

**UNITED STATES OF AMERICA NATIONAL
LABOR RELATIONS BOARD.**

**SIX STAR CLEANING & CARPET SERVICES
INC., d/b/a SIX STAR JANITORIAL**

and

**Cases 28-CA-023491
28-CA-070356**

**GENE COLLINS d/b/a SOUTHERN
NEVADA FLAGGERS & BARRICADES**

and

Case 28-CA-023493

FLOPPY MOP, INC.

and

**Cases 28-CA-023492
28-CA-023492**

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL NO. 872, AFL-CIO**

**BRIEF IN SUPPORT OF RESPONDENTS'
MOTION FOR RECONSIDERATION AND SUGGESTION FOR
CONSIDERATION BY THE FULL BOARD**

Respondents files this brief in support of its motion for reconsideration and suggestion for consideration by the full board of the panel's Decision and Order issued June 28, 2013. Respondents belief that the Board left a door open when it made the

statement in its Order stating that "without more evidence, the information cannot be found to have been requested in bad faith". It is also Respondent's belief that the Board wish to consider all evidence, facts and Truth in this case in order to make a thorough and

just decision in this case. Because of this opening for more evidence, Respondents requests that the Board withdraw its decision in this case or call for a supplemental briefing on this issue or delay its enforcements until all the evidence that has been submitted and at least read or revisit some of the evidence already stated and submitted below:

1. Respondents currently are in litigation with Charging Party, Laborers International Union Local 872. The Complaint alleges various allegations, including discrimination, alter ego, breach of contract, breach of covenant of good faith and fair dealing, conversion, fraud, defamation, intentional infliction, emotional distress, negligent infliction of emotional distress and harassment, case *211CV00524 filed 4/8/2011*.

The Union, 872, was served the complaint on *04/13/2011 and on 04/14, 2011*, Union's counsel, David Rosenfeld, faxed a 14 page document to Respondents' then attorney Matthew Callister. In this letter from David Rosenfeld, on page 2, he alluded to the fact that his office represented the Local Union, 872, in this matter and that "*In order to investigate the Union's grievance and to investigate your clients' claims that the collective bargaining agreements have been breaches, please provide the following information for each of your clients:* It is the Respondents' belief that there are many legal issues and deficiencies with this letter;

a) the list consists of 13 items, all are related the discovery of the Federal case.

1. *A list of all jobs performed by your client for the period of January 1, 2005 to present.*

2. For each job listed provide the names of the employees who worked on each job, the dates of the job, the location of the job and the nature of the job.
3. For each job listed above, please provide copies of all the payroll records for each of the jobs segregated by job. Those records should be provided in electronic format in a manner useable and readable by Local 872.
4. Please provide a copy of all trust fund contribution report forms for each of the jobs segregated by each job and provided if possible in an electronic format.
5. Please provide each event by which Local 872 has breached any of the collective bargaining agreements for the period January 1, 2005 to present. For each such event, describe the date, the nature of the breach, and the remedy sought or damages incurred by each of the clients for each said breach.
6. Please provide a copy of all of the financial statements for each of your clients for the Period January 1, 2005 to present.
7. Please provide a copy of all accounting records including general ledgers, payroll registers and check registers, job reports or any other financial accounting records for the period January 1, 2005 to present.
8. Please provide a copy of any written complaints submitted to any state or federal agencies with respect to any conduct which your clients' claim breached the collective bargaining agreement for the period January 1, 2005 to present.
9. Please detail any defamatory statements which you claim were made by Local 872 or any of its agents or officers. For each such statement provide the date of the statement, the name of the person who made it, the names of the persons who heard the statement, and describe in detail each such statement. By statement we mean any oral or written statement.
10. Your clients allege that they have suffered financial losses or financial penalties as a result of the conduct of Local 872. please describe in detail, all of those financial loses.

11. Your clients allege that your clients have lost additional jobs because of the conduct of Local 872. Please describe and list each such job which your clients claim was lost. For each such job, describe the nature of the job, the client for the job and the length and duration of that job. Please provide the location and a copy of any bid which your client made on that job.

