

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 16

LEUKEMIA & LYMPHOMA SOCIETY,	§	
	§	
Respondent,	§	
	§	
and	§	Case No. 16-CA-152958
	§	
BRITTANY LYNN DOERING,	§	
	§	
Charging Party.	§	
_____	§	

**RENEWED JOINT MOTION TO DISMISS**

Charging Party Brittany Lynn Doering (“Charging Party” or “Doering”) and Respondent Leukemia & Lymphoma Society (“Respondent” or “LLS”) renew their request to dismiss the Complaint issued on October 29, 2015 by the Regional Director in the above-styled and numbered cause. This request is based on the following grounds:

**1. The Complaint**

On May 22, 2015, the Charging Party filed an unfair labor practice charge against Respondent, and on June 23, 2015, an Amended Charge was filed. On October 29, 2015, Region 16 of the National Labor Relations Board issued the Complaint in this case, alleging that the Charging Party had been improperly discharged (Complaint, ¶ 6) and that certain LLS policies violated Section 8(a)(1) (Complaint, ¶¶ 7-12).

## **2. The Response**

On November 10, 2015, Respondent filed its Motion to Dismiss the Complaint, contending that the Amended Charge had been improperly initiated by Region 16. On November 11, 2015, LLS filed its Original Answer, and on December 4, 2015, Respondent filed a Motion for Summary Judgment on the Charging Party's status as a supervisor under Section 2(11) of the National Labor Relations Act ("Act").

## **3. The Settlement**

Prior to the scheduling hearing in this case, the Charging Party and the Respondent entered into a written settlement agreement ("Agreement"). The Agreement contains a release of claims arising under the Act and requires withdrawal of the NLRB Amended Charge and dismissal of this case. *See* Agreement, ¶¶ 2-3, 10. In exchange, the Agreement provides monetary and other consideration to the Charging Party, and notice to Respondent's employees regarding the updated LLS Employee Handbook. *See* Agreement, ¶ 2 and Attachment A.

## **4. Approval of Non-Board Settlement**

On February 12, 2016, a Joint Motion to Approve Non-Board Settlement was filed by Respondent and the Charging Party. Because the Agreement satisfied the *Independent Stave* standards and substantially remedied the violations alleged in the Complaint, Respondent and Charging Party requested that the Agreement be approved over the objection of Region 16 and the Counsel for the General Counsel. On February 17, 2016,

the Joint Motion to Approve Non-Board Settlement was granted by Judge Robert A. Ringler, and the Agreement was approved.

### **5. Settlement Conditions**

The Agreement between the Charging Party and the Respondent was conditioned on the denial of the Motion for Summary Judgment regarding Charging Party's status as a supervisor. *See* Agreement, ¶ 8. On February 17, 2016, the NLRB denied the Motion to Dismiss filed on November 10, 2015 (363 NLRB No. 123) and the Motion for Summary Judgment filed on December 4, 2015 (363 NLRB No. 124). Accordingly, the Charging Party and the Respondent agree that the condition to settlement has been satisfied.

### **6. Compliance with the Terms and Conditions of Settlement**

On February 18, 2016, Charging Party and Respondent performed and concluded their respective obligations under the Agreement. First, Respondent hand-delivered to the Charging Party the monetary consideration reflected in Attachment A to the Agreement. A true and correct copy of the Charging Party's acknowledgement of receipt of those funds is attached as Exhibit A. Second, Respondent provided notice to all U.S. employees set reflected in Attachment D to the Agreement. *See* Agreement, ¶ 5. A true and correct copy of the nationwide notice is attached as Exhibit B. Third, the Charging Party executed and delivered to Respondent a written request to withdraw the Amended Charge in Case No. 16-CA-152958, a true and correct copy of which is attached as Exhibit

C. The parties further represent and agree to perform any and all remaining obligations that may be imposed by the Agreement.

On March 15, 2016, an Order issued denying the Joint Motion to Dismiss, holding that the motion was premature inasmuch as the settlement provided that Respondent would post a notice approved by LLS and Counsel for the General Counsel at its Fort Worth, Texas office for a 60-day period. This 60-day period had not elapsed at the time the Joint Motion to Dismiss was filed and, as a result, it was denied.

Attached as Exhibit D is a true and correct copy of the notice posted by LLS at its Fort Worth, Texas office. The attached notice was posted on March 29, 2016 and remained posted until May 31, 2016. Full compliance with the terms and conditions of the settlement have been achieved.

#### **7. Prayer**

For the foregoing reasons, Respondent and the Charging Party respectfully request that the Complaint in this matter be dismissed with prejudice.

