

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 15**

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**BIG MOOSE, LLC** \*  
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**and** \*  
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**HUMBERTO RECIO, AN INDIVIDUAL** \*  
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**and** \*  
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**INTERNATIONAL ALLIANCE OF** \*  
**THEATRICAL STAGE EMPLOYEES** \*  
**LOCAL 478 (THE GREEN LANTERN)** \*  
\*  
**and** \*  
\*  
**HUMBERTO RECIO, AN INDIVIDUAL** \*  
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**Case Nos. 15-CA-19735  
15-CB-5998**

**COUNSEL FOR THE ACTING GENERAL COUNSEL’S  
ANSWERING BRIEF TO RESPONDENT UNION’S EXCEPTIONS TO THE  
ADMINISTRATIVE LAW JUDGE’S DECISION**

**NOW COMES** Zachary E. Herlands, Counsel for the Acting General Counsel (General Counsel), in the above cases to submit this Answering Brief with the National Labor Relations Board (Board).

**I. STATEMENT OF THE CASE<sup>1</sup>**

On May 25, 2010,<sup>2</sup> Charging Party Humberto Recio (Recio), an individual, filed a charge in Case No. 15-CB-5998 alleging the International Alliance of Theatrical Stage Employees,

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<sup>1</sup> Reference to the Exhibits of the General Counsel and Respondent Union will be designated as “GCX” and “UX” respectively, with the appropriate number or numbers for those exhibits. Reference to the transcript and the Administrative Law Judge’s Decision (ALJD) in this matter will be designated as “Tr.” and “ALJD” respectively. An Arabic numeral(s) after “Tr.” or “ALJD” is a spot cite to a particular page of the transcript or the ALJD; and an Arabic numeral(s) following a page spot cite references specific lines of the page cited, e.g. Tr. 15 at 13-16 is transcript page 15 at lines 13-16.

<sup>2</sup> All dates are from 2010, unless otherwise noted.

Local 478 (Respondent Union or Union) violated Sections 8(b)(1) and (2) of the National Labor Relations Act (Act). GCX 1(a). The charge was subsequently amended on November 30. GCX (k). Recio filed a charge in Case No. 15-CA-19735 alleging Big Moose, LLC (Respondent Employer or Employer) violated Sections 8(a)(1) and (3) of the Act on September 1, and amended the charge on November 30. GCX 1(e), (h). A Consolidated Complaint and Notice of Hearing (CNOH) issued on December 30, and Administrative Law Judge Michael A. Marcionese (ALJ) presided over the hearing on April 4 and 5, 2011.

On February 2, 2012, the ALJ issued his Decision and Order (ALJD) in which he concluded Respondent Union violated Sections 8(b)(1)(A) and (2) of the Act when it caused Respondent Employer to discharge Recio on March 11 (CNOH Paragraphs 10(a), 11, 12, and 16). By acquiescing in Respondent Union's request to discharge Recio, the ALJ held Respondent Employer violated Sections 8(a)(1) and (3) of the Act by discriminating against its employees on the basis of Union membership and telling Recio he was being terminated because of the Union (CNOH Paragraphs 8 and 13(a), 14, and 17). Further, the ALJ concluded Respondent Union violated Section 8(b)(1)(A) of the Act when Business Agent Michael McHugh (McHugh) told Recio on March 17 that he was not allowed to work within the Union's jurisdiction until he completed a transfer application (CNOH Paragraphs 9(a) and 15). Lastly, the ALJ held Respondent Union violated Section 8(b)(1)(A) of the Act when it caused Recio to turn down employment opportunities because of its coercive conduct (CNOH Paragraphs 9(b) and 15).

On March 1, 2012, Respondent Union filed Exceptions to the ALJD excepting to much of the ALJ's credibility determinations, inferences, and conclusions of law. Respondent Employer did not file Exceptions to the ALJD.

## **II. RESPONSE TO RESPONDENT UNION'S EXCEPTIONS**

**a. Credibility**

The Union's exceptions fail to prove the ALJ's credibility determinations should be overruled. To the contrary, the record evidence supports the ALJ's decision to credit Recio's version of his March 11 termination, as well as the March 17 meeting he had with McHugh. ALJD 10 at 4-24. As Respondent Union correctly cites, the Board's established policy is not to overrule an administrative law judge's credibility resolution unless the clear preponderance of all the relevant evidence convinces the Board that the credibility findings are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d. Cir. 1951). Respondent Union cannot meet this burden.

