

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
SAN FRANCISCO BRANCH OFFICE

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 501**

**and**

**Case 28–CB–182296**

**GNLV CORP. d/b/a  
GOLDEN NUGGET LAS VEGAS**

*Stephen Kopstein, Esq.*, for the General Counsel.

*Adam Stern and Justin Crane, Esqs. (The Meyers Law Group)*,  
for the Respondent.

*Kaitlin H. Ziegler, Esq. (Kamer Zucker Abbott)*,  
for the Charging Party.

DECISION

STATEMENT OF THE CASE

MARA-LOUISE ANZALONE, Administrative Law Judge. I heard this case on January 23, 2017, in Las Vegas, Nevada. GNLV Corp. d/b/a Golden Nugget Las Vegas (Golden Nugget, the Employer or Charging Party) filed a charge on August 15, 2016, and the Regional Director for Region 28 issued a complaint on November 8, 2016 (the complaint). The General Counsel alleges that Respondent International Union of Operating Engineers, Local 501 (Local 501, the Union or Respondent) refused to provide information requested by the Employer, in violation of Section 8(b)(3) of the National Labor Relations Act (the Act).

At trial, all parties were afforded the right to call, examine, and cross-examine witnesses, to present any relevant documentary evidence, to argue their respective legal positions orally, and to file post-hearing briefs. On March 13, 2017, post-hearing briefs were filed by the General

Counsel and Respondent and have been carefully considered.<sup>1</sup> Accordingly, based upon the entire record herein, including the post-hearing briefs and my observation of the credibility of the witnesses, I make the following

## I. FINDINGS OF FACT

### A. *Jurisdiction*

At all times material herein, Charging Party, a Nevada corporation with a principal place of business located in Las Vegas, Nevada, has been engaged in the operation of a hotel and casino, providing gambling, lodging, entertainment, and dining services. During the 12-month period immediately preceding the issuance of the instant complaint, the Charging Party, in the normal course and conduct of its above-described business operations, purchased and received at its Las Vegas facility goods in excess of \$50,000 directly from points outside the State of Nevada. It is alleged, Respondent admits, and I find that Charging Party is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and further that Respondent is a labor organization within the meaning of Section 2(5) of the Act.

Based on the foregoing, I find that this dispute affects commerce and that the National Labor Relations Board (the Board) has jurisdiction of this case, pursuant to Section 10(a) of the Act.

### B. *Factual Background*

Respondent represents a unit of employees at GNLV's Las Vegas hotel and casino and was certified as the exclusive collective-bargaining representative of that unit in 2015. In January 2016,<sup>2</sup> the parties commenced negotiations for an initial collective-bargaining agreement. Local 501's lead negotiator was its president and lead business representative, Tom O'Mahar (O'Mahar); GNLV was represented by its outside counsel Greg Kamer (Kamer), along with his associate Kaitlin Ziegler (Ziegler). (GC Exh. 1(c), (g); Tr. 16–17, 55, 97)

While the parties offered scant witness testimony<sup>3</sup> regarding their bargaining (and no bargaining notes), two facts are undisputed: first, during the first bargaining session in January, the Union presented GNLV with a complete, proposed collective-bargaining agreement; and second, on February 25, GNLV, through its counsel, requested that Local 501 provide the following:

1. Copies of all labor contracts, side letters, and/or memorandum agreements between Local 501 and any company operating in Las Vegas, Nevada and/or the surrounding area that are currently in place and/or expired within the last two (2) years and feature similar language to that proposed by Local 501 to [GNLV];

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<sup>1</sup> Abbreviations used in this decision are as follows: "Tr." for transcript; "GC Exh." for General Counsel's Exhibit; "R Exh." for Respondent's Exhibit; "GC Br." for the General Counsel's post-hearing brief and "R Br." for Respondent's post-hearing brief.

<sup>2</sup> Unless otherwise noted, all dates herein refer to the year 2016.

<sup>3</sup> Counsel for the General Counsel presented limited testimony from O'Mahar and Ziegler, who were each present during the course of the negotiations, but failed to call GNLV's lead negotiator Kamer.

