

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

AUSTIN FIRE EQUIPMENT, LLC	*	
Respondent	*	
and	*	JD (ATL) – 11-13 (5/16/13)
	*	
ROAD SPRINKLER FITTERS LOCAL	*	Case No. 15-CA-019697
UNION NO. 669, U.A., AFL-CIO	*	
Union	*	
	*	

**RESPONDENT’S EXCEPTIONS TO ALJ’S DISMISSAL OF RESPONDENT’S
EAJA APPLICATION**

Respondent Austin Fire, LLC (hereafter “Respondent” “Austin Fire” or “Company”), pursuant to National Labor Relations Board Rules & Regulations 102.46, respectfully submits the following Exceptions to the May 6, 2013 Supplemental Decision of the Administrative Law Judge (“ALJ”) dismissing Respondent’s Application for Attorneys’ Fees and Costs Pursuant to the Equal Access to Justice Act:¹

1. Respondent excepts to the ALJ’s finding that the Acting General Counsel was substantially justified in pursuing this action given that *USA Fire Protection*² was pending Board review. (ALJD 13).
2. Respondent excepts to the ALJ’s finding that the Acting General Counsel was substantially justified in concluding that the Acknowledgement language met the three-part test of *Central Illinois*.³ (ALJD 14).
3. Respondent excepts to the ALJ’s finding that – notwithstanding finding that the testimony of Respondent’s president (Russell Ritchie) “was essentially uncontroverted”⁴

¹ References to the ALJ’s supplemental decision will be designated by the abbreviation “ALJD __,” and will refer to the specific page number(s). The basis for each exception, including reference to the record and supporting legal authorities and argument, has been set forth in the supporting brief filed with the Exceptions.

² 2010 WL 3285412 (Case No. 10-CA-38074).

³ *Stanton Fuel & Material (Central Illinois)*, 335 NLRB 717 (2001).

- “credibility and extrinsic evidence were so significant in this case” that the Acting General Counsel had a reasonable basis in law and fact and was substantially justified in not only issuing a complaint, but also in pursuing the complaint allegations throughout these proceedings. (ALJD 17).

4. Respondent excepts to the ALJ’s finding that the Acting General Counsel was substantially justified in rejecting the Respondent’s settlement offers. (ALJD 18).
5. Respondent excepts to the ALJ’s finding that the Acting General Counsel has met his burden of establishing that his position during all stages of this proceeding was substantially justified on the basis of the administrative record as a whole. (ALJD 18).

Date: June 3, 2013

Respectfully Submitted

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⁴ See ALJD at pp. 15-16.

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

AUSTIN FIRE EQUIPMENT, LLC	*	JD (ATL) 11-13 (5/6/13)
Respondent	*	
and	*	
	*	
ROAD SPRINKLER FITTERS LOCAL	*	
UNION NO. 669, U.A., AFL-CIO	*	
Union	*	
	*	

**RESPONDENT’S MEMORANDUM IN SUPPORT OF RESPONDENT’S EXCEPTIONS
TO ALJ’S DISMISSAL OF RESPONDENT’S EAJA APPLICATION**

The Acting General Counsel has *failed* to meet his burden of proving he was substantially justified in pursuing a Section 9(a) relationship. This case presented the *same* legal issues, based on the *same* documents from the *same* union as the *G & L* case, which was pending Board review when complaint issued in this case. The Board issued decisions in both cases on September 28, 2012 finding the Acknowledgement language (relied upon by the Acting General Counsel in both cases but failing to establish a Section 9(a) relationship) was facially incapable of supporting a Section 9(a) relationship finding. Nonetheless, the Acting General Counsel *vigorously* pursued this case, without introducing *any* evidence to establish a Section 9(a) relationship. The Acting General Counsel’s *unjustified* pursuit of this case has necessitated Respondent’s costly and needless defense of this unnecessarily duplicative proceeding. Thus, Respondent is entitled to reimbursement under the Equal Access to Justice Act for its attorneys’ fees and costs incurred in defending against the Acting General Counsel’s unjustified pursuit of patently *flawed* Section 9(a) relationship complaint allegations.

