

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 27

ROAD SPRINKLER FITTERS LOCAL  
UNION NO. 669, U.A., AFL-CIO

and

Case 27-CC-091349

FIRETROL PROTECTION SYSTEMS, INC.

and

COSCO FIRE PROTECTION, INC.

(Party in Interest)

and

MX HOLDINGS US, INC.

(Party in Interest)

and

CFP FIRE PROTECTION, INC.

(Party in Interest)

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**ACTING GENERAL COUNSEL'S OPPOSITION TO  
TO RESPONDENT'S MOTION IN LIMINE OR FOR A POSTPONEMENT OF THE  
HEARING**

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Pursuant to Rule 102.24 of the *Rules and Regulations* of the National Labor Relations Board, Counsel for the Acting General Counsel (Acting General Counsel) hereby submits the following opposition to Respondent Road Sprinkler Fitters Local 669's (Respondent's) Motion in Limine or for a Postponement of the Hearing in the above-captioned case:

## **I. INTRODUCTION**

Respondent in this case has a labor dispute with the Charging Party, Firetrol Protection Systems, Inc. (Firetrol), based on Firetrol's decision to close its Denver, Colorado facility at the time that the Respondent was organizing its fire sprinkler fitter employees. Respondent has a collective bargaining agreement with the National Fire Sprinkler Association, Inc. (NFSA), a multi-employer association. Cosco Fire Protection, Inc. (Cosco) is a NFSA member and signatory employer. Cosco, Firetrol, and CFP Fire Protection, Inc. (CFP) are subsidiaries of MX Holdings (MX). Firetrol, CFP, and MX are not and have never been signatory to Respondent's labor agreement with NFSA.

The Complaint in this case alleges that by filing and maintaining both a grievance and a lawsuit to compel arbitration against Cosco, MX, and CFP wherein Respondent seeks to apply Addendum C of Cosco's labor agreement to Firetrol, Respondent has violated Section 8(b)(4)(ii)(A) and (B) of the National Labor Relations Act (Act). Respondent's Motion in Limine seeks to exclude evidence "on the merits of the [Respondent's] pending grievance other than that probative of the legal issues of whether the grievance has an unlawful 'refus[al]' and/or 'cease doing business object' and/or an unlawful 'recognitional' object." Specifically, Respondent asks the Administrative Law Judge to exclude evidence regarding the relationships and interactions among and between Firetrol, Cosco, CFP, and MX Holdings.

In the alternative, Respondent requests a 30-day postponement of the hearing. Respondent's motion should be denied in full for two primary reasons. First, analysis of the relationship between Firetrol, Cosco, CFP and MX is an essential element of proof to determine whether Respondent's prosecution of the grievance and lawsuit is secondary in nature within the meaning of Section 8(b)(4)(ii)(A) and (B). Moreover, according to Black's Law Dictionary 1033

(rev. 7th ed. 1999), a party makes a motion in limine typically "when it believes that mere mention of the evidence during trial would be highly prejudicial and could not be remedied by an instruction to disregard." Respondent does not and cannot contend that evidence of the relationship of the Charging Party and Parties In Interest would be prejudicial. Indeed, the nature of these relationships, i.e., "right of control," has been put into issue by the issuance of this Complaint and Respondent's Answer to the Complaint. Second, postponement of the hearing conflicts with the Act's mandate to prioritize the processing of Section 8(b)(4)(A) and (B) cases.

## II. ARGUMENT

### **A. The Relationship Between Firetrol, Cosco, CFP, and MX is Essential to Determining Whether Respondent's Prosecution of the Grievance and Lawsuit has a Secondary Object within the Meaning of Section 8(b)(4)(ii)(A) and (B) of the Act**

As described more fully below, the introduction of evidence concerning the relationship between Firetrol and Cosco, CFP, and MX is necessary to determine whether Respondent has violated the Act as alleged in the Complaint. The Complaint alleges the following three violations: (1) Respondent's grievance and lawsuit effectively convert Addendum C, an otherwise facially valid anti-dual shop clause, into an unlawful Section 8(e) provision in violation of Section 8(b)(4)(ii)(A);<sup>1</sup> (2) Respondent's grievance and lawsuit has the unlawful object of coercing the neutral employers Cosco, CFP, and MX to cease doing business with each other and Firetrol in violation of Section 8(b)(4)(ii)(B); and (3) Respondent's grievance and lawsuit has the unlawful object of coercing Firetrol to recognize Respondent as the collective bargaining representative of its former Denver, Colorado based employees in violation of Section 8(b)(4)(ii)(B).