2. A listing of all grievances filed by Local 501 within the last five (5) years concerning similar language to that proposed by Local 501 to [GNLV] against any company operating in Las Vegas, Nevada and/or the surrounding area, including the nature of the grievance and the resolution, including whether the matter was resolved through arbitration; and
3. Copies of all arbitration decisions involving Local 501 and any company operating in Las Vegas, Nevada and/or the surrounding area, which interpret similar language to that proposed by Local 501 to [GNLV].

(GC Exh. 2)

According to O'Mahar, the Union maintains closed grievance files, including any related arbitration decisions, at its Las Vegas office. At the time of GNLV's information request, approximately 2 years' closed grievances (including approximately 8 to 12 related arbitration decisions) were located in that cabinet.<sup>4</sup> Older grievance files were archived and stored in banker boxes in a storage shed. Local 501 does not maintain any listing or index of grievances that describes the individual nature of each grievance. (Tr. 20–22, 41–42)

The information requests were drafted by Ziegler, at Kamer's direction. At hearing, Respondent presented evidence that Kamer's law firm maintains an online database of private arbitration decisions from which it derives revenue. (Tr. 69–71; R. Exh. 1) As Kamer did not testify, there is no first-hand explanation as to his rationale for requesting the grievance information and arbitration decisions at issue in this case.

1. Bargaining table discussions regarding Local 501's contracts with other employers

Ziegler and O'Mahar agreed that, during the negotiations, Local 501 took the position that that certain of its proposed language should be acceptable to the Golden Nugget because it was "similar" to language Local 501 had in contracts with other employers. Ziegler further testified (without contradiction by O'Mahar) that, on more than one occasion, GNLV counter-proposed language only to be told that Local 501's original proposal was similar to the language it maintained in contracts with other employers. (Tr. 58, 64–65, 95) According to Ziegler, this was followed by Kamer expressing interest in whether Local 501's language had historically generated grievances. Originally, she testified that:

Anytime that [O'Mahar] had raised the fact that he has similar language at other places, [Kamer] has raised the fact that we would like to see if any issues have come from these proposals.<sup>5</sup>

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<sup>4</sup> O'Mahar testified that, in a typical year, the Union receives between four and six arbitration decisions regarding employees represented at Las Vegas properties. (Tr. 18)

<sup>5</sup> The record is silent as to when or how often GNLV made such a request (or requests), and the General Counsel does not allege any complaint allegation regarding any oral request for information.

On cross-examination by Charging Party’s counsel, however, Ziegler admitted that Kamer only once identified a concrete portion of the Union’s professed “similar” language—an unspecified provision regarding overtime pay—that he was concerned might have been the subject of grievances with another employer. O’Mahar, for his part, insisted that Kamer never specified any proposed language with which he was concerned. (Tr. 36, 86–88)

At hearing, Ziegler offered two, somewhat related rationales for GNLV requesting information regarding extra-unit grievances and arbitrations over such similar language. First, she claimed that, in order to evaluate Local 501’s proposals, GNLV needed to understand how “similar” language had been grieved and interpreted in cases with other employers. Second, as she explained, the Employer’s overarching interest in the negotiations, according to Ziegler, was to avoid future grievances by rejecting contractual terms that had been proven unpopular with employees, as evidenced by past grievances. As she put it, the goal was to get the “best contract and probably least grieved contract” possible. (Tr. 58, 64–65, 95)

Apart from these after-the-fact explanations by Ziegler, the record is devoid of evidence to support Respondent’s stated rationales for its information requests. Specifically absent from the record is direct evidence of: (a) specific contractual terms agreed to between Local 501 and other employers, (b) specific Local 501 proposals to GNLV; or (c) the alleged “similarity” between the two.

## 2. Local 501’s initial response

Three weeks following GNLV’s request, O’Mahar responded to GNLV’s first numbered request by providing copies of Local 501’s current collective-bargaining agreements with companies operating in the Las Vegas area (approximately 50 contracts). With respect to the Union’s second and third requests, O’Mahar raised two, related objections. First, he objected to GNLV’s use of his own bargaining table phrase, “similar language” as a reference point for GNLV’s requests, adding that “almost anything could be considered as ‘similar in nature,’ depending on how you define the phrase.”

