

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

MASTEC, INC.

and

Case 12-CA-153478

JOSE LUIS SANCHEZ CORDERO, an Individual

MASTEC SERVICES CO.

and

Case 12-CA-154795

MOISHE BEN LEVISON, an Individual

**COUNSEL FOR THE GENERAL COUNSEL'S
BRIEF TO THE ADMINISTRATIVE LAW JUDGE**

I. STATEMENT OF THE CASE

The Consolidated Complaint (the Complaint) alleges simply that MasTec, Inc., (Respondent MasTec, Inc.) and MasTec Services Co. (Respondent MasTec Services Co.; collectively, Respondents), violate Section 8(a)(1) of the Act by maintaining and enforcing an arbitration agreement containing a class and collective action waiver that prevents employees from exercising their Section 7-protected right to band together in legal fora for their mutual aid and protection. The facts, undisputed and submitted to the Administrative Law Judge (ALJ) as a complete stipulated record, are set forth below in full. [JX 1].¹ The sole issue to be decided is whether the ALJ is bound to adhere to extant Board precedent, as set forth in *D. R. Horton, Inc.*, 357 NLRB No. 184 (2012), enf. denied in relevant part 737 F.3d 344 (5th Cir. 2013), *Murphy*

¹ General Counsel's Exhibits are referenced as GCX (number); Joint Exhibits are referenced as JX (number). References to the Joint Stipulations, signed by the parties and admitted as Joint Exhibit 1, are referenced herein as JS (paragraph number).

Oil USA, Inc., 361 NLRB No. 72 (2014), enf. denied in relevant part, 808 F.3d 1013 (5th Cir. 2015), and their progeny, a growing family of dozens of Board decisions issued in the last two years. Counsel for the General Counsel maintains that the ALJ is so bound, and must accordingly find that Respondents have violated the Act in all respects alleged in the Complaint. Pursuant to § 102.42 of the Board's Rules and Regulations, Counsel for the General Counsel hereby submits this brief to the ALJ in support of the Complaint.

II. STATEMENT OF FACTS

Respondent MasTec Services Co. is a subsidiary of Respondent MasTec, Inc. and the employer of the Charging Parties. Respondent MasTec Services Co. maintains places of business located in Brooksville, Florida and Longwood, Florida (the Brooksville and Longwood Facilities), and at various other locations throughout the United States. During the past 12 months, Respondent purchased and received at its places of business in the State of Florida goods valued in excess of \$50,000, directly from points outside the State of Florida. [JS 2; GCX 1(g), para. 2, and 1(i), para. 2]. At all material times, Respondents have been contractors performing engineering, procurement, construction, and maintenance of the infrastructures for electric transmission and distribution, oil and natural gas pipelines, and communications systems, including the installation of satellite television systems, home security systems, home automation systems, and related services. [GCX 1(g), para. 2, and 1(i), para. 2].

Since at least February 1, 2013, Respondent MasTec, Inc. has maintained in effect and enforced, with respect to employees of Respondent MasTec, Inc. and its subsidiaries and affiliates, including Respondent MasTec Services Co., the Dispute Resolution Policy (the DRP), with respect to all of its employees in the United States, including all employees employed at the Brooksville and Longwood Facilities, except those who opt out pursuant to the procedure set

forth in the DRP. [JS 6, 9; JX 2 and 3].² Should an employee not opt out of the DRP within 30 days of the employee's original receipt of the DRP, continuing the employee's employment constitutes mutual acceptance of the terms of the DRP by the employee and Respondents. [JS 9].

Since February 1, 2013, the DRP has been contained in a stand-alone policy. [JS 7]. Before February 1, 2013, the DRP was contained in an employee handbook. [JS 7, 8; JX 4]. Since before February 1, 2013, all newly hired employees of Respondent MasTec, Inc. and its subsidiaries and affiliates, including Respondent MasTec Services Co., have been presented with and required to sign the DRP. [JS 7; JX 2-4]. By signing the agreement, newly hired employees acknowledge that they have reviewed and will abide by the DRP if they do not voluntarily opt-out of the DRP within 30 days of receiving the DRP. [JS 7; JX 2-5]. The DRP contains the following class and collective action waiver (Class Action Waiver), requiring employees to instead resolve all employment-related disputes by individual arbitration:

[T]here will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action, or in a representative or private attorney general capacity on behalf of a class of persons or the general public.

