

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

PCC STRUCTURALS, INC.

and

**Cases 19-CA-207792
19-CA-233690**

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
LOCAL LODGE 63**

**MOTION TO TRANSFER CASES TO BOARD AND FOR SUMMARY
JUDGMENT DECISION AND ORDER ON TEST OF CERTIFICATION**

These are test-of-certification cases, along with related information requests, based on charges filed by the International Association of Machinists and Aerospace Workers, Local Lodge 63 (“Charging Party Local Union”), in which PCC Structurals, Inc. (“Respondent”) is refusing to recognize and bargain with the International Association of Machinists and Aerospace Workers, District Lodge W24 (the “Union”) or provide the Union with relevant requested information because it disagrees with the Board’s prior certifications of this bargaining unit.

As the pleadings in the above-captioned cases raise no material issues of fact or law requiring a hearing, the undersigned Counsel for the General Counsel, pursuant to §§ 102.24, 102.26, and 102.50 of the National Labor Relations Act (the “Act”), as amended, 29 U.S.C. § 151 *et seq.*, and upon the facts stated below as well as the attached documents and exhibits referred to herein, hereby moves the National Labor Relations Board (“Board”) to: (1) transfer Cases 19-CA-207792 and 19-CA-233690 to the Board; and (2) issue a Decision and Order granting Summary Judgment against Respondent, with the requisite findings of fact and conclusions of law establishing

violations of §§ 8(a)(1) and (5) as alleged, and order remedying the unfair labor practices found as may be proper. Counsel for the General Counsel shows and alleges the following in support of these Motions.

1. On July 11, 2017, the Union filed a petition with Region 19 of the Board (“Region 19”) in Case 19-RC-202188, seeking to be certified as the collective-bargaining representative of certain employees of Respondent. (Exhibit A attached).

2. On July 20, 21, and 28, 2017, Region 19, acting on behalf of the Board, conducted a pre-election hearing in Case 19-RC-202188.

3. On August 28, 2017, the Regional Director of Region 19 issued a Decision and Direction of Election (“D&DE”) in Case 19-RC-202188, finding that the following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining (the “Unit”) within the meaning of § 9(b) of the Act, and directing that an election be held among the Unit, as described below:

Included: All full-time and regular part-time rework welders and rework specialists employed by Respondent at its facilities in Portland, Clackamas, and Milwaukie, Oregon.

Excluded: All other employees, and guards and supervisors as defined by the Act.

(Exhibit B attached).

4. The classification of Respondent known as “rework specialist/crucible repair” was neither included nor excluded from the Unit as per the D&DE, but was allowed to vote in the election subject to challenge. (Exhibit B attached).

5. On September 18, 2017, Respondent filed with the Board a Request for Review of the D&DE described above in paragraph 3, including a Request to stay the election and/or impound the ballots from that election. (Exhibit C attached).

6. On September 22, 2017, the Board denied Respondent's request to stay the election and/or impound the ballots from that election, but did not rule on Respondent's Request for Review. (Exhibit D attached).

7. On September 22, 2017, Region 19, acting on behalf of the Board, conducted a secret ballot election among the employees in the Unit (the "Election").

8. On September 22, 2017, Region 19, acting on behalf of the Board, issued the Tally of Ballots to the parties at the conclusion of the Election that revealed the following results:

Approximate Number of Eligible Voters	100
Number of Void Ballots	0
Votes Cast for Labor Organization	54
Votes Cast against Labor Organization.....	38
Number of Valid Votes Counted.....	92
Challenged Ballots	2
Number of Valid Votes Plus Challenged Ballots	94

(Exhibit E attached).

9. On October 2, 2017, the Regional Director of Region 19 issued a Certification of Representative, certifying the Union as the exclusive collective bargaining representative of the Unit. (Exhibit F attached).

10. By letter dated October 5, 2017, from the Union to Respondent, the Union requested that Respondent meet and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit and provide it with certain information necessary to the Union's role as the Unit's exclusive collective-bargaining representative. (Exhibit G attached).

11. By letter dated October 10, 2017, from Respondent to the Union, Respondent informed the Union that it: (a) would not recognize the Union pending the

Board's decision on the Request for Review; and (b) would not bargain with the Union as the bargaining representative of the Unit. Since then, Respondent has failed and refused to meet and bargain with the Union and has also failed and refused to provide the requested information. (Exhibit H attached).

12. On October 11, 2017, the Charging Party Local Union filed an unfair labor practice charge in Case 19-CA-207792, which was served by regular mail upon Respondent on about October 12, 2017, alleging that Respondent violated §§ 8(a)(1) and (5) of the Act by failing and refusing to meet and bargain with the Union and by failing and refusing to provide the information requested by the Union. (Exhibit I attached).