Respondent Union excepts to the ALJ's determination to credit Recio's version of events regarding his first termination on March 11 instead of Union Business Agent McHugh's and Employer's supervisor Earl Woods' (Woods). ALJD 10 at 3-5. In support of this position, the Union claims the ALJ failed to acknowledge the impeachment value of instances when Recio was allegedly untruthful. However, these supposed instances in no way undermine Recio's truthfulness and more importantly, they are wholly irrelevant to the matter at hand.

The Union first contends Recio admitted providing untruthful information on his Deal Memo when he claimed he was married. TR 218-219. In the Emergency Contact section of the Deal Memo, Recio listed his longtime girlfriend and designated her as his "Wife." TR 219 at 3-7. While true that at that time Recio was not technically, in fact, married, Recio explained that he listed her as his "wife" because they were due to married shortly. TR 219 at 7. This is an understandable and credible explanation which in no way detracts from his recollection of events regarding his termination on March 11.

The Union's second claim of Recio's alleged untruthfulness is that he failed to file a 2009 income tax return in Louisiana. When asked why he did not file a Louisiana tax return, Recio answered that he did not live in Louisiana; rather, he filed taxes in Florida because that is where he was living. TR 224 at 13-22. Recio was truthful and frank. He freely admitted he did not file a Louisiana tax return. TR 223-224. When pressed on this issue, Recio responded emphatically that he files his taxes every year. TR 236 at 24. Recio's failure to file a tax return in Louisiana or comprehend the Louisiana tax code has nothing to do with his credibility as a witness.<sup>3</sup> Moreover, this is not an instance of untruthfulness as much as it signifies Recio's misunderstanding and unfamiliarity with the complexities of tax law. In finding Recio to be a credible witness, the ALJ correctly ignored these two alleged instances of untruthfulness.

In addition, Respondent Union attacks Recio's credibility because of his confusion regarding dates. First, it should be noted the hearing took place approximately one year after Recio's multiple terminations. The fact that Recio could not remember specific dates is completely understandable and it shows nothing more than a great deal of time had passed between the events in question and the hearing. Second, although Recio may have been confused as to exact dates, he was in no way confused that he was terminated from *Green Lantern* on two separate occasions. TR 51 at 14-22, 78 at 4-8, 180 at 8-10. Even if his recollection was hazy regarding particular dates, Recio was not confused at all about any material events. Specifically, Recio testified that on March 11, Woods told Recio that per McHugh's instruction, Woods could no longer use Recio until he straightened out his paperwork and Woods fired Recio. TR 51 at 14-22. Recio particularly remembered that during that conversation, Woods, a Union member himself, explained to Recio that McHugh said he could make Woods' life difficult. TR 52 at 4-8.

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<sup>3</sup> The ALJ understood the value of this line of questioning when he dismissed it as "totally irrelevant." TR 149 at 22-23.

The ALJ correctly credited Recio's testimony regarding his March 11 conversation with Woods because it is supported by subsequent events. ALJD 9 at 35-36; *See Childrens Studio Sch. Pub. Charter Sch. and Maria Firmino-Castillo*, 343 NLRB 801 (2004) (upholding ALJ's credibility determination when ALJ credited witness testimony because it was corroborated by subsequent events). McHugh admits he wanted to speak with Recio because he was allegedly working in Louisiana without a valid work permit. ALJD 9 at 29-30. Per McHugh's request, Recio went to the Union office where McHugh asked Recio why he had been working in Louisiana for three productions without permission. ALJD 9 at 35-37. The ALJ found this wholly consistent with McHugh's concern that Recio was flouting Union rules by working in Louisiana without McHugh's permission. ALJD 9 at 23-25, 39-40. Accordingly, the ALJ concluded that these statements, coupled with Recio's testimony and Woods' admission that he spoke to McHugh about Recio before Recio was terminated, established the causation needed to find an 8(b)(2) violation of the Act. *Stage Employees IATSE Local 665 (Columbia Picture)*, 268 NLRB 570, 572 (1984) (central inquiry of Section 8(b)(2) violation is causal relationship between union's conduct and its effect on discriminatee's employment). ALJD 10 at 3-21. It is not Recio's account, but McHugh's which is incredible. The ALJ discredited Woods' and McHugh's testimony that McHugh only told Woods to have Recio contact him and he made no reference to Recio's paperwork because their testimony is unsupported by subsequent events. ALJD 9-10. The ALJ's credibility findings are clearly supported by the record evidence.