[JX 2-4].

Charging Party Moishe Levison (Charging Party Levison) was employed by Respondent MasTec Services Co. as a satellite TV installer/technician from on or about June 10, 2013, until April 2, 2015. [JS 4; JX 12(b)]. Charging Party Jose Luis Sanchez Cordero (Charging Party Sanchez) was employed by Respondent MasTec Services Co. from on or about April 14, 2014

² Since on or before February 1, 2013, if, after signing the DRP, an employee wishes to opt out of the DRP, the employee must submit a signed and dated statement on a DRP Opt Out form (the Opt Out Form) that can be obtained from Respondents' Legal Department in Coral Gables, Florida or by calling 305-406-1875. A copy of the Opt Out Form is attached hereto as JX 5. In order to be effective, the signed and dated Opt Out Form must be returned to Respondents' Legal Department in Coral Gables, Florida within 30 days of the employee's original receipt of the DRP. [JS 9; JX 5].

until January 23, 2015. [JS 5]. Charging Party Levison and Charging Party Sanchez signed forms acknowledging receipt of Respondents' DRP. [JS 6; JX 2 and 3].

On or about April 9, 2015, Charging Party Sanchez and Respondent Mastec Services Co. employees Luiz Gomez-Montanez, Alexis A. Warner and Brian Nazar, on behalf of themselves and others similarly situated, filed a collective action complaint against Respondent MasTec, Inc. and co-defendant AT&T Digital Life in the United States District Court for the Middle District of Florida (the District Court) in Case 6:15-cv-00572-GAP-KRS (the Sanchez FLSA Lawsuit). [JS 10; JX 6].³ The Sanchez FLSA Lawsuit complaint alleges various unlawful compensation practices by Respondents, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (FLSA). [JX 6].

On or about May 22, 2015, Respondent MasTec, Inc. and AT&T Digital Life filed Defendants' Motion to Compel Arbitration and Alternative Motion to Dismiss with Memorandum of Law in Support in the District Court in the Sanchez FLSA Lawsuit. [JS 11; JX 7]. On July 27, 2015, the District Court granted the co-defendants' motion to compel arbitration in the Sanchez FLSA Lawsuit. [JS 13; JX 9].

On or about June 30, 2015, Charging Party Levison, on behalf of himself and others similarly situated, filed a lawsuit against Respondents in Case 15-CA-686 (the Levison FLSA Lawsuit I) in the Civil Division, Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida, alleging various violations of the FLSA. [JS 14; JX 10]. On or about July 7, 2015, following removal of the Levison FLSA Lawsuit I to the District Court, Charging Party Levison and Mastec Services employee Steven Salmons (Salmons), on behalf of themselves and others similarly situated, filed an amended complaint against Respondents and DirecTV, Inc., in

³ On June 16, 2015, former Respondent Mastec Services Co. employee Rafael Longo filed "Consent to Collective/Class Action and be Represented by LaBar & Adams, P.A." in the District Court, thereby joining in the Sanchez FLSA Lawsuit. [JS 12; JX 8].

the District Court in Case 8:15-cv-1547-RAL-AEP (the Levison FLSA Lawsuit II). [JS 15; JX 11]. On or about July 30, 2015, Charging Party Levison and Salmons, on behalf of themselves and others similarly situated, filed Plaintiffs' Motion to Conditionally Certify Collective Action and Facilitate Notice to Potential Class Members and Incorporated Memorandum of Law in the Levison FLSA Lawsuit II. [JS 16; JX 12(a)].

On or about July 31, 2015, August 4, 2015, and August 21, 2015, in response to the Levison FLSA Lawsuit II, Respondents filed motions to compel arbitration and memoranda in support in District Court. [JS 17; JX 13(a)-(c)]. On August 25, 2015, the District Court granted Respondents' Amended Motion to Compel Arbitration in the Levison FLSA Lawsuit II. [JS 18; JX 14].

