

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

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WALT DISNEY PARKS AND RESORTS U.S.  
d/b/a WALT DISNEY WORLD,

Case No. 12-UC-203052

Employer,

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 385,

Petitioner,

and

Mary Hogan, *et al.*,

Proposed Intervenor Employees.

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**INTERVENOR EMPLOYEES' MOTION TO INTERVENE  
OR, IN THE ALTERNATIVE, MOTION TO FILE AN  
AMICUS BRIEF IN SUPPORT OF THE EMPLOYER**

Pursuant to Section 102.29 of the National Labor Relations Board's ("NLRB" or "Board") Rules and Regulations, the Administrative Procedure Act, 5 U.S.C. §§ 554 and 702, and well-established Board and federal court case law, Mary Hogan, Penelope Wiggins, Shanan Boger, Michael Wimmer, Lesley Ingles, Janet Knight, Devi Wise, Jennifer Shaw, Gary L. Katz, Therisa Lamb, and Daniel J. Munoz (collectively, "Intervenor Employees") hereby move to intervene in the above-captioned case. Should the Board deny this Motion to Intervene, Intervenor Employees request that the Board consider the contemporaneously filed Request for Review of the Regional Director's Decision and Order Clarifying Bargaining Units ("RD

Decision”) as an amicus brief in support of Disney World Parks and Resorts U.S.’s (“Employer” or “Disney”) Request for Review.

## **INTRODUCTION**

Intervenor Employees are employed by Disney as Ride Service Associates (“RSAs”) to operate the newly formed “Minnie Van” program. TR. 46-80. The “Minnie Van” program is a point-to-point, individualized transportation service. Guests use a Lyft mobile phone application to request on-demand rides to and from specific locations from RSAs driving the so-called “Minnie Vans.” TR. 45, 50. RSAs deliver guests to the specific locations they choose, based on the individual guests’ requests via the Lyft application, all the while offering unique and individualized commentary on the resorts and experiences at Disney. TR. 51. RSAs are required to engage with their guests, enhance their experience, and address any concerns the guests may have regarding their stay, either directly or by contacting the correct guest recovery cast member. TR. 52.

Intervenor Employees were hired in a non-union position. Intervenor Employees are not members of the Teamsters Local 385 (“Union”) and do not wish to be represented by it. *See* Employee Declarations attached as Exhibit A. RSAs, without being consulted or even notified that the Union sought to force them into its bargaining unit, had their Section 7 rights stripped from them when the Regional Director “clarified” them into the Union’s bargaining unit. *See* Ex. A.

On May 8, 2018, Regional Director David Cohen determined that the RSAs should be “clarified” into the Union’s bargaining unit because they allegedly provide the same service as historically provided by Union-represented bus drivers. RD Decision at 16. Pursuant to the RD Decision, RSAs are now exclusively represented by the Union—with no secret ballot vote or any

evidence of employee consent. Intervenor Employees specifically oppose representation by the Union, *see* Ex. A, and seek intervenor status to protect their rights under Section 7 and 9 of the National Labor Relations Act (“NLRA” or “Act”) to refrain from unionization and to choose their representative. Intervenor Employees’ and their RSA colleagues’ have their own rights under NLRA Sections 7 and 9 that are separate and distinct from Disney’s pecuniary interests, and directly contrary to those of the Union. Those rights and interests will not be adequately protected unless the Intervenor Employees are allowed to present their unique arguments opposing their forced placement in a unionized bargaining unit.

In short, pursuant to Section 102.29 of the Board’s Rules and Regulations, the Administrative Procedure Act, 5 U.S.C. §§ 554, 702, and well-established Board and federal court case law, Intervenor Employees seek intervenor status because they have concrete and legally protectable interests in this case that are separate and distinct from the interests of any other party. Intervenor Employees’ interests in this case are precisely what all Board proceedings are designed to protect—their right to choose whether to be represented and who they want to represent them. Since they are the party most affected by this UC petition, Intervenor Employees are a necessary party to these proceedings and this Motion should be granted.

## **ARGUMENT**

### **A. The Board Should Grant Intervention Because Intervenor Employees Satisfy the Requirements of Federal Rule of Civil Procedure Rule 24(a)**

Section 10(b) of the Act allows intervention “[i]n the discretion of the member, agent, or agency conducting the hearing or the Board.” 29 U.S.C. § 160(b). Currently, the Section 102.29 of the Board’s Rules and Regulations provides:

Any person desiring to intervene in any proceeding must file a motion in writing or, if made at the hearing, may move orally on the record, stating the grounds upon which such person claims an interest. Prior to the hearing, such a motion must be filed with the Regional Director issuing the complaint; during the hearing, such motion must be made to the Administrative Law Judge.

Section 102.29 fails to provide any standard pursuant to which intervention will be granted. The Board has recognized that “in rare instances, the Board has permitted posthearing intervention,” in cases where “the fact that the would-be intervenor possessed an interest that could only be protected by granting intervention was apparent.” *The Boeing Co.*, 366 NLRB No. 128, 2018 WL 3456226, at \*2, n.3 (July 17, 2018).<sup>1</sup>

Thus, the Board’s intervention rules and precedent “provide[] no substantive standards or guidance at all on when intervention is or is not proper in agency proceedings.” *Veritas Health Servs., Inc. v. NLRB*, 895 F.3d 69, 89 (D.C. Cir. 2018) (Millet, J., concurring). This “lack of any discernable, consistent standard for granting and denying intervention,” *id.*, denies potential intervenors the ability to protect their own rights and interests.

The Board should adopt the standard for interventions of right under Rule 24(a) of the Federal Rules of Civil Procedure, which has been a consistent, objective, and reliable standard for intervention. *See* Fed. R. Civ. P. 24(a); *see also Veritas Health Services, Inc.*, 895 F.3d at 89 (Millet, J., concurring) (“[I]t remains incumbent on the Board to formulate objective and reliable standards for intervention in its proceedings.”).

Pursuant to FRCP 24(a), intervention of right depends upon four factors:

(1) the motion to intervene is timely; (2) the movant ‘claims an interest relating to the property or transaction that is the subject of the action’; (3) the movant ‘is so situated that disposing of the action may as a practical matter impair or impede

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<sup>1</sup> In *Boeing*, the Board denied the union’s intervention. In that case, the union seeking intervention had no direct interest in the case, which is clearly distinguishable from the case at issue here, where Intervenor Employees are the most directly affected party in this matter, as demonstrated by their declarations in Ex. A.

the movant's ability to protect its interest'; and (4) the movant's interest is not adequately represented by existing parties.

