the way, during which Respondent Union was attempting to negotiate a new agreement and solidarity of membership was most critical; a period time during which notice to the Respondent Employer that mass resignation or dues deauthorization would have had its maximum devastating effect). The clearest and the most straightforward reading of the check-off language would appear to be the following: When an employee signs a check off, the check off is irrevocable until one of two events occurs: one year elapses or the termination date of the collective-bargaining agreement is reached. If one year elapses first, the check off automatically renews the irrevocability period for another year. At the end of the second year, and at the end of every yearly period thereafter, the check off again automatically renews itself unless the employee revokes it during the 15-day window period 30 to 45 days before an anniversary of the employees' execution of the check off. If the termination date of the collective-bargaining agreement is reached first, the check off renews only if a new check-off authorization is signed or a applicable new agreement is signed. At the end of the second year, and at the end of every yearly period thereafter, the check off again automatically renews itself unless the employee revokes it during the 15-day window period 30 to 45 days before an anniversary of the termination date of the collective-bargaining agreement in effect at the time the employee signed the check off.

Respondent Union's actions demonstrate that this was precisely the interpretation that it had always and continued to give the language, except in these proceedings. If the Union's proposed interpretation were accepted, then all members would have been required to tender their revocations 30-45 days prior to the expiration of the contract, October 25, 2008. Failure to do so would have resulted in automatic renewal of authorizations for one year. But, of course, nothing of the sort happened. The Union neither changed the anniversary date or the anniversary escape period of employees who failed to revoke during this invented "window period" prior to October 25, nor contemplated nor informed employees that the anniversary or escape period would be changed. For example, none of the letters that the Union sent to employees in response to member who attempted to revoke after October 25 mentioned anything about new anniversary dates, new escape periods, or the possibility of revoking check offs at any time other than during the 15-day escape period preceding an anniversary of the employee's execution of the check off. To the contrary, these letters affirm that the Respondent Union considered the anniversary of an employee's execution of the check off to be unchanged.

What is clear, therefore, is that pursuant to *Atlanta Printing*, supra, and Section 302(c)(4) of the Act, employees had the right to revoke their check offs after October 25, 2008, the termination date of the collective-bargaining agreement, regardless of the date on which an employee had executed the check off. It is also clear from the Union's written responses to the employees' requests to revoke their check offs that the Union did not apply any escape period to employees' requests to revoke check offs other than the 15-day period 30 to 45 days before an anniversary of an employee's execution of the check off, the only window period provided for in the authorization agreement. It is also clear that a revocation

period began at the termination date of the collective-bargaining agreement; October 25, 2008. Therefore, employees check offs became revocable at will after October 25, 2008, and the Respondent Union's failure to honor these check off revocations after this date violated the Act. The ALJ erred in not making this finding. *Food & Commercial Workers Local 1 (Big V Supermarkets),* 304 NLRB 952 (1991), enfd. 975 F.2d 40 (2d Cir. 1992) (union's refusal to honor revocation of check-off authorization violated Act where language in check-off authorization did not include limits on its revocation).

In addition, after those employees who, between June 25 and November 12, 2009, had sought to revoke their check-off authorizations, Respondent Union continued to submit their names, as well as the amounts to be deducted from their wages, to Respondent Employer via electronic tape. Respondent Union, therefore, engaged in numerous affirmative acts to cause Respondent Employer to continue to deduct certain amounts from employees' wages and remit them to Respondent Union. By doing so, Respondent Union violated Section 8(b)(2) of the Act. See *Woodworkers (Weyerhaeuser Co.),* 304 NLRB 100, 101 (1991) (finding "affirmative act" necessary to establish violation in respondent union's apparent forwarding of post-resignation letter to employer). The ALJ erred in not making this finding.

C. The ALJ Erred by Failing to Find that Respondent Union Violated the Act by Continuing to Accept, Receive, and Retain the Dues of Employees who Resigned Their Union Memberships When Employees' Check Offs Were Revocable at Will.

In *Electrical Workers IBEW Local 2088 (Lockheed Space Operations Co., Inc.),* 302 NLRB 322 (1991), the Board held that in a right-to-work state, to which category Arizona belongs, and where an employee had executed a check-off authorization, the employee's communication to the union of an intent to resign from union membership immediately extinguished the employee's obligation to continue to pay dues, notwithstanding the check-off

authorization's language that specified that the authorization would be irrevocable during particular periods of time:

> But the policies discussed above also make it reasonable for us to conclude that an employee who has promised only to pay union "membership" dues by checkoff for 1 year has not necessarily thereby obliged himself to continue paying such dues throughout that period -- i.e., to continuing assisting the union -- even when he is no longer a union member.
>
> * * *
>
> Accordingly, we will construe language relating to a checkoff authorization's irrevocability -- i.e., language specifying an irrevocable duration for either 1 year from the date of the authorization's execution or on the expiration of the existing collective-bargaining agreement -- as pertaining only to the method by which dues payments will be made so long as dues payments are properly owing. We shall not read it as, by itself, a promise to pay dues beyond the term in which an employee is liable for dues on some other basis.