III. ANALYSIS

In *D.R. Horton*, the Board made clear that the proper test for determining whether class action waivers contained in arbitration agreements constitute a rule that violates Section 8(a)(1) of the Act is that set forth in *Lutheran Heritage Village-Livonia*, 343 NLRB 646 (2004). Under that test, a policy such as Respondent's violates Section 8(a)(1) if it expressly restricts Section 7 activity or, alternatively, when (1) employees would reasonably read it as restricting such activity; (2) the rule was promulgated in response to union activity; or (3) the rule has been applied to restrict the exercise of Section 7 rights. 343 NLRB at 646-647, cited in *D.R. Horton* at 357 NLRB No. 184, slip op. at 7. Although the Fifth and Eighth⁴ Circuit Courts of Appeals have denied enforcement of Board orders which rely on the Board's well-reasoned position that class action waivers do restrict such activity by preventing employees from exercising the "core substantive right" of the Act – to act together for their mutual aid and protection, including through the filing of class and collective action suits against their employers – the Seventh

⁴ *Cellular Sales of Missouri v. NLRB*, 15-1620, 15-1860, 2016 WL 3093363 (8th Cir. June 2, 2016).

Circuit has recently agreed with the Board's reasoning in refusing to dismiss an FLSA collective action pending before it. *Lewis v. Epic Systems*, ___ F.3d ___, 2016 WL 3029464 (7th Cir. May 26, 2016). Furthermore, the ALJ is not entitled to diverge from Board precedent and defer to conflicting rulings from the Circuit Courts. See, e.g., *Pathmark Stores*, 342 NLRN 378 n.1 (2004); *Chesapeake Energy Corp.*, 362 NLRB No. 80 (2015), enf. denied in relevant part 633 Fed.Appx. 613 (5th Cir. 2016).

The stand-alone DRP at issue in this case includes the same relevant language already found to violate Section 8(a)(1) of the Act in the employee handbook version of the DRP in *MasTec Services Co.*, 363 NLRB No. 81 (2015), enf. denied No. 16-60011 (per curiam) (5th Cir. July 11, 2016).⁵ [JX 2-5]. Respondents' DRP makes individual arbitration the required and exclusive forum for the resolution of all employment-related disputes with Respondents, except when seeking relief before the Board, EEOC, or similar administrative agencies, and, in all fora, expressly restricts employees from bringing joint claims as either a class or collective action, unless they comply with the opt-out requirements within 30 days of beginning employment. [JX 2-4].

By forcing employees to sign the DRP as a condition of employment, Respondents have thus attempted to foreclose all concerted employment-related litigation or arbitration by employees and effectively stripped employees of their Section 7 right to engage in this form of concerted activity for their mutual aid and protection, notwithstanding the opt-out provision. See, e.g., *On Assignment Staffing Services*, 362 NLRB No. 189, slip op. at 4-5, enf. denied No. 15-60642, 2016 WL 3685206 (5th Cir. June 6, 2016); *Grill Concepts Services*, 364 NLRB No. 36, slip op. at 1-2, n. 7 (2016). Moreover, even if the opt-out is found to sufficiently remove the

⁵ The Fifth Circuit's order is currently not available on Westlaw, but can be found on the Board's website at <https://www.nlr.gov/case/16-CA-086102>.

DRP from the ambit of mandatory conditions of employment, the Board has nonetheless found that voluntary class action waivers can also restrict employees in the exercise of their Section 7 rights by asking them to prospectively waive those rights. *Id.*

Finally, not only does the maintenance of the DRP on its face constitute a violation of the Act under the *Lutheran Heritage* test, it has also been applied by Respondent to restrict the exercise of Section 7 activity in violation of the Act. The Board has long found that enforcement of an unlawful rule constitutes a separate violation than mere maintenance of the rule. *Murphy Oil*, supra, slip op at 19; *Bristol Farms*, 364 NLRB No. 34 (2016). The record clearly demonstrates that Respondents sought to have the charging parties withdraw both the Sanchez FLSA Lawsuit and the Levison FLSA Lawsuit II. [JX 7, 12].

