UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

DENOVO LEGAL LLC D/B/A
EPIQ DOCUMENT REVIEW SOLUTIONS

and **Case No. 02-CA-182019**

TIMOTHY TANNER, an Individual

MOTION TO TRANSFER CASE TO THE BOARD AND MOTION FOR SUMMARY JUDGMENT

Comes now Counsel for the General Counsel (herein "General Counsel") for the National Labor Relations Board (herein the "Board"), by the undersigned, and alleges as follows:

1. On August 11 and September 30, 2016, Timothy Tanner, an individual (herein "Charging Party" or "Tanner"), filed an unfair labor practice charge and first amended charge, respectively, alleging, in pertinent part, that DeNovo Legal LLC d/b/a Epiq Document Review Solutions (herein "Respondent") maintained unlawful workplace policies and discharged Tanner in violation of Section 8(a)(1) of the Act. Copies of the original charge and affidavit of service are attached hereto as Exhibits 1a and 1b. Copies of the amended charge and affidavit of service are attached hereto as Exhibits 2a and 2b.

2. On November 30, 2016, the Regional Director for Region 2 issued and served a Complaint and Notice of Hearing in the instant case. A copy of the November 30, 2016 Complaint is attached hereto as Exhibit 3. The Complaint alleges that at all material times since about August 10, 2016, Respondent has required its employees, as a condition of employment, to sign a "Employment, Confidential Information and Arbitration Agreement and Release" (herein "Employment Agreement"). The Employment Agreement is excerpted in relevant part in paragraph 5 of the Complaint, and a copy of the Employment Agreement is attached hereto as

Exhibit 4. The Complaint also alleges that Respondent violated Section 8(a)(1) of the Act by maintaining the following provisions within the Employment Agreement:

a. Paragraph 2 of the Employment Agreement, titled "Release," contains a waiver of rights under a litany of labor and employment statutes, including the National Labor Relations Act, and in relevant part requires that an employee "specifically release [Respondent] from any Claims which may have existed or which may now exist from the beginning of time to the date of this Agreement, including, without limitation: any claims I may have arising from or relating to my previous employment with or termination from employment with the Company. " as a condition of employment;

b. Paragraph 4 of the Employment Agreement, titled "Confidential Epiq Information," broadly requires employees "to hold in strictest confidence, and not to use, transfer, or disclose any Confidential Information to any person, firm, or corporation, except for the direct benefit of [Respondent] without written authorization of the Board of Directors of [Respondent]. 'Confidential Information' means any information of [Respondent and] its personnel. " as a condition of employment;

c. Paragraph 14 of the Employment Agreement, titled "Arbitration," contains a mandatory individual arbitration clause of all class and collective actions against Respondent, and requires an employee agree that: "any dispute or controversy (including ones that already are the subject of litigation). .shall be settled by arbitration. .[Respondent] and I agree that, by entering into this Agreement, [Respondent] and I shall bring claims against the other only in our respective individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both [Respondent] and I agree otherwise,

the Arbitrator may not consolidate the claims of more than one person, and may not otherwise preside over any form of a representative or class proceeding. " as a condition of employment; and

d. Paragraph 14 of the Employment Agreement, titled "Arbitration," goes on to clarify the types of claims that must be referred to arbitration as a condition of employment: "[t]his arbitration clause relates to the resolution of all disputes related to all aspects of the employer/employee relationship. .included, but not limited to. any and all claims for wrongful discharge. .any and all claims for violation of any federal, state or municipal statute, including but not limited to. .any and all claims arising out of any other laws and regulations relating to employment or employment discrimination." The provision then goes on to assert: "Nothing in this arbitration agreement precludes [an employee] from lawfully bringing issues to the attention of federal, state, or local agencies, nor does it preclude me from seeking rights and remedies under Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act in a court of competent jurisdiction."

The Complaint further alleges that Respondent violated Section 8(a)(1) of the Act by terminating the employment of the Charging Party for refusing to sign the Employment Agreement, because it contained any combination of the unlawful provisions named in subsections (a) – (d) of this Paragraph.

3. On December 13, 2016, Respondent filed an Answer to the Complaint, a copy of which is attached hereto as Exhibit 5. As set forth more fully below, in its Answer, Respondent has admitted, as alleged in the Complaint, that at all material times, Respondent has required its employees to sign the Employment Agreement, as a condition of employment. Respondent has

also admitted that at all material times, it has maintained the relevant waiver, confidentiality, and mandatory arbitration provisions, contained within the Employment Agreement. Further, Respondent has admitted it terminated the employment of the Charging Party, because he refused to sign the Employment Agreement.

4. In support of this Motion, General Counsel notes in greater detail the following admissions, denials, and denials of knowledge regarding the pleadings attached herein:

a. Respondent's Answer admits the following paragraphs of the Complaint:

   i. Paragraphs 2(a) and (b): jurisdictional facts;

   ii. Paragraph 3: Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act;

   iii. Paragraph 4: At all materials times, Mark Euler, Respondent's Vice President of Global Litigation was an agent within the meaning of Section 2(13) of the Act, and Stacey Sacks, Respondent's Human Resources Manager, was a supervisor within the meaning of Section 2(11) of the Act;

   iv. Paragraphs 5(a) – (c): At all material times, and since about August 10, 2016, Respondent has maintained the provisions titled "Waiver," "Confidential Epiq Information," and "Arbitration," in its Employment Agreement, as referred to above in Paragraph 2 of this Motion, as excerpted in the Complaint, and as attached hereto as Exhibit 4; and

   v. Paragraph 6(a) – (b): On August 10, 2016, Respondent discharged the Charging Party, because he refused to sign the Employment Agreement.

b. Respondent's Answer to the Complaint denies the following paragraphs of the Complaint or denies knowledge of the following paragraphs of the Complaint:

i. Paragraph 1: Respondent denies knowledge of the filing and service of the charge and amended charge;

ii. Paragraph 4: Respondent denies that Mark Euler was a supervisor within the meaning of Section 2(11) of the Act, and denies that Stacey Sacks was an agent within the meaning of Section 2(13) of the Act;[1]

iii. Paragraph 6(b): Respondent denies the legal conclusion that by its admitted termination of Charging Party's employment for refusing to sign the Employment Agreement, Respondent discouraged employees from engaging in these or other concerted activities;

iv. Paragraph 7: Respondent denies the legal conclusions that by maintaining the waiver, confidentiality, and mandatory arbitration provisions in the Employment Agreement, and by terminating the Charging Party's employment for his refusal to sign the Employment Agreement, which contained those provisions, Respondent interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act, and in violation of Section 8(a)(1) of the Act; and

v. Paragraph 8: Respondent denies the legal conclusion that the unfair labor practices alleged affect commerce within the meaning of Section 2(6) and (7) of the Act.

5. Respondent's denial of knowledge of the allegations in Paragraph 1 of the Complaint; that is, Respondent's denial of knowledge of the filing and service of both the charge and amended charge do not raise a material issue of fact. *RC Aluminum Industries, Inc.*, 334

[1] As noted above in Paragraph 4(a)(iii) of this Motion, Respondent admits that Euler was an agent of Respondent within Section 2(13) of the Act, and that Stacks was a supervisor of Respondent within Section 2(11) of the Act.

NLRB No. 64, slip op. at n. 1 (2001). The charge, amended charge, and affidavits of service of both the charge and amended charge are attached hereto as Exhibits 1a, 1b, 2a, and 2b, and there is no legitimate question as to their authenticity. Their inclusion in this Motion renders Respondent's denial of knowledge of the same immaterial, and does not raise any material issue of fact.