Id. at 328-29. The Board in *Lockheed* then created a narrow and limited exception to its new rule that language in an employee's check-off authorization that limits its periods of revocability does not bind the employee to pay dues after the employee has resigned his or her union membership. The Board clarified that only if the check-off authorization clearly and unmistakably waived the employee's right to refrain from assisting the union would the union's continued acceptance, receipt, and retention of the deducted dues after the employee resigned his or her union membership be lawful:

> We will require clear and unmistakable language waiving the right to refrain from assisting a union, just as we require such evidence of waiver with regard to other statutory rights.
>
> * * *
>
> Explicit language within the checkoff authorization clearly setting forth an obligation to pay dues even in the absence of union membership will be required to establish that the employee has bound himself or herself to pay the dues even after resignation of membership. If an authorization contains such language, dues may properly continue to be deducted from the employee's earnings and turned over to the union during the entire agreed-upon period of

> irrevocability, even if the employee states he or she has had a change of heart and wants to revoke the authorization.

Id. at 328-29.

The evidence shows that about 561 of employees resigned their Union memberships between June 28, 2009, and December 12, 2009. Before they resigned, each employee, as noted above, had signed a check-off authorizing the Respondent Employer to deduct an amount equivalent to Union dues and initiation fees from the wages of the signatory employee and to remit this amount to the Union. According to *Lockheed*, then, the Union could not lawfully continue to accept, receive, or retain any amounts deducted from an employee's wages pursuant to the check-off authorization after the employee had resigned his or her Union membership unless each employee clearly and unmistakably waived his or her right to refrain from assisting the Union.

In this regard, the signed check-off authorizations state on their face that the "authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union." By itself, while this language may be sufficiently explicit and clear to set forth an employee's obligation to pay dues even in the absence of Union membership, the analysis does not stop at this point.[2] First, it is key to remember that, as discussed in detail above, all employees' check offs were revocable at will after the termination of the collective-bargaining agreement on October 25, 2008. Applying *Lockheed*,

[2] The General Counsel notes that in assessing whether employees clearly and unmistakably waived their right to refrain from assisting the Union when they signed check-off authorizations that specified that the authorizations were voluntary and not contingent on union membership, it is appropriate to consider that employees signed check-off authorizations that were ambiguous at best insofar as they arguably restricted the time periods during which employees could revoke the check offs, and to take notice of the principle that a contract's ambiguities are construed against the drafter of the contract, which in this case is the Respondent Union.

supra, to the instant case in this context, once an employee resigned his or her Union membership after October 25, 2008, the employee no longer had a duty to abide by the check off's terms that mandated paying dues unless the check off clearly set forth the employee's obligation to pay dues even in the absence of Union membership. If the check off contained this language, *Lockheed* required the employee to continue paying dues "to the union during the entire agreed-upon period of irrevocability . . . ." However, even assuming that the check offs at issue clearly set forth an employee's obligation to pay dues even in the absence of Union membership, employees who resigned nonetheless were not required to continue paying dues after their resignations because there no longer existed any "agreed-upon period of irrevocability" because the period of agreed check off expired with the termination of the collective-bargaining agreement. Therefore, contrary to the ALJ's assertion that "employees could achieve through resignation what they could not achieve through revocation," once the check offs became revocable at will, an employee's resignation of Union membership had the same effect as an employee's revocation of his or her check off: both resignation and revocation extinguished an employee's duty to continue to pay dues pursuant to the terms of the check off that the employee previously had executed. In sum, by continuing to accept, receive, and retain the dues of employees who resigned their Union memberships when employees' check offs were revocable at will, Respondent Union violated the Act.

D. The ALJ Erred by Failing to Find that Respondent Employer Violated the Act by Continuing to Deduct Money from the Wages of Employees Who Had Resigned Their Memberships in Respondent Union or Who Had Revoked Their Check-Off Authorizations and Remitting This Money to Respondent Union.