I. STATEMENT OF THE CASE

Russell Ritchie is the owner and president of Respondent Austin Fire Equipment, LLC. In June 2007, Ritchie entered into a one-job project agreement with Road Sprinkler Fitters Local Union No. 669 (“Union”) to remain in effect through that one job which was scheduled to last approximately six months. During this approximate six month period, Ritchie agreed to be bound by the existing collective bargaining agreement (“CBA” or “agreement”), effective from April 1, 2007 until March 31, 2010, between National Fire Sprinkler Association, Inc. (“NFSA”) and the Union.¹

In May 2008, Respondent was awarded a contract with Valero Refinery and needed additional fitters for this construction job. Ritchie informed the Union’s representatives that he would be willing to sign a one year agreement in order to obtain the additional sprinkler fitters needed for this job. When Ritchie met with the Union’s representatives, the Union insisted that he sign for a one year period; however, at the July 8, 2008 signing, the Union insisted on an eighteen month period, until the agreement’s March 31, 2010 expiration. On July 8, 2008, Ritchie agreed to “try out” the Union to see if the arrangement would be beneficial to the development and growth of Respondent’s construction division, and signed the two-page signatory agreement. After signing the agreement, the Union presented Ritchie with a one-page form entitled “Acknowledgement of the Representative Status of Road Sprinkler Fitters Local Union No. 669, U.A. AFL-CIO” (“Acknowledgement”) that he was told by the Union that he “had to sign.” Relying on the Union’s representation and without any understanding of the meaning of the document, Ritchie signed the Acknowledgement, which included the following language:

¹ This is the *same* union and *same* CBA as in *G&L Associated, Inc., d/b/a/ USA Fire Protection*, 2010 NLRB Lexis 165 (6/21/10), affirmed 358 NLRB No. 162 (9/28/12).

The Employer executing this document below has, on the basis of objective and reasonable information, confirmed that a clear majority of the sprinkler fitters in its employ are members or, and are represented by Road Sprinklers Fitters Local Union No. 669, U.A., AFL-CIO, for the purposes of collective bargaining. The Employer therefore unconditionally acknowledges and confirms that Local Union 669 is the exclusive bargaining representative of its sprinkler fitter employees pursuant to Section 9(a) of the National Labor Relations Act.²

It is *undisputed* that the Union did not represent *any* fitters employed by Respondent at the time of Respondent's July 8, 2008 "recognition" of the Union.

After seven months of investigation, during which Respondent was required to respond to repeated piecemeal and extensive requests for information, the Regional Director for Region 15 of the National Labor Relations Board issued a complaint alleging that Respondent failed to continue in effect the terms and conditions of the agreement, claiming the Union continued to be the exclusive collective-bargaining representative of Respondent's employees under Section 9(a) of the National Labor Relations Act by virtue of the Acknowledgement. The complaint further alleged that Respondent failed and refused to recognize and bargain with the Union and failed and refused to furnish the Union requested information relevant and necessary for the Union's performance of its duties as the Section 9(a) collective-bargaining representative.

Respondent answered the complaint, and ultimately prevailed before the ALJ in establishing that the Acknowledgement did not conclusively establish that a Section 9(a) relationship was intended, and that the parties had only intended on entering into a Section 8(f) relationship. Before the two day hearing in June 2011, Respondent repeatedly offered to settle with the Acting General Counsel by agreeing to a Section 8(f) relationship and offering to pay fringe benefit payments within the Section 10(b) period. This offer was identical to the Section 8(f) finding and payments ultimately recommended by the ALJ and approved by the Board in its

² The invalidity of this same provision was also at issue and decided in *G & L*.

September 28, 2012 decision. The Acting General Counsel refused to consider Respondent's offer and continued to pursue, albeit unsuccessfully, a patently flawed Section 9(a) relationship.

On November 29, 2011, the ALJ found that the Respondent entered into an agreement with the Union intending to be bound by Section 8(f) and not Section 9(a). On September 28, 2012, the Board issued a decision in both this case and *USA Fire Protection*, finding that the Acknowledgement did not meet the three-part test for a Section 9(a) agreement as set forth in *Stanton Fuel & Material, Inc. d/b/a Central Illinois*, 335 NLRB 717 (2001). Relying on *Central Illinois*, the Board found that the Acknowledgment language *failed on its face* to establish any intent to enter a Section 9(a) relationship.