The Union unsuccessfully seeks to discredit Recio by claiming that on cross examination Recio could not recall precisely when Woods mentioned paperwork. However, in that instance relied upon by the Union, the transcript indicates Recio was referring to his second termination on April 28. TR 168-169. Time and time again throughout the hearing, Recio testified

emphatically, and the ALJ correctly concluded, that on March 11 Woods told Recio he could not work until he straightened out his paperwork with McHugh.<sup>4</sup> TR 51 at 14-22, 169 at 8-10, 171 at 8, 173 at 18-19, 174 at 23-25, 228 at 23-24, 296 at 11-17.

Respondent Union further claims the ALJ erred in crediting Recio's testimony that Woods stated McHugh could make Woods' life difficult. The Union argues that the statement is nonsensical because given the relationship between the Union and Employer, McHugh had no control over Woods, a 2(11) statutory supervisor of the Employer's. However, the Union fails to recognize that Woods is a Union member working in McHugh's jurisdiction. TR 272 at 17-21. McHugh has the power to sanction Woods for failing to follow the Union Constitution and Bylaws. TR 362-363. Moreover, McHugh has shown that he can and will, in fact, make members' lives difficult if they do not follow his orders. *See Stage Employees IATSE Local 478*, 2010 WL 561889 (N.L.R.B. Div. of Judges Feb. 9, 2010) (finding Union violated the Act when Business Agent Michael McHugh caused employer to rescind offer of employment to member of Florida local). More importantly, the ALJ correctly credited Recio's version over McHugh's and Woods' because it was wholly consistent with the events that followed McHugh's call to Woods. ALJD 9 at 35-36.

Additionally, Respondent Union argues that Recio should not be credited by pointing to his lack of understanding of internal Union transfer and work permit rules. The Union, without

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<sup>4</sup> In conjunction with this finding, the ALJ correctly determined that after Recio's termination on March 11, he turned down a job offer from *Drive Angry* in Shreveport, Louisiana, because he believed that he could not work in the Union's jurisdiction until he straightened out his paperwork. ALJD 10 at 43-52. Because Recio's rejection of this offer was based on McHugh's coercive statements in violation of 8(b)(1)(A), the ALJ correctly concluded that Union must make Recio whole for wages and benefits Recio would have earned had he not rejected that job offer. ALJD 12 at 44-48. Respondent Union argues that this holding grants Recio a "double dip" against the Union. The ALJ, however, simply concluded that Recio should be made whole for any and all wages lost because of the Union's coercion. Recio's lost wages included a job offer he received after he was terminated from *Green Lantern*. Accordingly, the ALJ did not err in finding Recio is entitled to wages he would have earned had he accepted that offer. However, it is unclear how this backpay should be computed. General Counsel requests backpay in the form of wages and benefits for the entire run of production for either *Drive Angry* or *Green Lantern*, depending on which is greater.

providing any reason, appears to argue that Recio's alleged misperception about these Union rules somehow makes his testimony less credible regarding his termination from *Green Lantern*. On the contrary, Recio misunderstood nothing; he did exactly as he was told by McHugh and Woods. And, when he failed to follow McHugh's instructions, he was punished. On March 11, Woods terminated Recio and explained it was because Recio had to straighten out his paperwork with McHugh. TR 51 at 14-22. Then, on March 17, McHugh echoed this and told Recio that he could not work in the Union's jurisdiction until he procured a new transfer card, completed a Union membership application, and paid the \$450 transfer fee. TR 53-54, 57, 341, 360-362. After McHugh had him fired from *Green Lantern*, Recio did exactly what he was told.

Furthermore, Respondent Union presents nothing to suggest Recio's testimony or recollection was impaired because of his alleged misunderstanding of internal Union transfer and work permit rules. Recio's understanding of Union rules is immaterial. He did not misunderstand Woods' or McHugh's subsequent instructions. Even if he did not fully comprehend internal Union transfer policies and work permits, it has no bearing on his credited testimony that Woods terminated him on March 11 because McHugh stated Recio could not work until he straightened out his paperwork. TR 51 at 14-22. The Union's suggestion that Recio voluntarily quit because he misunderstood what he was told is ludicrous and unsupported by the facts.

