

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Washington, D.C.**

PACIFIC GREEN TRUCKING INC.

and

Case 21-CA-226775

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

**COUNSEL FOR THE GENERAL COUNSEL'S ANSWERING
BRIEF TO RESPONDENT'S EXCEPTIONS**

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I. STATEMENT OF THE CASE

On February 13, 2019 Administrative Law Judge Jeffrey D. Wedekind (ALJ) issued his decision in this matter, making findings of fact and conclusions of law that the Respondent violated the National Labor Relations Act (the Act) as follows: violating Section 8(a)(1) of the Act by interrogating Ricardo Bonilla Colindres (Bonilla) about his union activity and threatening him with discharge because of his union activity; and also by violating Section 8(a)(1) and 8(a)(3) of the Act by refusing to assign work to Bonilla and by discharging him.

On March 13, 2019, Respondent filed exceptions to the ALJ's decision, and a brief in support of those exceptions.

Counsel for the General Counsel files this answering brief to set forth the reasons that the ALJ's findings and conclusions of fact and law are correct and should be affirmed by the Board. As set forth in Section §102.46 (d)(2) of the Board's Rules and Regulations, this brief serves to respond only to the exceptions properly raised by Respondent. Respondent raised seven exceptions, limited to the ALJ's findings and legal conclusions. Respondent's Brief in Support of Exceptions, however, does not track the exceptions, and appears to raise issues extending beyond the exceptions filed. Under Section §102.46 (b)(2) of the Board's Rules and Regulations, any matters not raised by Respondent's exceptions are waived.

II. STATEMENT OF FACTS¹

Pacific Green Trucking, Inc. (Respondent) General Manager Vicente Zarate (Zarate) has operated Respondent since 2009. (ALJD 2, Tr. 337).² Ricardo Bonilla Colindres (Bonilla) was hired by Zarate as an hourly³ driver in February 2018 (ALJD 2, Tr. 129-130, 139-141). In addition to approximately 80-90 truck drivers, Respondent employs Hugo Sanchez (Sanchez) as dispatcher. (ALJD 2, Tr. 111-12, 169-170, Tr. 337).

While employed by Respondent, Bonilla reported to Sanchez upon arriving at work each day, to be dispatched to his first load assignment of the day, and to obtain a blank manifest form on which to record all of his daily work assignments. (ALJD 3, Tr. 143, 194). After completing his first work assignment of the work day, Bonilla would call Sanchez to advise that he was ready for another assignment, which Sanchez generally provided by phone and/or text message. (ALJD 9, Tr. 144). In some instances, Sanchez might ask Bonilla to return to the yard and report to Sanchez, in person, to obtain his next assignment (ALJD 9, Tr. 229). Sanchez' work area is located near Zarate's private office. (ALJD 3, Tr. 169-170).

In or around mid-June 2018, Bonilla heard about a nascent union organizing campaign amongst Respondent's drivers, and got in contact immediately with International Brotherhood of Teamsters (Union) organizer Miguel Cubillos (Cubillos). (ALJD 2, Tr. 130, 155). Cubillos invited Bonilla to meet in person at a June 23, 2018 organizing meeting, and Bonilla was one of 3-4 Respondent drivers in attendance at the meeting. (ALJD 2, Tr. 61, 157). During this meeting, Cubillos asked the drivers to speak to their fellow drivers about the Union, in order to identify

¹ It should be noted that the section of Respondent's Brief in Support of Exceptions entitled "Statement of Facts", in addition to other faults is devoid of citations to the transcript or to the ALJ's decision.

² References to the ALJ's decision are referred to as "ALJD", followed by the page number(s) of the ALJ's decision where the information may be found. References to the hearing transcript are identified as "Tr.", followed by the page number where the information is located in the hearing transcript.

³ Bonilla was paid on an hourly basis.

those drivers who might be interested in the possibility of union representation; and to report back to him on these efforts. (ALJD 2, Tr. 59-60, 62). Bonilla eagerly did so and emerged as a leader and outspoken supporter of the Union, and as of early-to-mid-August 2018, he was Cubillos' primary contact among Respondent's drivers. (ALJD 2, Tr. 71- 73). Bonilla regularly updated Cubillos on his organizing efforts and of any issues that arose at work, daily, by phone. (ALJD 2, Tr. 63, 65):

On or about August 7, 2018, after Bonilla came to Zarate requesting a loan to help his ailing mother, Zarate interrogated Bonilla about his Union activity and also threatened him with termination. (ALJD 3, 6). Zarate told Bonilla him that he should not get involved with the Teamsters, since it was he (Zarate) who was employing Bonilla. (Tr. 167). Zarate told Bonilla that he should thank God that he was working for Respondent, adding that if he was unhappy, he could leave. (ALJD 3, Tr. 168-69).