For these reasons, and as elaborated in greater detail below, the ALJ must find that Respondents have violated Section 8(a)(1) of the Act in all respects alleged in the Complaint.

A. The Board's Decisions in *D.R. Horton*, *Murphy Oil*, and Their Progeny are Controlling.

Despite the Fifth and Eighth Circuit's rejections of the Board law in these cases, the ALJ must continue to follow the Board's controlling precedent unless and until the Board's interpretation of the *D.R. Horton* issue and the ensuing circuit split is resolved by the Supreme Court. In *Pathmark Stores*, the Board reiterated that:

[i]t has been the Board's consistent policy for itself to determine whether to acquiesce in the contrary views of a circuit court of appeals or whether, with due deference to the court's opinion, to adhere to its previous holding until the Supreme Court of the United States has ruled otherwise ... **[I]t remains the [judge's] duty to apply established Board precedent which the Supreme Court has not reversed.** Only by such recognition of the legal authority of Board precedent, will a uniform and orderly administration of a national act, such as the National Labor Relations Act, be achieved.

342 NLRB 378 n. 1 (2004) (emphasis added), quoting *Iowa Beef Packers, Inc.*, 144 NLRB 615, 616 (1963), enfd. in part 331 F.2d 176 (8th Cir 1964), quoting *Insurance Agents' International Union, AFL-CIO*, 119 NLRB 768, 773 (1957).

Furthermore, on April 30, 2015, the Board reversed an ALJ, who, after the Board's decision issued in *D.R. Horton*, but before it decided *Murphy Oil*, sought to apply the holding of *American Express Co. v. Italian Colors Restaurant*, 133 S. Ct. 2304 (2013) to reverse *D.R. Horton* and foreclose further findings that class and collective action waivers contained in an employment arbitration agreement could, in and of themselves, violate the Act. *Chesapeake Energy*, supra, slip op. at 1-3. The Board expressly rejected the ALJ's arguments for the deference of the NLRA to the Federal Arbitration Act (FAA) and held, once again, that arbitration policies violate Section 8(a)(1) when their class and collective action waivers fail the *Lutheran Heritage* test. *Id.* at 3. As affirmed by the Seventh Circuit in *Lewis v. Epic Systems*, supra, the Board was correct to adhere to its own well-reasoned precedent in deciding *Murphy Oil*. Contrary opinions arising in the Fifth and Eighth Circuits cannot defeat the ALJ's obligation to decide cases in accordance with Board precedent.

B. Section 7 of the Act Creates a Substantive Right to Pursue Collective Legal Action in Forums other than Arbitration.

As the Board has held time and again, the NLRA's core substantive right is the Section 7 right of employees to act collectively for their mutual aid or protection. See, e.g., *Murphy Oil*, 361 NLRB No. 72, slip op. at 6; *Bristol Farms*, 364 NLRB No. 34 (2016). It is unquestionably a substantive, not a procedural, right, as indicated by the statement of purpose in Section 1 of the Act that the NLRA was enacted to correct "the inequality of bargaining power between employees who do not possess full freedom of association or actual liberty of contract and [corporate] employers," and to remove the impediments which that same inequality presents to

the free flow of commerce. “[T]he *D.R. Horton* Board was clearly correct when it observed that the ‘right to engage in collective action – including collective *legal* action – is the *core* substantive right protected by the NLRA and is the foundation on which the Act and Federal labor policy rest.’” *Murphy Oil*, supra, slip op. at 7, quoting *D.R. Horton*, supra, slip op. at 10 (emphasis original to *Murphy Oil*).

The Board has long held that the specific collective activity of jointly pursuing legal claims related to the terms and conditions of employment is a form of protected, concerted Section 7 activity, and the Board has repeatedly found that these agreements, barring employees from collectively pursuing their legal claims, constitute a patently unlawful waiver of Section 7’s substantive right to act together for employees’ mutual aid and protection. *Id.* at 7 (“The [Fifth Circuit’s] first step was to determine that pursuit of legal claims concertedly is not a substantive right under Section 7 of the NLRA. We cannot accept that conclusion; it violates the long-established understanding of the Act and national labor policy, as reflected, for example, in the Supreme Court’s decision in *Eastex* ...”).

