



**United States Government**  
**NATIONAL LABOR RELATIONS BOARD**  
Region 2  
26 Federal Plaza – Room 3614  
New York, New York 10278-0104

Telephone: (212) 264-0300  
Facsimile: (212) 264-2450

May 4, 2012

**By E-Filing**

Lester A. Heltzer, Executive Secretary  
Office of the Executive Secretary  
National Labor Relations Board  
1099 14<sup>th</sup> Street NW  
Washington DC 20570

Re: Newspaper and Mail Deliverers' Union of New York and  
Vicinity (NYP Holdings, Inc. d/b/a New York Post),  
Case Nos. 2-CB-21740 et al., and  
Newspaper and Mail Deliverers' Union of New York and  
Vicinity (City & Suburban Delivery Systems, Inc.),  
Case Nos. 2-CB-21842 et al.

Dear Mr. Heltzer:

Counsel for the Acting General Counsel is today e-filing the enclosed Brief in Reply to Respondent's Answering Brief to General Counsel's Exceptions to the Administrative Law Judge's Decision.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Olga C. Torres".

Olga C. Torres  
Colleen M. Fleming  
Counsels for the Acting General Counsel  
National Labor Relations Board - Region 2  
26 Federal Plaza, Room 3614  
New York, NY 10278  
Telephone: (212) 264-0300  
Facsimile: (212) 264-2450  
olga.torres@nlrb.gov  
colleen.fleming@nlrb.gov

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 2**

**NEWSPAPER AND MAIL DELIVERERS' UNION  
OF NEW YORK AND VICINITY  
(NYP HOLDINGS, INC. d/b/a NEW YORK POST)**

**and**

**Case Nos. 2-CB-21740  
2-CB-22366**

**STEFANI COTLER, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21749**

**TERANCE BRIGHT, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21762**

**MARC SUSSMAN, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21826**

**REYSON PIMENTEL, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21827**

**JESUS MEJIA, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21828**

**CESAR CEBALLOS, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21829**

**JOHN SMITH, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21845**

**PATRICK FORTE, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21905**

**SHIWU PENG, AN INDIVIDUAL**

**and**

**NYP HOLDINGS, INC. d/b/a NEW YORK POST  
(PARTY TO THE CONTRACT)**

**and**

**NEWSPAPER AND MAIL DELIVERERS' UNION  
OF NEW YORK AND VICINITY  
(CITY & SUBURBAN DELIVERY SYSTEMS, INC.)**

**and**

**Case No. 2-CB-21842**

**ENRIQUE GRADOS, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21899**

**DJEVALIN GOJANI, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21931**

**CHRISTOPHER FABIANI, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21941**

**RICHARD ATKINS, AN INDIVIDUAL**

**and**

**Case No. 2-CB-21946**

**RAIMOND MORAN, AN INDIVIDUAL**

**and**

**Case No. 2-CB-22015**

**JOHN CASSARO, AN INDIVIDUAL**

**and**

**Case No. 2-CB-22051**

**PATRICK RIZZOTTI, AN INDIVIDUAL**

**and**

**CITY & SUBURBAN DELIVERY SYSTEMS, INC.  
(PARTY TO THE CONTRACT)**

**and**

**THE NEW YORK TIMES COMPANY  
(PARTY IN INTEREST)**

**and**

**NEWSPAPER AND MAIL DELIVERERS' UNION  
OF NEW YORK AND VICINITY  
(VARIOUS EMPLOYERS)**

**and**

**Case No. 2-CB-22701**

**DANIEL ALTIERI, AN INDIVIDUAL**

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S BRIEF IN REPLY  
TO RESPONDENT'S ANSWERING BRIEF TO GENERAL COUNSEL'S  
EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**

Olga C. Torres  
Colleen M. Fleming  
Counsels for the Acting General Counsel  
National Labor Relations Board – Region 2  
26 Federal Plaza, Room 3614  
New York, New York 10278  
Telephone: 212.264.0300  
Facsimile: 212.264.2450  
Email: olga.torres@nrlrb.gov  
colleen.fleming@nrlrb.gov