During this interaction, Sanchez was in his dispatcher work area, about 12 feet away, on the other side of the open door of Zarate's office (ALJD 3, Tr. 170). These facts were revealed during the first day of the hearing, during Counsel for the General Counsel's case-in-chief. (ALJD 3-4, Tr. 170).⁴ On the same day he had this interaction with Zarate, Bonilla called Cubillos and told him what Zarate said to him. (ALJD 3, Tr. 74). Cubillos' testimony about these statements was consistent with Bonilla's, providing indirect corroboration.⁵ (ALJD 3).

⁴ Nonetheless, Respondent failed to present Sanchez, whose primary job duty consists of assigning work to Respondent's drivers, as a witness during the second day of the hearing. No evidence was presented to suggest that Sanchez is no longer employed by Respondent or would otherwise be unlikely to be favorably disposed to Respondent. (ALJD 4, Tr. 337-370).

⁵ As for Zarate's testimony, he only made general denials about many of the statements and actions attributed to him. For example, he generally denied knowledge of any union activity, or of Bonilla's support for it until September 2018. He also generally denied that he ever threatened anyone for being a 'union member'. Significantly, however, he failed to either offer an alternative account or to specifically deny any portion of the August 7 interaction detailed by Bonilla. (ALJD 3).

In about early-to-mid-August 2018, one of Respondent's drivers, Gerbis Vaquiz (Vaquiz), initiated a conversation about the Union with Bonilla. (ALJD 4-6, Tr. 66, 161-163). They spoke, in Spanish, while both were in their work trucks, stopped at a traffic light in the city of Long Beach, CA. (Tr. 162). Vaquiz lowered the window of his truck and signaled to Bonilla, and when Bonilla lowered his own window, Vaquiz loudly asked Bonilla, in Spanish, "Hey, Richard, tell me if it's true or not. . .if you are part of the Union." (ALJD 4, Tr. 162-163.). Bonilla feigned ignorance and denied such involvement; but Vaquiz, continued, warning Bonilla to be careful, because, he claimed, the boss kept a list, and would terminate Bonilla for being involved with the Teamsters. (ALJD 4, Tr. 163). Bonilla again denied involvement with the Union. (Tr. 164). Bonilla reported this incident to Cubillos, that same day, including the fact that Vaquiz asserted that he had been sent by Zarate to ask Bonilla these questions. (ALJD 5, Tr. 66, 164).

Vaquiz, who has been employed by Respondent for 2 years, was called as a witness by Respondent on the second day of the hearing. (Tr. 296, 301, 304, 306). In his direct testimony, Vaquiz denied ever asking any other Respondent driver about his/her Union affiliation, whether so tasked by Zarate, or otherwise. (ALJD 4-5, Tr. 300). However, Vaquiz did not specifically deny asking Bonilla if he were involved with the Union, warning Bonilla to be careful because Zarate kept a list and would terminate Bonilla for his involvement with the Union, or telling Bonilla that he had been sent by Zarate to ask him about the Union. (Tr. 296-306). When Zarate, himself, testified, after observing both Bonilla's and Vaquiz' testimony, Zarate did not specifically deny asking or directing Vaquiz (or any other employee) to ask Bonilla about his Union affiliation. (ALJD fn. 11, Tr. 337-370). Additionally, while Zarate denied maintaining a list of the union supporters among his employees, he failed to deny having told Vaquiz (or any other employee) that he maintained such a list. (Tr. 349).

When Zarate testified, having had the benefit of observing both Cubillos' and Bonilla's testimony, he denied ever having had any conflict with his employees regarding union affiliation; among other generalized conduct. (Tr. 338). Zarate did not, however, specifically deny telling Bonilla, on about August 7, 2018 that he couldn't lend him any more money because he was involved with the Teamsters, that if he didn't like working for Respondent, he can leave, that he should thank God he's working for Respondent, not to get involved in the Teamsters, because he (Zarate) was the one giving him employment. (Tr. ALJD 3, 337-370).

