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San Francisco, California 94104
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Attorneys for Respondent
RICHMOND DISTRICT NEIGHBORHOOD CENTER

RICHMOND DISTRICT
NEIGHBORHOOD CENTER

Case # 20-CA-091748

**SUPPLEMENTAL DECLARATION OF
NICOLE MEREDITH IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

And

Hearing Date: July 23, 2013

IAN CALLAGHAN, an individual

I, Nicole L. Meredith, declare as follows:

1. I am an attorney duly licensed to practice before all the courts of the State of California, and I am a partner in the law firm of Vogl Meredith Burke, LLP, attorneys for Respondent RICHMOND DISTRICT NEIGHBORHOOD CENTER (“RDNC”) herein. Except as to those matters stated on information and belief, I have personal knowledge of the matters set forth herein, and if called to testify, I would and could competently to the following facts:

Supplemental Declaration of Nicole Meredith in Support of Motion for Summary Judgment
[Case # 20-CA-091748]

2. RDNC is amending its Employee Handbook and a new version will be distributed in August of 2013. RDNC has agreed to settle the Handbook claims with Region 20. Attached as **Exhibit 1** is a true and correct copy of the draft settlement agreement from Region 20 which I have forwarded to my client. We have requested a minor change to the agreement and expect to have an agreement signed and returned by the end of the week. As such, the only remaining claim to be determined is the termination claim presented by Charging Party, Ian Callaghan.
3. The hearing on the remaining termination claim is going forward on **July 23, 2013**. Respondent respectfully requests the Board's intervention prior to the hearing.
4. Since I filed my last declaration in support of Respondent's motion for summary judgment on or about June 25, 2013, I have been provided with a copy of the Second Amended Charge by Region 20, a true and correct copy of which is attached as **Exhibit 2**.
5. Since the motion was filed, Region 20 has filed an Amended Complaint, a true and correct copy of which is attached hereto as **Exhibit 3**.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 
day of July, 2013.



Nicole L. Meredith

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Richmond District Neighborhood Center

Case 20-CA-091748

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all customary locations where notices are posted for employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICES - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all Respondent's employees. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 20 of the National Labor Relations Board in Case 20-CA-091748." The Charged Party will forward a copy of that e-mail, with all of the recipient's e-mail addresses, to the Region's Compliance Officer at karen.thompson@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice. The Charged Party will within 21 days from the approval of this agreement: **1)** furnish its employees with inserts for the current employee handbook that advise them that the unlawfully overbroad rules have been rescinded; and **2)** provide the language of lawful rules to replace the rescinded rules or inform employees that it is not inserting any new rules in their place, ~~or~~ **publish and distribute revised employee handbooks that do not contain the rescinded rules and provide the language of lawful rules to replace them.**

SCOPE OF THE AGREEMENT — This Agreement settles only the following portion of the above-captioned case, and does not settle any other allegations of the above-referenced case, or any other case or matters: that the Charged Party violated Section 8(a)(1) of the Act with its maintenance of unlawful rules contained in Respondent's handbooks captioned "Updated January 2011," and "Revised 6/30/2012." It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint paragraphs previously issued in the above case pertaining to the allegedly unlawful employee handbook rules, and the Charged Party withdraws any portion of its answer(s) filed in response to these complaint paragraphs pertaining to the allegedly unlawful employee handbook rules.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

Ex. 1

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT maintain confidentiality rules in our employee handbook that can be interpreted as prohibiting or interfering with employees discussing or disclosing wages, benefits and other working conditions.

WE WILL NOT maintain a rule in our employee handbook too broadly prohibiting you from wearing clothing that is “distracting or offensive to others,” or that has words, terms or pictures that may be offensive to other employees.

WE WILL NOT maintain a rule in our employee handbook regarding computers and electronic communications that can be interpreted as prohibiting or interfering with their use to discuss employees’ wages, hours, working conditions, or to engage in any other protected concerted activities.

WE WILL NOT maintain social media guidelines in our employee handbook that prohibit or interfere with your use of your own electronic equipment on non-working time.

WE WILL NOT maintain social media guidelines in our employee handbook that prohibit or interfere with employees discussing or disclosing wages, hours, or working conditions, or engaging in any other protected concerted activities.