Dated: May 4, 2012

**TABLE OF CONTENTS**

	<b>Page</b>
Table of Contents .....	i
Table of Authorities .....	ii
Argument .....	1
I.    NMDU grants employment preferences to individuals based on prior employment with NMDU signatories.....	1
II.   The ALJ’s conclusion that the NMDU caused the NYP to refuse to promote Group 3 extras to the Group 1 list is not properly before the Board .....	4
III.  The ALJ and the General Counsel correctly relied on <i>Seafarers’ International           Union</i> .....	6
IV.  General Counsel has established that NMDU violated the Act by failing to provide <i>General Motors</i> and <i>Beck</i> notices .....	8
Conclusion .....	10

**TABLE OF AUTHORITIES**

<b>Cases</b>	<b>Page(s)</b>
<i>Baptist Hosp. of East Tennessee</i> , 351 NLRB 71 (2007) .....	5
<i>California Saw &amp; Knife Works</i> , 320 NLRB 224 (1995) .....	8
<i>Directors Guild of America, Inc. (Ass'n of Motion Picture &amp; Television Producers, Inc.)</i> , 198 NLRB 707 (1972) .....	7
<i>Ford Motor Co. v. Huffman</i> , 345 U.S. 330 (1953) .....	6
<i>IATSE Local 659 (MPO-TV of California)</i> , 197 NLRB 1187 (1972) .....	3, 7
<i>Interstate Bakeries Corp.</i> , 357 NLRB No. 4, slip op. (June 30, 2011) .....	7, 8
<i>New York Typographical Union No. 6 (Royal Composing Room, Inc.)</i> , 242 NLRB 378 (1979) .....	1
<i>Paperworkers Local 1033 (Weyerhaeuser Paper Co.)</i> , 320 NLRB 349 (1995) .....	8
<i>Ryan v. New York Newspaper Printing Pressmen's Union</i> , 590 F.2d 451 (2d Cir. 1979).....	6
<i>Seafarers' Int'l Union (American Barge Lines)</i> , 244 NLRB 641 (1979) .....	2, 6, 7, 8
<i>Teamsters Local 896 (Anheuser Busch, Inc.)</i> , 296 NLRB 1025 (1989) .....	1, 2

Counsel for the Acting General Counsel (General Counsel) filed exceptions to the Administrative Law Judge's Decision in the instant matter. Newspaper and Mail Deliverers' Union of New York and Vicinity (NMDU) filed an answering brief to General Counsel's exceptions. General Counsel submits this brief in reply to NMDU's answering brief.

**I. NMDU unlawfully grants employment preferences to certain individuals based on their prior employment with NMDU signatories**

In its answering brief to General Counsel's exceptions, NMDU Counsel claims the General Counsel alleges the employment and hiring preferences maintained and enforced in this case are illegal because they were granted to individuals on the NMDU Group 2 list, a list consisting of regular situation holders and Group 1 extras working for all NMDU signatory employers who are entitled to join the union, but denied to Group 3 extras and Group 4 casuals, individuals who do not have the right to join NMDU. (R. Answering Br. 4). NMDU's assertions mischaracterize General Counsel's arguments because General Counsel has clearly argued that NMDU's maintenance and enforcement of certain identified provisions in its collective-bargaining agreement with the New York Post (NYP) and the side letter redefining the measure of seniority in the agreement regarding the closing of City & Suburban Delivery Systems, Inc. (C & S) are unlawful because they are based on individuals' prior employment with NMDU signatories. Under the cases cited by the ALJ in his decision, this suffices to establish the various violations of Section 8(b)(1)(A) and (2) alleged in the consolidated complaints because the preferences are necessarily directly related to union membership. *See, e.g., New York Typographical Union No. 6 (Royal Composing Room, Inc.)*, 242 NLRB 378, 379 (1979).<sup>1</sup> (Board found that the employment preference at issue was unlawful because it was

---

<sup>1</sup> *Enforcement denied in relevant part*, 632 F.2d 171 (2d Cir. 1980). The Board has not adopted the Second Circuit's rationale for denying enforcement. In *Teamsters Local 896 (Anheuser Busch, Inc.)*, 296 NLRB 1025, 1028 (1989),

based upon an employee's employment in a shop under contract with the union and as such was directly related to membership in the union).