12. Your client allege that Local 872 interfered with business relationships preventing your clients from being paid for work. Please describe in detail each such incident given the nature of the job, the nature of the conduct from Local 872 and the names of the general contractors or other businesses involved.

13. In your complaint your clients allege that Local 872 failed or refused to refer workers. Please describe in detail each such incident.

These questions are being asked not as part of the litigation. They are being asked rather because your clients have made claims of breach of the collective bargaining agreement. The Local needs that information in order to evaluate these claims and determine how best to administer the collective bargaining agreements and the bargaining relationships. The information is furthermore needed in order for Local 872 to pursue its grievance against your clients for their failure to utilize the Grievance procedure.

The above questions appear and are structure as if they are interrogatories and request for documents and are asked as a result of the litigation. There is no way to separate them.

b) David Rosenfeld misrepresented himself as being the attorney of record on case **211cv00524**, therefore all requested documents should come through the discovery process according to Rule of Civil Procedure, Federal Rule 26(a)1. However it was later revealed by the Attorney of record, Kristina Hillman, that Roscnfeld was not attorney of record on the Federal case 211cv00524, only on the NLRB case. Per History filing of the court case 211cv00524, David Rosenfeld never filed Pro Hac Vice.

The true identify of the attorney of records for the Union case 211cv00524 did not become clear until March 14, 2012 before Magistrate Hoffman during a telephone hearing between Respondents then attorney Berna Ford and Union's counsel Kristina Hillman.

c) The date of request for information is for dates January 1, 2005, months or years before some of the Respondents were signatory contractors. The Union is only entitled to records for the time period of covered work and covered employees. In addition the Order is filed improper, it list the Respondent Six Star name as Rose Kincaid, an employee, which has absolutely no stocks or ownership in the company, Six Star Cleaning and Carpet Services, Inc. and Floppy Mop Inc. was not signatory to any Laborer Union. Seeing how Attorney David Rosenfeld professed to be the attorney of records and an experienced attorney at that, he has an obligation to performed due diligence on all parties involved before filing any charges, whether NLRB or any court settings.

D) The letter from Attorney David Rosenfeld, dated April 14, 2011, page 3, go on to read "*We ask that you provide this information within 10 days. Failure to do so will result in the filing of unfair labor practice charges with the National labor Relations Board.*" However according to document 18-15 in case 211CV00524, ULP charges were prepared *04/12/2011 and ,filed 04/13/2011, and request for documents 04/14/2011. this alone show that bad-faith on the Union behalf had no intentions of dealing fairly with Respondents from day one.* This charge dated 04/13/2011 was withdrawn by the Charging Party without any explanation in July 2011. According to the Detail billing

submitted to Respondents for payments in their Federal Case 211cv00524, Rosenfeld's firm prepared and submitted the following charges for payment:

DAR (DAVID ROSENFELD) CALIFORNIA ATTORNEY

- 1) 4/12/2011 DAR- Review Complaint, confer with Roberta Perkins Re Rule 1 Letter, Dismissal; prepare and file ULPs against Defendants
- 2) 04/13/2011 DAR-Telephone call(s) to Client, Review Draft Sanction , Revise Letter and Research preemption and others issues, draft litigation hold of electronic date, draft information request, Review section 1981 and preemption arguments.
- 3) 04/14/2011 DAR Telephone call(s) to clients. Draft Electronic Hold Letter, information Request Finalize Sanctions letter
- 4) 04/30/2011 DAR-Calls to Michael Urban, Review Jury Demand, research whether demand in caption suffices and jury trial right under FAA, email to Michael Urban re same, draft response to Callister letter
- 5) 05/02/2011 DAR-Telephone call(s) to Adam Siegel re Obtaining Trust Fund Information on Plaintiffs
- 6) 05/09/2011 DAR-Review Answer to Counter Claim telephone call(s) to Client