The Union also contends the ALJ erred by not fully considering that Recio worked on several films in Louisiana without reprisals from the Union prior to his termination from *Green Lantern*. TR 129-145. Once again, this claim is baseless and irrelevant to the matter at hand. Additionally, the Union offers no reasons why this diminishes Recio's credibility. Nevertheless, it is easily explained why Recio was able to work in the Union's jurisdiction without incident before *Green Lantern*: McHugh did not know he was there. Recio first met McHugh in the fall of

2009, and when confronted about his transfer status, Recio explained his intention to transfer from Local 477 to the Union. TR 41-42. Approximately one and a half years later, upon learning that Recio had not fully transferred, but was continuing to work in the Union's jurisdiction, McHugh had Recio terminated from *Green Lantern*. TR 51-52. Once McHugh learned that Recio was still working in the Union's jurisdiction without following through on his intention to join the Union, McHugh quickly punished Recio by arranging his termination. In a meeting shortly thereafter, on March 17, McHugh made his animus known when he told Recio that he was "tired of Florida guys coming here [to Louisiana] and taking work." TR 54 at 7-8; *See also Stage Employees IATSE Local 478*, 2010 WL 561889 (N.L.R.B. Div. of Judges Feb. 9, 2010). That Recio worked in Louisiana on other films unbeknownst to McHugh before 2009 is irrelevant to the fact that McHugh had Recio terminated from *Green Lantern* on March 11.

Respondent Union also argues that Recio should not be credited because he quit his previous job on *Earthbound*. This is a misguided attempt to impugn Recio's character, but it has no impact on his credibility. In fact, there is no credibility dispute; Recio credibly explained and admitted that he left *Earthbound* to work on *Green Lantern*, a lengthier and more lucrative job. TR 43-49, 123 at 11. This detail only enhances Recio's credibility, not diminishes it. Just before his work on *Earthbound* ended, he was offered a six-month job on *Green Lantern*. *Id.* Recio testified that there was less than a week left on *Earthbound*, and the reason he left is because he was offered a longer period of work on *Green Lantern*. TR 124 at 3-4. Recio testified both Woods and Rigging Gaffer Kevin Lang (Lang) unambiguously offered him employment for the full run of production through August. TR 49 at 7-25. In response to this offer, Recio understandably left *Earthbound* for six months of guaranteed employment on *Green Lantern*. TR 49-51. Also, it should be noted, Recio testified that *Earthbound* was the first show he left before

the end of production in his twenty-seven year career working on films, a fact which neither Respondent disputed. TR 123-124.

Seeking to further discredit Recio's testimony, Respondent Union points to Woods' testimony that before March 8, he hired Recio on *Green Lantern* for five days or less. TR 276 at 8. The Union also cites the Deal Memo Recio signed that does not take into account oral understandings as to length of work.<sup>5</sup> TR 120; ALJD 3 at 31-45. However, the ALJ correctly discredited Woods and concluded that Recio's actions did not support a finding that he was told he would only work for five days or less. ALJD 9-10. Although the Deal Memo does not take into account oral understandings of employment, as the ALJ noted, Recio acted in reliance upon what he was told: that he would work through the end of production. ALJD 9-10. After being hired on *Green Lantern* for what he was told would be the full run of production, Recio left his job on *Earthbound* and signed a six-month lease on a local apartment. TR 50 at 6-7. Moreover, he called the local electric company, and he sought to transfer his cable television service from Florida to Louisiana. TR 294-296, 303-304, 308-310. These are not the actions of someone who was told they would only be working for five days or less. Rather, as Recio described it, he was making plans to be "dug in" for "a while." TR 303 at 14-15. Recio's testimony is amply supported by his subsequent actions. Therefore, the ALJ correctly credited Recio's version that he was told he would work for the full run of production. ALJD 9-10.

