

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

**LEE ENTERPRISES, INC.
d/b/a ARIZONA DAILY STAR**

and

Case 28-CA-23267

BRIAN PEDERSEN, an Individual

**THE ACTING GENERAL COUNSEL’S REQUEST FOR SPECIAL PERMISSION TO
APPEAL AND APPEAL FROM THE ADMINISTRATIVE LAW JUDGE’S
APPROVAL OF SETTLEMENT AGREEMENT**

Counsel for the Acting General Counsel (General Counsel) requests special permission to appeal to the Board the approval, by Administrative Law Judge Joel P. Biblowitz (ALJ), of the settlement agreement entered into by Lee Enterprises, Inc. d/b/a Arizona Daily Star (Respondent) and the Charging Party, Brian Pedersen (Pedersen), over the objection of the General Counsel, in the captioned matter. For the reasons more fully explained below, the General Counsel respectfully requests that Board reverse the ALJ and remand the case for a hearing on the allegations set forth in the Complaint.

I. BACKGROUND

A. The Unfair Labor Practice Charges and Complaint

On November 24, 2010, Pedersen filed an amended charge in this matter alleging, in part, that Respondent “has promulgated and/or maintained overly broad and discriminatory rules, orally, in writing, and in its employee handbook.”¹ (GC. 1(c)) Based upon the allegations in the amended charge, on April 29, 2011, a Complaint and Notice of Hearing

¹ In his both his original charge, filed on November 18, 2010, and his amended charge, Pedersen also alleged a variety of other 8(a)(1) allegations, including his suspension and discharge, which were dismissed by the Region.

(Complaint) issued alleging that Respondent has maintained the following provisions in its employee handbook, in violation of Section 8(a)(1) of the Act:

- CODE OF BUSINESS CONDUCT AND ETHICS

8. Confidentiality [page 11]

Employees must maintain the confidentiality of confidential information entrusted to them by the company or its customers, except when disclosure is authorized by the company's General or Corporate Counsel or required by laws or regulations. Confidential information includes all non-public information that might be of use to competitors, or harmful to the company or its customers, if disclosed. It also includes information that suppliers and customers have entrusted to us. The obligation to preserve confidential information continues even after employment ends.

- CODE OF BUSINESS CONDUCT AND ETHICS

10. Statements to the Public [at page 12]

Any employee who wishes to speak at a public event or submit an article for a publication in a trade magazine or other publication must obtain prior approval from his or her publisher and respective operating vice-president. While we recognize and support your right to engage in legal activities while you are not working, we also must be careful to (1) avoid the employee's position being mistaken for the position of the company, (2) avoid an interpretation that the company in any way endorses the employee's position, and (3) avoid a violation of any other policies of the company, including those related to conflict of interest and confidentiality of company property and information.

- PROTECTION OF SENSITIVE DATA POLICY [at page 20-21]

Sensitive Information

The protection of sensitive business information is vital to the interests and the success of the company.

Sensitive business information includes, but is not limited to, the following examples:

- Compensation Data

- Client/customer Data
- Personal employee information
- Financial information and pricing policies
- Marketing data, strategies, and research
- Pending projects and proposals for news stories
- Confidential news sources
- New personnel acquisition plans
- Business acquisition plans
- Operations methods
- Internally developed software and computer programs
- Advertising preprinted material (advertising inserts)
- Any other information deemed confidential or proprietary by the company
- Network and security infrastructure information

Employees are prohibited from disclosing sensitive business information without the express permission of the enterprise operating executive or an officer of Lee Enterprises, Incorporated. Employees who have questions about whether certain information is sensitive in nature should contact management as appropriate. Disclosure or improper use of sensitive business information can result in disciplinary action, up to and including termination of employment.

- SOLICITATION AND DISTRIBUTION OF MATERIALS [at page 25]

In the interest of efficiency and safety, employees of Lee Enterprises are prohibited from engaging in solicitation of any kind during working time. Employees are also prohibited from engaging in the distribution of non-business materials of any kind during working time in work areas.

Employees wishing to solicit or distribute non-business materials may do so only with approval from Human Resources.

(See Complaint, GC. 1(e))

At trial, the General Counsel was prepared to enter Respondent's employee handbook into evidence, attached hereto as Exhibit A. The handbook notes that it is divided into two sections, which "are equally important to you as an employee:" Section A, containing "those policies that are standard for all Lee Enterprises" employees, and Section B, containing

“policies that are specific to your location due to local and state requirements.” (Exhibit A, p.