Within a few weeks, on or about August 21, 2018, Zarate again threatened Bonilla with job loss because of Bonilla's support of the Union – by telling Bonilla that the next time he (Zarate) heard that he (Bonilla) was “fighting” with his fellow drivers, he would fire Bonilla. (ALJD 7, Tr. 173,176). This conversation, as every conversation between Bonilla and Zarate, was in Spanish. (Tr. 175, 359). Bonilla denied fighting with anyone and asked what fighting or fights Zarate was referring to. (Tr. 177). Zarate responded to Bonilla that he knew that Bonilla was “involved in something,” without specifying what that ‘something’ might be. (Tr. 177). Zarate did not specifically deny having had this conversation with Bonilla (ALJD 7, Tr. 337-380).

The only fighting Bonilla engaged in was fighting with his co-workers ‘to all be united’ (Tr. 189). Zarate denied having problems of any kind with Bonilla, including the problem of fighting with other employees. (Tr. 343). The Spanish word Bonilla used in his testimony for fighting was ‘peleando.’ (Tr. 319). Patricia Hernandez, the certified translator who served as interpreter during the first day of the hearing, explained that the word peleando has different meanings, including, depending on the circumstances, any of the following: the struggle, fighting with (as opposed to *against*) others, debating, a physical fight, or mere argument. (Tr. 13-16,

174-176, 319). The ALJ concluded that Zarate used the word 'fighting' as a euphemism for union organizing activity, akin to discussion and debate (ALJD 7).

On August 24, 2018, after Bonilla completed his first work assignment of the day, Sanchez instructed him to return to Respondent's facility, advising that there was more work for him there. (ALJD 9, Tr. 179, 229). Bonilla did as instructed – he returned, parked the truck in the Respondent's yard, and then checked in with Sanchez, in person.⁶ (ALJD 9, Tr. 179, 212). Instead of providing Bonilla with his next job assignment, however, he instructed Bonilla to go to speak to Zarate, which was out of the norm. (ALJD 9, Tr. 179-81).

Bonilla went to see Zarate, in his office, as instructed, and after handing Bonilla his paycheck (for the prior week) Zarate told him that there was no more work.⁷ (ALJD 9, Tr. 181, 369-70). Zarate sent Bonilla home early, many hours earlier than normal, despite the fact that there was plenty of work that could have been assigned to Bonilla, and was, in fact, assigned to other workers, at and after 9:50 a.m. on August 24, 2018. (ALJD 10, Tr. 43, 152, 178, 193). Bonilla left Respondent's premises and, as had become his custom, called Cubillos to report what had just occurred. (ALJD 9).

At about 6:30 p.m. the following day, Saturday, August 25, 2018, while Bonilla was enjoying a bowling outing with his wife and two children, he received a phone call from Zarate. (ALJD 11, Tr. 184). During this phone call, Zarate advised Bonilla that he didn't want him to come back to work, and he told Bonilla that he would mail him his final paycheck (for the week

⁶ Respondent did not call Sanchez as a witness, therefore, Bonilla's testimony about his interactions with Sanchez on August 24, 2018 was unrefuted. There was no evidence presented suggesting that Sanchez is no longer employed by Respondent, or that he was unavailable to testify. (Tr. 296-306, 333-370).

⁷ In his testimony, Zarate did not specifically deny telling Bonilla that there was no more work on August 24, 2018. (Tr. 337-370). Zarate's claim that he did not learn until sometime on Saturday, August 25, 2018, that Bonilla had left early on August 24, 2018 was not corroborated. (Tr. 345).

which had just ended the day before) on Monday. (*Id.*). When Bonilla asked for an explanation, Zarate responded that he didn't want to argue with him (Bonilla) anymore. (ALJD 11, Tr. 185). After this call ended, Bonilla called Cubillos and recounted the details of the phone call he'd just had with Zarate. (ALJD 11). Bonilla's account of this phone call was corroborated by Cubillos.⁸ (ALJD 11, Tr. 84-85).

Respondent presented no evidence or witness testimony in support of Zarate's claim that Bonilla was not terminated, rather Bonilla resigned his employment with Respondent by telephone on August 25, 2018. (Tr. 296-306, 333-370). Indeed, Zarate admitted that no documents exist which show that Bonilla resigned his position with Respondent. (ALJD 12, Tr. 31).