NMDU's maintenance and enforcement of various provisions in the collective-bargaining agreement with the NYP and the side letter redefining seniority in the closing agreement at C & S are unlawful even if the evidence were to establish that nonmembers benefited from the challenged provisions on an equal basis as members of NMDU. The Board cases discussed by the ALJ in his decision establish that the Board deems employment preferences at one employer based on individuals' prior employment at other employers under contract with the union unlawful even if the preference is available, in theory or in practice, to union members and nonmembers alike. In *Seafarers' International Union (American Barge Lines)*, 244 NLRB 641, 642 (1979), which was cited approvingly by the ALJ, the Board found that the union's adherence to the contract's provision that gave an employment preference to individuals who had worked for employers covered by a collective-bargaining agreement with the union, "in tandem with the union security requirements upon the signatory employers," unlawfully favors jobseekers who are union members over nonmembers, and also requires signatory employers to discriminate with respect to hiring . . ." in violation of Section 8(b)(1)(A) and (2) of the Act. In reaching this conclusion, the Board noted that specific examples of discrimination were not required to establish the violations, and the General Counsel did not have the obligation to "foreclose the theoretical possibility that nonmembers" could qualify to benefit from the challenged provision. *Id.* Indeed, the record in that case established the charging party, who was not a member of the respondent union, had been referred to employment by the union. *See id.* at 646 n.7. Similarly,

---

the Board affirmed its view that the creation of a "general referral class preference based exclusively on work experience under a union signatory and union signatory conditions" violates the Act.

in *IATSE Local 659 (MPO-TV of California)*, 197 NLRB 1187 (1972),<sup>2</sup> which is also discussed in the ALJ's Decision, the Board held a union violated the Act by maintaining an agreement that provided an industry experience roster conferring a preference for referrals to individuals who had previously worked for union signatories. The Board reached this conclusion even though it specifically noted union membership was not available to employees until they had been on the industry experience roster for a period of two years. *Id.* at 1188 n.4. Thus, nonmembers, like members, benefitted from the unlawful preference based on their prior employment with union signatories. For these reasons, the Board should conclude that the maintenance and enforcement of the challenged preferences violate the Act because they are based on individuals' prior employment with NMDU signatories without regard to whether the preferences would be in theory applicable to individuals who are not members of NMDU.

In Section VII of its answering brief, NMDU maintains the union and employers involved in this case had the right to define seniority in a manner that gave individuals credit for their prior employment with other union signatories. In support of this argument, NMDU Counsel asserts that the Board is not empowered "to tell the parties what they should agree to." (R. Answering Br. 8). General Counsel is mindful that the Act does not require parties engaged in collective bargaining to reach any particular result. The parties, however, may not agree to maintain and enforce contractual provisions that violate the Act, as the contractual provisions do in this case by providing employment preferences to individuals based on their prior employment with signatory employers. When parties negotiate unlawful contractual provisions, the Board can and does exercise its authority to remedy the unlawful clauses.

---

<sup>2</sup> *Enfd. mem.* 477 F.2d 450 (D.C. Cir. 1973).

**II. The ALJ's conclusion that the NMDU caused the NYP to refuse to promote Group 3 extras to the Group 1 list is not properly before the Board**

In Section IV of its answering brief, NMDU Counsel claims General Counsel alleges that NMDU's refusal to promote Group 3 extras and Group 4 casuals violates the Act. NMDU Counsel then proceeds to present various arguments why its refusal to elevate Group 3 and Group 4 extras to the NYP Group 1 list is not unlawful. (R. Answering Br. 5-6). Pursuant to Section 102.46(d)(2) of the Board's Rules and Regulations, General Counsel moves to strike these portions of Section IV of NMDU's answering brief because the arguments challenging the ALJ's conclusion that NMDU caused the NYP to refuse to promote Group 3 extras to the Group 1 list exceed the scope of General Counsel's exceptions.

The ALJ concluded that NMDU violated Section 8(b)(1)(A) and (2) of the Act by causing the NYP to refuse to promote Group 3 extras to the NYP Group 1 list. (ALJD 34:24-35). Neither the General Counsel nor the NMDU filed any exceptions challenging this conclusion of law. In Exception No. 15, General Counsel maintains that although the ALJ correctly found the NMDU's refusal on July 9, 2008 to elevate Group 3 extras to the Group 1 list violated the Act, the ALJ failed to find that the unlawful refusal commenced three months earlier.<sup>3</sup> NMDU's answering brief challenges the ALJ's findings and conclusions that NMDU violated the Act by its refusal to elevate Group 3 extras at the NYP to the Group 1 list, an issue not encompassed by General Counsel's exceptions or brief in support of those exceptions. NMDU's answering brief fails to address the General Counsel's actual exception on this issue, which is that NMDU's unlawful refusal commenced earlier than found by the ALJ. Under these circumstances, the Board should grant General Counsel's motion to strike the portions of Section IV of the NMDU's answering brief challenging the ALJ's conclusion that NMDU caused the

---

<sup>3</sup> In Exception No. 19, General Counsel also filed a related exception concerning the ALJ's failure to include an appropriate make-whole remedy for this violation in his recommended order.