6. Respondent's admissions in Paragraph 4, 6(a), and (b) of the Complaint render its partial denial of the allegations in Paragraph 4 immaterial. Respondent admits that at all material times, Mark Euler, Vice President of Global Litigation, was an agent of Respondent within the meaning of Section 2(13) of the Act, but not a supervisor within the meaning of Section 2(11) of the Act. Likewise, Respondent admits that at all material times, Stacy Sacks, Human Resources Manager, was a supervisor of Respondent within the meaning of Section 2(11) of the Act, but not an agent of Respondent within the meaning of Section 2(13) of the Act. While Respondent's admissions sufficiently establish the status necessary to show that Euler and Sacks acted on behalf of Respondent, Respondent's admission in Paragraphs 6(a) and (b) that it terminated the employment of the Charging Party, because he refused to sign the Employment Agreement, render the supervisory and agency status of Euler and Sacks moot. Thus, Respondent's denials of Euler's supervisory status and Sacks' agency status in Paragraph 4 of the Complaint are immaterial, and do not raise any material issue of fact.

7. Respondent's denials of the General Counsel's allegations in Paragraphs 7 and 8 of the Complaint, and its partial denial of Paragraph 6(b) of the Complaint do not raise any material issues of fact. Paragraphs 7 and 8 of the Complaint, and the remaining portion of Paragraph 6(b) that is not admitted, are all legal conclusions, and thus, denials of the same do not raise any material issues of fact.

8. Respondent's maintenance of the "Waiver" provision in the Employment Agreement violates Section 8(a)(1) of the Act, because it includes an overbroad waiver of present Section 7 rights, that has the sweeping effect of preventing current, and conceivably future access to the Board, as a condition of employment.

The Board has consistently struck down individual agreements that require employees to broadly waive Section 7 rights as a condition of employment. See *J.I. Case Co. v. NLRB*, 321 U.S. 332, 337 (1944)("Wherever private contracts conflict with [the Board's] functions, they obviously must yield or the [NLRA] would be reduced to futility."); see also *First Legal Support Servcs.*, 342 NLRB 350, 362-63 (2004)(Unlawful to require employees sign employment contracts stripping them of Section 7 rights.); see also *On Assignment Staffing Servcs., Inc.*, 362 NLRB No. 189, slip op. at 3, 8 (2015), enforcement denied, *No. 15-60642* (5th Cir. June 6, 2016) (summary disposition)(Employment agreement precluding employees from engaging in existing and future protected concerted legal activity is unlawful as overbroad and prospective waiver of Section 7 rights).

The Board's bright-line rule prohibiting prospective waivers of Section 7 rights finds its rationale in the sweeping and indiscrete breadth of such a waiver. In *Ishikawa Gasket America, Inc.*, the Board considered a separation agreement, which offered a monetary settlement to an employee in exchange for the employee's pledge not to engage in union and protected concerted activities with other employees for a one-year period. 337 NLRB 175, 175 (2001). The limited duration of the waiver was irrelevant, and the waiver within the separation agreement was still overbroad, because "the rights of the public may not be traded away in this manner." See id. at 175-76. In other words, the comprehensive and public right to engage in Section 7 activity, in a more general sense, cannot be waived, no matter the duration of such a waiver.

An overbroad waiver of present Section 7 rights also runs afoul of the Board's underlying rationale that the general public right to engage in Section 7 activity cannot be waived. *See On Assignment Staffing Servcs.*, 362 NLRB No. 189 at n. 14; citing *McKesson Drug Co.*, 337 NLRB 935, 938 (2002)(striking down waiver that prevented employee from an filing "both present and future" charges at the Board, because waiver broadly trades away Section 7 rights). As the *On Assignment Staffing* Board explains, the Board has previously allowed waivers of present and specific Section 7 rights, only where they are contained within agreements that "settle known and discrete employment disputes." *See On Assignment Staffing Servcs.*, 362 NLRB No. 189 at n. 14, citing *Coca-Cola Bottling Co. of Los Angeles,* 243 NLRB 501, 502 (1973).

In *Coca-Cola Bottling Co. of Los Angeles*, the Board considered a settlement agreement where an employee agreed to withdraw a pending unfair labor practice charge, explicitly concerning the employee's previous suspension. 243 NLRB at 502. In justifying the waiver of a specific unfair labor practice charge concerning a discrete incident, the Board justified the waiver, because "[t]he settlement agreement was the product of negotiations during which each of the parties made concessions. .; the settlement agreement is limited to the suspension that occurred on or about April 5, 1978; [and] it does not. .preclude [the employee] from engaging in protected concerted activity." Id. The Board allowed the waiver, because the settlement agreement was narrowly tailored, the employee agreed to waive his present Section 7 rights concerning a distinct occurrence, and the agreement was the product of bilateral good-faith negotiations between the employee and the employer.

Respondent's Employment Agreement contains an overbroad and unilaterally imposed waiver of Section 7 rights. In Paragraph 2 of that Agreement, titled "Release," Respondent requires employees to comprehensively waive their Section 7 rights "arising from or relating to

[their] previous employment with or termination from employment with the Company." While Respondent's imposed waiver does make reference to "termination from employment," its reach extends much further to any dispute, occurrence, or incident that occurred at any time during any employee's stint of previous employment for Respondent. Further, Respondent has admitted that an employee must agree to the terms of the Employment Agreement, including the waiver, as a condition of employment. Indeed, there is no room for negotiation. An employee must either accept the terms of the Employment Agreement, including the waiver, or instead, like the Charging Party, face termination.

The breadth of this waiver is indefensible, and best illustrated by the paradoxical choice faced by employees who apply for employment, but are terminated upon refusal to agree to the terms of the Employment Agreement. If the Charging Party, who has been terminated for refusal to agree to the terms of the Employment Agreement, were to seek further employment with Respondent at this very moment, the waiver would require he seek withdrawal of the charge underlying this case, as a condition of employment. If he were to refuse, was terminated once again, and then for a third time sought employment with Respondent, the breadth of the waiver would capture both his terminations, and any other conduct. This scenario illustrates why the Board requires waivers of present Section 7 rights be narrowly tailored to a specific occurrence, and be the result of bilateral good-faith negotiation. An overbroad waiver of Section 7 rights has no substantive bounds, and can be applied in perpetuity, unless the employee concedes those substantive rights or the Board strikes the offending waiver down, as it should here.

9. Respondent's maintenance of the "Confidential Epiq Information" provision within the Employment Agreement violates Section 8(a)(1) of the Act, as it restrains employees' Section 7 right to discuss their wages and conceivably all terms and conditions of employment.

It is well-settled Board law that Section 7 encompasses employees' right to discuss information related to their terms and conditions of employment, and other employees' terms and conditions of employment. See *Victory II, LLC d/b/a Victory Casino Cruises II,* 363 NLRB No. 167, slip op. at 4 (2016). An employer's workplace policy that infringes upon employees' exercise of Section 7 rights violates Section 8(a)(1) of the Act. *Lafayette Park Hotel*, 326 NLRB 824, 835 (1998). A particular work rule that does not explicitly restrict Section 7 activity will still be found unlawful where employees would reasonably construe the rule's language to prohibit Section 7 activity. See *Cintas Corp.*, 344 NLRB 943, 943 (2005), enfd. 482 F.3d 463 (D.C. Cir. 2007), citing *Lutheran Heritage Village-Livonia,* 343 NLRB 646, 647 (2004). A confidentiality provision within an employment agreement that prohibits employees from discussing information related to their terms and conditions of employment constitutes an unlawful work rule. *See Double Eagle Hotel & Casino*, 341 NLRB 112, 115 (2004).