- 7) 05/12/2011 DAR-Confer with Roberta Perkins re SLAPP issues, petition to compel
- 8) 05/13/2011 DAR-Telephone call(s) to Mike Urban, Review litigation with Roberta Perkins, letter to Mr Callister re arbitration and picking arbitrator for grievance over lawsuit, request FMCS opanel for 5 cases
- 9) 05/24/2011 DAR-Respond to insurance carrier regarding claims representative and coverage
- 10) 05/31/2011 DAR-Forward complaint to ULLICO for purposes of accepting defense and indemnification of things
- 11) 06/1/2011 DAR-Redraft Declaration for Tommy White, telephone call(s) to Client. Revise memorandum

TOTAL HOURS 9.25 TOTAL CHARGE \$3, 237.50

RDP (ROBERTA PERKINS) CALIFORNIA ATTORNEY

- 4/12/2011 RDP-Receive and review complaint, confer with D. Rosenfeld re background facts, draft no merit letter to plaintiff's counsel, legal research re individual liability, preemption
- 4/13/2011 RDP-Continue legal research re allegations in complaint, review Master Agreement, draft letter to M. Callister re

*lack of merit to complaint, confer with D. Rosenfeld re
response to complaint, begin drafting answer.*

*4/14/2011 RDP-Document review, revise draft letter to Callister,
Incorporate additional information from Trust fund
office, draft answer to complaint*

*4/15/2011 RDP-Legal research and begin drafting Counter Claim to
compel Arbitration*

*4/18/2011 RDP-Complete Counter Claim to compel Arbitration and
supporting Declaration*

*4/20/2011 RDP-Revise draft answer to complaint to add counter
claim for arbitration*

*4/21/2011 RDP-Finalize draft answer to complaint and counter
claim, filing and service instructions to K. Shaw*

*5/3/2011 RDP-Confer with D. Rosenfeld re case status, further
assignments*

*5/4/2011 RDP-Legal research, draft position statement re charges,
review documents and transmit to P. Godoy, confer with
D. Rosenfeld and K. Shaw re filing of additional charges
for failure to provide information.*

*5/11/2011 RDP-Meeting with d. Rosenfeld re additional work to be
done, possible defamation claim against individual
defendants, begin legal research re same*

5/12/2011 RDP-Legal research re state SLAPP statutes, unfair competition, information to B. Gorin for arbitrator requests.

5/13/2011 RDP-Confer with D. Rosenfeld re SLAPP motion to dismiss federal court claims as retaliatory, memo to file re same

5/16/2011 RDP-Continue legal research re anti-SLAPP motion, begin drafting motion to dismiss under state anti-SLAPP statutes

5/17/2011 RDP-Continue legal research and drafting motion to dismiss under Nevada anti-SLAPP statute

5/18/2011 RDP-Continue legal research and drafting motion to dismiss under Nevada anti-SLAPP statute (facts and argument), document review on Trust Fund Litigation to collect delinquent contributions.

5/19/2011 RDP-Continue legal research and drafting anti-SLAPP motion, legal research re Union officer fiduciary duties, telephone call(s) to and from Callister's office re sam, review and receive correspondence from Callister re arbitration.

5/20/2011 RDP-Continue legal research-fiduciary conduct-and drafting SLAPP motion

*5/23/2011 RDP-Legal research re ERISA fiduciary duties, continue
drafting Memorandum of Points and Authorities in
support of SLAPP motion*

*5/24/2011 RDP-Legal research re ERISA preemption, draft
additional argument for SLAPP motion, begin drafting T.
White declaration*

*5/25/2011 RDP-Complete drafting T. White declaration, draft K
Hillman declaration in support of SLAPP motion*

TOTAL HOURS 52.50 TOTAL CHARGE \$15,750

KLH (KRISTINA HILLMAN) NEVADA ATTORNEY

*5/25/2011 KLH-Review and revise SLAPP motion and supporting
documents*

*6/2/2011 KLH-Preparation for and participate by telephone in Rule
26(f) conference*

TOTAL HOURS 1.75 TOTAL CHARGE \$568.75

Just reviewing these charges alone shows the relationship between the timely filing of the NLRB charges and the Respondents' Federal case 211Cv00524. Not only does overwhelming evidence exist in the Respondents' Federal Case but also the possibility of some payments for the NLRB case via the Federal case were commingled under the same case 211cv00524.

