

**UNITED STATES OF AMERICA**

**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**REGION 20**

KALTHIA GROUP HOTELS, INC.	)	Cases	20-CA-176428
AND MANAS HOSPITALITY LLC	)		20-CA-178861
D/B/A HOLIDAY INN EXPRESS	)		20-CA-182449
SACRAMENTO,	)		
	)		
and	)		
	)		
UNITE HERE! LOCAL 49	)		

**RESPONDENT'S EXCEPTIONS TO THE DECISIONS OF THE**  
**ADMINISTRATIVE LAW JUDGE**

1 Respondents, Kalthia Group Hotels, Inc. and Manas Hospitality LLC d/b/a Holiday Inn  
2 Express Sacramento, (hereinafter “Respondent”), pursuant to § 102.46 of the Board’s Regulations,  
3 hereby takes exception to the Decision (“ALJD”) of Administrative Law Judge John T. Giannopoulos,  
4 dated September 8, 2017, as follows:<sup>1</sup>

- 5 1. Finding that Respondent did not advance a business justification for proposing removal of  
6 the union security clause. (ALJD 5:20-25) (A, B). *See* GC Exhibits 15-16; RT 262-269,  
7 304:1-14, 306:1-18; and Supporting Brief Part V.
- 8 2. Finding that the testimony of Rajneel Singh was not credible as it related to the Petition.  
9 (ALJD 16:45; 17:5-15) (A, B). *See* GC Exhibit 7; RT 769, 827-828, 835, 853, 867-870; and  
10 Supporting Brief Part IV.
- 11 3. Finding that the testimony of Elsa Gutierrez was not credible as it related to Devon Griffin  
12 and Suhad Salman. (ALJD 17:20-40) (A, B). *See* RSP Exhibits 12-13, 21; RT 555-556; and  
13 Supporting Brief Part IV.
- 14 4. Finding that the testimony of Respondent’s witnesses regarding verbal warnings was not  
15 credible. (ALJD 18:5-25) (A, B). *See* GC Exhibit 3; RSP Exhibits 12-13; RT 500-501, 530,  
16 680-681, 766, 796-799, 809; and Supporting Brief Part IV.
- 17 5. Finding that Sanjita Nand’s testimony about the date of Silvia Arteaga’s human rights  
18 training was not credible. (ALJD 18:30-40; 19:0-5) (A, B). *See* GC Exhibit 10; RSP Exhibits  
19 3-11; RT 470, 514-515, 548; and Supporting Brief Part IV.
- 20 6. Finding that Respondent violated the Act by allegedly instructing Vanessa Abel not to join  
21 the Union during her interview. (ALJD 19:15-35) (A, B). *See* evidence cited above in  
22 Exceptions 2-5; RT 633-634; and Supporting Brief Part IV.

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<sup>1</sup> “A” shall denote that exception is taken on the basis that the portion of the Decision excepted to is unsupported by law. “B” shall denote that exception is taken on the basis that the portion of the Decision excepted to is unsupported by substantial evidence. “Supporting Brief” shall refer to Respondent’s Brief in Support of Exceptions filed herewith; the reference to the specific portion of the Supporting Brief shall incorporate all argument and evidence cited therein. Citations to the Transcript shall be referred to as “RT”; and reference will be made to any exhibit relied upon.

- 1 7. Finding that Elsa Gutierrez and Sanjita Nand unlawfully solicited employees to sign a  
2 decertification petition. (ALJD 20:5-40; 21:5-10) (A, B). *See* evidence cited above in  
3 Exceptions 2-6; RT 831; and Supporting Brief Part IV.
- 4 8. Finding that the solicitations by Rajneel Singh and Olga Villa were unlawful. (ALJD 21:15-  
5 45; 22:5-35) (A, B). *See* evidence cited above in Exceptions 2-7; RT 849; and Supporting  
6 Brief Part IV.
- 7 9. Finding that Elsa Gutierrez's statement to Suhad Salman about Roxanna Tapia was unlawful.  
8 (ALJD 22:35-40; 23:5-20) (A, B). *See* evidence cited above in Exceptions 2-8; RT 614-615;  
9 and Supporting Brief Part IV.
- 10 10. Finding that Elsa Gutierrez's statement to Silvia Arteaga about going with co-workers was  
11 unlawful. (ALJD 23:25-40) (A, B). *See* evidence cited above in Exceptions 2-9; RT 633; and  
12 Supporting Brief Part IV.
- 13 11. Finding that Respondent engaged in bad faith bargaining. (ALJD 26:45; 27:5-30) (A, B). *See*  
14 GC Exhibits 13-28; RSP Exhibits 16-20; RT 280-335, 695-696, 715-736; and Supporting  
15 Brief Part V.
- 16 12. Finding that Respondent unlawfully delayed in providing bargaining proposals. (ALJD  
17 27:30-45; 28:0-5) (A, B). *See* GC Exhibits 13-28; RSP Exhibits 16-20; RT 280-335, 695-  
18 696, 715-736; and Supporting Brief Part V.
- 19 13. Finding that Respondent unlawfully bargained regarding a medical and dental proposal.  
20 (ALJD 28:10-40; 29:5-20) (A, B). *See* RT 754-761; Supporting Brief Part V.
- 21 14. Finding that Respondent did not bargain in good faith regarding wages. (ALJD 29:5-20) (A,  
22 B). *See* RSP Exhibits 16-20; RT 754-764; and Supporting Brief Part V.
- 23 15. Finding that Respondent's various other proposals was bad faith bargaining. (ALJD 29:25-  
24 30) (A, B). *See* GC Exhibits 13-28; RSP Exhibits 16-20; RT 280-335, 695-696, 715-736; and  
25 Supporting Brief Part V.