The instant confidentiality provision within Respondent's Employment Agreement is overbroad, convoluted, and is reasonably construed to prohibit employee to employee communications of information related to terms and conditions of employment. Respondent's confidentiality provision requires employees agree to hold "Confidential Information" in strictest confidence. Confidential Information is defined as "any information of [Respondent], its personnel, suppliers, distributors, customers, agents, representatives, independent contractor, or other business relations, in each case, prior, current or prospective, including but not limited to" over eighty different imprecise sources of information. For example, one source of information that must be held in confidence is "information referring or related to. .documentation. " related to Respondent. The word "documentation" is not further qualified in any reasonably

apparent way, and could be reasonably construed to include any document related to an individual's employment.

When the clauses are read together, the confidentiality provision prohibits employees from disclosing any information related to Respondent's personnel, including but not limited to documentation related in any way to Respondent, its subsidiaries, and affiliates. Certainly wage & hour information falls within the umbrella of Respondent's "documentation" related to its "personnel," as almost any term and condition of employment would be reasonably captured by this bombardment of confidential sources. In this vein, an employee could more than reasonably construe the "Employment Agreement" itself to be documentation and information related to Respondent's personnel, because the Agreement is exactly that. The Employment Agreement is comprised almost entirely of terms and conditions of employment. A confidentiality provision which can reasonably be construed by employees to not only prohibit disclosure and discussion of basic terms and conditions of employment, like wage & hour information, but *all* terms and conditions of employment, fundamentally restrains employees from engaging in Section 7 activity, and is unlawful.

10. Respondent's maintenance of the "Arbitration" provision in the Employment Agreement violates Section 8(a)(1) of the Act, as governed by the Board's decisions in *D.R. Horton,* 357 NLRB 2277 (2012) and *Murphy Oil USA, Inc.*, 361 NLRB No. 72 (2014), enf. denied in relevant part, 808 F.3d 1013 (5th Cir. 2015).

The Board applies the legal framework set forth in *D.R. Horton* in evaluating the legality of an employer's policies and agreements that limit collective and class legal activity. In *D.R. Horton*, an employer required each employee to execute a mutual arbitration agreement (MAA), as a condition of employment, which precluded employees from filing collective or class claims

against the employer. See *D.R. Horton*, 357 NLRB at 2277-84. In finding the MAA unlawful, the Board reasoned that mandatory individual arbitration provisions restrict employees' Section 7 right to engage in concerted action for mutual aid or protection, thereby violating Section 8(a)(1) of the Act. See id. Indeed, Section 7 vests employees with the right to invoke, without employer coercion or interference, procedures generally available under state or federal law for the purpose of concertedly pursuing legal claims against their employer. See, e.g. *Eastex Inc. v. NLRB*, 437 U.S. 556, 567-68 (1978).

In *Murphy Oil*, the Board reaffirmed its decision in *D.R. Horton*, and found that mandatory arbitration agreements compelling individual arbitration of workplace disputes, and that are imposed as a condition of employment, require employees to forfeit their substantive rights to act collectively for mutual aid and protection, and therefore violate Section 8(a)(1) of the Act. See *Murphy Oil*, 361 NLRB No. 72, slip op. at 2.

Respondent admits in its Answer that it has maintained the Employment Agreement and required employees to sign it as a condition of employment, since at least August 10, 2016. By its terms, the Employment Agreement requires employees to waive all present and future employment-related class or collective actions in all forums, whether arbitral or judicial, thereby restraining employees' ability to engage in collective legal activity. Noteworthy is Respondent's specific requirement that all disputes *presently* subject to litigation at the time the agreement is executed be referred to individual arbitration. Where a group of employees bring class or collective litigation against Respondent arising from a previous stint of employment, in order to work for Respondent at a later date, those employees must effectively abandon litigation against Respondent, no matter the stage. Accordingly, Respondent's mandatory individual arbitration provision requires employees to waive their right to pursue class or collective employment

related claims in any forum, but also significantly restrains employees' substantive rights under all labor and employment statutes, by requiring employees to effectively abandon active litigation against Respondent as a condition of employment.

11. Respondent's maintenance of the "Arbitration" provision in the Employment Agreement also violates Section 8(a)(1) of the Act as an unlawful work rule, as employees would reasonably believe the provision bars or restricts their right to file unfair labor practices with the Board. See *SolarCity Corp.*, 363 NLRB No. 83, slip op. at 5-6 (2015). Under well-established Board law, a workplace rule will be found unlawful if employees would reasonably construe it to restrict their Section 7 rights. See *Lutheran Heritage*, 343 NLRB at 647 (setting forth Board's "reasonably construe" inquiry); accord *Murphy Oil*, slip op. at 25-26, n. 98 (2014) (applying *Lutheran Heritage* to assess whether arbitration agreement interfered with employees' right to file Board charges). Among the rights protected by Section 7 is the right to file and pursue unfair-labor-practice charges before the Board. See *Util. Vault Co.*, 345 NLRB 79, 82 (2005). Furthermore, the Board has long held that "employees should not have to decide at their own peril" whether an ambiguous employment rule bans protected conduct. *Hyundai Am. Shipping Agency, Inc.*, 357 NLRB 860, 871 (2011), *enforced in relevant part*, 805 F.3d 309 (D.C. Cir. 2015). Therefore, any ambiguity in the rule, which could lead employees to draw from it a coercive meaning, must be construed against the employer. *See Flex Frac Logistics, LLC*, 358 NLRB 1131, 1132 (2012), *enforced*, 746 F.3d 205 (5th Cir. 2014).

Where an employment agreement requires that all claims for statutory relief relating to employment or employment discrimination be referred to binding arbitration, and where such agreement does not sufficiently carve-out employees' right to file charges with the Board, or with administrative agencies generally, the Board will find a violation. *See SolarCity Corp.*, 363

NLRB No. 83, slip. op. at 5-6. In *SolarCity,* a Board majority found the following carve-out insufficient to cure the requirement that all disputes be referred to arbitration:

> This Agreement does not prohibit me form pursuing claims that are expressly excluded from arbitration by statute. .or claims with local, state or federal administrative bodies or agencies. .such permitted agency claims include filing a charge or complaint with. .the National Labor Relations Board.

Id. In dissent, Member Miscimarra argued that the agreement's explicit carve-out of the right to file a charge with the Board cured any ambiguity in the rule that would lead employees to believe their access to the Board had been curtailed. Id., slip op. at 9 (Miscimarra, M., dissenting). Member Miscimarra agreed that the first clause of the carve-out alone would not have sufficiently cured the rule; that is, an employee could not reasonably construe that the NLRA is "excluded from arbitration by statute," and thus exempt from mandatory arbitration. Id.

Respondent's mandatory arbitration provision requires employees submit to arbitration any and all claims of a violation of any federal statute, and any and all claims arising out of any law related to employment or employment discrimination. Taken alone, this language would require employees refer any and all claims under the NLRA to arbitration, as the NLRA is a federal statute, a law related to employment, and a law related to employment discrimination. In its attempt at a carve-out, Respondent asserts that employees may still "bring[] issues to the attention of federal, state, or local agencies." The carve-out then specifically allow employees to "seek rights and remedies" under Dodd-Frank, but does not name any other statutes.