BACKGROUND

Respondents Six Star Cleaning, Floppy Mop Inc and Southern Nevada Flagging are currently involved in an ongoing litigation with Charging Party, Laborers International Union Local 872. The Complaint alleges various allegations, including discrimination, alter ego, breach of contract, breach of covenant of good faith and fair dealing, conversion, fraud, defamation, intentional infliction, emotional distress, negligent infliction of emotional distress and harassment, case *211CV00524 filed 4/8/2011*.

The Respondents Six Star accuses the Laborers Union of retaliation after filing a lawsuit in Federal Court along with four other Union Janitorial Contractors. The Contractors accuses of the Union of not listening to their complaints and concerns of unfair dealings disparate treatment. The contractors realize that it is not unusual for signatory contractors need for extended credit on Trust Funds benefits due to various circumstances. However the Black Contractors accused the Joint Trust Fund under the directions of the Union Business Manager, Tommy White for unfairly scrutinizing their companies and charging sometimes up to 300% of penalties. This unfair scrutiny is referred to and similar to the "sharecropper laws" where the worker or contractor is forever in debt to the land owner, in this the Union and Trust Funds. Even when the Black Contractors decides to throw in their towels and file bankruptcy because they can

no longer keep up with the interest and penalties on the extended credit and payment arrangement, the Union and Trust together file lawsuits against the Black owners individually, despite the companies being corporations. The Union, notably, did not request any relief through the grievance process until after the filing of the Federal Complaint in court and the Union realized their lack of good faith in executing the Collective Bargaining Agreement might have legal repercussions.

After Respondents' Attorney analyzed the rulings in *Hines and Vaca*, the only logical recourse for the Respondents was to file a complaint in the interest of justice and due process. The Union's attempted use of the grievance process and subsequent unfair labor practices filing with the honorable body of our Judicial system is nothing more and an illusory attempt to cover wrong doing on the part the Union and an unscrupulous attempt to use the National Labor Review Board as a tool to further their pattern of bad faith, arbitrary, discriminatory, and unacceptable behavior against Black Contractors.

When the Respondents approached the Associated General Contractors in an attempt in good faith to resolve any difference with the Union for nearly 5 years, the Union, refused to return phone calls or negotiate with the Respondents, and literally turn up the dial of harassment. The Union totally ignored the Black Contractors until the lawsuit was filed and that is when and the only the time the hinted at the opportunity to speak with the Union Business Manager, Tommy White.

Even with the Union attorney David Rosenfeld has further demonstrated the arbitrary, discriminatory, and bad faith way the Defendants in this matter have been handling this matter with the Respondents. In a letter dated April 14, 2011 from David Rosenfeld, he referred to the Respondents as "chicating" and "disgruntled", their claims as

deficient and accused the Respondents as lying. He even went as far as to refer to the Respondents businesses as "failures" and that the Respondents "pocketed the monies they should have paid the workers and spent this money for other purposes". In a second letter dated May 3, 2011, David Rosenfeld states that:

"It is clear that your clients are bent on spending their money foolishly. It is unfortunate that these kinds of small business contractors have been taken in by promises of success when it is plain that all that will happen is for them to spend their resource in lawsuits which will ultimately not prevail"

Though it is unclear what Mr. Rosenfeld was implying with the term "these Kinds" therefore for the time being one can only speculate, possibly Blacks or You People.

Interesting that the Board found that the request for Information pertaining to first four and the only surviving request for documents out of the initial 13 were considered irrelevant in the Federal case 211Cv00524 by the Union (defendants). But the entire thought process behind filing of these charges did not change, only the date of the charges.

- 1) *A list of all jobs performed by your client for the period of January 1, 2005 to present.*
- 2) *For each job listed provide the names of the employees who worked on each job, the dates of the job, the location of the job and the nature of the job.*
- 3) *For each job listed above, please provide copies of all the payroll records for each of the job segregated by job. Those records should be provided in electronic format in a manner useable and readable by Local 872.*
- 4) *Please provide a copy of all trust fund contribution report forms for each of the jobs segregated by each job and provided if possible in an electronic format.*

For example the Union response to Blue Chip Enterprises First Set of Interrogatories, no. 15, case 21 lev00524 is "Without waiving these objections, Local 872 does not have any information in its possession, custody, or under its control that would allow it to respond to this interrogator. Local 872 does not and has never audited a signatory employer, has not filed any lawsuits arising out of audits, and does not maintain any information on whether audited employers have filed for bankruptcy. All audits are conducted at the direction of and under the auspices of the Laborers Trust funds, a legally separate entity over which Local 872 has no authority or control.