Respectfully submitted,

By: \_\_\_\_\_

Dan Hartsfield  
JACKSON LEWIS, PC  
dan.hartsfield@jacksonlewis.com  
500 N. Akard St., Suite 2500  
Dallas, Texas 75201  
PH: (214) 520-2400  
FX: (214) 520-2008

ATTORNEYS FOR RESPONDENT

and

Brittany Lynn Doering  
CHARGING PARTY  
5206 Smokewise Court  
Arlington, TX 76016-1235  
[Blambert1@hotmail.com](mailto:Blambert1@hotmail.com)

CHARGING PARTY

**CERTIFICATE OF SERVICE**

This certifies that a copy of the foregoing Renewed Joint Motion to Dismiss was electronically filed and served on this 18<sup>th</sup> day of October, 2016, on:

Martha Kinard  
Regional Director  
National Labor Relations Board  
Region 16  
819 Taylor Street, Rm. 8A24  
Fort Worth, TX 76102

Copies were also mailed or emailed to the following:

Bryan Dooley  
Counsel for the General Counsel  
National Labor Relations Board  
Region 16  
819 Taylor Stree, Room 8A24  
Fort Worth, TX 76102

Brittany Lynn Doering  
5206 Smokewise Court  
Arlington, TX 76016-1235  
Blambert1@hotmail.com



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Dan Hartsfield

# Exhibit A



Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis P.C.	ALBANY, NY	GRAND RAPIDS, MI	NAPA, CA	RALEIGH-DURHAM, NC
500 North Akard	ALBUQUERQUE, NM	GREENVILLE, SC	NEW ORLEANS, LA	RAPID CITY, SD
Suite 2500	ATLANTA, GA	HARTFORD, CT	NEW YORK, NY	RICHMOND, VA
Dallas, Texas 75201	AUSTIN, TX	HOUSTON, TX	NORFOLK, VA	SACRAMENTO, CA
Tel 214 520-2400	BALTIMORE, MD	INDIANAPOLIS, IN	OMAHA, NE	SAINT LOUIS, MO
Fax 214 520-2008	BIRMINGHAM, AL	JACKSONVILLE, FL	ORANGE COUNTY, CA	SAN DIEGO, CA
www.jacksonlewis.com	BOSTON, MA	LAS VEGAS, NV	ORLANDO, FL	SAN FRANCISCO, CA
	CHICAGO, IL	LONG ISLAND, NY	OVERLAND PARK, KS	SAN JUAN, PR
	CINCINNATI, OH	LOS ANGELES, CA	PHILADELPHIA, PA	SEATTLE, WA
	CLEVELAND, OH	MEMPHIS, TN	PHOENIX, AZ	STAMFORD, CT
	DALLAS, TX	MIAMI, FL	PITTSBURGH, PA	TAMPA, FL
	DAYTON, OH	MILWAUKEE, WI	PORTLAND, OR	WASHINGTON, DC REGION
	DENVER, CO	MINNEAPOLIS, MN	PORTSMOUTH, NH	WHITE PLAINS, NY
	DETROIT, MI	MORRISTOWN, NJ	PROVIDENCE, RI	

MY DIRECT DIAL IS: (972) 728-3257  
MY EMAIL ADDRESS IS: DAN.HARTSFIELD@JACKSONLEWIS.COM

February 18, 2016

**VIA HAND DELIVERY**

Brittany Lynn Doering  
5206 Smokerise Ct  
Arlington, TX 76016

Re: Doering v. Leukemia & Lymphoma Society;  
Case No. 16-CA-152958

Dear Ms. Doering:

Enclosed please find the following:

1. Check number 00005886 made payable to Brittany L Doering in the gross amount of \$23,812.35;
2. Check number 811387 made payable to Brittany L Doering in the amount of \$869.28; and
3. NLRB withdrawal request.

Please sign the acknowledgment of receipt and the withdrawal request and return to the courier for delivery to me. I will forward the withdrawal request to the NLRB. Should you have any questions, please feel free to contact my office.

Sincerely,

JACKSON LEWIS P.C.