O’Mahar then stated that responding to the requests would be cost prohibitive because Local 501 did not maintain a listing of grievances or organize its arbitration decisions by subject matter. At hearing, O’Mahar explained that the concern over cost was compounded by the vagueness of GNLV’s requests, in that the Union would be required to review each of Local 501’s grievance/arbitration files for the past 5 years and determining it concerned or interpreted language “similar” to that proposed to GNLV. That said, he offered to meet with Kamer to clarify which documents were being sought. (GC Exh. 3; Tr. 34–35)

## 3. GNLV requests “readily available” documents and access to Local 501’s archived files

There is no indication that GNLV accepted the Union’s offer to meet and discuss the February 25 requests. However, on April 21, Kamer did propose a compromise of sorts; “prior [to] any discussions related to ‘prohibitive costs,’” he suggested, the Union should provide arbitration decisions that were “readily available” or, alternately, allow GNLV to “sign out” selected documents (presumably for copying) for 24 hours. (GC Exh. 4) The record indicates

that the parties verbally discussed the information requests on May 18, but no witness testified as to what was said at this time. (See GC Exh. 5)

On May 31, O'Mahar responded to Kamer's letter, reiterating that the Union still had no idea how to determine "if language in one labor agreement is or isn't 'similar' to what was proposed at the [] negotiations and therefore warrant inclusion under your request." He did not, however, address Kamer's offer to review Local 501's archived files to identify the grievance and arbitration files it considered responsive to its request. (GC Exh. 5; Tr. 23, 43)

4. GNLV narrows its requests to documents related to casino and hotel employers, and Local 501 refuses to grant access to its files

Following their April/May correspondence, the parties apparently discussed the information requests again, although again the record is devoid of detail as to what was said. In any event, on August 1, Kamer clarified in writing that he was only interested in cases involving hotel and casino employers. He added:

[O]ur conversations have detailed instances wherein you have conceded language in the proposals is similar, even if slightly nuanced, to other contracts in existence, so we hope you are able to provide documents matching that level of similarity.

He then referred to "dialogues during negotiations" during which O'Mahar had referenced "arbitrations that addressed a discussed scenario." GNLV, Kamer stated, considered these "types of documents" to be readily available and therefore subject to production before negotiating the cost of producing archived documents. He concluded that GNLV remained willing to review the Union's files for "relevant grievances and arbitration decisions," to be signed out for a 24-hour period for copying at GNLV's expense. (GC Exh. 6(a))

O'Mahar responded 4 days later. Conceding that Local 501 had "in some instances" proposed language "similar to that agreed to at other properties in Las Vegas," he noted Kamer's continuing failure to identify the specific proposal(s) towards which his request was aimed. With respect to GNLV's offer to, as he put it, "just rifle through [Local 501's] files, O'Mahar flatly refused. As he testified, the Union's concern over giving GNLV access to its files was that they contained confidential health information. O'Mahar, however, admittedly never informed GNLV of this concern. (GC Exh. 7; Tr. 52–53)<sup>6</sup>

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<sup>6</sup> Local 501 agent-organizer Richard Lyle (Lyle) testified that he discussed the confidentiality concern with Kamer. I found this testimony unconvincing and unreliable, especially considering that Lyle claimed that the conversation had taken place in December 2016 (more than a month after the complaint issued in this case). (Tr. 97–101)

On August 12, Kamer responded. In contrast to Ziegler's claim that GNLV's information request aimed to reduce grievances by individual employees dissatisfied with specific contractual terms, he framed the issue as follows:

Past negotiations with other properties have shown a realized risk of the Union distorting the agreed-upon language, resulting in numerous grievances. Sample grievances and arbitration decisions of comparable language could show us which proposed language requires clarifying language or a complete redraft.

(GC Exh. 8) Three days later, GNLV filed the unfair labor practice charge underlying this case. (GC Exh. 1(a))

## II. ANALYSIS

### *A. The Parties' Positions*

The complaint alleges that, since about March 17, 2016, Local 501 has unlawfully failed to provide the arbitration decisions and listing of grievances requested by GNLV on February 26, 2016. This information, according to the General Counsel, is relevant because it would inform GNLV's evaluation of Union proposals held out by O'Mahar as "similar" to language in contracts between Local 501 and other employers. In its defense, Local 501 asserts that the requests as drafted were unreasonably vague and that, despite being provided with copies of Local 501's hotel and casino industry contracts, GNLV consistently refused to identify the proposals with which it was concerned. Furthermore, the parties disagree over whether the Union lawfully refused GNLV's offer to inspect its files in order to determine which documents were responsive to its request. Finally, as an affirmative defense, Local 501 asserts that the February 25 requests were made in bad faith in an effort by GNLV's counsel to compile private arbitration decisions for an online library it curates.