Respondent's carve-out to the mandatory arbitration language does not sufficiently cure Respondent's requirement that all claims be referred to arbitration by clarifying that employees may freely file Board charges. Rather, the Employment Agreement uses the term "claim" to

describe the types of charges, complaints, and other legal actions employees must refer to binding arbitration. By using the term "issue" in the carve-out instead of "claim" or a similar term, Respondent's mandatory arbitration provision is reasonably interpreted as prohibiting employees from bringing legal claims to administrative agencies, while only allowing employees to notify administrative agencies of "issues" related to their employment. Respondent's carve-out is further clouded by the subsequent clause, which specifically reserves employees' right to seek "rights and remedies" under Dodd-Frank, but names no other statutes under which employees may "seek" rights and remedies. While Respondent's use of the term "rights and remedies" clearly identifies an exception to its mandatory arbitration policy, use of the term "issues," leaves much to the imagination. Use of these terms side-by-side further confirms the reasonable employee's interpretation that Respondent's policy still prohibits employees' pursuit of claims, rights, or remedies under employment statutes, including at the Board.

Moreover, even if the exception to notify agencies of "issues" were construed to apply to Board charges, the Agreement would remain ambiguous in scope due to its explicit coverage of remedies under Dodd-Frank, and no other statute. Such confusing and contradictory language creates an inherent ambiguity that is rightly construed against Respondent as the Employment Agreement's drafter. See, e.g., *Quicken Loans, Inc. v. NLRB*, 830 F.3d 542, 550 (D.C. Cir. 2016) ("[An employer cannot] compel employees to hazard potentially career-imperiling guesses about whether [an agreement] means what it says and says what it means."). Respondent's use of imprecise and inconsistent language where employees' Section 7 rights are concerned, reasonably leads employees to believe that they are prohibited from filing charges with the Board, and restrains employees' Section 7 rights.

12. The waiver, confidentiality, and mandatory arbitration provisions contained

within Respondent's Employment Agreement are all independently unlawful provisions, and Respondent's maintenance of each provision as a condition of employment constitutes a separate violation of Section 8(a)(1) of the Act as discussed above. As long as one provision within the Employment Agreement is unlawful, it then follows that the Charging Party's refusal to sign the Employment Agreement is protected. See *SF Markets, LLC d/b/a Sprouts Farmers Market*, 363 NLRB No. 146, slip op. at 2 (March 24, 2016), citing *Denson Electric Co.*, 133 NLRB 122, 129, 131 (1961); see also *Everglades College, Inc.*, 363 NLRB No. 73, slip op. at 3 (2015)(Miscimarra, M., concurring in part, dissenting in part)(agreeing with majority that discharge for refusal to sign employment agreement remains unlawful, where employment agreement violates Section 8(a)(1) under theory independent of *Murphy Oil*). Respondent admits that it terminated the Charging Party for his refusal to sign the Employment Agreement, and in effect, for his refusal to agree to conditions of employment that restrain employees' Section 7 rights. Thus, Respondent's termination of the Charging Party for refusing to sign the Employment Agreement violated Section 8(a)(1) of the Act.

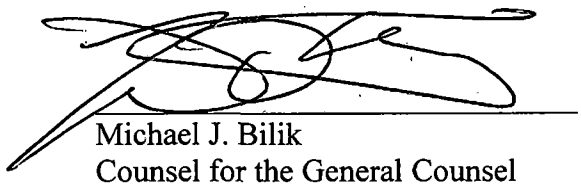
13. Where the pleadings do not raise material issues of fact warranting a hearing, the Board's practice is typically to grant a motion for summary judgment. See *Henderson Trumbell Supply Co.*, 205 NLRB No. 9 (1973); see also *Richmond, Division of Pak-Well,* 206 NLRB No. 42 (1973); see also *City Linen Supply*, 226 NLRB No. 98 (1976). Accordingly, as plead in the Complaint, General Counsel seeks to remedy the legal consequences of Respondent's maintenance of its unlawful policies contained in The Employment Agreement, and to return employees to the *status quo ante* in accordance with the Board's standard rescission, notice posting, and make-whole requirements.

WHEREFORE, in view of the matters set forth above, and upon consideration of the

exhibits attached hereto and incorporated into this Motion, and as Respondent's Answer to the Complaint raises no material issues of fact requiring a hearing in this proceeding, General Counsel respectfully requests the Board find and conclude that Respondent has violated Section 8(a)(1) of the Act, and issue a Decision and Order in conformity with the allegations in the Complaint.

DATED AT New York, NY, this 17th day of January, 2017.

Respectfully submitted,



Michael J. Bilik
Counsel for the General Counsel
National Labor Relations Board
Region 2
26 Federal Plaza Ste 3614
New York, NY 10278

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 02-CA-182019 Date Filed 8/11/16

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
De Novo Legal LLC d/b/a Epiq Document Review Solutions

b. Tel. No. (646) 356-1700

c. Cell No.

f. Fax No.

g. e-Mail

h. Number of workers employed
1000+

d. Address *(Street, city, state, and ZIP code)*
4 New York Plaza, 6th Floor
New York, NY 10004

e. Employer Representative
Stacey Sacks, HR Manager

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Staffing Agency

j. Identify principal product or service
Temporary Legal Staffing

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Since on or about August 9, 2016, the above-named Employer has unlawfully required employees to waive their rights under the NLRA and other employment statutes, as a term and condition of employment.
Since on or about August 9, 2016, the above-named Employer has unlawfully required employees to waive their right to engage in protected concerted activity, including participating in any collective litigation against the Employer, as a term and condition of employment.
Since on or about August 10, 2016, the above-named Employer unlawfully terminated the employment of Timothy Tanner, because he engaged in protected concerted activity.
Work Location: 1270 6th Avenue, New York, NY

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Timothy Tanner

4a. Address *(Street and number, city, state, and ZIP code)*
330 West 45th Street, Apt 1G, New York, NY 10036

RECEIVED AUG 11 2016

4b. Tel. No.

4c. Cell No. (917) 364-7800

4d. Fax No.

4e. e-Mail
tangotanner@yahoo.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By _____ Timothy Tanner, An Individual
(Signature of representative or person making charge) *(Print/type name and title or office, if any)*

8/11/2016
(date)

Address same as above

Tel. No.

Office, if any, Cell No.
same as above

Fax No.

e-Mail
same as above

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of th the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the informa the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this info voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

GOVERNMENT EXHIBIT 1a

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

DENOVO LEGAL LLC D/B/A EPIQ DOCUMENT REVIEW SOLUTIONS Charged Party and **TIMOTHY TANNER** Charging Party	**Case 02-CA-182019**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on August 12, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

DeNovo Legal LLC d/b/a Epiq Document
Review Solutions
Attn: Stacey Sacks, HR Manager
4 New York Plaza 6th Floor
New York, NY 10004

August 12, 2016
Date

Rhonda Rhodes, Designated Agent of NLRB
Name

Signature

GOVERNMENT EXHIBIT
1b

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AM FLDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 02-CA-182019	Date Filed 9/30/16

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
DeNovo Legal LLC d/b/a Epiq Document Review Soluations LLC

b. Tel. No. 913-621-9984

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
4 New York Plaza, 6th Floor
New York, NY 10004

e. Employer Representative
Mark Euler, General Counsel

g. e-Mail
meuler@epiqsystems.com

h. Number of workers employed

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Staffing Agency

j. Identify principal product or service
Temporary Legal Staffing

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

See Attachment A.

RECEIVED
NLRB
REGION 2
2016 SEP 30 PM 4:32
NEW YORK, NY

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Timothy Tanner

4a. Address *(Street and number, city, state, and ZIP code)*
330 West 45th Street, Apt 1G
New York, NY 10036

4b. Tel. No.

4c. Cell No. 917-364-7800

4d. Fax No.