In addition, Respondent Union insists the ALJ erred when he concluded that Recio did not voluntarily quit employment on *Green Lantern* on March 11. The Union argues the ALJ should have credited Woods' testimony that Recio left to pursue a wrestling career. Recio admitted that *after* he was terminated on March 11, he traveled back and forth between Louisiana

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<sup>5</sup> Woods, who worked the entire run of production through August, testified that he also signed the Deal Memo characterizing him as a daily employee just like Recio. TR 275 at 19-22.

and Florida and sought work in the movie industry as well as in the semi-professional wrestling arena. ALJD 4 at 34-37. Aside from the fact that Recio testified and the ALJ concluded that he was fired and did not quit on March 11, it goes against logic and reason that Recio would voluntarily give up guaranteed employment on *Green Lantern* to pursue work as a wrestler. Recio, a fifty-five year old man, testified that the most he has *ever* made in one year from wrestling is under \$400. TR 229 at 5-6. Wrestling is not Recio's career; rather, it is a hobby that he enjoys. As Recio put it, "It's semi-professional wrestling . . . there is little to no money involved." TR 182-183. Indeed, Recio testified that after he was terminated, he participated in a semi-professional wrestling show for nothing. TR 182 at 8-25. The ALJ assessed Respondent Union's argument and discounted it. The ALJ correctly concluded that Recio did not voluntarily quit to pursue wrestling; rather, he was terminated on March 11. ALJD 10 at 3-23.

Additionally, Respondent Union argues the ALJ erred in crediting Recio because he returned to employment on *Green Lantern* on April 22. That McHugh allowed Recio to return to *Green Lantern* on April 22 in no way changes or affects Recio's March 11 termination. Regardless of the ALJ's findings regarding the second termination, the Union offers no justification for overturning his credibility findings regarding the first termination. As described in detail above, the ALJ's determination as to the March 11 termination is well supported by the testimony and events. It is clear Recio was only allowed to return to work on April 22 because he was finally following McHugh's directions.<sup>6</sup> TR 61-62, 348. Accordingly, the ALJ correctly credited Recio concerning his March 11 termination and the events that followed. ALJD 9-10.

#### **b. Inferences**

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<sup>6</sup> As to the second termination on April 28, the overwhelming evidence shows that once Recio withdrew his Union membership application and was refunded the \$450 transfer fee, McHugh again contacted the Employer and Recio was fired. TR 78-79, 351, 359-360. In both instances, McHugh called Woods and within days, Recio was discharged.

Respondent Union argues the ALJ erred in finding Recio was terminated on March 11 in violation of the Act by using two impermissible inferences: 1) that McHugh voiced concerns to Woods regarding Recio's lack of work permit; and, 2) McHugh's threat to Woods that he can make Woods' life difficult. Aside from purely stating the ALJ used two impermissible inferences to prove causation, the Union offers no explanation, justification, or reasons as to why the ALJ's supposed inferences are wrong, legally flawed, or impermissible conclusions of law. Rather, the Union regurgitates its argument that Recio should not have been credited. However, the ALJ correctly found these two events to have taken place because he credited Recio's testimony. ALJD 9-10. Recio testified that on March 11, Woods told Recio that per McHugh's instruction, Woods could no longer use Recio until he straightened out his paperwork. TR 51 at 14-22. During that conversation, Woods, a Union member himself, stated that McHugh told him McHugh could make his life difficult. TR 52 at 4-8. This testimony was buttressed by Woods' admission that McHugh telephoned him before Recio was terminated and McHugh's admission that Recio went to the Union office after he was terminated and McHugh himself raised the issue of Recio's work permit. ALJD 9 at 29-30. The ALJ found that Recio's testimony was clearly supported by the subsequent events. ALJD 9 at 35-36. Accordingly, the ALJ correctly credited Recio's version of events and concluded the Union, through McHugh, unlawfully interfered with Recio's employment and caused his termination. ALJD 9-10.

Respondent Union also contends the ALJ erred and made an impermissible inference by finding that McHugh's concern on March 17 that Recio worked on three productions without obtaining permission tied McHugh to Recio's discharge. The Union argues this concern applied to Union membership only and had no effect on Recio's employment. Taken alone, this could be a plausible argument. However, as already shown above, in the context of Recio's credited

testimony, it is clear McHugh was not simply trying to educate Recio on internal Union transfer rules and work permits. Rather, McHugh would not let Recio and other nonmembers work in his jurisdiction without following his rules. TR 51 at 14-22; *See also Stage Employees IATSE Local 478*, 2010 WL 561889 (N.L.R.B. Div. of Judges Feb. 9, 2010). The ALJ appropriately linked McHugh's statements to Union causation. ALJD 9-10.