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<sup>1</sup> The General Counsel concedes that Addendum C is facially valid as found by the Board in *Road Sprinkler Fitters Local 669 (Cosco Fire Protection)*, 357 NLRB No. 176, slip op. (2010). However, the Board in that case recognized the possibility that an "as-applied" charge would exist in the event Addendum C is read to require the signatory to cease doing business with another entity. *Id.*, slip op at 5, fn.11. That is the precise situation presented in this case.

Sections 8(b)(4)(ii)(A) and (B) of the Act, along with Section 8(e), constitute the secondary boycott prohibitions of the Act. The underlying purpose of the Act's secondary boycott provisions is to preserve a union's right to bring pressure on an offending or primary employer while protecting the neutral or secondary employer from disputes that a union has with the primary employer. *NLRB v. Denver Bldg. Trade*, 341 U.S. 675, 692 (1951). The primary employer has the "right of control" to resolve the labor dispute and is the entity who would have to change its policies to satisfy the union's demands. *Teamsters Local 700 (U.S. Dep't of Defense)*, 288 NLRB 1224, 1225 (1988). The neutral or secondary employer is the one who does not control the labor relations of the primary. *Id.*

A violation of Section 8(b)(4)(ii)(A) is established where a union coerces an employer with the object of forcing it to enter into an agreement prohibited by Section 8(e). *Newspaper and Mail Delivers' Union of New York (New York Post)*, 337 NLRB 608, 608 (2002). Section 8(e) makes it an unfair labor practice for an employer and union to enter into an agreement requiring the employer to refrain from dealing in the product of another employer or to cease doing business with any other person. *Road Sprinkler Fitters, Local 669 (Cosco)*, 357 NLRB No. 176, slip op at 2 (2011). However, clauses that fall within the literal proscription of Section 8(e) are lawful if they have the primary objective of preserving or protecting work performed by the employees of the employer bound by the contractual provision. *Id.*; *Iron Workers (Southwestern Materials)*, 328 NLRB 934, 936 (1999). Therefore, Section 8(e)'s proscriptions reach only agreements with secondary objectives.<sup>2</sup> *Local 669 (Cosco)*, 337 NLRB No. 176, slip op at 2.

A violation of Section 8(b)(4)(ii)(B) is established where a union coerces a neutral employer to cease doing business with another entity. *United Food and Commercial Workers*

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<sup>2</sup> A contract clause with a secondary objective is still lawful if it comes within the construction-industry proviso. *Iron Workers (Southern Materials)*, 328 NLRB at 936.

*Union Local No. 367 (Quality Food Centers, Inc.)*, 333 NLRB 771, 781 (2001). A union may defend by showing (1) that its grievance seeks to preserve work traditionally performed by its unit employees, which is fairly claimable by bargaining unit employees; and (2) that the neutral employer had the right to control the assignment of the disputed work. *Id.* at 772 and 781.

Thus, Board law is clear that a requisite element of proof to establish both an 8(b)(4)(ii)(A) and (B) violation is that the coercive conduct must have a secondary objective – i.e. the coercive conduct is aimed at employers with no “right of control” to resolve the ongoing labor dispute. Therefore, it is necessary for the Acting General Counsel to present evidence as part of its case in chief to establish that Cosco, CFP, and MX have no “right of control” over Firetrol’s labor relations or to control the assignment of the disputed work. Additionally, this evidence is also relevant to determine whether one object of the grievance is to cause a cessation of business and/or to cause an unlawful recognition. In that regard, if the evidence showed that the entities were single or joint employers, as Respondent alleges in its grievance, it would logically follow that there could be no unlawful cease doing business or recognition object. The relationship between the four entities is a question of fact and the Acting General Counsel should be permitted to introduce evidence regarding the relationship between the entities to establish that Respondent’s litigation has a secondary objective and an unlawful object.<sup>3</sup>