4e. e-Mail
tangotanner@yahoo.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By [signature] Timothy Tanner, An Individual
(Signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address same as above

9/30/16
(date)

Tel. No.

Office, if any, Cell No.
same as above

Fax No.

e-Mail
same as above

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SE

PRIVACY ACT STATEMENT
Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the in

GOVERNMENT EXHIBIT
20

Attachment A

1. Since on or about August 9, 2016, the above-named Employer has unlawfully required employees to waive their rights under the NLRA and other employment statutes as a term and condition of employment.
2. Since on or about August 9, 2016, the above-named Employer has unlawfully required employees to waive their right to engage in protected concerted activity, including participating in collective litigation against the Employer, as a term and condition of employment.
3. Since on or about August 9, 2016, the above-named Employer promulgated and maintained an overly broad confidentiality policy in its Employment, Confidential Information and Arbitration Agreement and Release.
4. On or about August 10, 2016, the above-named Employer unlawfully terminated the employment of Timothy Tanner because he engaged in protected concerted activity and refused to sign the Employment, Confidential Information and Arbitration Agreement and Release, a condition of employment.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

DENOVO LEGAL LLC D/B/A EPIQ DOCUMENT REVIEW SOLUTIONS Charged Party and **TIMOTHY TANNER** Charging Party	**Case No. 02-CA-182019**

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I Robin Brown-Dawkins, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on October 3, 2016, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

DeNovo Legal LLC d/b/a Epiq Document
Review Solutions
Attn: Stacey Sacks, HR Manager
4 New York Plaza, 6th Floor
New York, NY 10004

Mark Euler, General Counsel
DeNovo Legal LLC d/b/a Epiq Document
Review Solutions
4 New York Plaza, 6th Floor
New York, NY 10004

October 3, 2016
Date

Robin Brown-Dawkins, Designated Agent of NLRB
Name

Signature

GOVERNMENT EXHIBIT
2b

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

DENOVO LEGAL LLC D/B/A EPIQ DOCUMENT REVIEW SOLUTIONS

and **Case No. 02-CA-182019**

TIMOTHY TANNER, an Individual

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Timothy Tanner, an Individual (Charging Party). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that DeNovo Legal LLC d/b/a Epiq Document Review Solutions (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Charging Party on August 11, 2016, and a copy was served on Respondent by U.S. mail on August 12, 2016.

(b) The first amended charge in this proceeding was filed by the Charging Party on September 30, 2016, and a copy was served on Respondent by U.S. mail on October 3, 2016.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business located at 777 Third Avenue, New York, NY, Respondent's Facility, and has been engaged in the business of providing document review services to various entities in the legal profession.

GOVERNMENT EXHIBIT 3

(b) During the 12-month period ending September 30, 2016, in conducting its operations as described in above paragraph 2(a), Respondent performed services valued in excess of $50,000 in States other than the State of New York.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

Mark Euler	-	Vice President, Global Litigation
Stacey Sacks	-	Human Resources Manager

5. (a) Since about August 10, 2016, Respondent has maintained the following provision within its Employment, Confidential Information and Arbitration Agreement and Release (Employment Agreement):

> "**2. RELEASE.** I hereby release and forever discharge the Company and its successors, assigns, employees, officers, directors, owners, representatives, shareholders, parents, affiliates, subsidiaries, divisions, attorneys, agents and servants, whether current or former (sometimes referred to herein as the "Released Parties"), of and from any and all claims, demands, counterclaims, liabilities, obligations, complaints, charges, suits or causes of action of any kind or nature whatsoever (collectively, "Claims") which I may have had, or may now have, relating to matters occurring on or before the date hereof, except those arising out of the performance of this Agreement. Without limiting in any way the generality of the foregoing general release, I specifically release the Released Parties from any Claims which may have existed or which may now exist from the beginning of time to the date of this Agreement, including, without limitation: any claims I may have arising from or relating to my previous employment with or termination from employment with the Company, including a release of any rights or claims I may have under Title VII of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers' Benefit Protection Act; the Americans with Disabilities Act of 1990, as amended, and the Rehabilitation Act of 1973; the Family and Medical Leave Act of 1993; Section 1981 of the Civil Rights Act of 1866; Section- 1985(3) of the Civil Rights Act of 1871; the Employee Retirement Income Security Act of 1974, as amended; Section 4980B of the Internal Revenue Code of 1986, as amended; the National Labor

Relations Act, as amended; the Occupational Safety and Health Act of 1970, as amended; the Sarbanes-Oxley Act of 2002, as amended; the Fair Labor Standards Act, as amended; the Equal Pay Act of 1963, as amended; and any other federal, state or local laws of any kind or nature, including any wage and hour laws, statutes, or regulations and/or any other compensation related claims."

(b) Since about August 10, 2016, Respondent has maintained the following provision in its Employment Agreement:

"**4. CONFIDENTIAL EPIQ INFORMATION.** I recognize and acknowledge that by virtue of accepting employment hereunder, I will acquire valuable knowledge and learn proprietary trade secrets and Confidential Information of Epiq, its personnel, suppliers, distributors, customers, agents, representatives, independent contractors or other business relations. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, transfer, or disclose any Confidential Information to any person, firm or corporation, except for the direct benefit of Epiq Systems, Inc. and its subsidiaries and affiliates (collectively, "Epiq"), without written authorization of the Board of Directors of Epiq Systems, Inc. I understand that "Confidential Information" means any information of Epiq, its personnel, suppliers, distributors, customers, agents, representatives, independent contractors, or other business relations, in each case, prior, current or prospective, including but not limited to electronic, oral, visual, images, or hard copy form, and including but not limited to any proprietary information, technical data, trade secrets or know-how, compilations of data and analyses, techniques, personally identifiable, financial or health related information, information referring or relating to former, current or prospective research, records, reports, manuals, documentation, models, data, metadata and databases relating thereto, product plans, business, products, services, intellectual property, customer lists, customers, customer personnel, litigation and litigation related matters, operations, strategies, business plans, company competitive strengths and weaknesses, financials, internal business information (including historical, current and projected financial information, business plans and budgets, strategic and staffing plans and practices, training, marketing, hiring, promotional and sales plans, events and practices, costs, rate and pricing structures and accounting and business methods), markets, software, developments, inventions, innovations, network, architecture, improvements, methods, designs, analyses, drawings, reports and all similar or related information systems, processes, procedures, policies, marketing, formulae, technology, designs, drawings, engineering, hardware configuration, marketing or finances, or other business related information in any form whether patentable or copyrightable and any and all other intellectual property rights and any documents, data or materials in any form or medium referencing, describing or analyzing any of the foregoing. I further understand that Confidential Information does not include any of the foregoing information or items that are publicly known and generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item(s) or information involved.