*Fund For Animals, Inc. v. Norton*, 322 F.3d 728, 731 (D.C. Cir. 2003) (quoting *Mova Pharm. Corp. v. Shalala*, 140 F.3d 1060, 1074 (D.C. Cir. 1998)); see *Williams & Humbert Ltd. v. W. & H. Trade Marks (Jersey) Ltd.*, 840 F.2d 72 (D.C. Cir. 1988). The Board should adopt this consistent standard and grant intervention because, as discussed below, Intervenor Employees meet these factors.

### **1. Intervenor Employees' Intervention Is Timely**

This Motion to Intervene is being filed as timely as possible based on the Union's failure to provide Intervenor Employees with notice of its intention to vacuum them in to its bargaining unit, and the Board's failure to require that notice be given to the affected employees. Intervenor Employees were not aware of the Union's filing of this UC petition, which directly affects their interests and rights, until after the Regional Director had ruled. See Ex. A. Inexplicably, NLRB Rules and Regulations do not require the Union or the Region to notify affected employees of legal proceedings to "clarify" them into a bargaining unit, despite the fact that it is their rights that are at issue in such matters. See NLRB Rules & Regulations, Subpart D. Moreover, the Union never notified Intervenor Employees that it intended to force them to join its bargaining unit, nor did its agents approach them to see if they wanted to be represented by the Union. See Ex. A.

This lack of notice prevented Intervenor Employees from intervening at an earlier stage in these proceedings to protect their legal rights and interests. Moreover, the harm to Intervenor Employees is now even more concrete given the Union's unfair labor practice charges against Disney for refusal to bargain, and its letter demanding wholesale changes to the RSAs' terms and conditions of employment. See Disney's Renewed Motion to Stay, Exs. A, B.

Finally, Intervenor Employees' intervention in this matter will not delay or prejudice the parties based on the time of their filing. Intervenor Employees filed this Motion to Intervene and accompanying Request for Review before any further proceedings on the merits have occurred. The Board has not yet ruled on Disney's Request for Review or asked for any additional merits-based briefing. Intervenor Employees are intervening at the earliest stage of the litigation of which they were aware, and before the Board has decided whether to grant review. *See United States Postal Serv.*, Case No. 05-CA-122166, Order Denying Motion, 2015 WL 3932157 (NLRB June 25, 2015) (denying intervention as untimely because the motion was filed *after* the Board issued its order on the merits). Such an intervention cannot prejudice any party, as any arguments the Union may wish to refute can be covered during briefing, should the Board grant review of the RD Decision.

Given that the Union (and Region) kept the employees most affected by the clarification in the dark before the Request for Review stage, the Union's attempts to change RSAs terms and conditions of employment without their consent or input, and the lack of prejudice to any existing party by Intervenor Employees' intervention, the timeliness factor should militate in favor of granting intervention.

## **2. Intervenor Employees Have a Strong Interest in the Outcome of this Litigation**

Intervenor Employees possess a strong interest in opposing the unit clarification or accretion that forces them into Union representation. *See Fund for Animals*, 322 F.3d at 735 (whether action will impede interest depends on "practical consequences of denying intervention, even where the possibility of future challenge to the regulation remain[s] available") (internal quotations omitted); *cf. Mulhall*, 618 F.3d at 1286-87 (recognizing that employees are harmed by forced representation of an unwanted union). It is Intervenor Employees and their fellow RSAs

who will be most affected by any unit clarification. Their terms and conditions of employment are subject to wholesale changes, *see* Disney Renewed Motion to Stay at Ex. A, and it is their Section 7 and 9 rights at stake, not the Union's or Disney's. *See Lechmere, Inc. v. NLRB*, 502 U.S. 527, 532 (1992) (“the NLRA confers rights only on *employees*”); *Colo. Fire Sprinkler*, 891 F.3d 1031, 1038 (D.C. Cir. 2018) (“The *raison d'être* of the National Labor Relations Act's protections for union representation is to vindicate the *employees*' right to engage in collective activity and to empower *employees* to freely choose their own labor representatives.”); *McCormick Constr. Co.*, 126 NLRB 1246, 1259-60 (1960) (quoting *Shoreline Enters. of Am., Inc. v. NLRB*, 262 F.2d 933, 944 (5th Cir. 1959)) (“The National Labor Relations Board is not just an umpire to referee a game between an employer and a union. It is also a guardian of individual employees.”).

General Counsel Peter Robb recognized this principle in Memorandum GC 18-06 (Aug. 1, 2018). Responding to a series of motions to intervene by decertification petitioners and other employees, GC Robb directed Regions not to oppose timely motions to intervene by employees in proceedings related to representation issues. *Id.* The General Counsel stated that such an individual “has a sufficiently direct interest in the outcome of related ULP litigation” because the outcome of the litigation could affect the interested employees' representational status.

The same principle applies here. It is Employee Intervenors' rights at stake, just like the petitioners the General Counsel refers to in GC Memo 18-06. As in that GC Memo, Employee Intervenors have a direct and sufficient interest in the outcome of the Union's petition, namely the determination of whether they will be forced into the Union's bargaining unit and forced to accept Union representation, and are entitled to intervene.

### **3. Disposition of this Matter Will Preclude Intervenor Employees from Protecting Their Interests**

The disposition of this matter will result in a final determination regarding Intervenor Employees' representational rights under the Act. If the RD Decision is upheld, Intervenor Employees and their fellow RSAs will be "clarified" into the Union's represented bargaining unit without their consent and without further recourse. The Union will have full control over their terms and conditions of employment, something that Intervenor Employees do not want. *See* Ex. A. The Union has already attempted to bargain for their terms and conditions of employment. *See* Disney's Renewed Motion to Stay, Ex. A. Exclusion from this proceeding would disable Intervenor Employees from protecting both their fundamental rights under the Act and the current terms and conditions of employment they enjoy.

### **4. Intervenor Employees' Interests Are Not Protected By Any Current Party**

Intervenor Employees' interests are not protected by any current party to this proceeding. The showing needed to prove that a movant's interest is not protected by current parties is "not onerous." *Fund for Animals*, 322 F.3d at 735 (quoting *Dimond v. D.C.*, 792 F.2d 179, 192 (D.C. Cir. 1986)). The movant need only show that the current representation "'may be' inadequate." *Id.* Courts have held that divergent interests between parties are enough to satisfy the low bar of inadequate representation. *See id.*; *see also Trbovich v. United Mine Workers*, 404 U.S. 528, 539 (1972). Most employees attempting to intervene to defend their own rights easily meet that standard, since their Section 7 interest in free choice diverges from their employer's pecuniary interests. *See Fund for Animals*, 322 F.3d at 735 (interest is not lessened by intervenor's ability to "reverse an unfavorable ruling by bringing a separate lawsuit") (citations omitted).