WE WILL NOT maintain anti-harassment rules in our employee handbook prohibiting “disrespectful” or “unprofessional” conduct, which can be interpreted as prohibiting employees from discussing wages, hours and working conditions, or engaging in other protected concerted activities.

WE WILL NOT maintain policies prohibiting conduct in our employee handbook that can be interpreted as prohibiting or interfering with employees acting together for their benefit and protection.

WE WILL NOT maintain a policy in our employee handbook that can be interpreted as prohibiting employees from posting materials or literature pertaining to protected concerted activity in nonworking areas during nonworking time.

WE WILL NOT maintain rules in our employee handbook prohibiting you from commenting to the media about Employer policies, or limiting your authority to speak with the media about terms and conditions of employment.

WE WILL NOT maintain a no-solicitation/no distribution policy in our employee handbook that prohibits or interferes with such conduct in nonworking areas, such as parking, patio, garden and driveway areas, which are not company property.

WE WILL NOT maintain rules that prohibit you from using the Employer's name or logo while engaging in protected concerted activities.

WE WILL NOT maintain any other rules in our employee handbooks that would reasonably be read by employees as interfering with their exercise of their rights under Section 7 of the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed by Section 7 of the Act.

WE WILL rescind the rules set forth above from our employee handbook.

WE WILL furnish all of you with inserts for the current employee handbook that advise you that the above rules have been rescinded; and **WE WILL** provide the language of lawful rules to replace the rescinded rules or inform you we are not inserting any new rules in their place, or **WE WILL** publish and distribute revised employee handbooks that do not contain the rescinded rules and provide the language of lawful rules to replace them.

**RICHMOND DISTRICT NEIGHBORHOOD
CENTER**

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

901 MARKET ST
STE 400
SAN FRANCISCO, CA 94103-1738

Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

SECOND AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
20-CA-091748	01/14/2013

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Richmond District Neighborhood Center		b. Tel. No. 415 751-6600
		c. Cell No.
d. Address (street, city, state ZIP code) 741 30 TH Avenue San Francisco, CA 94121	e. Employer Representative Human Resources Manager Jan Nicholas	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) San Francisco, CA
i. Type of Establishment (factory, nursing home, hotel) NonProfit Community Organization	j. Principal Product or Service Youth programs and services	k. Number of workers at dispute location 20

l. The above-named employer has engaged in and is engaging unfair labor practices within the meaning of Section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the past six months, the above-named Employer terminated employees Ian Callaghan and Kenya Moore because of their protected concerted activity; threatened employees with regard to engaging in Section 7 activity by statements made by Teen Center Program Coordinator, Rena Payan; and maintained and applied unlawfully overbroad rules in its employee handbooks that interfered with employee Section 7 rights under the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Ian Callaghan

4a. Address (street and number, city, state, and ZIP code)

5716 Genoa Street
Oakland, CA 94608

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NLRB. REGION 20

2013 JAN 14 P 4: 36

4b. Tel. No.

4c. Cell No.

509 969-5179

4d. Fax No.

4e. e-Mail

callaghan313@hotmail.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

SAN FRANCISCO, CA

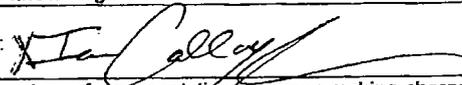
6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

509 969-5179

Office, if any, Cell No.

By: 
(signature of representative or person making charge)

Ian Callaghan, An
Individual

Print Name and Title

Fax No.

Address: 5716 Genoa Street
Oakland, CA 94608

Date: X Jan 7, 2013

e-Mail

callaghan313@hotmail.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. 1-722606881

EX. 2



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 MARKET ST
STE 400
SAN FRANCISCO, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

January 17, 2013

JAN NICHOLAS, Employer Representative
RICHMOND DISTRICT NEIGHBORHOOD CENTER
741 30TH AVENUE
SAN FRANCISCO, CA 94121-3519

Re: Richmond District Neighborhood Center
Case 20-CA-091748

Dear Ms. NICHOLAS:

Enclosed is a copy of the second amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney JOLANE A. FINDLEY whose telephone number is (415) 356-5173. If the agent is not available, you may contact Supervisory Attorney MICAH BERUL whose telephone number is (415) 356-5154.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the second amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