(c) Since about August 10, 2016, Respondent has maintained the following provision within its Employment Agreement:

> "**14. ARBITRATION.** EXCEPT AS PROVIDED IN SECTION 15 ("EQUITABLE REMEDIES") BELOW, THE COMPANY AND I AGREE THAT ANY DISPUTE OR CONTROVERSY (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) ARISING OUT OF, RELATING TO, OR CONCERNING ANY INTERPRETATION, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD IN ACCORDANCE WITH THE EMPLOYMENT DISPUTE RESOLUTION RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION (THE "ASSOCIATION"). UNLESS BOTH THE COMPANY AND I AGREE OTHERWISE, THE ARBITRATION HEARING WILL BE HELD IN ANY CITY WHERE I PERFORMED SERVICES FOR THE COMPANY UNDER THIS AGREEMENT. **THE COMPANY AND I AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THE COMPANY AND I ARE WAIVING THE RIGHT TO TRIAL BY JURY. THE COMPANY AND I FURTHER AGREE THAT THE COMPANY AND I SHALL BRING CLAIMS AGAINST THE OTHER ONLY IN OUR RESPECTIVE INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH THE COMPANY AND I AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.** THE ARBITRATOR MAY GRANT INJUNCTIONS OR OTHER RELIEF IN SUCH DISPUTE OR CONTROVERSY. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES TO THE ARBITRATION. JUDGMENT MAY BE ENTERED ON THE ARBITRATOR'S DECISION IN ANY COURT HAVING JURISDICTION.
>
> THE COMPANY WILL PAY: (1) THE ASSOCIATION'S FILING AND OTHER ADMINISTRATIVE FEES (LESS $100); (2) THE ARBITRATOR'S FEE AND REASONABLE TRAVEL EXPENSES; AND (3) THE COST OF RENTING AN ARBITRATION HEARING ROOM. I WILL PAY $100 TOWARD SUCH FILING AND ADMINISTRATIVE COSTS TO THE COMPANY (UPON REQUEST BY ME, THE ARBITRATOR MAY DETERMINE THAT THE FEE SHOULD BE REFUNDED TO ME). EACH PARTY SHALL PAY ITS OR HIS OR HER OWN EXPERTS' AND/OR ATTORNEYS' FEES, UNLESS THE ARBITRATOR AWARDS REASONABLE EXPERTS' AND/OR ATTORNEYS' FEES AS A "PREVAILING PARTY" UNDER APPLICABLE LAW.
>
> THIS ARBITRATION CLAUSE RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE EMPLOYER/EMPLOYEE

RELATIONSHIP (EXCEPT AS EPIQ CONFIDENTIAL PROVIDED IN "'EQUITABLE REMEDIES" BELOW), INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING CLAIMS:

i. ANY AND ALL CLAIMS FOR WRONGFUL DISCHARGE OF EMPLOYMENT; BREACH OF CONTRACT, BOTH EXPRESS AND IMPLIED; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, BOTH EXPRESS AND IMPLIED; NEGLIGENT OR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; NEGLIGENT OR INTENTIONAL MISREPRESENTATION; NEGLIGENT OR INTENTIONAL INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE; AND DEFAMATION;

ii. ANY AND ALL CLAIMS FOR VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL STATUTE, INCLUDING, BUT NOT LIMITED TO, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FAIR LABOR STANDARDS ACT, AND THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990,;

iii. ANY AND ALL CLAIMS ARISING OUT OF ANY OTHER LAWS AND REGULATIONS RELATING TO EMPLOYMENT OR EMPLOYMENT DISCRIMINATION.

NOTHING IN THIS ARBITRATION AGREEMENT PRECLUDES ME FROM LAWFULLY BRINGING ISSUES TO THE ATTENTION OF FEDERAL, STATE, ' OR LOCAL AGENCIES, NOR DOES IT PRECLUDE ME FROM SEEKING RIGHTS AND REMEDIES UNDER SECTION 922 OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT IN A COURT OF COMPETENT JURISDICTION.

I UNDERSTAND THAT EACH PARTY'S PROMISE TO RESOLVE CLAIMS BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, RATHER THAN THROUGH THE COURTS, IS CONSIDERATION FOR OTHER PARTY'S LIKE PROMISE. I FURTHER UNDERSTAND THAT I AM OFFERED EMPLOYMENT IN CONSIDERATION OF MY PROMISE TO ARBITRATE CLAIMS."

(emphasis in original)

6. (a) About August 10, 2016, Respondent discharged its employee Timothy Tanner.

(b) Respondent engaged in the conduct described above in paragraph 6(a) because Timothy Tanner refused to sign the Employment Agreement containing the provisions described

above in paragraph 5 and to discourage employees from engaging in these or other concerted activities.

7. By the conduct described above in paragraphs 5 and 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring that the employees be made whole, including, but not limited to, payment for consequential economic harm they incurred as a result of the Respondent's unlawful conduct.

General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must **received by this office on or before December 14, 2016, or postmarked on or before December 13, 2016.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users

that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **February 14, 2017, at 9:30 a.m. at the Mary Walker Hearing Room at 26 Federal Plaza Room 3614** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The

procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: November 30, 2016

KAREN P. FERNBACH
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 02
26 Federal Plz Ste 3614
New York, NY 10278-3699

Attachments

UNITED STATED OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

DE NOVO LEGAL LLC D/B/A EPIQ DOCUMENT REVIEW SOLUTIONS

and **Case No. 02-CA-182019**

TIMOTHY TANNER, an Individual

ANSWER TO COMPLAINT

COMES NOW, De Novo Legal LLC d/b/a Epiq Document Review Solutions, named Respondent herein, by and through its own internal counsel, and responds to the Complaint as follows:

1. Respondent is without knowledge to either admit or deny the allegations set forth in paragraphs 1(a) and (b) of the Complaint, and therefore, denies the same.

2. Respondent admits the allegations set forth in paragraphs 2(a) and (b) of the Complaint.

3. Respondent admits the allegations set forth in paragraph 3 of the Complaint.

4. Respondent admits that at all relevant times Mark Euler, Vice President, Global Litigation for Respondent, was an agent of Respondent within the meaning of Section 2(13) of the Act, and that Stacey Sacks, Human Resources Manager for Respondent, was a supervisor within the meaning of Section 2(11) of the Act, but denies all remaining allegations set forth in paragraph 4 of the Complaint.

5. Respondent admits that the identified document in paragraphs 5(a), (b), and (c) of the Complaint speaks for itself and is the best evidence of its contents.

6. Respondent admits the allegations contained in paragraph 6(a) of the Complaint, and admits that Respondent discharged the Charging Party due to his refusal to sign the Employment Agreement, but denies all remaining allegations contained in paragraph 6(b) of the Complaint.

7. Respondent denies the allegations contained in paragraph 7 of the Complaint.

8. Respondent denies the allegations contained in paragraph 8 of the Complaint.

GOVERNMENT EXHIBIT 4

GENERAL DENIAL

Respondent denies each and every allegation in the Complaint not specifically admitted herein.

ADDITIONAL DEFENSES

Respondent specifically reserves the right to amend this Answer by adding additional defenses and/or counterclaims as additional investigation, discovery, and circumstances may warrant.

WHEREFORE, having fully responded to the Complaint, Respondent respectfully requests that the Complaint be dismissed in its entirety with prejudice.

Respectfully submitted,

De Novo Legal LLC

By: _____

Mark R. Euler
Vice President, Global Litigation & Employment
501 Kansas Ave.
Kansas City, KS 66105
meuler@epiqsystems.com
Respondent De Novo Legal LLC

Dated: December 13, 2016

CERTIFICATE OF SERVICE

I certify that a true copy of the foregoing Respondent De Novo Legal LLC's Answer to Complaint was served via first class mail, on December 13, 2016, upon:

Timothy Tanner
330 West 45th Street
Apartment 1G
New York, NY 10036-3856

_____
Mark R. Euler

GOVERNMENT EXHIBIT 5

epiq SYSTEMS

EMPLOYMENT, CONFIDENTIAL INFORMATION AND ARBITRATION AGREEMENT AND RELEASE

As a condition of my employment with DeNovo Legal LLC d.b.a. Epiq Document Review Solutions and its successors or assigns (together, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **AT WILL EMPLOYMENT.** EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL' EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS OBTAINED IN WRITING AND SIGNED BY THE PRESIDENT OF THE COMPANY. I ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED BY ME OR THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE OR FOR ANY OR NO CAUSE.