Consistent with the premise of the Act, both the Board and the federal courts have resoundingly rejected the notion of an employer serving as the “vindicator of its employees’ organizational freedom.” *Corrections Corp. of Am.*, 347 NLRB 632, 655 n.3 (2006) (citing *Auciello Iron Works*, 517 U.S. 781, 792 (1996)). By very definition, “[t]he employer has its self-interest to watch over and those interests are not necessarily aligned with those of its employees.” *Id.* Accordingly, “[t]he Board is . . . entitled to suspicion when faced with an employer’s benevolence as its workers’ champion against their certified union . . . .” *Auciello*, 517 U.S. at 790. This holds true even when dealing with employers who are acting on good faith beliefs about their employees’ preferences, because reliance on the employer “would place in permissibly careless employer . . . hands the power to completely frustrate employee realization of the premise of the Act . . . to assure freedom of choice and majority rule in employee selection of representatives.” *Int’l Ladies’ Garment Workers’ Union v. NLRB*, 366 U.S. 731, 738-39 (1961); *Auciello*, 517 U.S. at 790; *Colorado Fire Sprinkler*, 891 F.3d 1038. Indeed, if Disney is such a vindicator of employee rights, what is the purpose of the Union’s representation at all?

Here, even though Intervenor Employees’ interests may overlap those of their Employer, the defense of those interests will necessarily be undertaken from each party’s unique perspective. Although Disney might desire the same result as Intervenor Employees, it is not in a position to speak for them. For example, Disney’s economic interests could lead it to settle the case or drop any appeal to save itself the cost and disruption of further litigation. For business or financial reasons, any rational employer might choose to settle cases and accept an unpopular union despite employees’ overwhelming opposition. *See Nova Plumbing*, 330 F.3d at 537; *see also Duane Reade, Inc.*, 338 NLRB 943 (2003) (employer unlawfully supports organizing drive by its favored union).

Plainly stated, Disney has business interests to defend while Intervenor Employees and their fellow RSAs have statutory rights to vindicate. Without intervention and full party status, Intervenor Employees are powerless to contest the imposition of Union representation. Even if Disney vigorously contests these unit clarification proceedings now, there is no guarantee that it will continue to do so, or will assert the Section 7 and 9 rights that Intervenor Employees are asserting. Consequently, there is a substantial risk that employees—the only individuals whose interests these proceedings are intended to protect—will be denied a voice in these proceedings.

One case to consider is *Local 57, International Ladies' Garment Workers' Union v. NLRB*, 374 F.2d 295 (D.C. Cir. 1967). There, the court ruled the employer violated the NLRA by maintaining a “runaway shop” that unlawfully had moved from New York to Florida. The Board did not order the employer to move back to New York, but instead ordered the employer to recognize the union at its new Florida operation, notwithstanding the absence of evidence that any of the Florida-based employees desired union representation. A 2-1 majority of the D.C. Circuit refused to enforce the Board’s order to recognize the union in Florida, holding that the order was both punitive and violative of those Florida-based employees’ Section 7 rights. In doing so, the majority recognized that the Florida-based employees were not represented in the case, because no other litigant could realistically speak for them. *Id.* at 300 (“That these Florida workers are not before us asserting their legally protected right to freedom of choice of a bargaining agent is not controlling. Indeed their very absence indicates the need for this court to carefully scrutinize the Board’s remedy.”). Even the dissenting judge noted that the absence of the Florida-based employees from the case made his job more difficult. “[T]he extent to which [the Florida employees] feel aggrieved by this circumstance is wholly speculative, since none of

them are before us complaining of the deprivation of their freedom of choice.” *Id.* at 304 (McGowan, J., concurring in part, dissenting in part).

Here, there is no need for speculation. Intervenor Employees seek to argue for their own interests, in opposition to the Union and its attempt to corral them into the union through a unit clarification. Intervention will insure that the Board has no doubt where employees stand on the representational issues presented here.

In short, federal courts have permitted employees to intervene in a variety of settings to protect their own statutory interests, and this case is no different. The Board must do the same, and it should take the opportunity to establish a “discernible, consistent standard for granting and denying intervention in agency proceedings.” *Veritas Health Servs. Inc.*, 895 F.3d at 89 (Millet, J., concurring); *see also Novelis Corp. v. NLRB*, 885 F.3d 100 (2d Cir. 2018) (employees who opposed the union and the *Gissel* bargaining order were allowed to intervene by both the ALJ and the Board); *Novelis Corp.*, Case No. 03-CA- 121293 (unpublished Board Order upholding employees’ intervention) (Sept. 12, 2014); *Novelis Corp.*, 364 NLRB No. 101, n.1 (Aug. 26, 2016).

### **B. The Fundamental Purpose of the Act Support Intervention**

Intervenor Employees’ interests in this case lie at the very heart of the Act, and are precisely what all Board proceedings are designed to protect—employees’ right to choose or reject collective bargaining representatives.<sup>2</sup> “[U]nder Section 9(a), the rule is that the

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<sup>2</sup> Section 7, in pertinent part, provides:

Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities . . . .

29 U.S.C. § 157.

employees pick the union; the union does not pick the employees.” *Colorado Fire Sprinkler, Inc.*, 891 F.3d at 1038.

Both the Board and the Supreme Court have noted that the primary focus of the Act is the expansion and protection of employee rights – not the rights of unions or employers. In fact, “the NLRA confers rights *only on employees*,” and any privileges a labor union enjoys are merely derivative of the employees’ Section 7 rights. *Lechmere, Inc. v. NLRB*, 502 U.S. 527, 532 (1992) (emphasis added); *New York New York, LLC*, 356 NLRB 907, 914 (2011); *Leslie Homes, Inc.*, 316 NLRB 123, 127 (1995). “If the rights of employees are being disregarded,” it is incumbent upon the Board “to take affirmative action to effectuate the policies of the Act” and ensure that “those rights be restored.” *McCormick Const. Co.*, 126 NLRB 1246, 1259 (1960); *see also id.* at 1259-60 (emphasis added) (quoting *Shoreline Enter. of Am., Inc. v. NLRB*, 262 F.2d 933, 944 (5th Cir. 1959)) (“The National Labor Relations Board is not just an umpire to referee a game between an employer and a union. It is also a *guardian of individual employees*. Their voice, though still and small, commands a hearing.”).

In this case, Intervenor Employees do not want to be represented by the Union. *See Ex. A*. Irrespective of these employee preferences (and without notifying them), the Union filed a UC petition to force RSAs to be represented by the Union. The Regional Director, without considering the preferences of RSAs or even notifying them about the proceedings, “clarified” the unit to include them.