JOSEPH F. FRANKL
Regional Director

Enclosure: Copy of second amended charge

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

**RICHMOND DISTRICT NEIGHBORHOOD
CENTER**

and

Case 20-CA-091748

IAN CALLAGHAN, an Individual

AMENDED COMPLAINT

Upon a charge filed by Ian Callaghan, an Individual (Callaghan) in Case 20-CA-091748, a Complaint and Notice of Hearing issued on June 3, 2013, and an Amendment to the Complaint issued on June 3, 2013, alleging that Richmond District Neighborhood Center (Respondent) has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C., Sec. 151, et seq. (Act). The Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the Board (Board) issues this Amended Complaint and alleges as follows:

1. (a) The charge in this proceeding was filed by Callaghan on October 19, 2012, and a copy was served by regular mail on Respondent on October 22, 2012.
- (b) The first-amended charge in this proceeding was filed by Callaghan on December 4, 2012, and a copy was served by regular mail on Respondent on the same date.
- (c) The second-amended charge in this proceeding was filed by Callaghan on January 17, 2013, and a copy was served by regular mail on Respondent on the same date.

EX-3

2. (a) At all material times, Respondent, a nonprofit organization with a place of business in San Francisco, California, has been engaged in the operation of community programs including after-school and summer programs for youth.

(b) During the calendar year ending December 31, 2012, in conducting its business operations described above in subparagraph 2(a), Respondent derived gross revenues in excess of \$250,000.

(c) During the period of time described above in subparagraph 2(b), Respondent, in conducting its business operations described above in subparagraph 2(a), purchased and received at its San Francisco, California facility materials or services valued in excess of \$5,000 which originated outside the State of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Michelle Cusano	-	Beacon Director
Pat Kaussen	-	Executive Director
Jan Nicholas	-	Human Resources Director
Rena Payan	-	Teen Center Program Coordinator
Sarah Huck	-	Neighborhood & Family Program Coordinator
Shawn Brown	-	Director of Satellite Services
Alexandria Tom	-	Multicultural Program Coordinator

5. Since about January 2011 and to the present, Respondent has maintained an employee handbook marked "Updated January 2011," which requires employees to abide by the following rules or face discipline up to, and including, termination:

(a) Code of Conduct rules found in Section II, subsection F, prohibiting employees from:

- (i) Authorizing the use of or use for the benefit or advantage of any person, the name, logo...of Respondent except in conformance with Respondent policy and with explicit authorization from the Executive Director or designee;
- (ii) Publically utilizing any Respondent affiliation in connection with the promotion of...positions on any issue not in conformity with the position of Respondent;
- (iii) Disclosing any confidential Respondent information that is available solely as a result of the staff member's affiliation with Respondent to any person not authorized to receive such information, or using such confidential information to the disadvantage of Respondent without the express authorization of Respondent;
- (iv) Operating in any manner that is contrary to the best interests of Respondent;
- (v) Failing to disclose to Respondent any conflicts of interest involving other organizations with which an employee is affiliated.

(b) Confidentiality rules found in Section II, subsection G, describing confidential documents and records as including, *inter alia*, "anything containing a name and date of birth," and "personnel records," and prohibiting disclosure of such confidential information to third parties.

(c) Appearance and dress standards found in Section V, subsection A, prohibiting employees from wearing clothing that is "distracting or offensive to others," and providing that "[a]ny clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable."

(d) Social media rules found in Section X, requiring employees to:

- (i) Keep Respondent's logo off personal social media unless authorized to use;
- (ii) Avoid statements about Respondent, other employees or clients in social media;

- (iii) Discuss work-related grievances with their managers or with the Human Resources Manager before posting or blogging about them;
- (iv) Use appropriate disclaimers when referencing Respondent;
- (v) Adhere to Respondent's unlawful harassment, confidentiality and code of conduct policies when using social media.

6. Since about June 30, 2012, and to the present, Respondent has maintained a 76-page employee handbook marked "Revised 6/30/2012," which requires employees to abide by the following rules or face discipline up to and including, termination:

(a) Anti-harassment rules found on pages 7-8, which prohibit "disrespectful" or other "unprofessional" conduct by employees, including but not limited to, the following types of behavior:

- (i) Verbal conduct such as "derogatory" jokes or comments;
- (ii) Visual displays such as "derogatory" posters, photography, cartoons, drawings or gestures;
- (iii) Communication by electronic media of any type that includes conduct that is prohibited by Respondent's policies.