2. **RELEASE.** I hereby release and forever discharge the Company and its successors, assigns, employees, officers, directors, owners, representatives, shareholders, parents, affiliates, subsidiaries, divisions, attorneys, agents and servants, whether current or former (sometimes referred to herein as the "Released Parties"), of and from any and all claims, demands, counterclaims, liabilities, obligations, complaints, charges, suits or causes of action of any kind or nature whatsoever (collectively, "Claims") which I may have had, or may now have, relating to matters occurring on or before the date hereof, except those arising out of the performance of this Agreement. Without limiting in any way the generality of the foregoing general release, I specifically release the Released Parties from any Claims which may have existed or which may now exist from the beginning of time to the date of this Agreement, including, without limitation: any claims I may have arising from or relating to my previous employment with or termination from employment with the Company, including a release of any rights or claims I may have under Title VII of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers' Benefit Protection Act; the Americans with Disabilities Act of 1990, as amended, and the Rehabilitation Act of 1973; the Family and Medical Leave Act of 1993; Section 1981 of the Civil Rights Act of 1866; Section 1985(3) of the Civil Rights Act of 1871; the Employee Retirement Income Security Act of 1974, as amended; Section 4980B of the Internal Revenue Code of 1986, as amended; the National Labor Relations Act, as amended; the Occupational Safety and Health Act of 1970, as amended; the Sarbanes-Oxley Act of 2002, as amended; the Fair Labor Standards Act, as amended; the Equal Pay Act of 1963, as amended; and any other federal, state or local laws of any kind or nature, including any wage and hour laws, statutes, or regulations and/or any other compensation related claims.

3. **PRIOR COMPENSATION AND BENEFITS.** I recognize and acknowledge that the Company has paid me all wages (including but not limited to regular wages and overtime wages), benefits (including but not limited to any required paid sick leave), and compensation of any nature, due and owing prior and up to the date that I execute this Agreement.

4. **CONFIDENTIAL EPIQ INFORMATION.** I recognize and acknowledge that by virtue of accepting employment hereunder, I will acquire valuable knowledge and learn proprietary trade secrets and Confidential Information of Epiq, its personnel, suppliers, distributors, customers, agents, representatives, independent contractors or other business relations. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, transfer, or disclose any Confidential Information to any person, firm or corporation, except for the direct benefit of Epiq Systems, Inc. and its subsidiaries and affiliates (collectively, "Epiq"), without written authorization of the Board of Directors of Epiq Systems, Inc. I understand that "Confidential Information" means any information of Epiq, its personnel, suppliers, distributors, customers, agents, representatives, independent contractors, or other business relations, in each case, prior, current or prospective, including but not limited to electronic, oral, visual, images, or hard copy form, and including but not limited to any proprietary information, technical data, trade secrets or know-how, compilations of data and analyses, techniques, personally identifiable, financial or health related information, information referring or relating to former, current or prospective research, records, reports, manuals, documentation, models, data, metadata and databases relating thereto, product plans, business, products, services, intellectual property, customer lists, customers, customer personnel, litigation and litigation related matters, operations, strategies, business plans, company competitive strengths and weaknesses, financials, internal business information (including historical, current and projected financial information, business plans and budgets, strategic and staffing plans and practices, training, marketing, hiring, promotional and sales plans, events and practices, costs, rate and pricing structures and accounting and business methods), markets, software, developments, inventions, innovations, network, architecture, improvements, methods, designs, analyses, drawings, reports and all similar or related information systems, processes, procedures, policies, marketing, formulae, technology, designs, drawings, engineering, hardware configuration, marketing or finances, or other business related information in any form whether patentable or copyrightable and any and all other intellectual property rights and any documents, data or materials in any form or medium referencing, describing or analyzing any of the foregoing. I further understand that Confidential Information does not include any of the foregoing information or items that are publicly known and generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item(s) or information involved.

5. **FORMER EMPLOYER CONFIDENTIAL INFORMATION.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of Epiq any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. I also agree that I will not breach any obligations contained in any agreement between me and any former employer or relating to any former employment.

6. **THIRD PARTY CONFIDENTIAL INFORMATION.** I recognize that Epiq has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Epiq's part to maintain the confidentiality of such information and to

use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my job duties.

7. **ABSENCE OF CONFLICTS AND NO CONFLICTING EMPLOYMENT.** I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which Epiq is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to Epiq. I represent and warrant that I will promptly notify the Company in the event my employment by the Company creates an actual or potential conflict of interest in connection with any services to be performed by me during my employment.

8. **RETURNING COMPANY DOCUMENTS.** I agree that upon leaving the employ of the Company, I will not disparage Epiq and will promptly deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company, that constitute Confidential Information, or otherwise belonging to Epiq, its successors or assigns. In the event of the termination of my employment, I agree to promptly sign and deliver the "Termination Certification" attached hereto as Exhibit A.

9. **NON-SOLICITATION OF CUSTOMERS.** I acknowledge and agree that the names and addresses of Epiq's customers constitute Confidential Information of Epiq, and that my sale or unauthorized use or disclosure of any such Confidential Information would constitute unfair competition. Accordingly, I agree that for a period of twelve (12) months immediately following the termination of my employment relationship with the Company for any reason, I shall not, directly or indirectly, either on behalf of myself or for any other person, corporation, firm, company or other business entity, do any of the following acts: (a) solicit, serve or cater to any of Epiq's customers whom I solicited, served or catered to on behalf of Epiq or with whom I became acquainted during the course of my employment with the Company; (b) divert or attempt to divert any of Epiq's customers or any of the business or patronage of such customers; or (c) call upon, influence or attempt to influence any of Epiq's customers to transfer their business or patronage from Epiq to me or to any other person, corporation, firm, company or business entity engaged in a business similar to Epiq's business.

10. **NON-SOLICITATION OF EPIQ PERSONNEL.** I acknowledge and agree that Epiq's employees and agents are valuable assets in the operation of Epiq's business. Accordingly, I agree that during the term of my employment with the Company and for a period of twelve (12) months immediately following the termination of my employment relationship with the Company for any reason, I shall not, either directly or indirectly, either on my own behalf or on behalf of any person or entity other than Epiq, hire or attempt to hire, solicit, induce, recruit or encourage any other employees or agents of Epiq to terminate their employment or agency relationship with Epiq in order to work for any person, corporation, firm, company or business entity other than Epiq.

11. **EXTENSION OF RESTRICTIVE PERIODS.** The restrictive periods set forth in this Agreement shall not expire, and shall be tolled, during any period in which I am in violation of any obligation contained in Sections 9 and 10, and all restrictions shall automatically be extended by the period I was in violation of any such restrictions.

12. **CONFLICT OF INTEREST GUIDELINES.** I agree to diligently adhere to the "Conflict of Interest Guidelines" attached as Exhibit A hereto.

13. **REPRESENTATIONS.** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I agree I have not entered nor will I enter into, nor am I bound by, any oral or written agreement in conflict herewith.