Another Union response to Blue Chip Interrogatory No. 17, "All litigation with regard to the collection of delinquent Trust Fund contributions is undertaken by the Laborers Trust Funds, which is a legal separate entity from Local 872, over which Local 872 has no authority or control. Local 872 has no knowledge as to whether the Trust Funds file any litigation "pursuant to NRS 604.150." *Surely this cannot be true after reviewing David Rosenfeld's Detail Billing report.* Union response to Blue Chip's Interrogatory NO. 22 when asked to provide list of labor dispatched to the job site, "Local 872 further objects on the grounds the interrogatory seeks information which is not relevant to the subject matter and issues raised by this action and is not likely to lead to the discovery of other relevant information." *How could this request be considered not relevant when according to attorney David Rosenfeld's letter dated April 14, 2011, "These questions are being asked not as part of the litigation. They are being asked rather because your clients have made claims of breach of the collective bargaining agreement. The Local needs that information in order to evaluate these claims and determine how best to administer the collective bargaining agreements and the bargaining relationship"* *The subject matter raised by this action is breached of contract, it's not relevant in the Federal Case but it is relevant enough to file Unfair Labor Practices with the Judicial body, NLRB. By the way the same Judicial Body which states that the Union is entitled to these documents but the Union itself on court sworn statements states they have never audit an employer, only the Trust*

Fund. This is the teeth to our case. All the Respondents alone with overwhelming evidence has proved that this information has been submitted to the Trust Fund.

JURISDICTION

A. RESPONDENT

Even though during the court proceeding, Respondent, Rosemary Phillips stipulated at the advise of her attorney that during the 12-month period May 4, 2011, a representative period, the Respondent Six Star, in conducting its business operations, provided services in excess of \$50,000 for Tishman Construction, an enterprise directly engaged in interstate commerce within the State of Nevada. After firing the Respondent then attorney, Berna Ford from the NLRB case, the Respondent Six Star discovered that this stipulation was not the case, that Respondent Six Star had not performed work for Tishman in excess of \$50,000, or any other enterprise directly engaged in interstate commerce within the State of Nevada.

B. RESPONDENT FLOPPY MOP

The Respondent Floppy Mop Inc not only disputed the 12-month period as being appropriate for Floppy Mop Inc, was not signatory to Local 872 and never had any covered employees. Rather Floppy Mop & D-Clutter Professional C. Services became signatory to Local 872 on or about July 16, 2007. On or about March 2010, it followed all of the proper procedure and withdrew from the AGC and notified the Local it wish to terminate their existing contract. It is important to takes notice that, the above sentence

states Floppy Mop & D-Clutter and Professional C. Services not Floppy Mop Inc, which are two entirely different entity. This is where all of the legal issues comes in, Floppy Mop & D-Clutter and Professional Services and Floppy Mop Inc. Only one of the company was signatory to the Union, Floppy Mop & D-Clutter and Professional C. Services Again had the attorney David Rosenfeld Done due diligence, of his pleadings this kind of mistake would not have happen. The research was evidently provided to Attorney David Rosenfeld by 872 Laborer Joint Trust Funds, for in its Detail Billing of Professional Services, it too, sued Floppy Mop Inc, instead of Floppy Mop & D-Clutter Professional Cleaning Services, because as the 872 Laborers Joint Trust Funds attorney Aaron Frike Stated in the debtors exam, it would have been a waste of time to sue Floppy Mop & D-Clutter Professional Cleaning Services. Evidently this information regarding Floppy Mop Inc and Floppy Mop & D-Clutter Professional C. Services, was apparently discovered by attorney David Rosenfeld after the April 2012 NLRB hearing. Therefore unlike the Remaining two Respondents, Floppy Mop Inc is not listed in the last June 2013 ULP charge.