Finally, Respondent errs in asserting that the relationship between the parties is a matter for the arbitrator to decide and not the Board. The issue presented in this case is not, as Respondent asserts, whether Respondent’s grievance is “reasonably based.” Rather, the issues

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<sup>3</sup> Respondent’s reliance on Judge Kocol’s decision in the 2010 case to preclude the Acting General Counsel from litigating the single employer status of Cosco and Firetrol is misplaced. That case involved only the allegation that Addendum C is facially unlawful under Section 8(e). Therefore, the relationship between Cosco and Firetrol in the prior case was irrelevant to the determination of whether Addendum C violated Section 8(e) on its face. In contrast, the Complaint in the present case alleges that Respondent’s application of Addendum C to Firetrol through its grievance and lawsuit violates Section 8(b)(4)(ii)(A) and (B).

presented include: (1) whether Respondent's litigation has a secondary objective; and (2) whether the litigation is coercive because it has an unlawful cease doing business object and/or an unlawful recognition object. As discussed above, evidence concerning the relationship between the entities is critical to establishing the secondary objective element of the secondary boycott allegations. The extent to which the relationship between Firetrol and the other entities may or may not be an issue in the underlying grievance is frankly irrelevant to whether it is necessary to litigate their relationship as part of this unfair labor practice hearing. Accordingly, Respondent's motion to exclude evidence concerning the relationship between Firetrol, Cosco, CFP, MX Holdings, should be denied.

**B. Postponement of the Hearing Is Unwarranted**

A postponement of the hearing for 30 days would contravene the Act's policy of affording priority to the processing of Section 8(b)(4)(A) and (B) cases. Section 10(l) of the Act requires regional offices to give priority to the processing of Section 8(b)(4)(A) and (B) cases and requires the filing of a 10(l) petition seeking injunctive relief where a Regional Director has "reasonable cause to believe" that a violation of Section 8(b)(4)(A) or (B) has occurred. Moreover, unfair labor practice hearings must be scheduled within 28 days of issuing a complaint when 10(l) injunctive relief is sought. Section 10200.1 *NLRB Case Handling Manual Part 1, ULP Proceedings*. Here, the Acting General Counsel intends to file a 10(l) petition in Federal District Court on April 30, 2013<sup>4</sup> and, therefore, scheduled the hearing for 21 days after Complaint issued. A postponement of the hearing for 30 additional days would extend the hearing date to 51 days after issuance of the Complaint, which directly conflicts with the expedited hearing requirements for Section 8(b)(4)(A) and (B) cases.

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<sup>4</sup> All dates are 2013 unless otherwise indicated.

Moreover, Respondent has had sufficient time to prepare witnesses and serve subpoenas. Respondent has been aware since at least March 20, that the issuance of a Complaint was imminent, absent settlement. In that regard, the Acting General Counsel notified Respondent on March 20, that, absent settlement, it intended to file for 10(l) injunctive relief and schedule an expedited unfair labor practice hearing. Attachment A. However, Respondent requested meetings with the Regional Director and Acting General Counsel to discuss the merit decision. Attachment B and C. The Acting General Counsel accommodated Respondent's request and delayed issuing the Complaint until after Respondent had the opportunity to meet with both the Regional Director and the Acting General Counsel. Thus, any delay in the issuance of the Complaint is largely attributable to Respondent.

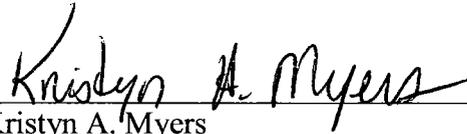
Additionally, on April 10, the same date the Complaint issued, Respondent requested subpoenas *deuces tecum* and *ad testificandum* in preparation for the "the hearing scheduled for May 1, 2013." Attachment D. The Acting General Counsel made subpoenas available to Respondent the next day. Attachment E. Thus, Respondent was aware on April 10, that the hearing was scheduled for May 1, and subpoenas were made available to Respondent on April 11. Accordingly, Respondent's argument that it needs additional time to prepare witnesses and serve subpoenas is disingenuous. For the above reasons, Respondent's motion to postpone the hearing should be denied.

