

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

JPMORGAN CHASE & CO. and CHASE
INVESTMENT SERVICES CORP., now
doing business as JPMORGAN
SECURITIES, LLC, Joint Employers,

and

Case No. 02-CA-098118

ROBERT M. JOHNSON, JENNIFER ZAAT-
HETELLE, SCOTT VAN HOOGSTRAAT, and
PETER PICCOLI, Individuals.

GENERAL COUNSEL'S MOTION TO STRIKE SECTION II.E OF RESPONDENT'S
REPLY BRIEF

1. Respondent counsel argues, for the first time, that it is being denied due process because counsel for the General Counsel has argued that the named Respondents constitute joint employers, though that is an allegation of the complaint, never withdrawn.
2. Respondent counsel bases his argument on an alleged understanding between counsel.
3. The e-mail messages submitted by Respondent counsel in support of his claim demonstrate otherwise.
4. In Exhibit 4 to Respondent's brief, counsel for the General Counsel specifically stated his understanding of the purpose of the stipulation:

"The stipulation is designed to obviate the need for (1) Respondents to produce documents in response to a number of the paragraphs of the subpoenas issued earlier in this case and (2) testimony regarding the joint employer issue. Counsel for the General Counsel nonetheless intends to submit the offer letters sent to Charging Parties

Johnson, Zaat-Hetelle, Piccoli, and Van Hoogstraat into the record. If Respondents are willing to have those documents also made part of the stipulation, I can add those four documents to the list of exhibits.”

5. Both of the stated purposes were achieved. Counsel for the General Counsel withdrew certain paragraphs of his subpoena *duces tecum* and no testimony regarding the joint employer issue was presented.
6. Notably, the quoted statement of purpose did not include any representation that the General Counsel would forego arguing that Respondents were joint employers.
7. Indeed, as also illustrated by Respondent’s Exhibit 4, counsel for the General Counsel explicitly stated that he would be relying on specific, identified documents to argue for the appropriateness of a remedy against both Respondents: “They [the offer letters referred to in the previously-quoted message] support the Region’s position that a remedy extending to JPMorgan Chase & Co. [in addition to Chase Investment Services Corp.] is appropriate.”
8. Because Section II.E of Respondent’s reply brief depends entirely on a demonstrably false characterization of the agreement between counsel, it should be stricken.

Dated at New York, New York this 18th day of November 2013



Jamie Rucker
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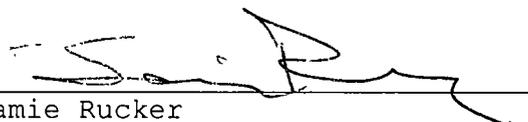
AFFIDAVIT OF SERVICE OF THE GENERAL COUNSEL'S MOTION TO STRIKE

STATE OF NEW YORK)
):
COUNTY OF NEW YORK)

AFFIRMATION OF SERVICE

I, Jamie Rucker, being duly sworn, say: On November 18, 2013, I served a true copy of the General Counsel's Motion to Strike by electronic mail to Respondent counsel Jonathan C. Fritts, Esq., Morgan, Lewis & Bockius, LLP, 1111 Pennsylvania Ave., N.W., Washington, D.C. 20004 at jfritts@morganlewis.com and to Charging Parties counsel Dierdre Aaron, Esq., Outten & Golden, LLP, Three Park Ave., 29th Floor, New York, NY 10016 at daaron@outtengolden.com.

Dated at New York, New York
This 18th day of November 2013



Jamie Rucker