(b) Rules found on pages 39-40, prohibiting various types of employee conduct, including *inter alia*:

- (i) Causing, creating, or participating in a disruption of any kind during working hours on Respondent's property;
- (ii) Using...intimidating language at any time on Respondent's premises;
- (iii) Violating dress standards;
- (iv) Posting any materials considered to be "politically-divisive" in employee work spaces or in general areas such as conference rooms, lunchrooms and shared work spaces;
- (v) Commenting to news media about Respondent policy or events relevant to Respondent unless designated as a media contact person by Respondent's Executive Director.

(c) Appearance and dress standards found on page 41, prohibiting employees from wearing clothing that is “distracting or offensive to others,” and providing that “[a]ny clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable.”

(d) A no-solicitation/no distribution rule found on pages 43-44, applicable to “surrounding parking, patio, garden and driveway areas,” exterior areas that are not Respondent’s property.

(e) Rules regarding electronic media found on pages 57-58, computers providing that:

- (i) Use of computers, electronic communications, electronic information and the internet, email, text messages, telephones, cell phones and voice mail and employee-owned devices are subject to Respondent policies against discrimination and harassment. and any “offensive, harassing or discriminatory content” is prohibited in such use;
- (ii) Use of Respondent’s computers, electronic communications, electronic information or the Internet to communicate confidential or sensitive Respondent information is prohibited;
- (iii) All computers and all data (including all electronic communications and email) transmitted through Respondent’s servers are Respondent’s property and cannot be removed from Respondent’s premises without prior authorization.

(f) Social Media Guidelines found on pages 59-61, which provide that:

- (i) Such guidelines apply to all employees who participate in social media or other internet activity regardless of whether the conduct occurs during working or non-working time and whether the employee is using Respondent’s or its own personal devices;
- (ii) If, at any time, an employee is uncertain about how to apply the guidelines or if they have questions about their participation in social media, they should seek the guidance of their manager and “ask for clarification or authorization before engaging in any questionable conduct online;”

- (iii) If any comment about Respondent is posted online, it must be clearly and conspicuously stated that the comments are being posted in the employee's individual capacity and that the views posted are those of the employee alone and do not represent the views of Respondent;
- (iv) Employees may not use Respondent's logos on posts without Respondent's written consent;
- (v) Employees are prohibited from uploading, posting, or sharing photographs of Respondent staff or clients taken at any Respondent-sponsored event or inside a Respondent office or work-related documents or email exchanges. . . and that if employees are unsure about the confidential nature of information they are considering posting, they must consult with their manager or supervisor;
- (vi) Employees "can be sued by other employees or any individual that views [their] social media posts as defamatory, harassing, libelous, or creating a hostile work environment."
- (vii) All Respondent policies apply to social media activity, including, but not limited to, policies relating to...code of conduct, and protecting confidential...information.

7. (a) On various dates in May 2012, during Teen Center staff meetings, Respondent's employees, including Callaghan and Kenya Moore (Moore), concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees by, *inter alia*, listing their concerns on a piece of butcher paper and asking for a meeting with office personnel.

(b) On about July 30, 2012, Respondent issued re-hire letters for the school year of 2012-2013 to its employees Callaghan and Moore.

(c) On about August 2, 2012, Callaghan and Moore engaged in concerted activities for the purpose of mutual aid and protection by, *inter alia*, posting on Moore's Facebook account about Moore's recent demotion and unresolved complaints about work-related subjects.

(d) On about August 13, 2012, Respondent discharged Callaghan and Moore by rescinding their re-hire letters described above in subparagraph 7(b).

Moore engaged in the conduct described above in subparagraph 7(c), and to discourage other employees from engaging in these or other concerted activities.

8. By the conduct described above in paragraphs 5 and 6, and subparagraphs 7(d) and 7(e), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1).