### **III. CONCLUSION**

Based on the foregoing, the Acting General Counsel opposes Respondent's Motion in Limine or for a Postponement of the Hearing. Therefore, the Acting General Counsel requests that Respondent's motion be denied to the extent that it seeks to exclude evidence concerning the relationship and interaction between Firetrol, Cosco, MX Holdings, and CFP. Counsel for the

Acting General Counsel further asks the Administrative Law Judge to deny Respondent's request for a 30-day postponement of the hearing so that the hearing can go forward as scheduled on May 1.

Respectfully submitted,



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Kristyn A. Myers  
Counsel for the Acting General Counsel  
NATIONAL LABOR RELATIONS BOARD  
Region 27  
600 17<sup>th</sup> St., Suite 700N  
Denver, CO 80202  
303-844-6657



---

Michelle Devitt  
Counsel for the Acting General Counsel  
NATIONAL LABOR RELATIONS BOARD  
Region 27  
600 17<sup>th</sup> St., Suite 700N  
Denver, CO 80202  
303-844-0000

Dated at Denver, Colorado  
This 29th day of April, 2013

**From:** Myers, Kristyn  
**To:** "Natalie Moffett"  
**Subject:** RE: Firetrol  
**Date:** Wednesday, March 20, 2013 3:56:00 PM

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Natalie:

The Regional Director is available to meet with Mr. Osborne on **Tuesday, March 26 at 9:00 a.m.** at the Regional office to discuss this case.

Meanwhile, the Region is still interested in pursuing settlement. In that regard, a complete Board remedy will include the following affirmative action on the part of the Union: (1) posting of Notices; (2) cease pursuing the grievance and lawsuit; (3) withdrawal of the grievance; (4) seek dismissal of the federal lawsuit; and (5) reimburse Firetrol, Cosco, MX Holdings, and/or CFP for all reasonable expenses and legal fees, with interest, incurred by them in defending against the grievance and the federal lawsuit. If the Union is interested in settlement, please let me know and I will send you an Informal Board Settlement. Absent settlement, the Region intends to issue Complaint in this matter on Friday, March 22. However, if Mr. Osborne is interested in discussing settlement on Tuesday, the Regional Director will not issue the Complaint on Friday. Rather she will wait until Tuesday afternoon to issue Complaint, in the event that the Union does not want to settle after meeting on Tuesday. Keep in mind that the issuing of the Complaint does not bar further settlement discussions. Absent settlement, the Region is going to expedite the trial and most likely schedule it for April 23.

The Region will likely file the 10(l) injunction papers sometime shortly after the Complaint issues. In that regard, the Region is soliciting the Union's and Cosco's positions regarding whether they would agree to jointly file a motion to stay the district court proceedings. A joint motion to stay the district court proceedings would obviate the need for the 10(l) proceedings.

Finally, you requested that I send you case authority concerning addendum C having a cease doing business object as applied in the grievance and lawsuit. Following are some of the cases: *Long Elevator*, 289 NLRB 1095 (1988); *Nevins Realty*, 313 NLRB 392 (1993), and *Alessio Construction*, 310 NLRB 1023 (1993).

Please respond to this e-mail by close of business March 22 informing me of the following: (1) the Union's position regarding settlement and whether the Mr. Osborne is interested in discussing settlement with the Regional Director on Tuesday; and (2) the Union's position about filing a joint motion to stay the Federal Court proceeding, which would likely make the 10(l) proceedings unnecessary.

Attachment A

Feel free to contact me with any questions or concerns.

Kristyn Myers  
Field Attorney  
NLRB-Region 27  
(303) 844-6657

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**From:** Natalie Moffett [<mailto:NMoffett@osbornelaw.com>]  
**Sent:** Wednesday, March 20, 2013 9:45 AM  
**To:** Myers, Kristyn  
**Subject:** RE: Firetrol

Kristyn:

Bill is out of the office again today. He did ask me to contact the Region to see if he could arrange a meeting with the Regional Director next Tuesday as he has to travel in that direction anyway for negotiations. What is her availability for a meeting Tuesday after 10am?

Thank you,  
Natalie

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**From:** Myers, Kristyn [<mailto:Kristyn.Myers@nlrb.gov>]  
**Sent:** Tuesday, March 19, 2013 11:42 AM  
**To:** Natalie Moffett  
**Subject:** RE: Firetrol

Thank you.