To exclude Intervenor Employees from these proceedings would inflict irreparable damage on the very rights the Act is designed exclusively to protect. The Board simply cannot accomplish its statutory charge of providing a voice to, and vindicating the rights of, employees if it refuses to provide them with any meaningful role in the process. To the contrary, such a

result would serve as a glaring example of how the Board's processes can utterly disregard employees' rights and preferences by imposing unwanted collective bargaining relationships upon them. *See Nova Plumbing, Inc. v. NLRB*, 330 F.3d 531, 537 (D.C. Cir. 2003) ("By focusing exclusively on employer and union intent, the Board has neglected its fundamental duty to protect employee section 7 rights, opening the door to . . . egregious violations . . ."). Therefore, the Board must allow Intervenor Employees to intervene in this proceeding to protect their Section 7 rights.

### **C. Permitting Intervention Is Consistent with Board Precedent**

In a wide variety of circumstances, the Board's rules and the Administrative Procedure Act permit employees to intervene in NLRB cases. Most relevant to this analysis, the Board has held that where employees' right to determine their representative is at stake, they possess a concrete and legally sufficient interest to justify intervention. Indeed, this was powerfully recognized by the General Counsel in GC Memo 18-06 (Aug. 1, 2018), ordering Regional Directors to stop opposing employee intervention in cases related to their representational preferences. Applying that analysis to the facts and circumstances here, it is clear that permitting Intervenor Employees to intervene is both appropriate and necessary.

The Board has granted employees' requests to intervene in a variety of other circumstances as well, and this case is not appreciably different. In one highly publicized case, *IAM, District Lodge 751 (Boeing Co.)*, No. 19-CA-32431 (Order, June 20, 2011), the Board granted employees a qualified intervention. Ex. B. There, three non-union employees in South Carolina sought intervention in a case where the General Counsel attempted to terminate work being performed at their facility and transfer it to a unionized facility elsewhere. The complaint alleged that Boeing's decision to open a production line in South Carolina was a form of

retaliation against the union for striking at the employer's facilities in Washington. The ALJ denied the employees' motion to intervene, but the Board reversed, holding that those employee-intervenors had articulated a sufficient interest in the case, namely, the right to choose to be non-union and to preserve their jobs. The same analysis holds true here.

In analogous circumstances, an ALJ granted employees' Motion to Intervene in *Renaissance Hotel Operating Co.* No. 28-CA-113793, Ex. C. There, a union filed "blocking charges" claiming that employer taint should block employees' decertification petitions. ALJ Montemayor granted the decertification petitioners' motion to intervene. In allowing them to intervene to protect their petition, he stated: "As conceded by the Regional Director . . . , the matters presented in this case 'may be of import and interest to the Petitioners.' I concur and find these matters to be of 'import and interest' sufficient to warrant intervention." That is clearly true here as well. *See also* Ex. D (*Pacific Publ'g Co.*, No. 19-CA-099017 (ALJ Order Granting Limited Intervenor Status, Apr. 28, 2014)).

Similarly, in *New England Confectionary Co.*, 356 NLRB No. 68 (2010), the Board allowed a decertification petitioner to intervene in an unfair labor practice case filed against his employer that alleged unlawful assistance with a decertification petition. The Board recognized that a party with a concrete interest in the proceedings has the right to intervene, *e.g.*, where an employee's decertification petition is challenged.

*Camay Drilling Co.*, 239 NLRB 997 (1978), is also instructive. There, the trustees of various union pension funds moved to intervene, claiming that the trusts they administered may be entitled to receive increased fringe benefit contributions depending on the results of the underlying case. The trustees asserted that they had a direct financial interest in "both the resolution of the alleged unfair practices *and* in any remedy fashioned by the Board." *Id.*

(emphasis added). The ALJ denied the trustees' motion to intervene on the ground that they would have no interest in the case until he first decided the threshold issue, *i.e.*, whether the Act had been violated. Thus, in the ALJ's view, the trustees' interest would not manifest itself until the NLRB were to hold a compliance proceeding, if indeed it were to hold one. On appeal, the Board reversed. Relying on Section 554(c) of the Administrative Procedure Act,<sup>3</sup> the Board held that the trustees must be allowed intervenor status at an early stage to challenge the ultimate remedy being sought. Further, the Board noted that the trustees' interests were not necessarily identical to those of the charging party and, therefore, could not adequately be protected without the trustees' actual participation. The same analysis holds true here.<sup>4</sup>

In short, a litany of Board cases supports Intervenor Employees' right to be heard in this matter. To deny their Motion to Intervene, the Board would have to depart from the rationale of the preceding cases and conclude that RSAs have no interest in this case, or that Disney will fully and adequately represent Intervenor Employees' and their fellow RSAs' interests. As discussed above, although Disney will no doubt ably represent its own interests in opposing this

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<sup>3</sup> Section 554(c) of the Administrative Procedure Act provides, in pertinent part:  
“[t]he agency shall give all interested parties opportunity for- (1) the submission and consideration of facts, arguments, offers of settlement, or proposals of adjustment when time, the nature of the proceeding, and the public interest permit . . . .”

<sup>4</sup> Finally, many other cases support intervention. In *Gary Steel Products Corp.*, 144 NLRB 1160, 1160 n.1, 1162 (1963), the Board permitted an employee to intervene on behalf of himself and sixty-two other employees in a case concerning a union's misrepresentations to employees during an organizing campaign. The employer had refused to bargain with the union that filed the unfair labor practice charge, and the Board held it appropriate for the affected employees to participate in the case to assert their own rights and to help their employer's defense. *See also J.P. Stevens & Co.*, 179 NLRB 254, 255 (1969) (ALJ permitted employees who had signed authorization cards to intervene); *Washington Gas Light Co.*, 302 NLRB 425, 425 n.1 (1991) (employee allowed to intervene in a dispute between the union and employer about his dues check off authorization); *Sagamore Shirt Co.*, 153 NLRB 309, 309 n.1 (1965) (the Board allowed sixty-four employees to intervene to establish a claim that they constituted a majority of the employees and did not wish union representation).

unit clarification, many factors make it almost certain that its interests could diverge from those of Intervenor Employees and their fellow RSAs. Even when these interests do overlap, Disney has no Section 7 rights to vindicate, which are the only rights the Act is concerned with protecting. *Lechmere*, 502 U.S. at 532. Thus, the Board should allow Intervenor Employees to intervene in this matter.

### CONCLUSION

Intervenor Employees' Motion to Intervene should be granted. Intervenor Employees have tangible interests at stake, separate and distinct from those of Disney. Both the Regional Director and Teamsters Local 385 seek to impose unwanted union representation on them, in violation of their Section 7 and 9 rights. The Board should also accept the simultaneously filed Request for Review. In the alternative, the Board should accept the aforementioned Request for Review as an amicus in support of the Employer's Request for Review.