2) All of the rules set forth in the Complaint are contained in Section A of the handbook, which apply nationwide to all Lee Enterprises employees, including those at the Arizona Daily Star. Respondent’s employees nationwide have electronic access to the handbook via Respondent’s intranet: <https://link.lee.net>. (Exhibit A, footer)

Because the four rules alleged as violations in the Complaint apply to employees of Lee Enterprises nationwide, not just those working at the Arizona Daily Star, as a remedy the General Counsel sought an order, in part, requiring Respondent to “post in all of Respondent’s facilities, on a basis where the associate handbook has been distributed and maintained, a notice to employees.” (GC. 1(c) p. 5)

B. The Settlement Agreement and Notice to Employees

In an effort to settle the case prior to hearing, the General Counsel forwarded to Respondent a proposed Informal Board Settlement Agreement and Notice to Employees. In accordance with General Counsel Memorandums GC 11-04 and GC 11-10, as well as Section 10146.7 of *Casehandling Manual, Part I, Unfair Labor Practice Proceedings*, the proposed Informal Settlement contained, in part, the following standard default language to ensure Respondent would fulfill its settlement obligations:

The Charged Party agrees that in case of non-compliance . . . after 14 days notice . . . of such non-compliance without remedy . . . the Regional Director will issue a complaint . . . Thereafter, the General Counsel may file a **motion for default judgment** with the Board . . . The Charged Party understands and agrees that all of the allegations of the aforementioned complaint will be deemed admitted . . . The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then . . . find all allegations of the complaint to be true and . . . issue an order providing a full remedy for the violations found as is customary to remedy such violations. The parties further agree that the U.S. Court of Appeals Judgment may be

entered enforcing the Board order ex parte, **after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.**

In the proposed Notice to Employees, the General Counsel included the below two paragraphs targeting the language alleged as unlawful in the Complaint with respect to Respondent's rules on confidentiality, sensitive information, and the solicitation and distribution of materials:

WE WILL NOT maintain or enforce rules labeling as confidential / sensitive information—employee compensation data, employee personal information, or all non-public information.

WE WILL NOT maintain or enforce rules requiring employees to seek approval from Human Resources before soliciting or distributing non-business materials.

C. Respondent's Proposed Settlement Agreement and Notice Approved by the ALJ

The hearing in this matter was scheduled to commence on June 27, 2011. Before the hearing opened, the ALJ met with the parties to discuss potential settlement. Respondent presented to the ALJ its own version of a proposed settlement agreement and notice, deleting the standard default language contained in the General Counsel's proposed informal settlement, and altering the notice. (R. 1) Respondent's proposed notice modifications (as set forth below in "underline" font) include language not contained in the handbook rules, and misstates the existing Board law by altering the standard Board language notice regarding approved solicitation:

WE WILL NOT maintain or enforce rules labeling as confidential/sensitive information—employee compensation data, employee personal information, or all non-public information with respect to an individual's communication about wages, hours, and working conditions.

WE WILL NOT maintain or enforce rules requiring employees to seek approval from Human Resources before soliciting or distributing non-business materials in non-work areas during non working time.

Respondent's proposed settlement also changed the name of the Respondent from "Lee Enterprises, Inc. d/b/a Arizona Daily Star" to "Star Publishing Co. d/b/a Arizona Daily Star."² Because the Complaint sought as a remedy a notice posting in all of Respondent's facilities, wherever the handbook had been distributed, the effect of the name change limits the notice posting to only those specific employees of the Star Publishing Company, as opposed to all employees of Lee Enterprises, Inc. (R. 1)

D. The ALJ Approved Respondent's Settlement Agreement Over the General Counsel's Objections

When the hearing opened, Respondent apprised the ALJ of the following:

(1) Respondent rescinded the four unlawful handbook rules, effective April 28, 2011; (2) Respondent and Pedersen had signed Respondent's proposed settlement agreement; (3) Respondent would post its proposed notice at its Tucson facility and on the Arizona Daily Star's intranet site; and (4) Respondent would notify its Arizona Daily Star employees, via electronic mail, that the handbook policies were rescinded and the new rules could be found on its intranet site. (Tr. 6-9)

At the hearing, the General Counsel opposed the settlement agreement for four primary reasons. First, the Respondent alleged in the Complaint is Lee Enterprises, Inc., not Star Publishing Company as set forth in Respondent's proposed settlement; the handbook violations alleged in the Complaint involved handbook policies of Lee Enterprises, Inc.

