

5. To the ALJ's finding that the "tides drastically changed in the admissions department" in the beginning of April when Respondent terminated all admissions representatives in the department, except for Henderson (three of four). (D. 5:7-8)

6. To the ALJ's finding that within the next two weeks, without warning, Hess terminated Bracy. (D. 5:11)

7. To the ALJ's finding that however, based on all of the evidence, including Coram's and Cooper's testimony, she find there was no doubt that the admissions representatives' concerns and fears regarding job security mostly resulted from what they were experiencing at the time, i.e., the turnover in staff and firing of Bracy. (D. 5:34-37)

8. To the ALJ's finding that she credited Henderson's testimony that she was told, and believed, that Westwood required a degree for admissions representatives. (F. 11)²

9. To the ALJ's finding that although Coram and Cooper testified that Henderson was first to say she knew of another school that might hire them, and that they should apply for a position there, that she give more credence to Henderson's testimony (over theirs) that fear of job security and Coram's interest, led her (Henderson) to ask Majors if there were any admissions jobs available at Westwood. (F. 12)

10. To the ALJ's finding that Coram's testimony was not entirely consistent with Cooper's. (F. 12)

11. To the ALJ's finding that Laurus promoted Henderson to senior admissions representative. (D. 7:14)

12. To the ALJ's finding that Henderson engaged in protected activity regarding alleged illegal goals (D. 7:35-37)

13. To the ALJ's finding that overall, Coram was not a reliable witness. (F. 13)

² "(F.)" references the ALJ's Decision by footnote.

14. To the ALJ's finding that Coram "vehemently denied," that she sent her resume the same day she learned about Westwood, went to a group interview session at Westwood on May 1 and met and spoke with Majors at the group interview. (F. 13)

15. To the ALJ's finding that she discredited Coram's characterization of Henderson's behavior (in both her testimony and transcribed statements). (F. 18)

16. To the ALJ's finding that Coram "wavered back and forth," depending on who was asking the questions, about when Henderson became "paranoid," and when her complaints about Laurus and work issues became too uncomfortable for her. (F. 18)

17. To the ALJ's finding that the termination letter was prepared and signed by "Westwood." (D. 10:5)

18. To the ALJ's finding that in Laurus' NLRB position statement Respondent through its counsel admitted that the alleged evidence of Henderson's attempts to actively solicit coworkers to work for another competitor company was the real reason Henderson was terminated. (D. 10:25-27)

19. To the ALJ's finding that she discredited attorney Adam Appel's opinion and testimony as irrelevant. (F. 20)

20. To the ALJ's finding that denying Respondent's motion to dismiss on the grounds that the Board, and its agents or delegates, such as the Regional Director, lacked the authority to prosecute this complaint or the adjudicate the dispute. (F. 20)

21. To the ALJ's finding that in its termination notice issued to Henderson, Respondent admitted that it discharged Henderson for violating its unlawful no gossip policy. (GC Exh. 12, par. 4). (D. 13:13-14)

22. To the ALJ's finding that Respondent in this case violated the Act when it terminated Henderson for violating its unlawful no gossip rule by speaking to coworkers, and managers not in her chain of command about terms and conditions of employment. (D. 13:30-32)

23. To the ALJ's finding that she concluded that Respondent did suspend and terminate Henderson for engaging in protected concerted activity, including discussions with Coram and Cooper about job security on April 18, and subsequent discussions with coworkers about inequitable terms and conditions of employment. (D. 14:4-8)

24. To the ALJ's findings that Coram's interest in pursuing other work, prompted Henderson's inquiry to Majors about job opportunities at Westwood College on behalf of her coworkers. (D. 15:1-3)

25. To the ALJ's findings that Henderson engaged in protected concerted activity after July 2012, when she raised with management several concerns that she and other admissions representatives had regarding management's (largely Williams') changes in the terms and conditions of their employment. (D. 15:12-15)

26. To the ALJ's findings that she did not credit Coram's testimony and statements that Henderson told them they *would* be fired if they stayed at Laurus. (F. 25)

27. To the ALJ's findings that Respondent violated the Act when it terminated Henderson for engaging in protected concerted activity. (D. 16:11-13)

28. To the ALJ's findings that there is no evidence that Henderson was acting on her own behalf, or that she had anything to gain if Coram and Hess had left Laurus. (D. 17:1-3)

29. To the ALJ's findings that the fact that Hess rewarded Henderson for her good work. (D. 17:4-5)

30. To the ALJ's findings that likewise Cooper's testimony did not corroborate testimony that Henderson was virtually pushing them out the door. (D. 17:10-11)

31. To the ALJ's findings that of significance to that in the three tape recorded statements that Coram made to Hess in October, she never mentioned that she had applied to or interviewed with Westwood, or for that matter that Henderson had even tried to get them to leave Laurus. (F. 26)

32. To the ALJ's findings attaching significance to Hess's reference to Henderson's complaints about various work policies that affected all employees as "garbage." (D. 18:13-14)

33. To the ALJ's findings that "it is evident that Hess did not tell the truth in an attempt to legitimize his actions." (F. 28)

Accordingly, for the forgoing reasons, and the reasons set forth in Respondent's Brief in Support of Exceptions to the ALJ's Decision, Respondent respectfully requests its Exceptions be sustained.

DATED this 8th day of January, 2014.

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