### *B. Credibility*

The key aspects of my factual findings above incorporate the credibility determinations I have made after carefully considering the record in its entirety. The testimony concerning the material events regarding Charging Party's information request and Respondent's response thereto contain certain conflicts. I have based my credibility resolutions on consideration of a witness' opportunity to be familiar with the subjects covered by the testimony given; established or admitted facts; the impact of bias on the witness' testimony; the quality of the witness' recollection; testimonial consistency; the presence or absence of corroboration; the strength of rebuttal evidence, if any; the weight of the evidence; and witness demeanor while testifying and the form of questions eliciting responses.

### *C. The Applicable Law*

The Board has long held that a labor organization's duty to furnish information pursuant to Section 8(b)(3) of the Act is parallel to that of an employer's obligation to furnish information pursuant to Section 8(a)(1) and (5) of the Act. *California Nurses Assn.*, 326 NLRB 1362, 1366

(1998) (citations omitted). This duty to bargain includes a general duty to provide information needed by the requesting party to engage intelligently in contract negotiations and administration. See *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 152–153 (1956). That said, the duty to provide information related to bargaining proposals is not unlimited, and a party is not required to disclose the legal theories behind its proposals or to create them upon demand. See *Lithographers Local One-L (Metropolitan Lithographers)*, 352 NLRB 906 (2008).

At the outset, a party that seeks information regarding extra-unit employees must establish the relevance of such information. *Shoppers Food Warehouse Corp.*, 315 NLRB 258, 259 (1994). This burden is not exceptionally heavy, and potential or probable relevance is sufficient to trigger an obligation to provide information. *Leland Stanford Junior University*, 262 NLRB 136, 139 (1982), *enfd.* 715 F.2d 473 (9th Cir. 1983). The burden is satisfied when the requesting party demonstrates a reasonable belief, supported by objective evidence (which may include hearsay reports) that the information requested is relevant. *Shoppers Food Warehouse Corp.*, *supra* at 259 (citation omitted); *Reiss Viking*, 312 NLRB 622, 625 (1993).

The relevance of extra-unit information to bargaining may be established by statements made by the non-requesting party in bargaining. See *Caldwell Mfg. Co.*, 346 NLRB 1159, 1159–1160 (2006); *Allison Corp.*, 330 NLRB 1363, 1367 (2000). Specifically, a party that puts extra-unit information “at issue” by relying on it as support for a bargaining claim must provide such information, if requested, to substantiate that claim. *Leland Stanford Junior University*, *supra* at 145; see also *Tubari Ltd.*, 299 NLRB 1223, 1229 (1990) (employer that claimed in bargaining it paid more than “other employers” obligated to provide union with names of those employers to allow verification of such claim). A party requesting information to confirm or refute a claim made in bargaining need not exactly tailor its request to the claim at issue (i.e., in order to definitively confirm or deny it); it suffices that the information sought would “cast considerable light” on the veracity of the non-requesting party’s statement. *Paccar, Inc.*, 357 NLRB 47 (2011).

Relevance of extra-unit information may also be established based on a logical link between that information and a bargaining position or proposal made by the non-requesting party. For example, the Board has recognized that information regarding pension and insurance costs and benefits received by current retirees (considered extra-unit, pursuant to Board law) must be provided to a union on request, in that they would allow it to bargain intelligently about benefits for the unit’s future retirees. See, e.g., *FirstEnergy Generation LLC*, 362 NLRB No. 73 (2015). In the same vein, the Board has also found arbitration decisions concerning extra-unit employees relevant to assist an employer-association in preparing for and defending arbitrations where the record evidence established that those decisions effectively bound the association’s member employers. See *Hotel & Restaurant Employees Local 226 (Caesars Palace)*, 281 NLRB 284 (1986).