² In its proposed settlement and notice, Respondent also agreed to email Arizona Daily Star employees, informing them that the handbook policies referenced in the Complaint were rescinded, and that the new handbook can be viewed at the Arizona Daily Star intranet site, where the notice will also be posted.

Second, Respondent's proposed settlement did not provide for a nationwide notice posting, as required under *Fresh and Easy Neighborhood Market*, 356 NLRB No. 145 (2011) and *Guardsmark, LLC*, 344 NLRB 809 (2005). Since the alleged unlawful handbook rules applied to all of Respondent's subsidiaries, not just employees at the Arizona Daily Star, a nationwide posting is the appropriate remedy. (Tr. 13-14)

Third, Respondent's modification of the notice on the unlawful handbook rules was improper. Respondent added language to the notice which misstates the law, includes phrases that were not contained in the alleged unlawful rules, and thereby deviates from what the Board requires of a standard notice posting. (Tr. 14-15) Finally, Respondent removed from its proposed settlement the standard default language required as a matter of policy and practice in Informal Board Settlements.³ (Tr. 15)

Despite the General Counsel's objections, the ALJ approved the settlement agreement for three stated reasons. First, the unlawful rules had been rescinded, effective April 28, 2011. Second, under the settlement, Respondent (Star Publishing Company) agreed to notify its employees of the changed rules by physically posting a notice at its Tucson facility, posting the notice on the Arizona Daily Star intranet, and by informing Tucson-based employees by email that the handbook policies were rescinded and the new rules could be viewed on the intranet. (Tr. 17) Third, the ALJ found that, because Respondent had no prior history of unfair labor practice charges, there was no reason for including the Board's default language in the settlement agreement. (Tr. 17)

³ The Charging Party did not object to Respondent's proposed settlement. (Tr. 16)

II. ARGUMENT

A. Legal Standards

In *Independent Stave*, 287 NLRB 740, 743 (1987), the Board set forth four criteria for use in evaluating whether approving a settlement will effectuate the purposes and policies of the Act: (1) whether the charging party, the respondent, and any of the individual discriminatees have agreed to be bound, and the position taken by the General Counsel regarding the settlement; (2) whether the settlement is reasonable in light of the nature of the violations alleged, the risks inherent in litigation, and the stage of the litigation; (3) whether there has been any fraud, coercion, or duress by any of the parties in reaching the settlement; and (4) whether the respondent has engaged in a history of violations of the Act or has breached previous settlement agreements resolving unfair labor practice disputes.

In evaluating these four criteria, it is well settled that the Board will not approve any settlement – formal, informal, or non-Board – that is at odds with the purposes of the Act or the Board’s policies. *IBEW Local 112*, 992 F.2d 990, 992-93 (9th Cir. 1993). And when the settlement is opposed by the General Counsel, the Board has consistently held that this opposition is a “powerful reason to disregard the settlement.” *Beverly California Corp. v. NLRB*, 253 291, 295 (7th Cir. 2001), citing *IBEW Local 112*, 992 F.2d 990, 992-93(9th Cir. 1993); *Clark Distribution Systems*, 336 NLRB 747, 750 (2001); *Fishback/Lord Elec. Co.*, 300 NLRB 474, 476-77 (1990); *Oil, Chem. & Atomic Workers, Int’l*, 288 NLRB 20, 22 (1988). The reason for giving such “great weight” to the General Counsel’s position on settlement is that such agreements are not solely the concern of the litigants. *Service Merchandise Co.*, 299 NLRB 1125, 1125-26 (1990); *Frontier Foundries*, 312 NLRB 73, 74 (1993) (giving considerable weight to the General Counsel’s opposition to settlement). On the contrary, such

agreements implicate the enforcement of the Act, which is a public, not individual, concern. As the Supreme Court recognized in *J.I. Case Co. v. NLRB*, 321 U.S. 332 (1944), the Board is not responsible for adjudicating private rights; rather, it is responsible for giving effect to the declared public policy of the Act.