Respectfully submitted,

Date: August 9, 2018

/s/Alyssa K. Hazelwood  
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*Attorneys for Employee-Intervenors*

# Exhibit A

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

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WALT DISNEY PARKS AND RESORTS U.S.  
d/b/a WALT DISNEY WORLD,

Employer

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INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 385,

Petitioner

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**DECLARATION OF MARY HOGAN**

Mary Hogan, pursuant to Section 1746 of the U.S. Judicial Code, 28 U.S.C. § 1746, declares that she has personal knowledge of all of the facts contained herein, and further states as follows:

1. I am employed as a Ride Service Associate (“RSA Employee”) by Disney World Parks and Resorts U.S. (“Disney”).
2. I have worked at Disney since February 2016. From then until October 2016, I was a Front Desk Cashier, which was a union position. I was not part of the union. From October 2016 until May 2017, I worked at the Disney Reservation Center, which was an Office & Technical position. I have worked as an RSA cast member since May 30, 2017. I am not a member of Teamsters Local 385 and have never been a member.

3. I have been treated very fairly by management at Disney without union representation. I feel no need for Teamster representation, because the RSA Employees have very good working conditions, and have no need for any union's representation.
4. I have never asked Teamsters or any other union to represent me in my job at Disney, nor has the Teamsters asked me my views on whether I wanted to be subject to their representation.
5. I know of no RSA Employees who have sought union representation.
6. I did not learn of the Teamsters' attempt to force me and my fellow RSA Employees into a Teamster-represented bargaining unit until after the NLRB Regional Director approved the Teamsters' request for a unit clarification.
7. The Teamsters did not inform me of its NLRB action designed to force me into being represented by the Union. I learned about it when I read a tweet that mentioned it.
8. All of the RSA Employees whom I know oppose union representation.
9. I am very concerned that if the Teamsters become the exclusive bargaining agent of RSA Employees I will lose my ability to utilize the Disney 401k program and will be forced into the Teamster sponsored pension plan.
10. Many RSA Employees and I have accumulated non-bargaining unit seniority, I am concerned that I will lose that seniority if forced into a Teamsters bargaining unit, if seniority is based upon time accumulated in that bargaining unit.
11. I and other RSA Employees are concerned that if we are forced into a Union

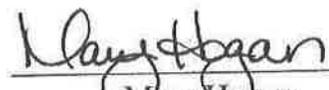
bargaining unit, we will have to start at Union wage scale base pay and that will cost us substantial income.

12. The Disney bus drivers and the RSA Employees have very different working conditions and concerns, with no community of interest whatsoever. The bus drivers follow specific routes, are not directed by customers, do not provide individualized tour information to customers as do RSA Employees, and do not promote the vehicles they drive. Each of those activities set the bus drivers far apart from the RSA Employees. Furthermore, the RSA Employees are not affected by many of the bus drivers' concerns that are the subject of their collective bargaining agreement, such as specific rest periods, scheduling issues, and bidding for specific routes.

13. I believe that if the RSA Employees ever desire to be unionized, that should occur only through a secret ballot election and not a legalistic "unit clarification" process done by union lawyers without our knowledge or consent.

14. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on July 9, 2018.

  
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Mary Hogan

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TEAMSTERS, LOCAL 385,

Petitioner

**DECLARATION OF MICHAEL WIMMER**

Michael Wimmer, pursuant to Section 1746 of the U.S. Judicial Code, 28 U.S.C. § 1746, declares that he has personal knowledge of all of the facts contained herein, and further states as follows:

- I am employed as a Ride Service Associate (“RSA Employee”) by Disney World Parks and Resorts U.S. (“Disney”).
- I have worked at Disney since May 30, 2008. I have been in a Union role up until becoming an RSA with the exception of June 14, 2015 to Oct 30 2015 and June 12, 2016 to May 20, 2017 when I worked in temporary non-union roles. I have worked as an RSA cast member since January 14 , 2017. I am not a member of Teamsters Local 385 and have never been a member.

- I have been treated very fairly by management at Disney without union representation. I feel no need for Teamster representation, because the RSA Employees have very good working conditions, and have no need for any union's representation.
- I have never asked Teamsters or any other union to represent me in my job at Disney, nor has the Teamsters asked me my views on whether I wanted to be subject to their representation.
- I know of no RSA Employees who have sought union representation.
- I did not learn of the Teamsters' attempt to force me and my fellow RSA Employees into a Teamster-represented bargaining unit until after the NLRB Regional Director approved the Teamsters' request for a unit clarification.
- The Teamsters did not inform me of its NLRB action designed to force me into being represented by the Union. I learned about it when read a post on Facebook referencing a news article that was published.
- All of the RSA Employees whom I know oppose union representation.
- I am very concerned that if the Teamsters become the exclusive bargaining agent of RSA Employees I will lose my ability to utilize the Disney 401k program and will be forced into the Teamster sponsored pension plan.
- Many RSA Employees and I have accumulated non-bargaining unit seniority, I am concerned that I will lose that seniority if forced into a Teamsters bargaining unit, if seniority is based upon time accumulated in that bargaining unit.

- I and other RSA Employees are concerned that if we are forced into a Union bargaining unit, we will have to start at Union wage scale base pay and that will cost us substantial income.
- The Disney bus drivers and the RSA Employees have very different working conditions and concerns, with no community of interest whatsoever. The bus drivers follow specific routes, are not directed by customers, do not provide individualized tour information to customers as do RSA Employees, and do not promote the vehicles they drive. Each of those activities set the bus drivers far apart from the RSA Employees. Furthermore, the RSA Employees are not affected by many of the bus drivers' concerns that are the subject of their collective bargaining agreement, such as specific rest periods, scheduling issues, and bidding for specific routes.
- I believe that if the RSA Employees ever desire to be unionized, that should occur only through a secret ballot election and not a legalistic "unit clarification" process done by union lawyers without our knowledge or consent.
- I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on July 10, 2018.



---

Michael Wimmer

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

---

WALT DISNEY PARKS AND RESORTS U.S.  
d/b/a WALT DISNEY WORLD,

Employer

Case No. 12-UC-203052

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 385,

Petitioner

---

**DECLARATION OF LESLIE INGLES**

Leslie Ingles, pursuant to Section 1746 of the U.S. Judicial Code, 28 U.S.C. § 1746, declares that she has personal knowledge of all of the facts contained herein, and further states as follows:

1. I am employed as a Ride Service Associate (“RSA Employee”) by Disney World Parks and Resorts U.S. (“Disney”).
2. I have worked at Disney since I have worked at Disney since 2015. From then until December 2, 2017 under a union position, not as a member of local 385. I have worked as an RSA cast member since December 3, 2017. I am not a member of Teamsters Local 385 and have never been a member.
3. I have been treated very fairly by management at Disney without union representation. I feel no need for Teamster representation, because the RSA Employees have very good working conditions, and have no need for any

union's representation.