Regardless of what rationale is offered for an information request, it must be more than a “hypothetical theory” about the requested relevance of requested documents; “mere suspicion or surmise” will not suffice. *Disneyland Park*, 350 NLRB 1256, 1258 fn.5 (2007); *Sheraton Hartford Hotel*, 289 NLRB 463, 464 (1985); *Southern Nevada Builders Assn.*, 274 NLRB 350, 351 (1985). Nor is a party granted “carte blanche” to engage in a wholesale exploration into the records of its bargaining partner merely because it “can articulate some bargaining strategy that

will render the information pertinent in some peripheral or theoretical fashion to the bargaining process.” See *E.I. du Pont & Co. v. NLRB*, 744 F.2d 536 (6th Cir. 1984). This standard prevents fishing expeditions; without it, a party requesting documents would effectively have “unlimited access to any and all data” in possession of its bargaining partner. *Southern Nevada Builders Assn.*, supra.

*D. The General Counsel Failed to Establish a Violation of Section 8(a)(5) and (1) of the Act*

GNLV’s requests call on Local 501 to create a summary of grievances and provide arbitration decisions involving any language held out by O’Mahar to be “similar” to that he proposed to GNLV, contained in contracts with the Union’s other local hotel and casino employers. Applying the above-recited principles to the instant facts, I conclude that the record evidence is insufficient to establish that GNLV was entitled to the requested information. Specifically, I find that the information requests were not reasonably specific, supported by objective evidence or explicated with the precision required by the Board’s standards. Accordingly, I conclude that the Union’s actions did not violate Section 8(b)(3).

1. The information requested lacked probable relevance to bargaining

Insofar as relevance is concerned, it is true that, to the extent that Local 501 made specific representations about its proposals, it was obligated to respond to requests by GNLV for extra-unit information sufficient for GNLV to “fact check” those representations. In this regard, O’Mahar did “pitch” certain of Local 501’s language as having been at least initially agreed to by other industry employers, a claim susceptible to verification once the Union had provided GNLV with its local industry contracts. But nothing indicates that O’Mahar held out Local 501’s proposed language as having effectively insulated other employers from grievances. Thus, because O’Mahar did not take a position on whether any of Local 501’s “similar” language had ever generated friction with other employers, I find that he made no bargaining claim on which the requested grievance and arbitration documents could have cast any light.

The General Counsel nonetheless contends that GNLV’s request sought information that would assist it in vetting of the Union’s proposals; learning whether grievances had been filed throughout the local industry “concerning” language similar to that Local 501 had proposed, he contends, would inform GNLV’s decision whether to be bound by such language. In addition, the General Counsel argues, the outcome of such grievances, including arbitrators’ interpretation of the meaning of such “similar” language, would assist GNLV’s formulation of counter offers that would be less grievance-prone. While I cannot find fault with these rationales in theory, a valid information request requires more. Specifically, the General Counsel must prove that, in making the requests, GNLV’s concern over grievances was more than speculative and, if so, that it stated its requests with sufficient particularity to obligate Local 501 to respond. Based on the credible record evidence, I find each of these elements lacking.

As to the first, I note that GNLV’s February 25 information request, on its face, did not state a factual basis for its request for the extra-unit information. Nor did the General Counsel present evidence at hearing that GNLV in fact had an objective factual basis for the requests beyond its posited goal of avoiding industrial strife. However laudable, this rationale merely amounts to a generalized bargaining strategy to which the requested extra-unit grievance and arbitration

documents—to the extent they even exist—relate in only a purely theoretical fashion. A comparison to the *Ceasars Palace* case cited by the General Counsel is helpful in this regard. In that case, the employer association requested copies of arbitration decisions between its union bargaining partner and other local employers after such decisions were cited by the union and determined by an arbitrator to be binding on the association’s members. See *Hotel & Restaurant Employees Local 226 (Ceasars Palace)*, 281 NLRB 284 (1986).

Here, by contrast, the record fails to establish that GNLV was motivated by more than a vague suspicion about certain contractual language being the subject of, or somehow related to, grievances and arbitrations within the local industry. Other than anecdotal reference to a single Las Vegas employer receiving grievances related to overtime, the General Counsel simply presented no testimony or documentary evidence of objective facts supporting GNLV’s premise for the requests, i.e., that, throughout the local industry, Local 501’s proposed language had been especially grievance prone.<sup>7</sup> Most notably, the General Counsel offered no direct evidence of the claimed similarity between Local 501’s proposal and any extra-unit contractual language, i.e., the very cornerstone of the General Counsel’s relevance theory. Without this critical link, the possibility that the requested documents could shed light on a specific Local 501 proposal is merely that: a possibility. As such, I find that the General Counsel has failed to demonstrate that GNLV had a reasonable, objective basis for its requests, which is fatal to establishing the probable relevance of the information it sought.