The following Monday, August 27, 2018, Bonilla went to the Union's office and began the process of completing an online application for unemployment benefits with the assistance of organizer Jamie Welsh (Welsh) (ALJD 11, Tr. 85-86, 185, 242). During that process, Bonilla called Zarate, using his personal cell phone, on speakerphone, so Welsh could serve as a witness to the phone call. (ALJD 11, Tr. 187-188, 244-245, 247). Bonilla asked Zarate why he was terminated. (ALJD 11, Tr. 188, 197, 245). Zarate replied that Bonilla had been fighting with the drivers, and he didn't want his workers fighting (ALJD 11, Tr. 246). Bonilla asked for an example, denying having had an issue with, or having fought with, any of his fellow drivers. (ALJD 11, Tr. 246-247). Despite Bonilla's pleas for information, Zarate refused to discuss the matter further, saying that he just didn't need Bonilla anymore, before hanging up. (ALJD 11, Tr. 246). Bonilla's testimony was corroborated by Welsh, who had firsthand knowledge about the

⁸ Zarate, on the other hand, did not specifically deny making any of the following statements to Bonilla by phone: that he didn't want Bonilla to come back to the company, that he would mail Bonilla's check on Monday, or that he didn't want to argue. (Tr. 337-270).

call. (Tr. 243-248). Bonilla did, ultimately, submit his unemployment insurance application, and he received unemployment benefits. (ALJD 11, Tr. 88).

The parties stipulated that this call was, indeed, made, an outgoing call from Bonilla's cell phone to Zarate's personal cell phone on Monday, August 27, 2018, at 12:52 p.m., lasting three minutes. (ALJD 11, Tr. 202). In his direct questioning, Zarate did not specifically deny any of the General Counsel's witnesses' testimony about this call (ALJD 12, Tr. 337-370). On cross-examination, however, when pressed about the corroborated details of the August 27 phone call, Zarate acknowledged receiving the call, claimed he thought that the call was from the California unemployment office, though he failed to offer any other version of the content of the call. (ALJD 12, Tr. 365).

As of August 31, 2018, Bonilla had not yet received his final paycheck by mail, so he went to Respondent's facility, in person, to ask for it. (Tr. ALJD 13, 89, 131-132). Teamsters Organizer Adrian Macias (Macias) accompanied Bonilla, to serve as a witness, to whatever happened while Bonilla was on Respondent's premises. (ALJD 13, Tr. 190). When Bonilla explained that he was there to pick up his check, Zarate answered that he had mailed out the check on Monday (August 27). (ALJD 11-13, Tr. 258, 316). Bonilla explained that he had checked his mail, but had not yet received the check, so Zarate responded that he would just cancel the check that had been mailed and write Bonilla a new one. (ALJD 11, Tr. 258, 316). Behind the closed door of Zarate's private office, Macias asked Zarate why he fired Bonilla. (ALJD 12-13, Tr. 259-260, 318). Zarate did not respond by denying that he had fired Bonilla, nor did he claim that Bonilla had quit or abandoned his job, rather he claimed that Bonilla had been having problems with his co-workers and fighting, and that he didn't want any 'problems.'

(ALJD 12, Tr: 260-61). When Zarate testified, he failed to specifically deny having made these statements to Macias and Bonilla. (ALJD 12-13, Tr: 337-370).

III. ARGUMENT

The Record Fully Supports the ALJ's Conclusion That Respondent Violated Section 8(a)(1) of the Act on August 7, 2018 by Interrogating Bonilla and Threatening Bonilla with Job Loss

Contrary to Respondent's claim, the credited evidence established that on or about August 7, 2018, Zarate interrogated Bonilla about his Union activity by telling him that he should not get involved with the Teamsters, since it was he (Zarate) who was employing Bonilla. The evidence also established that Zarate threatened Bonilla with job loss by telling Bonilla that he should thank God that he was working for Respondent, and if he was unhappy, he could leave. The ALJ correctly concluded that Bonilla's testimony about these statements was corroborated by the testimony of Union agent Cubillos. The ALJ notes that Cubillos' testimony, though based on hearsay, was corroborative because of Bonilla's practice of calling Cubillos every day to report on his organizing efforts and other incidents in the workplace. Both Cubillos and Bonilla testified that Bonilla promptly called Cubillos to report the incident, and Cubillos' testimony about what Bonilla reported to him was given the appropriate corroborative weight by the ALJ.