4. I have never asked Teamsters or any other union to represent me in my job at Disney, nor has the Teamsters asked me my views on whether I wanted to be subject to their representation.
5. I know of no RSA Employees who have sought union representation.
6. I did not learn of the Teamsters' attempt to force me and my fellow RSA Employees into a Teamster-represented bargaining unit until after the NLRB Regional Director approved the Teamsters' request for a unit clarification.
7. The Teamsters did not inform me of its NLRB action designed to force me into being represented by the Union. I learned about it from other RSA employees.
8. All of the RSA Employees whom I know oppose union representation.
9. I am very concerned that if the Teamsters become the exclusive bargaining agent of RSA Employees I will lose my ability to utilize the Disney 401k program and will be forced into the Teamster sponsored pension plan.
10. Many RSA Employees and I have accumulated non-bargaining unit seniority, I am concerned that I will lose that seniority if forced into a Teamsters bargaining unit, if seniority is based upon time accumulated in that bargaining unit.
11. I and other RSA Employees are concerned that if we are forced into a Union bargaining unit, we will have to start at Union wage scale base pay and that will cost us substantial income.
12. The Disney bus drivers and the RSA Employees have very different working conditions and concerns, with no community of interest whatsoever. The bus

drivers follow specific routes, are not directed by customers, do not provide individualized tour information to customers as do RSA Employees, and do not promote the vehicles they drive. Each of those activities set the bus drivers far apart from the RSA Employees. Furthermore, the RSA Employees are not affected by many of the bus drivers' concerns that are the subject of their collective bargaining agreement, such as specific rest periods, scheduling issues, and bidding for specific routes.

13. I believe that if the RSA Employees ever desire to be unionized, that should occur only through a secret ballot election and not a legalistic "unit clarification" process done by union lawyers without our knowledge or consent.

14. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on July 10, 2018.

A handwritten signature in cursive script that reads "Lesley Ingles". The signature is written in black ink and is positioned above a horizontal line.

Lesley Ingles

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

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WALT DISNEY PARKS AND RESORTS U.S.  
d/b/a WALT DISNEY WORLD,

Employer

Case No. 12-UC-203052

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 385,

Petitioner

---

**DECLARATION OF JANET KNIGHT**

I, Janet KNIGHT, pursuant to Section 1746 of the U.S. Judicial Code, 28 U.S.C. § 1746, declares that she has personal knowledge of all of the facts contained herein, and further states as follows:

1. I am employed as a Ride Service Associate (“RSA Employee”) by Disney World Parks and Resorts U.S. (“Disney”).
2. I’ve worked at Disney since 11/12/2013. I’ve been an RSA since July of 2017. My other locations were merchandise in the parks. I have worked as an RSA cast member since May 30, 2017. I am not a member of Teamsters Local 385 and do not believe that I have ever been a member.
3. I have been treated very fairly by management at Disney without union representation. I feel no need for Teamster representation, because the RSA Employees have very good working conditions, and have no need for any union’s representation.
4. I have never asked Teamsters or any other union to represent me in my job at Disney, nor has the Teamsters asked me my views on whether I wanted to be subject to their representation.
5. I know of no RSA Employees who have sought union representation.
6. I did not learn of the Teamsters’ attempt to force me and my fellow RSA Employees into a Teamster-represented bargaining unit until after the NLRB Regional Director approved the Teamsters’ request for a unit clarification.
7. The Teamsters did not inform me of its NLRB action designed to force me into being represented by the Union. I don’t recall how I learned that the Teamsters were forcing us into their bargaining unit but I believe it was on a blog and I was horrified. All of the RSA Employees whom I know oppose union representation.
8. I am very concerned that if the Teamsters become the exclusive bargaining agent of RSA Employees I will lose my ability to utilize the Disney 401k program and will be forced into the Teamster sponsored pension plan.
9. Many RSA Employees and I have accumulated non-bargaining unit seniority, I am concerned that I will lose that seniority if forced into a Teamsters bargaining unit, if seniority is based upon time accumulated in that bargaining

unit.

10. I and other RSA Employees are concerned that if we are forced into a Union bargaining unit, we will have to start at Union wage scale base pay and that will cost us substantial income.
11. The Disney bus drivers and the RSA Employees have very different working conditions and concerns, with no community of interest whatsoever. The bus drivers follow specific routes, are not directed by customers, do not provide individualized tour information to customers as do RSA Employees, and do not promote the vehicles they drive. Each of those activities set the bus drivers far apart from the RSA Employees. Furthermore, the RSA Employees are not affected by many of the bus drivers' concerns that are the subject of their collective bargaining agreement, such as specific rest periods, scheduling issues, and bidding for specific routes.
12. I believe that if the RSA Employees ever desire to be unionized, that should occur only through a secret ballot election and not a legalistic "unit clarification" process done by union lawyers without our knowledge or consent.
13. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on July 11, 2018.



Janet Knight

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

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WALT DISNEY PARKS AND RESORTS U.S.  
d/b/a WALT DISNEY WORLD,

Employer

Case No. 12-UC-203052

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 385,

Petitioner

---

**DECLARATION OF PENELOPE WIGGINS**

I Penelope Wiggins, pursuant to Section 1746 of the U.S. Judicial Code, 28 U.S.C. § 1746, declares that she has personal knowledge of all of the facts contained herein, and further states as follows:

1. I am employed as a Ride Service Associate ("RSA Employee") by Disney World Parks and Resorts U.S. ("Disney").
2. I have worked at Disney since April 29, 06. I am not a member of Teamsters Local 385 and have never been a member .
3. I have been treated very fairly by management at Disney without union representation. I feel no need for Teamster representation, because the RSA Employees have very good working conditions, and have no need for any union's representation.

4. I have never asked Teamsters or any other union to represent me in my job at Disney, nor has the Teamsters asked me my views on whether I wanted to be subject to their representation.
5. I know of no RSA Employees who have sought union representation.
6. I did not learn of the Teamsters' attempt to force me and my fellow RSA Employees into a Teamster-represented bargaining unit until after the NLRB Regional Director approved the Teamsters' request for a unit clarification.
7. The Teamsters did not inform me of its NLRB action designed to force me into being represented by the Union. I learned about it when at an RSA meeting and RSA employees started asking the RSA leaders about it.
8. All of the RSA Employees whom I know oppose union representation.
9. I am very concerned that if the Teamsters become the exclusive bargaining agent of RSA Employees I will lose my ability to utilize the Disney 401k program and will be forced into the Teamster sponsored pension plan.
10. Many RSA Employees and I have accumulated non-bargaining unit seniority, I am concerned that I will lose that seniority if forced into a Teamsters bargaining unit, if seniority is based upon time accumulated in that bargaining unit.
11. I and other RSA Employees are concerned that if we are forced into a Union bargaining unit, we will have to start at Union wage scale base pay and that will cost us substantial income.
12. The Disney bus drivers and the RSA Employees have very different working conditions and concerns, with no community of interest whatsoever. The bus

drivers follow specific routes, are not directed by customers, do not provide individualized tour information to customers as do RSA Employees, and do not promote the vehicles they drive. Each of those activities set the bus drivers far apart from the RSA Employees. Furthermore, the RSA Employees are not affected by many of the bus drivers' concerns that are the subject of their collective bargaining agreement, such as specific rest periods, scheduling issues, and bidding for specific routes.