The Information Request

While it is true that the Union's counsel, David Rosenfeld, sent the Respondents' then counsel, Matthew Callister, two letters on April 14, 2011, requesting that the counsel turn over within ten days certain information, it is very important that the records is stated

correctly. The Union's counsel, David Rosenfeld requested 13 items, not four items as the Decision and Order, dated June 28, 2013 mentioned. The truth and facts are of essence. The fact is that the Directory, Cornele Overstreet of Region 28, dismissed 9 out of 13 items because they were directly related to the Federal case 211cv00524. However it is very interesting that through out the discovery process none of the 13 items were requested by the Defendants.

What puzzled the Respondents is that Union's attorney, David Rosenfeld goes on to state in **this** letter that these questions are being asked not as part of the litigation. Well, the printout of the Detail Billing, appears to indicate otherwise. Matter of fact per the Detail Billing dated **4/13/2011, 4/14/2011 for DAR** appears to indicate the opposite. These requests were made during the litigation and again according to the Detail Billing dated **5/24/11 and 5/31/11**, these requests were included in the payment request and claims to ULLICO. This same Detail Billing report appears to apply to the assisting attorney litigating this Federal case, Roberta Perkins. Again matter of fact, per the Detail Billing dated **4/13/2011, 4/14/2011, 5/4/2011, 5/11/2011, 5/18/2011, 5/19/2011** appears to all be related to the Federal case commingled with the NLRB case.

Truly one cannot deny that the evidence is overwhelming, that the only purpose for this Information request is for litigation of the Federal case filed by the Respondents on **4/08/2011** and therefore constitutes Bad-Faith. Not only does David Rosenfeld states in his letter he is the attorney of Records and list the case number on the letter, which itself was in bad faith. This can be called misrepresentation, misleading, half truth, whatever, the fact remained he was not the attorney of record. This was just another one of the Union's and its tactic for intimidation, threat and bad faith purpose. Just as the

transcript indicates (Rosemary pp 98 lines 2-24) Judge Anderson: *"Okay, it is not what the charge is. It is the fact that a charge was filed. I assume that Counsel is saying that is her theory—if you are going to have retaliation, this is a triggering event."* and General Counsel, Mr. Werner responded *"Yes, Your Honor, I would think that it would be relevant."* Judge Anderson then responded: *"All right. We will—we will take that the 28- CA-23447 on 4/ 13, I will administer and duly notice it up. I am going to -- I need something to do with my lunch. I will see if I can hunt that up."* So, over the objection of – the standing objections of the General Counsel and the Charging party, if there was a charge filed by this Union against this employer between". This important fact never resurfaced during these proceedings. Why? For the record, the charged 28-CA-23447 was filed on 04/13/11 and Pablo Godoy was the Board Agent and it was withdrawn July 29, 2011.

The Unduly Burdensome Defense

While it is true that Respondents initially failed to argue that the information request was unduly burdensome and acknowledge that when the defense was presented it was untimely. However the fact remained that during the NLRB court proceedings cost did come up. TR-Rosemary p109 L 12-25, whereas Respondent Six Star testified *"I was requested by the Trust Fund to hire someone to do that, and it took two weeks to get those documents together, so when you asked me if it was possible, physically, yeah, but the time consumption is not possible today"*. Respondent Six Star wants it to be known that she had hired a clerk at the request from the Union Trust Fund from an agency to performed this work, even though she could not afford it. Therefore the issue of expense

to produce these documents were raised during these proceedings and therefore should be admitted as evidence. Respondents Six Star has already paid out money to produce these records and now the Union is asking for the same identical documents which one received will hand these documents over the same Trust Funds and CPA, where Respondents will inherit another \$7,000 bill to do the same auditing just was just completed in August 2012. Can this be justice. There come a time when Moral justice outweigh Legal justice, and Respondent believe this is the time. Not only does it not makes since, but the Union itself in over 100 requests for discovery has stated the Union doesnot audit contractors, only the Trust fund and the Union designated CPA. If this is the case then the Respondents has met the burden. Therefore One would have to asked themselves if the Union has never audit or requested this information from its Contractors, by their own admission, then why are they fighting this group of Black Contractors to obtain this information? Because it is harassment.