The ALJ failed to discuss whether Respondent Employer had violated the Act. In this regard, there is no dispute that even after Respondent Employer's employees had resigned

their memberships in Respondent Union between June 25 and November 12, 2009, Respondent Employer nonetheless continued to give effect to their check-off authorizations by continuing to deduct money from their wages and remitting this money to the Union. Respondent Employer thus violated Section 8(a)(1) and (2), as well as Section 8(a)(1) and (3), of the Act.

E. Respondents Have Not Been Deprived of Due Process.

In declining to substantively address one part of the General Counsel's brief, the ALJ accused the General Counsel of failing to accord Respondents due process by allegedly "challeng[ing] the facial validity of the checkoff authorizations" even though the complaint did not allege that the checkoff authorizations were facially invalid or otherwise violated the Act themselves. [ALJD at 10, ll. 20-32] The agreements obviously are not facially invalid. If given the natural interpretation of the language of these agreements, they would be valid. What is unlawful is the effect that Respondents have given to these agreements. Contrary to the ALJ's assertion, the General Counsel did not argue that the check-off authorization agreement was facially invalid. In his brief to the ALJ, the General Counsel did argue that in the context of discussing whether an employee's resignation of Union membership concomitantly extinguished the employee's obligation to comply with a clause in the check-off authorization that restricted the employee's ability to revoke the authorization to certain time periods, that in assessing whether employees clearly and unmistakably waived their right to refrain from assisting the Union when they signed check-off authorizations that specified that the authorizations were voluntary and not contingent on union membership, it was appropriate to consider that employees signed check-off authorizations that unlawfully restricted—by failing to allow employees the right to revoke the authorization at the

termination of the CBA—the time periods during which the employees could revoke them. In this regard, the General Counsel also argued that it would be anomalous to conclude that employees clearly and unmistakably waived their right to refrain from assisting the Union when they agreed to have their dues deducted via unlawfully worded check-off authorizations.

The General Counsel's consideration of the policies underlying Section 302(c)(4) of the Act is not improper. In *Lockheed*, supra, for example, the Board found that the check off at issue in that case complied with the requirements of Section 302(c)(4) and favorably cited the Board's holding in *Atlanta Printing*, supra:

> We do not suggest that if the authorization did not so comply, Sec. 302(c)(4) would by itself provide the basis for the finding of an unfair labor practice. *Salant & Salant, Inc.*, 88 NLRB 816, 818 (1950). With respect to the question whether we should take account of policies underlying that section in deciding issues relating to checkoff under Sec. 8 of the Act, however, we think the better view is stated in *Atlanta Printing Specialties (Mead Corp.)*, 215 NLRB 237 (1974), enfd. 523 F.2d 783 (5th Cir. 1975), and by the dissent in *Frito-Lay, Inc.*, supra, 243 NLRB at 139-141, both finding that such consideration is appropriate. Compare 243 NLRB at 138-139 and fn. 2, and cases there cited. Certainly it makes sense to look at the history of Sec. 302(c)(4) in deciding how to construe a checkoff authorization so as to best effectuate Federal labor policies.

Electrical Workers IBEW Local 2088 (Lockheed Space Operations Co., Inc.), 302 NLRB 322, 325, 325 n.8 (1991).

IV. CONCLUSION

Based on the foregoing, the Board is respectfully requested to find that the ALJ erred in failing to find the violations alleged in the complaint, as set forth above, and to provide an appropriate remedy for said violations.

Dated at Phoenix, Arizona, this 31st day of May 2011.

/s/ Johannes Lauterborn
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Table 1

First Name	Last Name
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Michelle	Anaya
Ruby	Bordoli
Katrina	Bosco
Deanna	Bossom
Elaine	Brown
Debra S.	Burney
Jose	Castro
Samuel	Cortright
Philip C.	Cyr
Kristy	Dickenson
Sandra	Fear
Janette	Fuentes
Tommy	Fuentes
Delia H.	Garcia
Barbara A.	Gareau
Arlinda	Gonzales
Teresita	Hanaford
Saloomeh	Hardy
Steve	Hays
Shirley	Jones
Karen	Medley
Francesca	Mendoza
Brenda	Morgan
Theresa A.	Morris
Katrina	Morrison
Michael C.	Mote
Michael J.	Peterson
Johanna	Picone
Ann	Provateare
Allen	Roan
Michael D.	Ross
Mary	Ryan
Bonita	Russell
Robert L.	Samson, jr.
Karel	Schmersey
Carl	Schumacher
Judy	Seay
Kimberly	Stewart

Rudolfo (Rodolfo)	Tellez
Melissa	White
Ruth	White
Amanda	Worster