13. I believe that if the RSA Employees ever desire to be unionized, that should occur only through a secret ballot election and not a legalistic "unit clarification" process done by union lawyers without our knowledge or consent.

14. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on July 11, 2018.



---

Penelope Wiggins

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

---

WALT DISNEY PARKS AND RESORTS U.S.  
d/b/a WALT DISNEY WORLD,

Employer

Case No. 12-UC-203052

and

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS. LOCAL 385.

Petitioner

---

**DECLARATION OF GARY KATZ**

Gary Katz, pursuant to Section 1746 of the U.S. Judicial Code, 28 U.S.C. § 1746, declares that he has personal knowledge of all of the facts contained herein, and further states as follows:

1. I am employed as a Ride Service Associate ("RSA Employee") by Disney World Parks and Resorts U.S. ("Disney").
2. I have worked at Disney since Aug. 2011. From then until now, never been a union member. I have worked as an RSA cast member since August 27, 2017. I am not a member of Teamsters Local 385 and have never been a member.
3. I have been treated very fairly by management at Disney without union representation. I feel no need for Teamster representation, because the RSA Employees have very good working conditions, and have no need for any

union's representation.

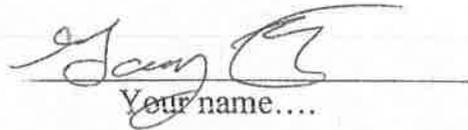
4. I have never asked Teamsters or any other union to represent me in my job at Disney, nor has the Teamsters asked me my views on whether I wanted to be subject to their representation.
5. I know of no RSA Employees who have sought union representation.
6. I did not learn of the Teamsters' attempt to force me and my fellow RSA Employees into a Teamster-represented bargaining unit until after the NLRB Regional Director approved the Teamsters' request for a unit clarification.
7. The Teamsters did not inform me of its NLRB action designed to force me into being represented by the Union. I learned about it when I saw it on the local news. The Teamsters Union never informed us about it.
8. All of the RSA Employees whom I know oppose union representation.
9. I am very concerned that if the Teamsters become the exclusive bargaining agent of RSA Employees I will lose my ability to utilize the Disney 401k program and will be forced into the Teamster sponsored pension plan.
10. Many RSA Employees and I have accumulated non-bargaining unit seniority, I am concerned that I will lose that seniority if forced into a Teamsters bargaining unit, if seniority is based upon time accumulated in that bargaining unit.
11. I and other RSA Employees are concerned that if we are forced into a Union bargaining unit, we will have to start at Union wage scale base pay and that will cost us substantial income.
12. The Disney bus drivers and the RSA Employees have very different working

conditions and concerns, with no community of interest whatsoever. The bus drivers follow specific routes, are not directed by customers, do not provide individualized tour information to customers as do RSA Employees, and do not promote the vehicles they drive. Each of those activities set the bus drivers far apart from the RSA Employees. Furthermore, the RSA Employees are not affected by many of the bus drivers' concerns that are the subject of their collective bargaining agreement, such as specific rest periods, scheduling issues, and bidding for specific routes.

13. I believe that if the RSA Employees ever desire to be unionized, that should occur only through a secret ballot election and not a legalistic "unit clarification" process done by union lawyers without our knowledge or consent.

14. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on July 12, 2018.

  
Your name....

# Exhibit B

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

THE BOEING COMPANY

and

Case No. 19-CA-32431

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
DISTRICT LODGE 751, affiliated with  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

ORDER

On June 1, 2011, three individuals – Dennis Murray, Cynthia Ramaker, and Meredith Going, Sr. – filed a joint motion to intervene in the above-captioned case. These individuals state that they are current employees of The Boeing Company working in Boeing’s North Charleston facility or other related facilities located nearby. They claim to have “a direct and tangible stake in the outcome of this case because their employment will almost certainly be affected or even terminated if the General Counsel’s proposed remedy is imposed.” Motion to Intervene, p. 3.

By order dated June 2, 2011, the Regional Director for Region 19 referred the motion to Administrative Law Judge Clifford H. Anderson for disposition. Thereafter, Judge Anderson issued an Order providing the parties an opportunity to submit statements of position on the Motion to Intervene. The Boeing Company supported the motion to intervene based upon the putative intervenors’ “direct interest in the outcome of the case.” The Acting General Counsel and the International Association of Machinists and Aerospace Workers District Lodge 751 opposed the motion to intervene on the grounds, inter alia, that the putative intervenors have no legally cognizable interest in the case. However, the AGC and District Lodge 751 indicated that

they do not object to the putative intervenors being allowed to file a post-hearing brief on their own behalf.

On June 8, 2011, Judge Anderson issued a ruling denying the motion to intervene. In rejecting the putative intervenors' request, the Judge reasoned, *inter alia*, that the putative intervenors "have no protected or direct interest in the instant case." Ruling on Motion to Intervene, p. 8. In addition, the judge found that the existing parties would insure that "all the relevant issues under the complaint and the proposed remedy are rigorously dealt with" and that even granting limited intervention "would both further complicate and protract and delay the proceeding." Ruling on Motion to Intervene, p. 8.

On June 9, 2011, individuals Murray, Ramaker, and Going filed a Request for Special Permission to Appeal the Judge's ruling denying the motion to intervene. In urging the Board to overrule the Judge's ruling below, they argue, *inter alia*, that the Judge erred in finding that they have no "legally significant" or "direct interest" in the proceeding and in finding that their participation would further "complicate and protract and delay" the proceeding. In this regard, they assert:

The Intervenor recognize and stress again in this Appeal, as they did in their Reply, that they have neither the ability nor the intent to make the arguments, scrutinize the evidence, or involve themselves in the trial examination and cross-examination of the parties' witnesses in which the other parties will necessarily need to engage to make or rebut the AGC's case.

The Intervenor do not wish to make Boeing's case. They have a different case to make: that the AGC's prosecution and proposed remedy implicates their Section 7 rights. To that end, the Intervenor's participation will not "complicate and protract and delay" the proceedings. At most, the presentation of their evidence will consume one-half to one trial day. Intervenor's Appeal of Ruling Denying Motion to Intervene, p. 6.