In addition, it is not true that the Respondents merely refused to furnish the information at all. Through out the transcripts in this case, Respondent, Six Star, spoke on numerous occasions that information had been furnished to the Union since 2007 by means of Six employees, by means of Six Star hired help from a temp agency and by means of Six Star attorney, Jim Winkler. (Rosemary pp 66 lines 2-10) *by Ms. Ford : "All right, so, Ms. Phillips, have you provided payroll records, as are identified in Item 3 on General Counsel's Exhibit No. 5, to either the Trust Fund or the Union?" Ms Phillips: "Yes, to the Trust Fund. (Rosemary pp 82 lines 5-24) and some of the excerpts read "the period of June 6th 2005 through December 31st 2008 And what is the document regarding?" (answer) "It is regarding an audit of my Six Star Books for."* (Rosemary

pp 83 lines 15-25) and some of the excerpts read “February of 2011 from the Trust Fund Auditor this a course of e-mails dated back to.” and “So, up to December 2010, is it your position that you provided a document regarding your employees, a list of jobs and payrolls records?” and Six Star responded “ Yes, it is” (Rosemary pp. 87 lines 1-25) and some of the excerpts read “Can you tell us, what it is , this binder?” “I believe those are payroll, yes, for – I can’t see that year. Oh, 2006, 2007, 2008, 2009, 2010.” “and did you ever provide these documents to anyone?” “Yes, to the same party. To the Trust Fund and also to Jim Winkler who was my attorney at that time”. So as the Respondent Six Star sees it, its books and records for 2005, 2006, 2007, 2008, 2009 and 2010 had all been submitted to the Trust Funds. The only months that had not been audited at the time of information request were the first three months of 2011, January, February and March.

Please take note that the email in this exhibit was dated February 2011. The request for information NLRB charge was filed April 2011, some two months later. Even though Respondent Six Star had received a certified letter dated February 2009 from the Trust Funds regarding Six Star completed audit for 2005-2008, the Trust Funds again requested another audit for 2005 to present, which was February 2010. Upon providing those documents to the Trust Funds again, the Union then come in April 2011 and request information for an audit for 2005 to present (this time April 2011). This is harassment.

Remedy

The Respondents asked that the Board please reconsider its decision and Order
Until further investigation or until the December 17, 2013 hearing when all
of evidence will be presented.

DATED: August 26, 2013

ROSEMARY PHILLIPS
SIXSTAR CLEANING AND CARPET
SERVICES INC
ROSEMARYPHILLIPS@SIXSTARCLEANING.COM



SHERYL ARCHIE
Floppy Mop/D-Clutter
6130 WEST LAMINGO ROAD
LAS VEGAS NV 89103

GENE COLLINS
SOUTHERN NEVADA FLAGGERS AND BARRICADES
3925 NO MARTIN LUTHER KING STE 213
NORTH LAS VEGAS NV 89032

PROOF OF SERVICE

I AM A CITIZEN OF THE UNITED STATES AND RESIDENT OF THE STATE OF NEVADA AND IS OF EIGHTEEN YEARS OF AGE. THIS SERVICE WAS FILED AUGUST 26 INSTEAD OF AUGUST 25, 2013 BECAUSE AUGUST 25, 2013 FELL ON A SUNDAY.

ON AUGUST 26, 2013 I DID SERVE THE FOLLOWING DOCUMENTS IN THE MANNER OF EMAIL AND ELECTRONIC MAIL AND U S MAIL:

BRIEF IN SUPPORT OF RESPONDENTS' MOTION FOR RECONSIDERATION AND SUGGESTION FOR CONSIDERATION BY THE FULL BOARD

Rosemary Phillips
Six Star Cleaning & Carpet Services Inc
7345 S Durango #B151-107
Las Vegas, NV 89113

Sheryl Archie
Floppy Mop D Clutter
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Las Vegas, NV 89103

Gene Collins
Southern Nevada Flaggers and Barricades
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North Las Vegas, NV 89032

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