Kristyn Myers  
Field Attorney  
NLRB-Region 27  
(303) 844-6657

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**From:** Natalie Moffett [<mailto:NMoffett@osbornelaw.com>]  
**Sent:** Tuesday, March 19, 2013 9:39 AM  
**To:** Myers, Kristyn  
**Subject:** Firetrol

Hi Kristyn:

I got your voicemail. Bill is taking the lead on this case and is out of the office today. He asked me to let the Region know he would contact you tomorrow.

Thanks,  
Natalie

Natalie C. Moffett  
OSBORNE LAW OFFICES, P.C.  
4301 Connecticut Ave., NW

Suite 108  
Washington, D.C. 20008  
(202)243-3200

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**From:** Bill Osborne  
**To:** Mattina, Celeste J.  
**Cc:** Solomon, Lafe E.; Purcell, Anne G.; Kearney, Barry J.; Jones, Wanda Pate; Myers, Kristyn; laurencez@rac-law.com; Natalie Moffett; John Bodine; gessner.669@worldnet.att.net  
**Subject:** RE: Road Sprinkler Fitters Local 669, U.A. , AFL-CIO (Firetrol Protection), NLRB Case no. 27-CC-091349  
**Date:** Monday, April 01, 2013 1:42:56 PM

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Ms. Mattina – We settled late last night and are completing the bargaining process today. I will get home late tonight and be in contact with you tomorrow morning. Thank you for your courtesy and cooperation. Bill Osborne

**From:** Bill Osborne  
**Sent:** Sunday, March 31, 2013 1:49 PM  
**To:** 'Mattina, Celeste J.'  
**Cc:** Solomon, Lafe E.; Purcell, Anne G.; Kearney, Barry J.; Jones, Wanda Pate; Myers, Kristyn; laurencez@rac-law.com; Natalie Moffett; John Bodine; gessner.669@worldnet.att.net  
**Subject:** RE: Road Sprinkler Fitters Local 669, U.A. , AFL-CIO (Firetrol Protection), NLRB Case no. 27-CC-091349

Ms. Mattina – We are still at the bargaining table here in Las Vegas on the last day of the contract, so a national strike is one possibility and my schedule for next week is unsettled. Hopefully, I will be back in D.C. by Tuesday at the latest. So, Wednesday is probably available. However, I was hopeful of meeting with Acting General Counsel Solomon and if he is back in town early next week that would be preferable. I also think a meeting rather than a conference call is more helpful, and would be more than happy to come to your offices to meet whenever it is scheduled. I will be back in touch when my schedule becomes more clear. Thank you for your courtesy and attention to this matter. Bill Osborne

**From:** Mattina, Celeste J. [<mailto:celeste.mattina@nrlb.gov>]  
**Sent:** Saturday, March 30, 2013 9:41 PM  
**To:** Bill Osborne  
**Cc:** Solomon, Lafe E.; Purcell, Anne G.; Kearney, Barry J.; Jones, Wanda Pate; Myers, Kristyn; laurencez@rac-law.com; Natalie Moffett; John Bodine; gessner.669@worldnet.att.net; Bill Osborne  
**Subject:** Re: Road Sprinkler Fitters Local 669, U.A. , AFL-CIO (Firetrol Protection), NLRB Case no. 27-CC-091349

Mr. Osborne,

Acting General Counsel Salomon will be out next week, but he has asked me to arrange a meeting with you and representatives of the Division of Advice to discuss any questions or concerns you may have about this case sometime during this following week. I am proposing a conference call or videoconference, preferably on Wednesday, April 3, at a time convenient for you, except between 1:00 and 2:00 p.m. If you are unavailable that day, please let me know when you will be able to discuss this case with us on any other day of this week. We would like to address and respond to any outstanding issues by the end of this week.

I look forward to hearing from you soon.