NYP to refuse to promote Group 3 extras to the Group 1 list. *See Baptist Hosp. of East Tennessee*, 351 NLRB 71, 71 n.2 (2007) (Citing Sections 102.46(d)(2) and (e) of the Board's Rules and Regulations, the Board granted General Counsel's motion to strike portions of respondent's brief in opposition to General Counsel's exceptions where the arguments in the respondent's brief constituted exceptions to the judge's decision not presented in respondent's separate cross-exceptions and exceeded the scope of General Counsel's exceptions).

Even if the Board declines to grant General Counsel's motion to strike the requested portion of NMDU's brief, the arguments presented in Section IV should be found to lack any merit. NMDU Counsel appears to be asserting that NMDU's conduct is not unlawful because it has the right to protect the "livelihood of its senior bargaining unit members" by asking employers "not to add more employees" to a given group or job classification. (R. Answering Br. 5). General Counsel does not dispute that unions in the process of representing employees in a particular bargaining unit sometimes have to make difficult decisions that may benefit some bargaining unit employees to the detriment of other unit employees. That, however, is not what happened at the NYP when NMDU refused to convene a meeting of the Adjustment Board to elevate Group 3 extras to the Group 1 list. The testimony of NMDU President that NMDU refused to elevate Group 3 extras to the NYP Group 1 list because it wanted to save those spots for displaced C & S employees, individuals in an entirely different bargaining unit, establishes that NMDU protected the interests of "its senior bargaining unit members" employed at C & S at the expense of the NYP unit employees on the Group 3 list. (Tr. 496).

NMDU's argument is inherently flawed because it ignores the reality that the employment and hiring preferences at issue in this case were applied in the bargaining units at NYP, C & S, and The Times, each an independent bargaining unit, as if all the individuals

represented by the NMDU under various independent collective-bargaining agreements constituted a single bargaining unit. As the ALJ found, there is no and there never was a single overall multiemployer bargaining group. In addition, the record is devoid of any evidence on which the Board could determine that the bargaining units employed by the various independent employers and the various multiemployer employer groups ever constituted a single bargaining unit. NMDU's reliance on *Ford Motor Co. v. Huffman*, 345 U.S. 330 (1953) is misplaced because that case dealt with a collective-bargaining agreement granting seniority credit to certain employees in a bargaining unit for pre-employment military service and did not involve the issue presented in the NYP case, which is the granting of employment and hiring preferences to individuals outside of a particular bargaining unit based on their prior employment with other union signatory employers.<sup>4</sup>

### **III. The ALJ and the General Counsel correctly relied on *Seafarers' International Union***

NMDU Counsel maintains that *Seafarers' International* is not applicable in the instant case because there is no evidence that anyone was denied a higher placement on the industry-wide priority list based on their employment with non-signatory employers. A review of the applicable Board cases establishes that the existence or nonexistence of such evidence is entirely irrelevant. There is no discussion in *Seafarers' International* of whether Marvin Myers, the

---

<sup>4</sup> *Ryan v. New York Newspaper Printing Pressmen's Union*, 590 F.2d 451 (2d Cir. 1979), cited by NMDU Counsel is not applicable and also distinguishable from the instant case. In *Ryan*, a case brought under Section 301(a) of the Labor Management Relations Act, the Second Circuit considered whether the union breached the duty of fair representation owed to appellants. Thus, the court's focus was on whether the union's conduct was arbitrary under the relevant circumstances. The issue in the present case is whether the NMDU's maintenance and enforcement of various contractual provisions and the side letter of the closing agreement violate Section 8(b)(1)(A) and (2) of the Act. In *Ryan*, the court was convinced based on the record that the union's conduct was not arbitrary because there was no evidence that it acted with animus or ill will toward appellants, who were all members of the union. The same could not be said for the NMDU in this case where it caused nonmembers on the NYP Group 3 list to languish on that list even though there were several vacancies on the Group 1 list, which the parties had contractually agreed to maintain at 24 extras, in order to save those vacancies for any eventual displaced C & S employees. (GCX 16).

charging party, would have been ranked higher in the applicable seniority ratings if his prior employment with nonsignatory employers in the relevant field would have been considered. From the decision it is not evident whether Myers even had such prior employment. *Seafarers' International* is factually similar to the case at hand because both involve the granting of employment preferences to individuals based on their prior employment with other union signatory employers where they worked under union security requirements. The Board's decision in *Seafarers' International* is therefore applicable to the instant case and the ALJ properly applied that case in concluding NMDU's maintenance and enforcement of the various provisions in the NMDU-NYP CBA and the agreement involving the closing of C & S violated the Act.