Zarate, for his part, provided only general testimony, in which he denied knowledge of any union activity within Respondent's operations, or of Bonilla's support for it, until September 2018; and he denied ever threatening anyone for being a 'union member.' Zarate's general denials, as compared against the specific testimony of Bonilla and Cubillos, as well as his failure to either offer an alternative account of the August 7, 2018 interaction detailed by Bonilla were

only a part of the ALJ's deliberations over this allegation. The ALJ appropriately weighed Zarate's general denial with the other testimony. Though the ALJ noted the absence of a specific denial, the record is clear that he did not base his legal conclusion solely on this.

Finally, Respondent appears to, within its Brief in Support of Exceptions, but not in its exceptions, complain that the ALJ failed to "consider or give any weight to" Vaquiz' testimony.⁹ Because this issue was not raised in Respondent's exceptions, it has been waived. Even if this issue had been properly raised as an exception, The ALJ set forth, in detail, the reasons that he decided not to afford any weight to Vaquiz' testimony. (ALJD 4). Contrary to Respondent's claims, the ALJ properly evaluated Vaquiz' testimony within the context of all of the other evidence, given that (a) Vaquiz' alleged conduct was not alleged as a violation in the underlying complaint, and (b) his testimony did not bear directly on any allegation. (ALJD 4, footnote 10).

Based upon the above analysis, Counsel for the General Counsel urges the Board to affirm the ALJ's conclusion that Respondent, by Zarate, made the unlawful statements attributed to him by Bonilla, and in so doing, Respondent violated Section 8(a)(1) on August 7, 2018 by interrogating Bonilla about his union sympathies and activities, and by threatening Bonilla with job loss because of his union sympathies and activities.

⁹ It is unclear whether Respondent intended to raise this issue as a credibility determination or as something else. Regardless, this issue is not properly before the Board. Respondent did not file exceptions regarding any credibility determinations made by the ALJ, nor to the weight afforded by the ALJ to any witness' testimony. As such, Respondent has waived any dispute about the ALJ's credibility determinations and/or about the relative weight afforded to any record evidence.

The Record Fully Supports the ALJ's Conclusion That Respondent Violated Section 8(a)(1) of the Act on August 21, 2018 by Threatening Bonilla with Job Loss

Other than the reliance on Zarate's general denials, Respondent does not advance any evidence or argument against the ALJ's conclusion on this allegation. Bonilla's specific testimony about the statements made to him by Zarate on or about August 21, 2018, were corroborated by Cubillos. The ALJ therefore concluded, appropriately, that Zarate threatened Bonilla with job loss, because of Bonilla's support of the Union, by telling Bonilla that the next time he (Zarate) heard that he (Bonilla) was "fighting" with his fellow drivers, he would fire Bonilla. The ALJ reached this conclusion after consideration of the evidence in context, including Zarate's failure to specifically deny making the specific statements attributed to him by Bonilla, on August 21, 2018. It also appears that Respondent disagrees with the manner in which the ALJ resolved small discrepancies in witnesses' testimony about the precise dates that the incidents alleged occurred. The ALJ reasonably resolved the matter of such inconsistencies in favor of Bonilla, based upon ample Board precedent. (ALJD 5, footnote 13).

Based upon the above analysis, Counsel for the General Counsel urges the Board to affirm the ALJ's conclusion that Respondent, by Zarate violated Section 8(a)(1) on August 21, 2018 by threatening Bonilla with job loss because of his union sympathies and activities.

The Record Fully Supports the ALJ's Conclusion That Zarate Used the Spanish Word for 'Fighting' as a Euphemism for Respondent's Drivers Engaging in Discussion or Debate about the Union

The ALJ explicitly stated how he reached the conclusion that Zarate used the word *peleando* (fighting) "as a euphemism for discussing or debating the Union with drivers." First, the ALJ noted Zarate's explicit reference to the Union in the unlawful statements he made to Bonilla

on August 7, 2018. (ALJD 7) Secondly, the ALJ stated that not only was it sufficiently clear that Zarate intended this word to be a euphemism, but the word would reasonably be interpreted as such by others. (*Id.*). Though not explicitly stated, the ALJ appears to be relying upon information provided by the certified translator who served as interpreter during the first day of the hearing. This interpreter, when asked for additional information about the translation of the word *peleando* by Counsel for the General Counsel, explained that the word can have different meanings depending upon the circumstances, including physical altercation, but in her professional opinion, in the circumstances relevant to the Bonilla's testimony, an appropriate translation of the word used by Zarate was 'not to be fighting with the drivers,' meaning refraining from struggling or interacting with respect to the Union. (Tr. 174-176).