The Board emphasized in *D.R. Horton* that finding an arbitration agreement unlawful does not conflict with the FAA because “the intent of the FAA was to leave substantive rights undisturbed.” 357 NLRB No. 184, slip op. at 11. Respondents’ DRP expressly requires employees to prospectively sign away their substantive Section 7 right to join together and pursue collective relief from an Employer’s violations of other laws in any forum, and therefore cannot be enforceable under the FAA. That portion of the DRP which mandates that individual mediation and arbitration is the exclusive remedy for such violations must be found unlawful and henceforth rescinded for all employees and former employees who are signatories to it.

C. The Board Decisions in *D.R. Horton* and *Murphy Oil* Correctly Accommodate the NLRA and FAA.

The *Murphy Oil* Board emphatically affirmed that the FAA’s savings clause provides for the revocation of otherwise mandatory arbitration agreements “upon such grounds as exist at law...” and that “Section 7... amounts to a ‘contrary congressional command’ overriding the FAA.” 361 NLRB No. 72, slip op. at 9. As the *D.R. Horton* Board noted, the Supreme Court has not heretofore addressed whether an employer can infringe upon employees’ substantive Section 7 right to concerted employment-related claims – *AT&T Mobility v. Concepcion*, 563 U.S. 32 (2011), for example, arose in the context of a commercial arbitration agreement and the high court focused its opinion on the preemption of a state consumer protection law, not employees’ substantive, federal collective action rights under Section 7 of the NLRA. 357 NLRB No. 184, slip op. at 12.

Moreover, in *Murphy Oil*, the Board explained that when the NLRA was enacted in 1935 and amended in 1947, the FAA had not ever been applied to individual employment contracts, and noted:

[i]t is hardly self-evident that the FAA – to the extent that it would compel Federal courts to enforce mandatory individual arbitration agreements prohibiting concerted legal activity by employees – survived the enactment of the Norris-LaGuardia Act [in 1932] and its sweeping prohibition of “yellow dog” contracts.

361 NLRB No. 72, slip op. at 10. The Board found that, even if there is a conflict between the NLRA and the FAA, the Norris-LaGuardia Act prevents enforcement of any private agreement inconsistent with the statutory policy of protecting employees’ concerted activity, including an agreement that seeks to prohibit a “lawful means [of] aiding any person participating or interested in a” lawsuit arising out of a labor dispute. *Id.* The Board found that in the event of a

conflict, the FAA would therefore have to yield to the NLRA insofar as necessary to accommodate employees' substantive Section 7 rights. *Id.*

D. Maintenance and Enforcement of Class and Collective Action Waivers Contained in Individual Arbitration Agreements Constitute Separate Violations of the Act.

As in *D.R. Horton*, the Board found in *Murphy Oil* and subsequent cases, up through its recent decision issued in *Bristol Farms*, *supra*, that it is “well-established that an employer’s enforcement of an unlawful rule, including a mandatory arbitration policy like the one at issue here, independently violates Section 8(a)(1).” *Cellular Sales*, 362 NLRB No. 27, slip op. at 2 (2015) (emphasis added), *enf. denied Cellular Sales of Missouri v. NLRB*, 15-1620, 15-1860, 2016 WL 3093363 (8th Cir. June 2, 2016), citing *Murphy Oil*, 361 NLRB No. 72, slip op. at 19-21; see also *NLRB v. Washington Aluminum Co.*, 370 U.S. 9, 16-17 (1962) and other authorities cited by the Board in n. 9 of the *Cellular Sales* decision.