Citing two federal circuit court decisions, NMDU Counsel maintains that the Board's rationale in *Seafarers' International* "has been routinely rejected by every Circuit Court that has considered the issue." (R. Answering Br. 6). This assertion is simply not true. Several circuit courts have enforced Board decisions holding that unions violate the Act when they bestow employment preferences to individuals based on their employment with other union signatory employers. See, e.g., *IATSE Local 659*, 197 NLRB 1187, *enfd. mem.* 477 F.2d 450 (D.C. Cir. 1973); *Directors Guild of America, Inc. (Ass'n of Motion Picture & Television Producers, Inc.)*, 198 NLRB 707 (1972), *enfd.* 494 F.2d 692 (9th Cir. 1974).

Finally, NMDU maintains the Board implicitly overruled *Seafarers' International* in *Interstate Bakeries Corp.*, 357 NLRB No. 4, slip op. (June 30, 2011). The Board should reject NMDU's contention. *Interstate Bakeries* did not overrule *Seafarers' International* because it dealt with an entirely different issue than was addressed in *Seafarers' International*. *Interstate Bakeries* dealt with the merger of two separate units employed by the same employer and

represented by the same union. *Seafarers' International* dealt with the employment preferences given to individuals in independent bargaining units based on their prior employment with other union signatories. If anything, *Interstate Bakeries*, as the ALJ correctly noted, supports the General Counsel's overall theory of the violations.

**IV. General Counsel has established that NMDU violated the Act by failing to provide *General Motors* and *Beck* notices**

Although NMDU maintains there is undisputed testimony that an NMDU Bulletin was posted in all shops in 2003, NMDU does not cite any part of the record to support this assertion. (R. Answering Br. 7). In fact, Respondent could not possibly cite to any part of the record because there is absolutely no testimony claiming such notice was ever posted in all NMDU shops. Concerning the bargaining unit employees at C & S, there is merely testimony that such notices were mailed to NMDU shops in 2003. (Tr. 822-23). The three individuals who testified they paid agency fees throughout their employment at C & S also affirmatively testified that they never received notice of *General Motors* and *Beck* rights. (Tr. 547-48, 566-67, 619-20). Therefore, there is no testimony or evidence to establish such notice was ever given to any C & S bargaining unit employee through a posting of such notice or any other manner.

Although there is evidence that such notice was posted at the NYP facility in 2003, there is no evidence that this posting remained at the facility for any period of time, particularly throughout 2009 when employees were hired and elevated at the NYP and became newly covered by the NMDU-NYP CBA union security clause.<sup>5</sup> Therefore, even if NMDU's scant evidence were credited to support a finding that a notice of rights was posted in 2003 at the NYP

---

<sup>5</sup> Pursuant to Adjustment Board Orders in 2009, employees were hired and elevated to Group 1 status and covered by the NMDU-NYP CBA. As new employees under *California Saw* or as members newly covered by union security clause under *Weyerhaeuser Paper*, the employees were entitled to *Beck* notices. See *California Saw & Knife Works*, 320 NLRB 224 (1995); *Paperworkers Local 1033 (Weyerhaeuser Paper Co.)*, 320 NLRB 349 (1995).

facility, such a posting falls woefully short of the its obligation to notify each employee of their rights prior to obligating them to make payments pursuant to the union security clause. Overall, the record and applicable law support a finding that NMDU violated Section 8(b)(1)(A) of the Act by failing to notify employees in the NYP and C & S bargaining units of their *General Motors* and *Beck* rights.

## CONCLUSION

For the foregoing reasons and for the reasons discussed in General Counsel's brief in support of exceptions, General Counsel respectfully requests the Board find the ALJ erred in connection with the issues addressed in the General Counsel's exceptions and make the requested findings of fact, conclusions of law, and modifications to the ALJ's recommended Order. The General Counsel requests that the Board modify the Notice to Members to conform to its findings and conclusions.