Based on the Board's decisions in both this case and *USA Fire Protection* that the Acknowledgement was facially incapable of establishing a Section 9(a) relationship, Respondent filed its October 26, 2012 Application for Attorneys' Fees under the Equal Access to Justice Act. On November 9, 2012, the Union filed a motion for reconsideration of the Board's September 28, 2012 decision, which stayed the EAJA proceedings in accordance with Board Rule 102.148(c). On November 16, 2012, the Acting General Counsel filed a motion to dismiss the EAJA Application, and Respondent filed its memorandum in opposition on December 7, 2012. On February 7, 2013, the Board denied the Union's motion for reconsideration, and on February 14, 2013 the Board referred Respondent's EAJA application to the ALJ. On May 6, 2013, the ALJ issued her supplemental decision, which Respondent excepts to herein.

ISSUES

1. Did the ALJ improperly find that the Acting General Counsel had satisfied his burden of proving that he was substantially justified in pursuing this case throughout all stages of

his proceeding based on the administrative record as a whole?³

2. Did the ALJ improperly find that the Acting General Counsel was substantially justified in issuing this complaint given that *USA Fire Protection* was pending Board review when this complaint issued?⁴
3. Did the ALJ improperly find that the Acting General Counsel was substantially justified in concluding that the Acknowledgement language satisfied the three-part test of *Central Illinois*?⁵
4. Did the ALJ improperly find that there were credibility determinations providing a reasonable basis in law and fact for the Acting General Counsel to issue this complaint and pursue a Section 9(a) relationship?⁶
5. Did the ALJ improperly find that the Acting General Counsel was substantially justified in refusing Respondent's settlement offers that were substantively identical to the Section 8(f) relationship finding and fringe benefits payments – the only relief herein – recommended by the ALJ and ordered by the Board?⁷

II. ARGUMENT

Under the Equal Access to Justice Act (“EAJA”), 5 U.S.C.A. § 504 and 29 C.F.R. § 102.142 *et seq.*, a respondent in an adversary adjudication who prevails in that proceeding, or in a significant and discrete substantive portion of that proceeding, is eligible to receive reimbursement for the attorneys’ fees and costs incurred in defending itself against a case not substantially justified.⁸ The burden of proof that an award should not be made to an eligible

³ See Exceptions 1-5.

⁴ See Exception 1.

⁵ See Exception 2.

⁶ See Exception 3.

⁷ See Exception 4.

⁸ The ALJ properly found that Respondent met the criteria for an award under 29 CFR § 102.143 (ALJD 12).

applicant is on the General Counsel, who must establish that he was substantially justified at each stage of the proceeding. Despite extensive and costly briefing, the legal issue here was quite simple – whether the one page Acknowledgement created a Section 9(a) relationship between the Union and Respondent. The Board found that as a matter of law, the Acknowledgement was incapable of supporting a Section 9(a) relationship.⁹ For the reasons more fully described below, the ALJ *improperly* found that the Acting General Counsel satisfied his burden of proving he was substantially justified in pursuing this case throughout each stage of the proceeding.

The ALJ takes each of Respondent’s arguments, and in isolation, finds the Acting General Counsel was substantially justified in pursuing this case. When the court “decide[s] whether the government’s litigation position is substantially justified, the EAJA . . . favors treating a case as an inclusive whole, rather than as atomized line items.”¹⁰ When treated as a whole, the Acting General Counsel has *failed* to meet his burden of proving he was substantially justified at each stage of the proceeding.

A. The Acting General Counsel Was Not Substantially Justified in Pursuing this Case While *USA Fire Protection* was Pending Board Review.

This case parallels *G & L Associated, Inc. d/b/a/ USA Fire Protection*.¹¹ The Board in *Austin Fire* found a Section 8(f) relationship “to the extent consistent with, and for the reasons stated in, *USA Fire Protection [G & L]*.”¹² As demonstrated by the Board’s September 28, 2012, decisions, there is an inextricable connection between these two cases. Prior to the Union’s filing of its charges here, the *same legal issue*, involving the *same documents* with the *same Union*, was already pending before the Board. Although the administrative law judge’s decision

⁹ *Austin Fire Equipment, LLC*, 359 NLRB No. 3 at 1 (9/28/12).

¹⁰ *Al-Harbi v. INS*, 284 F.3d 1080, 1084-85 (9th Cir. 2002) (internal quotation marks and citation omitted).