  
Dan Hartsfield

Acknowledgment of Receipt:

  
Brittany Lynn Doering

# Exhibit B

Begin forwarded message:

**From:** "Damiano, Paulette (National Office)" <Paulette.Damiano@lls.org>

**Subject:** Handbook Update

**Date:** February 18, 2016 at 3:34:01 PM CST

**To:** DL - Alabama All Staff <[DL\\_Alabama\\_AllStaff@lls.org](mailto:DL_Alabama_AllStaff@lls.org)>, DL - Arizona All Staff <[DL\\_Arizona\\_AllStaff@lls.org](mailto:DL_Arizona_AllStaff@lls.org)>, DL - California Southland All Staff <[dl\\_CaliforniaSouthland\\_AllStaff@lls.org](mailto:dl_CaliforniaSouthland_AllStaff@lls.org)>, DL - Central CA All Staff <[DL\\_CentralCA\\_AllStaff@lls.org](mailto:DL_CentralCA_AllStaff@lls.org)>, DL - Central Ohio All Staff <[DL\\_CentralOhio\\_AllStaff@lls.org](mailto:DL_CentralOhio_AllStaff@lls.org)>, DL - Central PA All Staff <[DL\\_CentralPA\\_AllStaff@lls.org](mailto:DL_CentralPA_AllStaff@lls.org)>, DL - Connecticut Westchester Hudson Valley All Staff <[dl\\_CT-WHV\\_AllStaff@lls.org](mailto:dl_CT-WHV_AllStaff@lls.org)>, DL - Delaware All Staff <[DL\\_Delaware\\_AllStaff@lls.org](mailto:DL_Delaware_AllStaff@lls.org)>, DL - Eastern PA All Staff <[DL\\_EasternPA\\_AllStaff@lls.org](mailto:DL_EasternPA_AllStaff@lls.org)>, DL - Gateway All Staff <[DL\\_Gateway\\_AllStaff@lls.org](mailto:DL_Gateway_AllStaff@lls.org)>, DL - Georgia All Staff <[DL\\_Georgia\\_AllStaff@lls.org](mailto:DL_Georgia_AllStaff@lls.org)>, DL - Greater Bay Area All Staff <[DL\\_GreaterBayArea\\_AllStaff@lls.org](mailto:DL_GreaterBayArea_AllStaff@lls.org)>, DL - Illinois All Staff <[DL\\_Illinois\\_AllStaff@lls.org](mailto:DL_Illinois_AllStaff@lls.org)>, DL - Indiana All Staff <[DL\\_Indiana\\_AllStaff@lls.org](mailto:DL_Indiana_AllStaff@lls.org)>, DL - Iowa All Staff <[DL\\_Iowa\\_AllStaff@lls.org](mailto:DL_Iowa_AllStaff@lls.org)>, "DL - Kentucky & S. Indiana All Staff" <[DL\\_Kentucky&S.Indiana\\_AllStaff@lls.org](mailto:DL_Kentucky&S.Indiana_AllStaff@lls.org)>, DL - Long Island All Staff <[DL\\_LongIsland\\_AllStaff@lls.org](mailto:DL_LongIsland_AllStaff@lls.org)>, DL - Maryland All Staff <[DL\\_Maryland\\_AllStaff@lls.org](mailto:DL_Maryland_AllStaff@lls.org)>, DL - Massachusetts All Staff <[DL\\_Massachusetts\\_AllStaff@lls.org](mailto:DL_Massachusetts_AllStaff@lls.org)>, DL - Michigan All Staff <[DL\\_Michigan\\_AllStaff@lls.org](mailto:DL_Michigan_AllStaff@lls.org)>, DL - MidAmerica All Staff <[DL\\_MidAmerica\\_AllStaff@lls.org](mailto:DL_MidAmerica_AllStaff@lls.org)>, DL - Minnesota All Staff <[DL\\_Minnesota\\_AllStaff@lls.org](mailto:DL_Minnesota_AllStaff@lls.org)>, DL - Mississippi - Louisiana All Staff <[DL\\_Mississippi-Louisiana\\_AllStaff@lls.org](mailto:DL_Mississippi-Louisiana_AllStaff@lls.org)>, DL - National Capital All Staff <[DL\\_NationalCapital\\_AllStaff@lls.org](mailto:DL_NationalCapital_AllStaff@lls.org)>, DL - National Office All Staff <[DL-NationalOfficeAllStaff@lls.org](mailto:DL-NationalOfficeAllStaff@lls.org)>, DL - Nebraska All Staff <[DL\\_Nebraska\\_AllStaff@lls.org](mailto:DL_Nebraska_AllStaff@lls.org)>, DL - New Jersey All Staff <[DL\\_NewJersey\\_AllStaff@lls.org](mailto:DL_NewJersey_AllStaff@lls.org)>, DL - New York City All Staff <[DL\\_NewYorkCity\\_AllStaff@lls.org](mailto:DL_NewYorkCity_AllStaff@lls.org)>, DL - North & Central Florida All Staff <[DL\\_North&CentralFlorida\\_AllStaff@lls.org](mailto:DL_North&CentralFlorida_AllStaff@lls.org)>, DL - North Carolina All Staff <[DL\\_NorthCarolina\\_AllStaff@lls.org](mailto:DL_NorthCarolina_AllStaff@lls.org)>, DL - North Texas All Staff <[DL\\_NorthTexas\\_AllStaff@lls.org](mailto:DL_NorthTexas_AllStaff@lls.org)>, DL - Northern Ohio All Staff <[DL\\_NorthernOhio\\_AllStaff@lls.org](mailto:DL_NorthernOhio_AllStaff@lls.org)>, DL - Oklahoma All Staff <[DL\\_Oklahoma\\_AllStaff@lls.org](mailto:DL_Oklahoma_AllStaff@lls.org)>, DL - OSWIM All Staff <[DL\\_OSWIM\\_AllStaff@lls.org](mailto:DL_OSWIM_AllStaff@lls.org)>, DL - Pacific West Region All Chapter Staff <[dl\\_PacificWestRegion\\_AllChapterStaff@lls.org](mailto:dl_PacificWestRegion_AllChapterStaff@lls.org)>, DL - Palm Beach Area FL All Staff <[DL\\_PalmBeachAreaFL\\_AllStaff@lls.org](mailto:DL_PalmBeachAreaFL_AllStaff@lls.org)>, DL - Rhode Island All Staff <[DL\\_RhodeIsland\\_AllStaff@lls.org](mailto:DL_RhodeIsland_AllStaff@lls.org)>, DL - Rocky Mountain All Staff <[dl\\_RockyMountain\\_AllStaff@lls.org](mailto:dl_RockyMountain_AllStaff@lls.org)>, DL - Sacramento All Staff <[DL\\_Sacramento\\_AllStaff@lls.org](mailto:DL_Sacramento_AllStaff@lls.org)>, DL - San Diego - Hawaii All Staff <[DL\\_SanDiego-Hawaii\\_AllStaff@lls.org](mailto:DL_SanDiego-Hawaii_AllStaff@lls.org)>, DL - South Carolina All Staff <[DL\\_SouthCarolina\\_AllStaff@lls.org](mailto:DL_SouthCarolina_AllStaff@lls.org)>, DL - South Central Tx All Staff <[DL\\_SouthCentralTx\\_AllStaff@lls.org](mailto:DL_SouthCentralTx_AllStaff@lls.org)>, DL - Southern Florida All Staff <[DL\\_SouthernFlorida\\_AllStaff@lls.org](mailto:DL_SouthernFlorida_AllStaff@lls.org)>, DL - Suncoast All Staff <[DL\\_Suncoast\\_AllStaff@lls.org](mailto:DL_Suncoast_AllStaff@lls.org)>, DL - Tennessee All Staff <[DL\\_Tennessee\\_AllStaff@lls.org](mailto:DL_Tennessee_AllStaff@lls.org)>, DL - Texas Gulf All Staff <[DL\\_TexasGulf\\_AllStaff@lls.org](mailto:DL_TexasGulf_AllStaff@lls.org)>, DL - Tri-State Southern Ohio All Staff <[DL\\_Tri-StateSouthernOhio\\_AllStaff@lls.org](mailto:DL_Tri-StateSouthernOhio_AllStaff@lls.org)>, DL - Upstate NY - Vermont All Staff <[1](mailto:DL_UpstateNY-</a></p></div><div data-bbox=)