14. **ARBITRATION.** EXCEPT AS PROVIDED IN SECTION 15 ("EQUITABLE REMEDIES") BELOW, THE COMPANY AND I AGREE THAT ANY DISPUTE OR CONTROVERSY (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) ARISING OUT OF, RELATING TO, OR CONCERNING ANY INTERPRETATION, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD IN ACCORDANCE WITH THE EMPLOYMENT DISPUTE RESOLUTION RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION (THE "ASSOCIATION"). UNLESS BOTH THE COMPANY AND I AGREE OTHERWISE, THE ARBITRATION HEARING WILL BE HELD IN ANY CITY WHERE I PERFORMED SERVICES FOR THE COMPANY UNDER THIS AGREEMENT. **THE COMPANY AND I AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THE COMPANY AND I ARE WAIVING THE RIGHT TO TRIAL BY JURY. THE COMPANY AND I FURTHER AGREE THAT THE COMPANY AND I SHALL BRING CLAIMS AGAINST THE OTHER ONLY IN OUR RESPECTIVE INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE \PROCEEDING. FURTHER, UNLESS BOTH THE COMPANY AND I AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.** THE ARBITRATOR MAY GRANT INJUNCTIONS OR OTHER RELIEF IN SUCH DISPUTE OR CONTROVERSY. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES TO THE ARBITRATION. JUDGMENT MAY BE ENTERED ON THE ARBITRATOR'S DECISION IN ANY COURT HAVING JURISDICTION.

THE COMPANY WILL PAY: (1) THE ASSOCIATION'S FILING AND OTHER ADMINISTRATIVE FEES (LESS $100); (2) THE ARBITRATOR'S FEE AND REASONABLE TRAVEL EXPENSES; AND (3) THE COST OF RENTING AN ARBITRATION HEARING ROOM. I WILL PAY $100 TOWARD SUCH FILING AND ADMINISTRATIVE COSTS TO THE COMPANY (UPON REQUEST BY ME, THE ARBITRATOR MAY DETERMINE THAT THE FEE SHOULD BE REFUNDED TO ME). EACH PARTY SHALL PAY ITS OR HIS OR HER OWN EXPERTS' AND/OR ATTORNEYS' FEES, UNLESS THE ARBITRATOR AWARDS REASONABLE EXPERTS' AND/OR ATTORNEYS' FEES AS A "PREVAILING PARTY" UNDER APPLICABLE LAW.

THIS ARBITRATION CLAUSE RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE EMPLOYER/EMPLOYEE RELATIONSHIP (EXCEPT AS

PROVIDED IN "EQUITABLE REMEDIES" BELOW), INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING CLAIMS:

i. ANY AND ALL CLAIMS FOR WRONGFUL DISCHARGE OF EMPLOYMENT; BREACH OF CONTRACT, BOTH EXPRESS AND IMPLIED; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, BOTH EXPRESS AND IMPLIED; NEGLIGENT OR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; NEGLIGENT OR INTENTIONAL MISREPRESENTATION; NEGLIGENT OR INTENTIONAL INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE; AND DEFAMATION;

ii. ANY AND ALL CLAIMS FOR VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL STATUTE, INCLUDING, BUT NOT LIMITED TO, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FAIR LABOR STANDARDS ACT, AND THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990,;

iii. ANY AND ALL CLAIMS ARISING OUT OF ANY OTHER LAWS AND REGULATIONS RELATING TO EMPLOYMENT OR EMPLOYMENT DISCRIMINATION.

NOTHING IN THIS ARBITRATION AGREEMENT PRECLUDES ME FROM LAWFULLY BRINGING ISSUES TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL AGENCIES, NOR DOES IT PRECLUDE ME FROM SEEKING RIGHTS AND REMEDIES UNDER SECTION 922 OF THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT IN A COURT OF COMPETENT JURISDICTION.

I UNDERSTAND THAT EACH PARTY'S PROMISE TO RESOLVE CLAIMS BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, RATHER THAN THROUGH THE COURTS, IS CONSIDERATION FOR OTHER PARTY'S LIKE PROMISE. I FURTHER UNDERSTAND THAT I AM OFFERED EMPLOYMENT IN CONSIDERATION OF MY PROMISE TO ARBITRATE CLAIMS.

15. **EQUITABLE REMEDIES**. THE PARTIES AGREE THAT EITHER MAY APPLY TO ANY COURT OF COMPETENT JURISDICTION, PURSUANT TO SECTION 16 ("GOVERNING LAW AND STATUTE OF LIMITATIONS"), FOR A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, OR OTHER INTERIM OR CONSERVATORY RELIEF, AS NECESSARY, WITHOUT BREACH OF THE ARBITRATION PROVISION SET FORTH IN SECTION 14 AND WITHOUT ABRIDGMENT OF THE POWERS OF THE ARBITRATOR. THE PARTIES FURTHER AGREE THAT NO BOND OR OTHER SECURITY SHALL BE REQUIRED IN OBTAINING SUCH EQUITABLE RELIEF AND THE PARTIES HEREBY CONSENT TO THE ISSUANCE OF SUCH EQUITABLE RELIEF.

16. **GOVERNING LAW AND STATUTE OF LIMITATIONS.** This Agreement will be governed by the laws of the State of New York. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in any state where I performed services for the Company under this Agreement, for any lawsuit filed there against me by the Company or Epiq, as the case may be, arising from or relating to this Agreement. The parties agree that any claim arising out of or relating to this Agreement shall be barred unless commenced within one year after the event giving rise to the claim.

17. **ENTIRE AGREEMENT**. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions and agreements between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

18. **SEVERABILITY**. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

19. **SUCCESSORS & ASSIGNS**. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and the parties' successors and assigns. I hereby agree to the assignment of this Agreement by the Company to any other Epiq company and that, immediately upon such assignment, the Company as defined herein shall be such other Epiq company.

20. **THIRD PARTY BENEFICIARY**. I acknowledge and agree that Epiq is a third party beneficiary of this Agreement between me and the Company and may enforce its rights hereunder.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE FOREGOING AGREEMENT, I AM SATISFIED THAT I UNDERSTAND IT COMPLETELY, AND I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING AGREEMENT CONTAINS A RELEASE OF CLAIMS AND A BINDING ARBITRATION PROVISION.

AGREED AND ACCEPTED:

DATE	EMPLOYEE'S SIGNATURE
COMPANY REPRESENTATIVE	NAME OF EMPLOYEE

EXHIBIT A

CONFLICT OF INTEREST GUIDELINES

It is the policy of Epiq Systems, Inc. and its subsidiaries and affiliates (collectively, "Epiq") to conduct all affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of Epiq. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the Managing Director and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Employment, Confidential Information and Arbitration Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to Epiq.

3. Participating in civic or professional organizations that might involve divulging confidential information of Epiq.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of personal or social harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of Epiq.

7. Borrowing from or lending to employees, customers or suppliers.

8. Acquiring real estate of interest to Epiq.

9. Improperly using or disclosing to Epiq any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.

13. Engaging in any conduct which is not in the best interests of Epiq.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in disciplinary action up to and including immediate discharge.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

DENOVO LEGAL LLC D/B/A
EPIQ DOCUMENT REVIEW SOLUTIONS

and **Case No. 02-CA-182019**

TIMOTHY TANNER, an Individual

AFFIDAVIT OF SERVICE OF:
GENERAL COUNSEL'S MOTION TO TRANSFER CASE TO THE BOARD AND MOTION FOR SUMMARY JUDGMENT

Date of E-Filing: January 17, 2017

I, the undersigned employee of the National Labor Relations Board, state under oath that, on the date indicated above, I served the above-referenced document by electronic mail upon the following persons, addressed to them at the following addresses:

Mark Euler, VP Global Litigation & Employment
DeNovo Legal LLC d/b/a
Epiq Document Review Solutions
e-mail: meuler@epiqsystems.com

Timothy Tanner
e-mail: tangotanner@yahoo.com

Date: January 17, 2017

Designated Agent: Michael J. Bilik
Field Attorney
Region 2

/s/ Michael J. Bilik
National Labor Relations Board