

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

PIGGLY WIGGLY MIDWEST, LLC

and

**Cases 30-CA-18574
30-CA-18575**

**UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL
1473**

**GENERAL COUNSEL'S
CROSS-EXCEPTIONS TO THE DECISION
OF THE ADMINISTRATIVE LAW JUDGE**

Submitted by:

Angela B. Jaenke, Counsel for General Counsel
National Labor Relations Board
Thirtieth Region
310 West Wisconsin Avenue, Suite 700
Milwaukee, Wisconsin 53203

General Counsel excepts to portions of the Decision of Administrative Law Judge David

I. Goldman as follows:

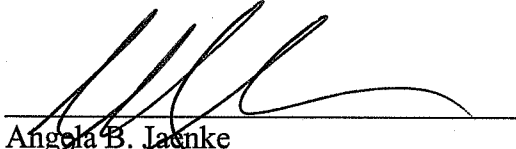
<u>Page</u>	<u>Lines</u>	<u>Exception</u>
24	28-40	The ALJ erred, as a matter of law and fact, by concluding that information requested in item 16 ¹ of the Union's December 17, 2009 information request, 1) would not be likely to reveal anything about the "right of reversion," 2) when read narrowly or broadly was not relevant to effects bargaining and, 3) that the Respondent's response to this request did not violated 8(a)(1) and (5).
24- 25 34	42-44 50-53 1-2 15-20	The ALJ erred, as a matter of law and fact, by concluding that the information requested in item 27 of the Union's December 17, 2009 information request, was not relevant to effects bargaining. Further, while the General Counsel agrees with the ALJ's conclusion that item 27 was relevant to the Union's determination of whether the franchisees were alter-egos, the ALJ erred, as a matter of law and fact, by failing to order the Respondent to produce the information in response to item 27, to the extent the information had not been produced.
25	16-24 40-42	While the General Counsel agrees with the ALJ's conclusion that the information requested in item 30 of the Union's December 17, 2009 information request was relevant to the Union's determination of whether the franchisees were alter-egos, the ALJ erred as a matter of law and fact, by concluding that item 30 was not relevant to effects bargaining.
26	8-17	While the General Counsel agrees with the ALJ's conclusion that the information requested in item 34 of the Union's December 17, 2009 information request was relevant to the Union's determination of whether

¹ The requests in the December 17, 2009 letter, referenced throughout these cross-exceptions, seeks the following information:

16. Identify amount(s) involved, reason(s) for, and date(s) of transfer of any funds between your company and the non-union company.
27. Regarding equipment transactions between your company and the non-union company identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
30. Identify those of the following services that are provided to the non-union company by or at your company.
 - (a) administrative
 - (b) bookkeeping
 - (c) clerical
 - (d) detailing
 - (e) drafting
 - (f) managerial
 - (g) other (sic)
34. Identify work your company performs on behalf of the non-union company.
39. Identify by job title and respective employment dates those employees of your company who are or have been employees at the non-union company.
63. Identify any contractual relationship between you[r] company and the non-Union company and provide all documentation of such relationship.

<u>Page</u>	<u>Lines</u>	<u>Exception</u>
		the franchisees were alter-egos, the ALJ erred as a matter of law and fact, by concluding that item 30 was not relevant to effects bargaining.
26	19-28 and fn. 1	The ALJ erred, as a matter of law and fact, by concluding that the Respondents failure and refusal to provide information in response to item 39 of the Union's December 17, 2009 violated 8(a)(1) and (5).
26 27	38-40 1-5	While the General Counsel agrees with the ALJ's conclusion that the information requested in item 63 of the Union's December 17, 2009 information request was relevant to effects bargaining and the Union's determination of whether the franchisees were alter-egos, the ALJ erred as a matter of law and fact, by failing to order in the remedy that items responsive to item 63 be provided, to the extent they have not already been provided.
34	15-16	While the General Counsel agrees with the ALJ's conclusion that the Respondent failed to provide the sales and franchise agreements, the ALJ erred, as a matter of law and fact, by failing to require the Respondents to provide the Union with the sales agreements, to the extent they have not already been provided.
34	15-16	While the General Counsel agrees with the ALJ's remedy that the Respondent failed to provide the sales and franchise agreements, the ALJ erred, as a matter of law and fact, by failing to conclude the sales and franchise agreement should have been provided to the Union as of the Union's November 5, 2009, letter.
27	7-49	The ALJ erred, as a matter of law and fact, in concluding that the Respondent did not delay in providing its response to the December 17, 2009 information request.

Respectfully submitted this 14th day of July, 2011.


 Angela B. Jaenke
 Counsel for General Counsel
 National Labor Relations Board
 Thirtieth Region
 310 West Wisconsin Avenue, Suite 700
 Milwaukee, Wisconsin 53203