¹¹ 2010 NLRB Lexis 165 (6/21/10), affirmed 358 NLRB No. 162 (9/28/12).

¹² *Austin Fire Equipment, LLC*, 359 NLRB No. 3, at 1 (9/28/12).

in *G & L* did not preclude the Board from investigating the charge against Austin Fire, the Acting General Counsel has failed to show any justification for pursuing the case against Respondent, nor is any authority cited to support the Acting General Counsel's pursuit of the charges against Respondent while *G & L* was pending before the Board.

The Acting General Counsel argued he was justified in pursuing Austin Fire while *G & L* was pending "because the facts in that case were different and because the [*G & L*] ALJ did not address the issue of whether *Central Illinois* should be modified."¹³ The Acting General Counsel further argued substantial justification in an attempt "to develop sound law."¹⁴ But the ALJ found substantial justification on a basis different than that argued by the Acting General Counsel, namely that "[t]he [*G & L*] administrative law judge's decision was simply a recommendation to the Board and established no precedent for the Board and served as no authority binding on any other administrative law judge **in dealing with similar circumstances.**" (ALJD 13).¹⁵ Neither the Acting General Counsel's argument nor the ALJ's decision appealed herein establishes reasonable justification.

"A lack of judicial precedent adverse to the government's position does not preclude a fee award under the EAJA."¹⁶ Here, there was a pending case that addressed all relevant legal issues, which happened to include *identical* documents created by the *very same union*. The Acting General Counsel did not wait for the Board's review of *G&L* and in his rush to judgment the Acting General Counsel didn't even bother to correctly apply *Central Illinois*. Instead, the

¹³ Counsel for the Acting General Counsel's Reply to Respondent's Memorandum in Opposition to Motion to Dismiss EAJA Application, p. 9.

¹⁴ *Id.* at p. 8.

¹⁵ The ALJ's misplaced reliance on *Triple A Fire Protection, Inc.* and *MFP Fire Protection, Inc.* in an effort to justify the Acting General Counsel's position (ALJD 14) is particularly telling given the Board's February 7, 2013 rejection of these very cases in denying the Union's motion for reconsideration.

¹⁶ *Ramon-Sepulveda v. INS*, 863 F.2d 1458, 1459 (9th Cir. 1988); *See also Oregon Envnt'l Council v. Kunzman*, 817 F.2d 484, 498 (9th Cir. 1987) ("Although the absence of adverse precedent on an issue is relevant to the determination of the 'substantially justified' question, it is not dispositive.")

Acting General Counsel vigorously pursued the charge against Austin Fire without regard to the pending *G & L* decision or the binding effect of *Central Illinois*. The Acting General Counsel has failed to provide any reasonable explanation for this *costly* and *unnecessary* litigation against Austin Fire. Thus, the ALJ erred in finding the Acting General Counsel was substantially justified.

Once the Acting General Counsel's investigation established that the same legal issues would be decided in *G & L* in light of precedent established in *Central Illinois*, the Acting General Counsel could and should have stayed the proceeding. The vast majority of Respondent's attorneys' fees and expenses were incurred as a result of the hearing and subsequent filings necessitated by the hearing. These expenses would have been avoided had the proceeding been stayed. The Acting General Counsel gained nothing by pursuing the charges against Austin Fire while costing Respondent significant out-of-pocket expenses, which it is entitled to recover under the EAJA.

B. The Prosecution of Austin Fire Did Not Involve the Requisite Credibility Determinations to Substantially Justify the Acting General Counsel's Pursuit.

Even if the Acting General Counsel "believed" the Acknowledgment could support a Section 9(a) relationship finding, there were simply no credibility determinations to make.¹⁷ Where "the General Counsel is compelled by the existence of a substantial credibility issue to pursue litigation, and thereafter presents evidence which, if credited, would constitute a prima facie case, the General Counsel's case has a reasonable basis in law and fact and is substantially justified."¹⁸ No credibility determinations needed to be made. The Board found the

¹⁷ See generally *Leeward Auto Wreckers, Inc. v. NLRB*, 841 F.2d 1143, 1148 (D.C. Cir. 1988).

¹⁸ *David Allen Co.*, 335 NLRB 783, 784 (2001).