Here, there is no evidence of fraud, coercion, or duress by any of the parties in reaching the settlement, and there is similarly no record that Respondent has a history of violations of the Act, or of breaching settlement agreements. Instead, the General Counsel's appeal is premised upon the fact that the proposed settlement and notice is unreasonable for the following reasons: (1) a nationwide notice posting is the applicable and appropriate remedy for the alleged violations; the approval of the agreement which changes the name of Respondent, thereby limiting the breadth of posting, is inappropriate and unfounded; (2) Respondent's proposed notice misstates the applicable law on solicitation, and Respondent's other modifications to the notice are improper; and (3) the proposed settlement does not contain the standard default language.

1. Respondent is Correctly Named in the Complaint and the Appropriate Remedy is a Nationwide Notice Posting

The charge and Complaint correctly identify Respondent as Lee Enterprises, Inc., d/b/a Arizona Daily Star. The ALJ's approval of the settlement in which the name of Respondent is changed to "Star Publishing Co. d/b/a Arizona Daily Star," without the presentation of any evidence to support such a change, allows the actual Respondent to avoid the remedy of a nationwide notice posting. Respondent's effort to avoid such a remedy, which had been rejected by General Counsel, should not be countenanced. The fact that Lee Enterprises is the actual Respondent in this matter is evident.

More specifically, at hearing, the General Counsel was prepared to enter into evidence Respondent's employee handbook, which describes the employment relationship between Lee Enterprises and its employees. (Exhibit A, p. 2) The handbook notes that it is "designed to acquaint [employees] with Lee Enterprises and provide [employees] with information about working conditions, employee benefits and some policies affecting your employment." Id. The handbook goes on to emphasize that employees have an "at will" employment relationship with Lee Enterprises, and the bottom of each page reminds employees that the most recent handbook is available on the Lee Enterprises intranet (<https://link.lee.net>). Id. at p. 2, 30, 60. Finally, employees are required to sign an acknowledgment that they have received an electronic copy of the "Lee Enterprises' Employee Handbook", which notes that the handbook does not constitute "an express or implied contractual guarantee regarding [the employee's] employment relationship with Lee Enterprises." Id. at 60. In fact, Lee Enterprises is mentioned throughout the handbook, and appears on thirty of the handbooks sixty pages.⁴ Conversely, Star Publishing is mentioned only once in the handbook, to say that "Star Publishing, publisher of the Arizona Daily Star, is owned by Lee Enterprises of Davenport, Iowa." Id. at p. 45.

Public records confirm what the handbook makes perfectly clear, that the employer is Lee Enterprises, Inc., which owns Star Publishing, Co., which in turn owns the Arizona Daily Star.⁵ According to documents on file with the Arizona Secretary of State, the name "Arizona

⁴ See the following handbook pages: 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 19, 20, 21, 22, 23, 25, 27, 29, 30, 31, 33, 34, 35, 38, 39, 41, 44, 55, 56, 60.

⁵ The General Counsel asks that the Board take judicial notice of the public documents referenced in footnotes 6, 7, and 8 *infra*. See *Pacific Greyhound Lines*, 4 NLRB 520, 522 (1937) (Board takes judicial notice of facts stated in company's annual report filed with the Security and Exchange Commission); *General Ins. Co. of America v. Clark Mall, Corp.*, 631 F.Supp.2d 968, 973, (N.D. Ill. 2009) (Court takes judicial notice of filings through the Illinois Secretary of States website); *In Re Katrina Canal Breaches Consolidated Litigation*, 533 F.Supp.2d 615, 631-33 & nn. 14-15 (E.D. La. 2008) (collecting cases indicating that federal courts may take

Daily Star” is a trade name owned by TNI Partners.⁶ Lee Enterprises’ most recent 10(k) filing with the Securities and Exchange Commission shows that TNI Partners (which is 50% owned by Respondent Lee Enterprises and 50% owned by Gannett Co., Inc.), is responsible for the printing, delivery, advertising and circulation of the Arizona Daily Star.⁷ While TNI Partners collects all receipts and pays substantially all expenses, under the extant operating agreement “the Arizona Daily Star remains the separate property of Star Publishing.” Star Publishing is 100% owned by Lee Enterprises.⁸

Notwithstanding the various partnerships, subsidiaries, and corporate structures, the evidence shows that Lee Enterprises is properly named in the charge, and properly named in the Complaint as the employer. As such, the appropriate remedy in this case is a nationwide notice posting wherever the handbook was disseminated, not just at Respondent’s Tucson facility. *Guardsmark, LLC*, 344 NLRB 809, 812 (2005) enfd. in pertinent part 475 F.3d 369, 381 (DC Cir. 2007).