On June 13, 2011, the judge granted in part and denied in part a motion by the attorneys general of 16 states to file a brief as *amicus curiae* in the instant case. The judge limited the

subject of the brief to “the issue of the appropriate remedy, should the allegations of the complaint be sustained in whole or in part.” Ruling on Motion to File Amicus Curiae Brief at 4.

Having duly considered the matter, we grant the request for special permission to appeal. On the merits, we grant in part and deny in part the appeal. In the unique circumstances of this case, we find that the three individuals have articulated a sufficient interest in this proceeding to grant them limited intervention solely for the purpose of filing a post-hearing brief with the administrative law judge. However, this order grants the limited intervenors no other rights in relation to this proceeding.<sup>1</sup> Accordingly,

IT IS ORDERED that the appeal is granted in part and denied in part, and the administrative law judge’s ruling is modified to the extent that the three individuals, Murray, Ramaker, and Going, are granted limited intervenor status solely for the purpose of filing a post-hearing brief with the administrative law judge, subject to reasonable limits established by the judge (e.g., as to filing deadline, length, or scope).

Dated, Washington, D.C., June 20, 2011

\_\_\_\_\_  
Wilma B. Liebman, Chairman

\_\_\_\_\_  
Craig Becker, Member

\_\_\_\_\_  
Mark Gaston Pearce, Member

\_\_\_\_\_  
Brian E. Hayes, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

<sup>1</sup> This Order is without prejudice to the right of the Intervenors to file a motion with the judge seeking further participation based upon changed circumstances.

# Exhibit C

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

RENAISSANCE HOTEL OPERATING COMPANY

and

Cases 28-CA-113793  
28-CA-115712  
28-CA-128643

UNITE HERE LOCAL 631, AFL-CIO

**ORDER GRANTING MOTION TO INTERVENE**

On July 3, 2014, counsel for Suzanne Cohen and Erubey Quintero, Petitioners in the representation cases involving these parties, filed a Motion to Intervene (Motion) in this matter. The Regional Director, Cornele A. Overstreet, by order dated June 19, 2014, denied the motion to intervene. On July 3, 2014, counsel renewed the motion. On July 14, 2014, the matter was referred to the Associate Chief Administrative Law Judge.

After carefully considering the motion, and the brief in opposition filed by the counsel for the General Counsel, the Motion to Intervene is hereby **GRANTED**. As conceded by the Regional Director in his Order, the matters presented in this case "may be of import and interest to the Petitioners." I concur and find these matters to be of "import and interest" sufficient to warrant intervention.

Pursuant to Board Rule 102.29, the scope of the Interveners participation in the proceedings will be determined at the start of trial after all parties have been given an opportunity to be heard on the matter. The trial in the captioned matter is presently scheduled to commence in Phoenix, Arizona, on July 22, 2014, and will continue day to day until completion. The duration of the trial is expected to be eight to ten days.

**IT IS ORDERED**

Dated at San Francisco, California, this 15<sup>th</sup> day of July, 2014.

  
Dicie Montemayor  
Administrative Law Judge

Served via facsimile and/or email upon the following:

Fernando J. Anzaldúa  
Counsel for the General Counsel  
National Labor Relations Board, Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, AZ 85004-3099  
Email: Fernando.Anzaldua@nrlb.gov

Mark Kisicki, Attorney at Law  
Thomas M. Stanek, Attorney at Law  
Ogletree Deakins Nash Smoak And Stewart  
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Glenn M. Taubman, Attorney at Law  
c/o National Right to Work Legal  
Defense Foundation, Inc.  
8001 Braddock Road, Suite 600  
Springfield, VA 22160  
*Email: gmt@nrtw.org*

# Exhibit D

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES**

**PACIFIC PUBLISHING CO., INC.**

**and**

**Case 19-CA-099017**

**TEAMSTERS DISTRICT COUNCIL  
NO. 2, LOCAL 747-M, AFFILIATED  
WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

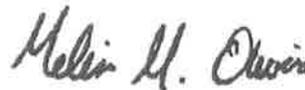
**ORDER GRANTING LIMITED INTERVENOR STATUS**

On April 10, 2014, John Swarrigin, an employee of Respondent, filed a motion to intervene (Motion). The Motion was denied by Regional Director for NLRB Region 19 Ronald Hooks on April 24, 2014. Regional Director Hooks, however, also granted Movant *amicus curiae* status to file a brief. On April 23, 2014, Movant filed his Renewed Motion to Intervene Directed to the Administrative Law Judge (Renewed Motion).<sup>1</sup> On April 25, 2014, I denied Movant's Renewed Motion.

On April 25, 2014, I conducted a telephone conference in which all parties participated. Counsel for Movant also participated in the call. During the call, Movant's attorney requested limited intervenor status, solely for the purpose of filing a post-hearing brief. None of the parties objected to limited intervention.

IT IS ORDERED that the verbal motion of John Swarrigin for limited intervention is granted and he is granted limited intervenor status solely for the purpose of filing a post-hearing brief. Any limits on the brief (e.g. as to filing deadline, length of the brief, etc.) shall be established at the conclusion of the hearing of this matter.

Dated: Washington, D.C. April 28, 2014



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Melissa M. Olivero  
Administrative Law Judge

---

<sup>1</sup> In his Renewed Motion, Movant indicated he was not seeking *amicus curiae* status.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES**

**PACIFIC PUBLISHING CO., INC.**

**and**

**Case 19-CA-099017**

**TEAMSTERS DISTRICT COUNCIL  
NO. 2, LOCAL 747-M, AFFILIATED  
WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**AFFIDAVIT OF SERVICE OF: Order Granting Limited Intervenor Status.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **April 28, 2014**, I served the above-entitled document(s) by **facsimile and electronic mail** upon the following persons, addressed to them at the following addresses:

ANN MARIE SKOV, ESQ.  
NLRB REGION 19  
915 2ND AVE STE 2948  
SEATTLE, WA 98174-1006  
Fax: (206) 220-6305  
Email: Ann-Marie.Skov@nlrb.gov

L. MICHAEL ZINSER, ESQ.  
GLEN M. PLOSA  
THE ZINSER LAW FIRM  
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BANK OF AMERICA PLAZA  
NASHVILLE, TN 37219-1723  
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DENNIS J. HAYES, ESQ.  
SARAH HOLKO, ESQ.  
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GLENN M. TAUBMAN, ESQ.  
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NATIONAL RIGHT TO WORK LEGAL DEFENSE FOUNDATION, INC.  
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Fax (703) 321-9319  
Email: gmt@nrtw.org  
Email: abs@nrtw.org

April 28, 2014

Date

Carletta Davidson  
Designated Agent of NLRB

Name

*Carletta Davidson*

Signature