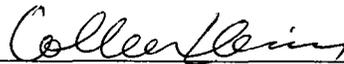
Dated at New York, New York  
May 4, 2012

Respectfully submitted,



---

Olga C. Torres  
Counsel for the Acting General Counsel  
National Labor Relations Board – Region 2  
26 Federal Plaza, Room 3614  
New York, New York 10278  
Telephone: 212.264.0300  
Email: [olga.torres@nrb.gov](mailto:olga.torres@nrb.gov)



---

Colleen M. Fleming  
Counsel for the Acting General Counsel  
National Labor Relations Board – Region 2  
26 Federal Plaza, Room 3614  
New York, New York 10278  
Telephone: 212.264.0300  
Email: [colleen.fleming@nrb.gov](mailto:colleen.fleming@nrb.gov)

## AFFIDAVIT OF SERVICE

I hereby certify that a copy of Counsel for the Acting General Counsel's Brief in Reply to Respondent's Answering Brief to General Counsel's Exceptions to the Administrative Law Judge's Decision was served on the 4th day of May, 2012, on the following parties:

### **E-File:**

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

### **E-mail:**

Daniel Silverman, Esq.  
Silverman & Silverman, LLP  
52 Third St.  
Brooklyn, NY 11231  
dan@silvermansilverman.com

Michael J. Lebowich, Esq.  
Proskauer Rose LLP  
Eleven Times Square  
New York, NY 10036  
mlebowich@proskauer.com

Elliott Azoff, Esq.  
Baker & Hostetler, LLP  
PNC Center  
1900 East 9th Street, Suite 3200  
Cleveland, OH 44114  
eazoff@bakerlaw.com

City and Suburban Delivery Systems, Inc. c/o  
New York Times  
Attn: Christopher Biegner  
Director of Human Resources  
620 Eighth Avenue  
New York, NY 10018  
cbiegner@nytimes.com

NYP Holdings, Inc., d/b/a The New York  
Post  
Attn: Kenneth Chiarella  
V.P. of Labor Relations and Delivery  
900 East 132nd Street  
Bronx, NY 10454  
Kenneth.Chiarella@dowjones.com

Warren Mangan, Esq.  
O'Connor & Mangan P.C.  
271 North Ave.  
New Rochelle, NY 10801  
ocmlawyers@aol.com

### **Overnight Mail:**

Newspaper and Mail Deliverers' Union and  
Vicinity  
Attn: Charles Setteducato, Acting President  
24-16 Queens Plaza South  
Long Island City, NY 11101

John Cassaro  
PO Box 304  
Central Valley, NY 10917

Raimond Moran  
P.O. Box 220170  
Great Neck, NY 11022

Christopher Fabiani  
21 Williams Road  
New Fairfield, CT 06812

Djevalin Gojani  
30 Pilot Street, Apt4-E  
Bronx, NY 10464

Terance Bright  
82 Saint Andrews Place, Apt 1-D  
Yonkers, NY 10705

Patrick Rizzotti  
93 Floral Parkway  
Floral Park, NY 11001

Marc Sussman  
330 Heather Court  
Yorktown Heights, NY 10598

Patrick Forte  
50 Dehart Ave.  
Staten Island, NY 10303

Stefani Lombardi  
31 Cheryl Avenue  
Staten Island, NY 10312

Reyson Pimentel  
2001 Hermony Avenue  
Bronx, NY 10473

Jesus Mejia  
3134 Kingsbridge Terrace  
Bronx, NY 10453

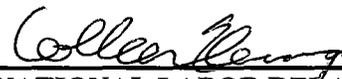
Cesar Ceballos  
2075 Walton Ave., Apt. 3D  
Bronx, NY 10453

Shiwu Peng  
1067 Brighton Beach, Apt. 3  
Brooklyn, NY 11235

Enrique Grados  
21 Fountain Place, Apt. 104  
New Rochelle, NY 10801

Richard Atkins  
70 Lorraine Avenue  
Mt. Vernon, NY 10550

Daniel F. Altieri  
619 77th Street  
Brooklyn, NY 11209



**NATIONAL LABOR RELATIONS BOARD**

Subscribed and sworn to by me this:  
May 4, 2012

  
**Designated Agent**