Celeste J Mattina, Deputy General Counsel

Sent from my iPad

On Mar 29, 2013, at 3:53 PM, "Bill Osborne" <[bosborne@osbornelaw.com](mailto:bosborne@osbornelaw.com)> wrote

March 29, 2013

Mr. Solomon/Ms. Mattina/Ms. Purcell/Ms. Jones/Ms. Myers:

We just received a message that the Region is now withdrawing its proposal for a 30 day stay to await the District Court's decision, which the Division of Advice had apparently approved, solely because the Charging Party would not agree. We did not understand that the Charging Party was running the Agency. The charges have been pending for five (5) months so a short delay would not prejudice anyone. As I am out of town, and will not be able to meet until next week, I reiterate our request that everything be held in abeyance until we are able to meet next week. Thank you for your consideration in this matter. This is a very surprising and disappointing turn of events. Thank you, Bill Osborne

Attachment B

**From:** Bill Osborne  
**Sent:** Friday, March 29, 2013 2:15 PM  
**To:** lafe.solomon@nlrb.gov; celeste.mattina@nlrb.gov; Anne.Purcell@nlrb.gov; Barry.Kearney@nlrb.gov; Wanda.Pate-Jones@nlrb.gov; Kristyn.Myers@nlrb.gov; laurencez@rac-law.com; nmoffett@osbornelaw.com  
**Cc:** John Bodine; gessner.669@worldnet.att.net; b.osborne@osbornelaw.com  
**Subject:** Road Sprinkler Fitters Local 669, U.A. , AFL-CIO (Firetrol Protection), NLRB Case no. 27-CC-091349  
**Importance:** High

March 29, 2013

Mr. Solomon/Ms. Mattina/Ms. Purcell/Ms. Jones/Ms. Myers:

We had a constructive meeting with Regional Director Jones in Denver on Wednesday and discussed several alternatives in the hope of delaying or avoiding litigating a Section 10(I) injunction case. Several alternatives are under consideration. However, we were unable to reach any understanding on the underlying merits of the case which are in the domain of the Division of Advice.

The Region is apparently willing to wait thirty (30) days for a decision by the Court but wants to issue Complaint early next week. Given that the charges are five (5) months old, that the Region is agreeable to a thirty (30) day stay, that there is no ongoing conduct, and that we have never had a chance to discuss the matter with the General Counsel, it makes better sense to us to hold issuance of a Complaint at least until we have had an opportunity to meet with Mr. Solomon at his earliest convenience.

On the merits of the charges, we continue to request legal authority supporting the charge which we believe to be governed by *Road Sprinkler Fitters Local 669 (Cosco Fire Protection)*, 357 NLRB No. 176 (2011) and *Heartland Industrial Partners*, 348 NLRB 1081 (2006). We sent a letter dated March 26, 2013 (enclosed) addressing the precedents cited by the Region and explaining why they are inapposite here. Following our conference, the Region cited one additional case, *Sheet Metal Workers Local 27, (Thomas Roofing)*, 321 NLRB 540 (1996), another case involving a contract clause that is categorically different from the authorization card neutrality clause in question here. In *Thomas Roofing*, the Board found that the Union acted with an unlawful secondary "cease doing business" object because it (1) interfered with the employer's installation of a nonunion secondary employer's products and did not cease its interference until the union signatory employer replaced the secondary employer's products with a union-approved vendor's products; and (2) obtained a joint adjustment board decision penalizing the signatory employer for use of a secondary employer's products. As the Board held with regard to this clause, it "does not require a signatory to cease doing business with anyone," and indeed such an unlawful secondary object "would not be possible." *Cosco Fire Protection*, 357 NLRB No. 176, slip op. at 4-5 (citing *Heartland, supra*).

We will continue to discuss the Section 10(I) issues with the Region in the hope of avoiding costly and unwarranted litigation, but would like to schedule a meeting with Mr. Solomon and whomever he would like to include to address what we believe to be the clearly erroneous legal foundation for the charges. We further request that the issuance of a Complaint be held in abeyance pending that meeting.

I am in Las Vegas helping negotiate the Local 669 National Agreement which expires this Sunday. I will be back in D.C. on Monday at the latest. Please address any questions in the interim to my colleague Natalie Moffett at our D.C. office.

Thank you for your attention to this matter.