Acknowledgement, on its face, failed to meet the requirements of *Central Illinois*.¹⁹ Despite the facially invalid language, the ALJ considered extrinsic evidence to determine if the parties intended to establish a Section 9(a) relationship. However, there was *no* actual, material conflict that the ALJ was required to resolve in adjudicating this case. Even if the extrinsic evidence had been necessary to decide the case, which it was not, the Acting General Counsel *failed* to introduce any evidence that could have shown the parties intended to enter into a Section 9(a) relationship. Moreover, the ALJ found that Ritchie’s testimony was “essentially uncontroverted,” yet provided no rationale for how “essentially uncontroverted” testimony can provide the basis for “a substantial credibility issue” that the Board has held necessary to substantially justify pursuing litigation.²⁰

As recognized by the D.C. Circuit, although “miracles happen,” uncontroverted facts do not create the credibility determinations necessary to substantially justify pursuing a case through hearing when the government is aware of no relevant conflicting testimony:

In evaluating the Board’s position we are mindful that if witnesses take the stand, witness credibility can always be seized upon at the EAJA-liability hearing as an issue justifying continued litigation. By virtue of their very ease of invocation, **credibility questions should**, in order to defeat EAJA liability, be based upon an **actual, material conflict** which the trier of fact would be obliged to resolve in adjudicating the case.²¹

The ALJ’s recommendation did not provide any actual, material credibility conflicts.²² Instead, the ALJ found Ritchie’s testimony was corroborated by the Union’s testimony.²³ Additionally, the ALJ found “there was no record evidence that supported a finding that Ritchie had any intent

¹⁹ *Austin Fire Equipment*, 359 NLRB No. 3 (9/28/12).

²⁰ ALJD 16; *Id.*

²¹ *Leeward*, 841 F.2d at 1148 (emphasis added).

²² ALJD 16.

²³ *See, e.g. Id.* at lines 8-10, “Based on Ritchie’s testimony as well as that of Union Representative Puhalla, I found that Ritchie continued to seek only a project-by-project agreement even when he met with the Union in 2010.

to enter into a Section 9(a) relationship with the Union.”²⁴ In other words, there were no credibility determinations to be made.

Crediting uncontroverted testimony does not constitute a resolution of actual, material conflicts because there is *no* testimony to conflict. As the D.C. Circuit recognized in *Leeward*, a credibility conflict does not exist when the ALJ “simply considered this testimony in context with other, substantial, uncontradicted [sic] evidence” that “was not dependent on the resolution of any purported testimonial conflict.”²⁵ Thus, the Acting General Counsel has failed to meet his burden of establishing he was substantially justified in pursuing this case because he failed to put forth any actual, material, conflicting evidence to controvert Ritchie’s testimony or any other testimony which could bear on the alleged Section 9(a) relationship.

C. The Acting General Counsel Was *Not* Substantially Justified in Refusing Respondent’s Pre-Hearing Settlement Offers.

The ALJ also improperly found that the Acting General Counsel was substantially justified in refusing Respondent’s pre-hearing settlement offers because he “would have had to make a credibility determination that Ritchie signed the Acknowledgement with only the intent to be bound to an 8(f) bargaining agreement.”²⁶ The ALJ goes on to state that the “Acting General Counsel could not have made that credibility determination any better in the instant case . . . [than] in any other case [in] which credibility is a factor in determining whether there was a violation of the Act.”²⁷ This finding errs for the same reasons just discussed.

The Acting General Counsel *failed* to put forth any actual, material, conflicting evidence to controvert Ritchie’s testimony bearing on the alleged Section 9(a) relationship. The Acting General Counsel’s failure to introduce *any* evidence in support of a Section 9(a) relationship

²⁴ *Id.* at lines 32-33.

²⁵ *Leeward*, 841 F.2d at 1149.

²⁶ ALJD 17-18.