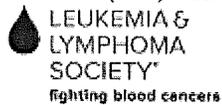
Vermont AllStaff@lls.org>, DL - Virginia All Staff < DL\_Virginia\_AllStaff@lls.org>, DL - Washington - Alaska All Staff < DL\_Washington-Alaska\_AllStaff@lls.org>, DL - Western & Central NY All Staff < DL\_Western&CentralNY\_AllStaff@lls.org>, DL - Western PA & WV All Staff < DL\_WesternPA&WV\_AllStaff@lls.org>, DL - Wisconsin All Staff < DL\_Wisconsin\_AllStaff@lls.org>, "Gefeke, Ingo (National Office)" <Ingo.Gefeke@lls.org>  
Cc: "Damiano, Paulette (National Office)" <Paulette.Damiano@lls.org>

Please read the attached notice.

Thank you,

Paulette

**:: Paulette Damiano, SHRM- SCP, SPHR | Vice President, Organization Development & Change Management**  
:: The Leukemia & Lymphoma Society | 1311 Mamaroneck Avenue, Suite 310, White Plains, NY 10605  
:: Phone (914) 821-8239 Fax (914) 821-3239 | VOIP 8239 | [www.lls.org](http://www.lls.org) | [Paulette.Damiano@lls.org](mailto:Paulette.Damiano@lls.org)



someday is today

**BEGINNING MARCH 14, PLEASE NOTE NEW ADDRESS:**

The Leukemia & Lymphoma Society | 3 International Drive, Suite 200 | Rye Brook, NY 10573

NOTICE: This message, including all attachments transmitted with it, is for the use of the addressee only. It may contain proprietary, confidential and/or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you are not the intended recipient, you must not, directly or indirectly, use, disclose, distribute, print or copy any part of this message. If you believe you have received this message in error, please delete it and all copies of it from your system and notify the sender immediately by reply email. Thank you.

Dear LLS Colleagues,

On November 10, 2015, we announced that LLS had updated its employment policies and distributed the new Employee Handbook to everyone. The Employee Handbook, which became effective on November 2015, is also available on our intranet, LLS Connect. It replaces and supersedes the prior handbook published in January 2013. If you have retained the old handbook, you should discard it as it is no longer in effect.

There are a number of specific policy changes in the new Handbook that we want to bring to your attention:

- *Standards of Conduct*: The new policy underscores compliance with LLS policies and respectful conduct to donors, volunteers, visitors or other members of the public (p. 10).
- *Anti-Discrimination and Harassment*: LLS has a legitimate interest in maintaining a harassment-free workplace. We have revised our anti-discrimination and harassment policy to emphasize compliance with these important laws (p. 11-13).
- *Performance Improvement Plan (PIP)*: This policy was rescinded. It is not retained in the new Handbook.
- *Solicitation and Distribution*: This policy was replaced in its entirety (p. 47).
- *Information Technology Systems Usage*: A new policy on “appropriate use” has been adopted, particularly with respect to the use of email (p. 52-53).
- *Conflicts of Interest and Ethics Policy*: We revised the policy regarding the use of the LLS name or logo (p. 87).

We will continue to revise and update our employment policies as changes in the law occur. We want to emphasize that our policies should never be interpreted or applied to prohibit or restrict any rights protected by law, including those under the National Labor Relations Act. We encourage our employees to discuss issues about work with others, including expressing protected criticism of LLS, and to participate in activities for their mutual aid and benefit. LLS will not interfere with these important rights.

If you have any questions or concerns about these policies, please contact the HR department.

Thank you,

Paulette Damiano  
VP, Organization Development & Change Mgt

# Exhibit C

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**WITHDRAWAL REQUEST**

In the matter of Brittany Lynn Doering ..... 16-CA-152958 .....  
(Name of case) (Number of case)

This is to request withdrawal of the (*petition*) (*charge*) in the above case.

Brittany Lynn Doering .....  
(Name of Party Filing)

Withdrawal request approved

By [Signature] .....  
(Name of Representative)

.....  
(Date)

.....  
(Title)

.....  
Regional Director,  
National Labor Relations Board.

Date 2/19/16 .....

# **Exhibit D**

**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.

**YOU HAVE THE RIGHT** to discuss terms and conditions of employment with other employees and **WE WILL NOT** interfere with your exercise of that right.

**WE WILL NOT** maintain an overly-broad (a) Standards of Conduct policy; (b) an Anti-Discrimination and Harassment policy; (c) Performance Improvement Plan policy; (d) Solicitation and Distribution policy; (e) Electronic Mail (e-mail) policy; and/or (f) LLS Name/Works Made for LLS policy that employees would reasonably construe the language to prohibit Section 7 activity and **WE HAVE** rescinded or revised each of these policies to address any concern regarding their breadth.

**WE WILL** pay Brittany Lynn Doering, who has waived reinstatement as part of a settlement agreement, for the wages and other benefits she lost because of her termination.

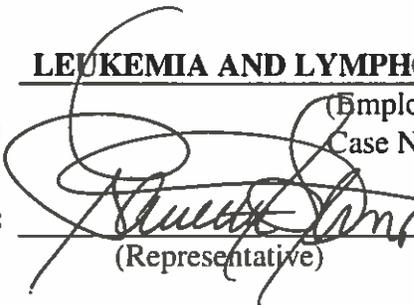
**LEUKEMIA AND LYMPHOMA SOCIETY**

(Employer)

Case No. 16-CA-152958

Dated: 3/28/16

By:

  
(Representative)

(Title)

VP, ORG. DEVELOPMENT  
& CHANGE MGT

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