- 1 16. Finding that Respondent bargained in bad faith on the issue of union security. (ALJD 29:25-  
2 45) (A, B). *See* RT 754-764; and Supporting Brief Part V.
- 3 17. Finding that Respondent’s bargaining positions on sub-contracting and seniority were  
4 unlawful. (ALJD 30:10-30) (A, B). *See* GC Exhibit 18; RT 754-764; and Supporting Brief  
5 Part V.
- 6 18. ALJ’s “Conclusion of Law”, number four. (ALJD 31:0-5) (A, B). *See* evidence cited above  
7 in Exceptions 2-11; and Supporting Brief Part V.
- 8 19. ALJ’s “Conclusion of Law”, number five. (ALJD 31:0-10) (A, B). *See* evidence cited above  
9 in Exceptions 2-11; and Supporting Brief Part V.
- 10 20. ALJ’s “Conclusion of Law”, number six. (ALJD 31:5-10) (A, B). *See* evidence cited above  
11 in Exceptions 2-11; and Supporting Brief Part V.
- 12 21. ALJ’s “Conclusion of Law”, number seven. (ALJD 31:10-15) (A, B). *See* evidence cited  
13 above in Exceptions 2-11; and Supporting Brief Part V.
- 14 22. ALJ’s “Conclusion of Law”, number eight. (ALJD 31:15-20) (A, B). *See* evidence cited  
15 above in Exceptions 2-11; and Supporting Brief Part V.
- 16 23. ALJ’s “Conclusion of Law”, number nine. (ALJD 31:15-20) (A, B). *See* evidence cited  
17 above in Exceptions 2-11; and Supporting Brief Part V.
- 18 24. ALJ’s “Conclusion of Law”, number ten. (ALJD 31:20-25) (A, B). *See* evidence cited above  
19 in Exceptions 2-11; and Supporting Brief Part V.
- 20 25. ALJ’s “Conclusion of Law”, number eleven. (ALJD 31:25-30) (A, B). *See* evidence cited  
21 above in Exceptions 2-11; and Supporting Brief Part V.
- 22 26. ALJ’s “Conclusion of Law”, number twelve. (ALJD 31:25-30) (A, B). *See* evidence cited  
23 above in Exceptions 1, 11-17; and Supporting Brief Part V.
- 24 27. The “Remedy” portion of the Decision in which the ALJ orders Respondent to bargain with  
25 the Union. (ALJD 31:40) (A, B). *See* evidence cited above in Exceptions 1-17; Supporting

1 Brief Parts I-VI.

2 28. The “Remedy” portion of the Decision in which the ALJ imposes an extended six month  
3 bargaining obligation on Respondent. (ALJD 31:45; 32:5-20) (A, B). *See* evidence cited  
4 above in Exceptions 1-17; Supporting Brief Parts I-VI.

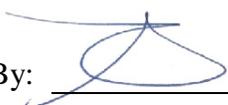
5 29. That Respondent be required to post a notice regarding the alleged violations of the Act.  
6 (ALJD 32:25-40) (A, B). *See* evidence cited above in Exceptions 1-17; Supporting Brief  
7 Parts I-VI.

8 30. The “Order” issued by the ALJ, paragraph 1, sub-paragraphs (a) through (j); and, paragraph 2  
9 sub-paragraphs (a) through (c). (ALJD 34-35) (A, B). *See* evidence cited above in Exceptions  
10 1-17; Supporting Brief Parts I-VI.

11  
12 Respectfully submitted,

13 DATED: November 1, 2017

LAW OFFICES OF SCOTT A. WILSON

14  
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