Furthermore, in *Murphy Oil*, the Board considered and rejected the employer’s argument that its motion to dismiss the class action lawsuit and compel arbitration was protected by its First Amendment right to petition the government, as construed by the Supreme Court in *BE & K Construction Co. v. NLRB*, 536 U.S. 516 (2002). The Board found the motion unlawful because it had an illegal objective under federal law, i.e. to enforce an unlawful restriction against protected Section 7 activity. 361 NLRB No. 72, slip op. at 19-21. Accordingly, the Board ordered the employer to reimburse the plaintiffs for any reasonable attorneys’ fees and litigation expenses that they may have incurred in opposing the employer’s unlawful motion to dismiss. *Id.* at 21, citing *Bill Johnson’s Restaurants v. NLRB*, 461 U.S. 731, 747 (1983) (“If a violation is found, the Board may order the employer to reimburse the employees whom he had wrongfully

sued for their attorneys' fees and other expenses" and "any other proper relief that would effectuate the policies of the Act").

Thus, Respondents' successful motions to enforce the DRP against Charging Party Sanchez, Charging Party Levison, and the other employees who joined in their collective action lawsuits constitute separate violations of Section 8(a)(1) from the mere maintenance of the DRP's Class Action Waiver. The collective action plaintiffs are entitled to recover any legal fees they incurred in opposing the motions to compel arbitration in each of the FLSA Lawsuits.

IV. CONCLUSION

For the foregoing reasons, Counsel for the General Counsel respectfully submits that the Administrative Law Judge should find that Respondents violated Sections 8(a)(1) of the Act in all respects alleged in the Complaint. Counsel for the General Counsel seeks a Board Order requiring Respondent to immediately:

1. Cease and desist its illegal conduct in all respects, including ceasing the maintenance and enforcement of its DRP at all of its locations in the United States and its territories;
2. Rescind all of its arbitration agreements that are in effect and notify in writing all of its employees who are signatories to those agreements that the agreements have been rescinded, or, alternatively, to revise those agreements to make clear that they do not constitute a waiver of employees' rights to maintain employment-related joint, class, or collective actions in all forums, and to provide copies of such revised agreements to all of those employees;

3. Post and otherwise distribute a Notice to Employees in English and Spanish to all of its employees in the United States and its territories, as Respondents have maintained the unlawful arbitration agreement with respect to all of its employees nationwide.⁶

Counsel for the General Counsel also requests that the Administrative Law Judge order any other relief deemed just and proper to effectuate the purposes of the Act.

Dated this 10th day of August, 2016.

Respectfully submitted,

/s/ Caroline Leonard
Caroline Leonard, Esq.
Counsel for the General Counsel
National Labor Relations Board, Region 12
201 E. Kennedy Blvd., Suite 530
Tampa, Florida 33602

⁶ A proposed Notice To Employees is attached hereto as Appendix A.

APPENDIX A

(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 a mandatory Dispute Resolution Policy that requires you, as a condition of employment, to waive the right to maintain employment-related class or collective actions against the company in all forums, whether arbitral or judicial.

WE WILL NOT in any like or related manner interfere with your rights to engage in protected, concerted activity under Section 7 of the Act.

WE WILL rescind the unlawful Dispute Resolution Policy in all of its forms, or revise all of its forms to make clear that the Dispute Resolution Policy does not constitute a waiver of your right to maintain employment-related joint, class, or collective actions against the company in all forums.

WE WILL notify all current and former employees who were required to sign or otherwise become bound to the unlawful Dispute Resolution Policy that it has been rescinded or revised and, if revised, provide them a copy of the revised Dispute Resolution Policy.

WE WILL immediately cease enforcement of the unlawful Dispute Resolution Policy, **WE WILL NOT** use a current or former employee's signed Dispute Resolution Policy to compel individual arbitration of employment-related joint, class, and collective actions against the company, and, to the extent that we have not already done so, **WE WILL** withdraw all outstanding motions to compel individual arbitration of current and/or former employees' employment-related joint, class, and collective actions against the company.

MASTEC, INC. and MASTEC SERVICES, INC.

(Employer)

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.

201 E Kennedy Blvd Ste 530

Telephone: (813)228-2641

Tampa, FL 33602-5824

Hours of Operation: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document, Counsel for the General Counsel's Brief to the Administrative Law Judge, was served on August 10, 2016 as follows:

By electronic filing at www.nlr.gov to:

National Labor Relations Board
Hon. Michael A. Rosas
Administrative Law Judge
Division of Judges
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Washington, D.C. 20570-0001

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