9. The unfair labor practices of Respondent described above affects commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, As part of the remedy for the unfair labor practices alleged above in subparagraphs 7(d) and 7(e), the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination. The Acting General Counsel further seeks, as part of the remedy for the allegations in subparagraph 7(d) and 7(e), that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5 and 6, the Acting General Counsel seeks an Order requiring Respondent to furnish all current employees with inserts for the current handbook captioned "Revised 6/30/2012," which: (1) advise employees that the unlawful rules have been rescinded, or (2) provide the language of lawful rules; or publish and distribute revised employee handbooks that (1) do not contain the unlawful rules, or (2) provide the language of lawful rules.

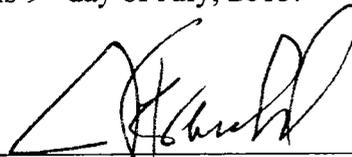
ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before July 23, 2013, or postmarked by July 22, 2013**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that

and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

DATED AT San Francisco, California, this 9th day of July, 2013.



JOSEPH F. FRANKL
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 20
901 MARKET ST
STE 400
SAN FRANCISCO, CA 94103-1738

PROOF OF SERVICE

I, the undersigned, declare that I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 456 Montgomery Street, 20th Floor, San Francisco, CA 94104 and business telephone number is (415) 398-0200.

On July 16, 2013, I served the parties in this action as follows:

- **SUPPLEMENTAL DECLARATION OF NICOLE MEREDITH SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

xxxx by placing a true copy thereof enclosed in a sealed envelope via first class mail as set forth below.

Jasmin Macariola
Field Attorney
NLRB, San Francisco Office, Region 20
901 Market Street, Suite 400
San Francisco, CA 94103
Phone: (415) 356-5177
E-mail: jasmin.macariola@nrlr.gov

Ian Callaghan
5716 Genoa Street
Oakland, CA 94608-2824

Kenya Moore
1407 Birchwood Court
San Francisco, CA 94134

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct and was executed on July 16, 2013.


NICOLE MEREDITH

To reuse, cover or mark through any previous shipping information.

Part # 15629

SHIP DATE: 16 JUL 13
ACTWGT: 1.7 LB
CAD: 70FFC1400
DIM3: 0x0x0 IN
BILL SENDER

ORIGIN ID:CCRA

UNITED STATES US

TO EXECUTIVE SECTY

NLRB
1099 14TH ST NW
ROOM 11602
WASHINGTON DC 20570

REF:

(202) 278-1087

DEPT:



WED - 17 JUL 3:00P
STANDARD OVERNIGHT

TRK# 8017 9006 7782

XC BZSA

20570
DC-US
DCA



ORDER SECTION
NLRB

2013 JUL 17 AM 10:21

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1 From
Date 7/16/13

Sender's Name Nicole Meredith Phone 510 501-5274
Company Uobl meredith Bunica Lcp
Address 450 Montgomery 2055 Fr.
City San Francisco State CA ZIP 94104

2 Your Internal Billing Reference

3 To
Recipient's Name Executive Secty Phone 202 273-1087
Company NLRB
Address 1099 14th St. N.W.
Address Room 11602
City Washington State DC ZIP 20570

HOLD Weekday
FedEx location address
REQUIRED NOT available for
FedEx First Overnight.

HOLD Saturday
FedEx location address
REQUIRED Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.



8017 9006 7782

4 Express Package Service * To most locations.
NOTE: Service order has changed. Please select carefully. Packages up to 150 lbs.
For packages over 150 lbs., see the new
FedEx Express Freight US Airbill.

Next Business Day

FedEx First Overnight
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Priority Overnight
Next business morning. * Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight
Next business afternoon.
Saturday Delivery NOT available.

2 or 3 Business Days

FedEx 2Day A.M.
Second business morning.
Saturday Delivery NOT available.

FedEx 2Day
Second business afternoon. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Express Saver
Third business day.
Saturday Delivery NOT available.

5 Packaging * Declared value limit \$500.

FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options

SATURDAY Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required
Package may be left without checking a signature for delivery.

Direct Signature
Someone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

Does this shipment contain dangerous goods?
One box must be checked.

No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required. Dry Ice Dry Ice, UN 1845 x kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. Cargo Aircraft Only

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below. Obtain recip Acct. No

Sender Recipient Third Party Credit Card Cash/Check

Total Packages 1 Total Weight 2 Credit Card Auth. [Redacted]

*Our liability is limited to US\$500 unless you declare a higher value. See the current FedEx Service Guide for details.

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