## 2. The requests were not made with reasonable specificity

I further find that, even had GNLV’s requests been based on more than mere speculation, their vagueness excused Local 501’s compliance. In this regard, despite Ziegler’s claim that O’Mahar had explicitly held out individual proposals as having been agreed to by other employers, the February 25 request failed to delineate which proposals these were. While the record indicates that the “similar language” concept was discussed on more than one occasion during bargaining, there is no credible evidence that, with the exception of a single, unspecified proposal regarding overtime, Kamer ever verbally identified the proposals with which he was concerned. Kamer’s failure to clarify the requests became even more inexplicable after Local 501 provided copies of its contracts with other employers for comparison and, on multiple occasions, asked Kamer for such clarification.<sup>8</sup>

The absence of such clarification rendered GNLV’s requests the equivalent of contention interrogatories to which Local 501 was not required to respond. Indeed, GNLV in effect demanded that Local 501 conduct an analysis of its proposals and formulate an opinion as to which met a standard that Kamer himself struggled to identify as “similar, even if slightly nuanced, to other contracts in existence.” Responding to these requests would have required the

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<sup>7</sup> Also absent from the record was a coherent explanation as to how reviewing the requested documents would actually assist the bargaining process; while Ziegler postulated that it would allow GNLV to propose contractual terms less likely to cause individual employees to file grievances, Kamer’s correspondence suggested that the documents were necessary because of Union had historically “distorted” agreed-upon contractual language.

<sup>8</sup> Kamer’s offer to review the Union’s entire archive of grievances and arbitrations does not substitute for properly refining his request. To find otherwise would simply encourage parties to leave requests incomprehensively vague in order to gain unlimited access to their bargaining partner’s data.

Union to stake out its position on what arbitration decisions it might rely on in a future arbitration with GNLV, as well as to articulate its legal theory regarding what constituted “similar, even if slightly nuanced” language. Such information goes beyond the permissible scope of an information request. See *Lithographers Local One-L (Metropolitan Lithographers Assoc.)*, 352 NLRB at 916 (party not required to respond to information request demanding it articulate its legal theories of contractual interpretation).

3. The requests were not made in bad faith

As an affirmative defense, Respondent claims that GNLV’s request for information was “inappropriate and in bad faith and not for the purpose of bargaining.” (GC Exh. 1(e)) A party requesting information is presumed to have acted in good faith until the contrary is shown. See *Island Creek Coal Co.*, 292 NLRB 480, 489 and fn.14 (1989), enf. mem. 899 F.2d 1222 (6th Cir. 1990); *Hawkins Construction Co.*, 285 NLRB 1313, 1314 (1987), enf. denied on other grounds 857 F.2d 1224 (8th Cir. 1988); *International Paper Co.*, 319 NLRB 1253, 1266 (1995), enf. denied on other grounds 115 F.3d 1045 (D.C. Cir. 1997). As evidence of a bad-faith motive, Local 501 offers the fact that Kamer’s law firm earns income from an online database of private arbitration decisions. Beyond rank speculation, however, there is no evidence to suggest that this pecuniary interest in fact motivated the February 25 requests. As such, I reject this defense as lacking factual support.

To summarize, absent evidence that GNLV had a reasonable factual basis for requesting Local 501 to supply the requested extra-unit information, I find that the General Counsel did not meet its burden of showing probable relevance. Moreover, based on the record as a whole, I find that, despite multiple requests by the Union, GNLV failed to identify with sufficient particularity which grievances and/or arbitrations it sought, in that, despite repeated requests for clarification, it never identified the specific “similar” language with which he was allegedly concerned. I therefore shall recommend the dismissal of the complaint in its entirety.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>9</sup>

III. ORDER

It is recommended that the complaint be dismissed in its entirety.

Dated: Washington, D.C. May 25, 2017



Mara-Louise Anzalone  
Administrative Law Judge

<sup>9</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.