From the record, it is clear that the ALJ considered the meaning of 'fighting' in translation and in the context of this case and reached a reasonable and justified determination of the significance of a somewhat nuanced word for this case. The ALJ's reasoned logic is not undermined by Respondent's irrelevant and inflammatory references to violence allegedly committed by persons other than Bonilla. The record clearly establishes that Zarate had no problems with Bonilla, Bonilla never engaged in any physical fighting of any kind, and that he was a good worker. (Tr. 343).

Based upon the above analysis, Counsel for the General Counsel urges the Board to disregard Respondent's attack on the ALJ's determination that Zarate's use of the word 'fighting' was a 'veiled reference' to union activity. This determination is consistent with Board precedent. (See *Mardi Gras Casino*, 359 NLRB 895, 896 (2013), reaff'd at 361 NLRB 679 (2014), other cases cited at ALJD 8, lines 1-26)

The Record Fully Supports the ALJ's Conclusion that Respondent Violated Section 8(a)(1) and 8(a)(3) of the Act: by, on August 24, 2018, Refusing to Assign Work to Bonilla after about 9:50 a.m.; and on August 25, 2018, by Discharging Bonilla

Respondent's exceptions do not include a specific exception filed concerning any of the ALJ's evidentiary rulings but Respondent mentions in its brief that the ALJ refused admission of evidence relating to the allegation that Respondent sent Bonilla home early and refused to assign him work on the morning of August 24, 2018. Respondent failed to request special permission to appeal the ALJ's decision at the hearing regarding rejection of certain documents and failed to specifically raise this in its statement of exceptions, thus the ALJ's ruling not to admit this evidence into the record should not be reviewed by the Board. *See* NLRB Rules and Regulations §102.26 and §102.46 (d)(2).

Next, Respondent presents a laundry list of purported ALJ errors which, Respondent argues, resulted in the ALJ incorrectly concluding that Respondent unlawfully terminated Bonilla. First on this list, Respondent mischaracterizes Welsh's testimony about why Bonilla called Zarate on August 27, 2018. Respondent proceeds to recount irrelevant and self-serving testimony about Zarate's fear for his safety. To the extent there is any legitimacy to Zarate's fear, it has nothing to do with Bonilla (who has not been associated with violence or threats) nor with corroborating witness Macias (who was unknown to Zarate before he accompanied Bonilla on August 31, 2018, when he returned to Respondent's facility seeking his final wages).

Finally, Respondent appears to argue that there was insufficient evidence to support the ALJ's conclusion that Bonilla received unemployment insurance benefits. According to Respondent, the only record evidence was Cubillos' hearsay testimony that Bonilla did receive the benefits and Zarate's testimony that Respondent did not dispute Bonilla's application. This

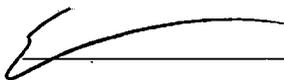
argument grossly misstates the ALJ's reasoning, which was not clear error, but well-reasoned analysis.

Contrary to Respondent's assertions, the ALJ carefully laid out the multiple reasons he concluded that Zarate terminated Bonilla by phone on August 25, 2018. (ALJD p. 12, line 16-p. 13, line 24). The ALJ cites over five reasons he credits Bonilla's version of events on August 25, 2018, of which only the fifth reason is that Zarate admitted that he did not contest Bonilla's application for unemployment benefits. In sum, the ALJ correctly concludes that the preponderance of the evidence, supported by facts and logic, establishes that Bonilla did not quit, but was fired, as alleged in the complaint.

IV. CONCLUSION

Based upon the foregoing, Counsel for the General Counsel submits that the Board should reject Respondent's Exceptions and adopt the ALJ's Decision.

Respectfully submitted on this 27th day of March, 2019



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STATEMENT OF SERVICE

I hereby certify that a copy of **Counsel for the General Counsel's Answering Brief to Respondent's Exceptions** has been submitted by e-filing to the Executive Secretary of the National Labor Relations Board on March 27, 2019, and that each party was served with a copy of the same document by e-mail.

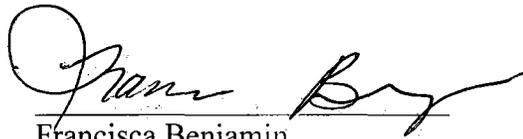
I hereby certify that a copy of **Counsel for the General Counsel's Answering Brief to Respondent's Exceptions** was served by e-mail, on March 27, 2019, on the following parties:

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