In *Guardsmark*, the ALJ ordered a notice posting to remedy various handbook violations, but limited the notice to the employer’s San Francisco office. *Id.* at 817-18. The General Counsel filed exceptions, asking that the notice be posted at the employer’s offices nationwide. *Id.* at 812. The Board agreed that a nationwide posting was necessary, noting that “we have consistently held that, where an employer’s overbroad rule is maintained as a companywide policy, we will generally order the employer to post an appropriate notice at all of its facilities where the unlawful policy has been or is in effect.” *Id.*

judicial notice of governmental websites, including court records); *Williams v. Long*, 585 F.Supp.2d 679, 686-88 & n. 4 (D. Md. 2008) (collecting cases indicating that postings on government websites are inherently authentic or self-authenticating).

⁶ See http://www.azsos.gov/scripts/TNT_Search_engine.dll/ZoomTNT?NME_ID=515920&NME_CODE=NME (last visited on 8/8/11).

⁷ See <http://www.sec.gov/Archives/edgar/data/58361/000005836110000011/a10k2010.htm>

⁸ <http://www.sec.gov/Archives/edgar/data/58361/000005836110000011/lee2010ex21.htm>

Here, Respondent's handbook specifically states that "Section A contains those policies that are standard for all Lee Enterprises" employees. (Exhibit A, p. 2) It is also clear from the handbook itself, that Respondent maintains the most current version of its rules on the Lee Enterprises intranet site. Lee Enterprises owns numerous subsidiaries, and over fifty newspapers, and it appears that the unlawful rules in Section A of the handbook apply to all these locations.⁹ Accordingly, in the Complaint, the General Counsel properly sought a notice posting "in all of the Respondent's facilities, on a basis where the associate handbook has been distributed and maintained." (GC. 1(e) at p. 5) Because the scope of the remedy agreed to by the ALJ is limited to Respondent's Tucson employees, the proposed settlement agreement is unreasonable; where a company policy violates the Act, and the employer distributes its handbook nationwide "only a company-wide remedy extending as far as the company-wide violation can remedy the damage." *Guardsmark v. NLRB*, 475 F.3d 369, 381 (DC Cir. 2007); *Fresh & Easy Neighborhood Market, Inc.*, 356 NLRB No. 85, slip op. at 1 fn. 1 (2011) (Board orders corporate wide notice where the rule in question appeared in all of the employer's handbooks and on its company wide intranet); Cf. *Enclosure Suppliers, LLC.*, 2011 WL 2837659 (2011) (Board grants special appeal and revokes ALJ's approval of settlement, which limited the period of compliance to the notice posting period, as being unreasonable).

⁹ See <http://www.sec.gov/Archives/edgar/data/58361/000005836110000011/lee2010ex21.htm> (listing Respondent's subsidiaries) and <http://www.sec.gov/Archives/edgar/data/58361/000005836110000011/a10k2010.htm> (at pages 5-6, listing Respondent's various newspapers).

C. Respondent’s Proposed Notice Misstates the Law.

A notice posting -- the recognized remedy for independent 8(a)(1) violations -- “is not a mere formality.” *Wyndham Palmas Del Mar Resort and Spa*, 334 NLRB 514, 517 (2001). Rather, the purpose of such a remedy is “to provide sufficient time to dispel the harmful effects of the [unlawful] conduct,” and to ensure that employees are fully informed of their statutory rights. *Chet Monez Ford*, 241 NLRB 349, 351 (1979). This requirement “is not to be taken lightly or whittled down.” *Id.* Particularly in this case, a notice posting remedy is vital. The Section 8(a)(1) allegations are not trivial; they are handbook rules that apply nationwide to all of Respondent’s employees. Thus, the language in the notice should comport with the established law, and traditional Board notice language. The notice approved by the ALJ does not, and is therefore unreasonable, as it does not provide for an adequate remedy.