Respectfully submitted,

Bill  
Osborne

April 10, 2013

Via Electronic Mail

Wanda Pate Jones  
Regional Director, NLRB  
North Tower  
600 17th Street  
7th Floor  
Denver, CO 80202-5433  
Attn: Kristyn Myers

Re: *Local 669*, Case No.  
27-CC-091349

Dear Ms. Jones:

In light of the hearing scheduled for May 1, 2013, in the above-referenced matter, Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO, requests that the Region issue three (3) subpoenas *deuces tecum* and three (3) subpoenas *ad testificandum* in this case. We also request that you issue the subpoenas at the Washington, DC Resident Office of Region 5 so that we can make arrangements to have someone pick them up as soon as possible.

Thank you for your assistance, and please let us know if you have any questions.

Very truly yours,



Natalie C. Moffett

**From:** [Natalie Moffett](mailto:Natalie.Moffett)  
**To:** [Myers, Kristyn](mailto:Myers.Kristyn)  
**Subject:** RE: Firetrol 27-CC-091349  
**Date:** Thursday, April 11, 2013 1:58:23 PM

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Thanks Kristyn.

-----Original Message-----

From: Myers, Kristyn [<mailto:Kristyn.Myers@nlrb.gov>]  
Sent: Thursday, April 11, 2013 3:53 PM  
To: Natalie Moffett  
Subject: RE: Firetrol 27-CC-091349

Natalie,

We have sent your letter requesting subpoenas to Resident Officer Mark Kalaris at the DC office. He should be contacting you about when you can pick up the subpoenas. Let me know if you don't hear from them.

Kristyn Myers  
Field Attorney  
NLRB-Region 27  
(303) 844-6657

-----Original Message-----

From: Natalie Moffett [<mailto:NMoffett@osbornelaw.com>]  
Sent: Thursday, April 11, 2013 7:38 AM  
To: Myers, Kristyn  
Subject: FW: Firetrol 27-CC-091349

Kristyn:

Given the issues involved in this case, I actually need to request seven (7) subpoena duces tecum. Can you amend our request to the DC Resident office or do you need another letter from me? Thank you!

Natalie

-----Original Message-----

From: Natalie Moffett  
Sent: Wednesday, April 10, 2013 2:01 PM  
To: [Kristyn.Myers@nlrb.gov](mailto:Kristyn.Myers@nlrb.gov)  
Subject: Firetrol 27-CC-091349

Hi Kristyn:

Attached please find a request for subpoenas to be issued out of the Washington DC Resident office in the above-referenced case. Please let me know if you have any questions or need anything further. Thank you!

Natalie

Attachment D

## CERTIFICATION OF SERVICE

I hereby certify that a copy of Counsel for the Acting General Counsel's **OPPOSITION TO RESPONDENT'S MOTION IN LIMINE OR FOR A POSTPONEMENT OF THE HEARING**, together with this Certificate of Service, was E-filed or E-Mailed, as indicated below, to the following parties on April 29, 2013:

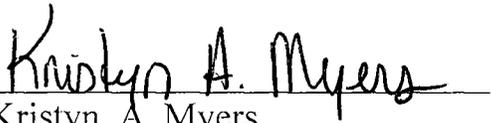
National Labor Relations Board's Division of Judges  
1099 14<sup>th</sup> St. N.W.  
Washington, DC 20570  
**E-Filed at [www.nlr.gov](http://www.nlr.gov) with the Board's Division of Judges**

William W. Osborne Jr.  
Osborne Law Offices, P.C.  
4301 Connecticut Ave. NW, Ste. 108  
Washington, DC 20008-2304  
Counsel for Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO  
**E-Mailed at [bosborne@osbornelaw.com](mailto:bosborne@osbornelaw.com)**

Natalie C. Moffett  
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Washington, DC 20008-2304  
Counsel for Road Sprinkler Fitters Local Union No. 669, U.A., AFL-CIO  
**E-Mailed at [nmoffett@osbornelaw.com](mailto:nmoffett@osbornelaw.com)**

Mark S. Ross, Esq.  
Jackson Lewis LLP  
50 California St. 9<sup>th</sup> Floor  
San Francisco, CA 94111  
Counsel for Firetrol Protection Systems, Inc.  
**E-Mailed at [mark.ross@jacksonlewis.com](mailto:mark.ross@jacksonlewis.com)**

James Severson  
Bingham McCutchen LLP  
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San Francisco, CA 94111  
Counsel for Cosco Fire Protection Inc.; MX Holdings US, Inc.; and CFP Fire  
Protection, Inc.  
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