²⁷ ALJD 18.

precludes justification for his blanket refusals of Respondent's pre-hearing settlement offers the equivalent of post-hearing relief, because he is obligated to determine whether the alleged violations will be so clearly proved that nothing less than the remedy sought can be accepted in settlement.²⁸

Respondent's settlement offers should have been accepted by the Acting General Counsel, who has broad discretion to approve unfair labor practice charge settlements.²⁹ The agency has long had a policy of encouraging settlements which tend to eliminate industrial strife, encourage the collective-bargaining process, and protect the rights established by the Act.³⁰ Thus, in determining whether a settlement should be approved, the Board must weigh the risks involved in protracted litigation which may be lost in whole or in part, the early restoration of industrial harmony by making concessions, and the conservation of the Board's resources.³¹

As explained above, this case unnecessarily duplicated the Board's efforts in *G & L*, needlessly wasting Board resources on a second case involving the *same union, documents, and issues*. While the Board cannot blindly accept a settlement offer, it must investigate and evaluate the legal and factual merits of the charges and determine whether the alleged violations will be so clearly proved that nothing less than the remedy sought can be accepted in the settlement.³² Here, the Acting General Counsel's refusal to even consider Respondent's offers to settle consistent with the Section 8(f) result reached by the ALJ and affirmed by the Board was not substantially justified. *See, e.g., Charles H McCaliley Associates, Inc.*, 269 NLRB 791 (1984) (although the GC prevailed by proving discriminatory discharge, that did not necessarily establish substantial justification for continuation of litigation where EAJA applicant had offered

²⁸ *Id.*

²⁹ *Textile Workers*, 294 F.2d 738, 741 (D.C. Cir. 1961); *Farmers Co-Operative Gin Assoc.*, 168 NLRB 367 (1967).

³⁰ *ESB Inc.*, 246 NLRB 325 (1979). *See also Wallace Corp. v. NLRB*, 323 U.S. 248, 253 - 54 (1944).

³¹ *Farmers Co-Operative Gin*, *supra*, 168 NLRB at 367.

³² *Id.*

to settle and make litigation unnecessary). The Acting General Counsel has failed to meet his burden of proving he was substantially justified in refusing Respondent's settlement offers, which required Respondent to defend itself throughout the hearing and in extensive pre-hearing and post-hearing briefing.

D. The Acting General Counsel Was Not Substantially Justified in “Believing” the Acknowledgement Satisfied The Three-Part Test of *Central Illinois*.

This entire case centered on the legal ramifications of the Acknowledgement, which the Acting General Counsel unsuccessfully urged established a Section 9(a) relationship. The Board found the Acknowledgment “failed to demonstrate that the Respondent’s recognition of the Union was based on majority support. . .”³³ The Acting General Counsel should not have issued complaint on facially invalid language. Alternatively, assuming *arguendo*, that extrinsic evidence had been necessary to establish a Section 9(a) relationship, the Acting General Counsel failed to establish he was substantially justified in pursuing a Section 9(a) relationship through hearing because, as detailed above, he ignored the decision in *G&L* pending before the Board and the binding requirements of *Central Illinois* as well as the uncontroverted testimony establishing the parties’ intent to enter into a Section 8(f) relationship, and as there was no extrinsic evidence to support his flawed allegation of a Section 9(a) relationship.

III. CONCLUSION

The Acting General Counsel has failed to meet his burden of proving that the litigation was substantially justified at each stage of the proceeding. After investigating the Union’s charges, it was clear the legal issues already pending in *G & L* were the *same* legal issues relevant here, yet the Acting General Counsel needlessly pursued this duplicative and expensive litigation. Significantly, the Acknowledgement was facially incapable of creating a Section 9(a)

³³ *Austin Fire Equipment, LLC*, 359 NLRB No. 3, at 1 (9/28/12).

relationship in light of the controlling precedent of *Central Illinois* on which basis this case and *G&L* were decided.

Moreover, the Acting General Counsel *failed* to introduce any actual, material evidence to create the requisite credibility determination that would have justified pursuing this case through hearing. This lack of any credibility determination likewise prevents the Acting General Counsel from proving he was substantially justified in refusing Respondent's offers to settle on the very basis of the Section 8(f) relationship found by the Board.

As the Acting General Counsel simply was not substantially justified in issuing or pursuing the complaint against Austin Fire, Respondent's Exceptions should be granted such that Respondent's EAJA application is granted.

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Respondent's Exceptions to ALJ's Dismissal of Respondent's EAJA Application and Memorandum In Support of Respondent's Exceptions to ALJ's Dismissal of Respondent's EAJA Application have been served via e-mail this 3rd day of June, 2013 on the following:

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