To remedy that portion of its handbook requiring employees to receive prior approval from human resources before they solicit or distribute non-business materials, Respondent’s proposed notice contains the following language:

WE WILL NOT maintain or enforce rules requiring employees to seek approval from Human Resources before soliciting or distributing non-business materials in non-work areas or during non working time.

Respondent’s proposed notice, as approved by the ALJ, misstates the law. The Board has long held that, with certain exceptions for the retail sales and health care industries that are not applicable here, employees have the statutory right to solicit for a union in both work areas and non-work areas during their nonworking time. *Eagle-Picher Industries, Inc.*, 331 NLRB 169, 173 (2000) citing *Stoddard-Quirk Mfg. Co.*, 138 NLRB 615, 621-22 (1962).

In *Eagle-Picher Industries*, the Board found the employer's rule permitting employee solicitation and distribution "during nonwork time and in nonworking areas" as a violation of Section 8(a)(1). 331 NLRB at 173. As noted by the ALJ, when employees are told they are permitted to engage in solicitation in non-work areas and during non-work times, the "obvious converse of that position is that employees who are in working areas during nonworking times are not allowed to engage in solicitation, a plain violation" of employee Section 7 rights. *Id.*

Here, the notice approved by the ALJ states Respondent will not require prior approval from Human Resources for solicitation in non-work areas, during non-working time; the obvious converse of that position is that employees wishing to solicit in working areas during nonworking times must seek approval from Human Resources, as Respondent's handbook rule originally provided, in violation of Section 8(a)(1). *Id.* See also *Opryland Hotel*, 323 NLRB 723, 729 (1997) (rule prohibiting solicitation and distribution without prior approval of the hotel manager a violation); *Smithfield Packing Co., Inc.*, 344 NLRB 1, 2, 27 (2004) *enfd.* 447 F.3d 821 (DC. Cir. 2006) (rule prohibiting solicitation and distribution of literature which is not authorized by the director of human resources a violation). Accordingly, because Respondent's proposed notice would preclude employees from engaging in solicitation, without approval from Human Resources, during non-work times, but in working areas, the proposed settlement is unreasonable.¹⁰

D. The Settlement Agreement Must Contain The Board's Default Language

The purpose of default language in a settlement agreement is to ensure that a respondent will comply with its settlement obligations. Section 10146.7 of *Casehandling*

¹⁰ Respondent also added language to the end of the notice paragraphs that was not contained in the handbook rules, which dilutes the remedial effect of the notice.

Manual, Part I, Unfair Labor Practice Proceedings. The ALJ approving Respondent's proposed settlement agreement without the safeguard default language is worrisome. The ALJ's actions undermine the policy encompassed by the default language, which simply attempts to ensure a respondent complies with its settlement obligations, the charging party otherwise receives a timely remedy, and that all involved avoid the cost and delay associated with subsequent litigation of issues and allegations that are settled. By approving the proffered agreement without default language, the ALJ rejected, without basis, the stated policy of the General Counsel. As mentioned above, not only does the default language provide for considerable savings and the avoidance of delays should there be a default, it is required to insure that the General Counsel, and the parties, will not have to litigate a settled matter. It is respectfully submitted that the ALJ's approval of the settlement without such language, in the absence of good cause to stray from the General Counsel's policies, should be rejected by the Board.

III. CONCLUSION

The General Counsel opposes the ALJ's approval of Respondent's proposed settlement agreement, and asks that the Board grant the request for special permission to appeal, revoke the ALJ's approval of the settlement, and remand this matter for further processing.

Dated at Phoenix, Arizona this 12th day of August 2011.

Respectfully submitted,

/s/Chris J. Doyle

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CERTIFICATE OF SERVICE

I hereby certify that a copy of THE ACTING GENERAL COUNSEL'S REQUEST FOR SPECIAL PERMISSION TO APPEAL AND APPEAL FROM THE ADMINISTRATIVE LAW JUDGE'S APPROVAL OF THE SETTLEMENT AGREEMENT in LEE ENTERPRISES, INC. d/b/a ARIZONA DAILY STAR, Case 28-CA-23267, was served via E-Gov, E-Filing, and by regular mail on this 12th day of August 2011, on the following:

Via E-Gov, E-Filing:

Lester A. Heltzer, Executive Secretary
Office of the Executive Secretary
National Labor Relations Board
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Served via regular mail on the following:

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