Respondent Union further claims the Employer was not bound by internal Union rules, and therefore, McHugh had no power to have Recio terminated. While theoretically correct, given the circumstances surrounding Recio's discharge and the fact that McHugh told Woods he could make Woods' life difficult, this argument is baseless and does not reflect the facts. TR 52 at 7-8. Woods, a Union member and admitted 2(11) statutory supervisor for the Employer, obeyed McHugh's directions and fired Recio on March 11 because McHugh told him Recio's Union paperwork was not in order. TR 51-52. This conclusion is supported by Recio's credited testimony and the subsequent corroborating events. ALJD 9 at 35-36. Whether Woods was under any enforceable obligation in his capacity as the Employer's supervisor to take orders from McHugh is immaterial and irrelevant. The record evidence supports the conclusion that Woods unlawfully fired Recio at McHugh's behest. Accordingly, the ALJ correctly ruled the Union violated Section 8(b)(2) of the Act when, through McHugh, it interfered with Recio's employment on *Green Lantern*.

### **c. Internal Union Rules**

In claiming the ALJ erred in determining the Union, through McHugh, unlawfully interfered with Recio's employment on *Green Lantern*, Respondent Union relies on *Ohio Valley*. In *Ohio Valley*, the Board concluded the union did not violate the Act because the discriminatee voluntarily quit. *Ohio Valley Carpenters Dist. Council (E.M. Redington Co.)*, 131 NLRB 1130

(1961). Specifically, the Board found no evidence that the discriminatee was told by any employer or union representatives that a union work permit was necessary for employment. *Id.* at 1135. That case, however, is inapposite to the matter at hand. Here, unlike in *Ohio Valley*, Recio did not voluntarily quit. TR 51. The record and evidence show Recio was fired by Woods on March 11, and told by both Woods and McHugh in no uncertain terms that he could not work in the Union's jurisdiction until he straightened out his paperwork. TR 51-52, 54-57. Accordingly, *Ohio Valley* is inapplicable and Respondent Union's reliance on it is misguided.

Respondent Union further argues that even if Woods' statement that his life could be made difficult by McHugh were true, it still would not establish Union causation. In support of this argument, the Union cites *Carpenters, Local 171*, in which the Board upheld the Trial Examiner's decision that the union did not violate the Act because there was no evidence the union took action against the discriminatee's employment. *Carpenters, Local 171 (United Constr. Co.)*, 169 NLRB 1 (1968). The Trial Examiner noted there was no evidence the union called upon, urged, or forced the employer to refuse hire to the discriminatee. *Id.* at 3. Again, this case is entirely dissimilar to facts here because there *is* evidence McHugh caused Recio's termination. The ALJ made his decision based upon Recio's credited testimony and the subsequent events that corroborated his testimony. ALJD 9 at 35-36. Specifically, the ALJ correctly noted that Recio's testimony regarding his March 11 conversation with Woods is supported by subsequent events. *Id.* Per McHugh's request, Recio went to the Union office where McHugh raised the issue of Recio's work permit and asked why Recio had worked on three productions without obtaining permission from the Union. ALJD 9 at 36-38. The ALJ correctly concluded that Woods' statement, coupled with Recio's actions and McHugh's

statements, established the unlawful causation in violation of Section 8(b)(2) of the Act. ALJD 9-10.

### **III. CONCLUSION**

Based upon the foregoing, Counsel for the Acting General Counsel submits that the evidence supports the ALJ's findings and conclusions with respect to the first termination on March 11, and to the statements made by McHugh on March 17. Accordingly, General Counsel respectfully urges the Board to reject Respondent Union's Exceptions in full.

Dated at New Orleans, Louisiana this 29th day of March 2012.

/s/Zachary E. Herlands/s/

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**CERTIFICATE OF SERVICE**

I hereby certify that on March 29, 2012, I electronically filed a copy of the foregoing Counsel for the Acting General Counsel's Answering Brief to Respondent Union's Exceptions to the Decision of the Administrative Law Judge with the Executive Secretary of the National Labor Relations Board and forwarded a copy by electronic mail to the following:

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