13. (a) The Union, according to its Bylaws, "shall have authority over and control of the local lodges within its jurisdiction for the purpose of securing mutual protection, harmonious action and close cooperation in all matters relating to the trade." (Exhibit J, p. 2, attached).

(b) The Union, according to its Bylaws, has jurisdiction over the "State of Washington counties of Clark, Skamania, Klickitat, Wahkiakum and that portion of Pacific south of a line extended westerly of the county line between Pacific and Wahkiakum" and "all Oregon counties." (Exhibit J, p. 1, attached).

(c) The Charging Party Local Union represents employees in the State of Oregon and the State of Washington, and the employees on whose behalf the Charging Party Local Union filed charges in this matter are and were employed in the State of Oregon. (Exhibit K attached).

(d) The Union and Charging Party Local Union both exist as affiliates of the International Association of Machinists and Aerospace Workers, AFL-CIO (the “Parent Union”).

(e) The Parent Union’s Constitution specifies that “[District Lodges] shall have authority over and control of all [Local Lodges] within their jurisdiction [...]” and that “[a]ll [Local Lodges] shall belong to a [District Lodge] where applicable.” (Exhibit L, p. 83, 101, attached).

14. On October 12, 2017, Respondent filed with the Board a Corrected Request for Review of the D&DE (“Corrected Request for Review”). (Exhibit M attached).

15. On November 2, 2017, Respondent, by its counsel, in a letter to Region 19 of the Board, including by the attached declaration of Brian Keegan, admitted that: a) it has failed and refused to bargain with the Union because it contends that it has no legal duty to do so based on its belief that the Unit is not an appropriate Unit; and b) it did not provide the Union with the information the Union requested because it does not recognize the Union as the bargaining representative of the Unit. (Exhibit N attached).

16. On December 15, 2017, the Board granted review of the D&DE and issued a decision and order in *PCC Structurals, Inc.*, 365 NLRB No. 160 (2017), and remanded Case 19-RC-202188 back to the Regional Director of Region 19 for further appropriate action consistent with that Board order. (Exhibit O attached).

17. On December 20, 2017, the Regional Director of Region 19 issued an Order to Show Cause to Respondent and the Union, requesting their positions regarding the re-opening of the record in Case 19-RC-202188. (Exhibit P attached).

18. On February 7, 8, and 22, 2018, a supplemental representation hearing was conducted in Case 19-RC-202188.

19. On May 4, 2018, the Regional Director of Region 19 issued a Supplemental Decision finding that the following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining, including the “rework specialist/crucible repair” classification described above in paragraph 4 of this Motion. The unit found appropriate in the Supplemental Decision (the “Amended Unit”) is as follows:

All full-time and regular part-time rework welders, rework specialists, and crucible repair welders employed by Respondent at its facilities in Portland, Clackamas, and Milwaukie, Oregon; excluding all other employees, and guards and supervisors as defined by the Act.

(Exhibit Q attached).

20. On May 4, 2018, the Regional Director of Region 19 issued an Amended Certification of Representation, certifying that the Union represents the employees in the Amended Unit as described above in paragraph 19 of this Motion, and who constitute a unit appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act. (Exhibit R attached).

21. On May 17, 2018, Respondent filed with the Board a Request for Review of the Regional Director’s Supplemental Decision (“Request for Review of Supplemental Decision”). (Exhibit S attached).

22. On November 28, 2018, the Board denied Respondent’s Request for Review of Supplemental Decision. (Exhibit T attached).

23. (a) By letters dated December 3, 2018, from the Union to Respondent, the Union requested that Respondent meet and bargain collectively with the Union as the exclusive collective-bargaining representative of the Amended Unit. (Exhibits U and V attached).

(b) By letters dated December 3, 2018, from the Union to Respondent, the Union requested that Respondent provide the Union with information necessary for it as the exclusive collective-bargaining representative of the Amended Unit. (Exhibits U, V, and W attached).

(c) Respondent did not respond to the Union's request to bargain, or to provide information, as referenced above in paragraphs 23(a) and 23(b) of this Motion.

24. On January 7, 2019, the Charging Party Local Union filed an unfair labor practice charge in Case 19-CA-233690, which was served by regular mail upon Respondent on about January 8, 2019, alleging that Respondent violated §§ 8(a)(1) and (5) of the Act by failing and refusing to meet and bargain with the Union and by failing and refusing to provide the information requested by the Union. (Exhibit X attached).

25. On January 28, 2019, Respondent, by its counsel, in a letter to Region 19 of the Board, admitted that: a) it has failed and refused to bargain with the Union because it contends that it has no legal duty to do so based on its belief that the Amended Unit is not an appropriate unit and it intends to test the certification of the Amended Unit; and b) it did not provide the Union with the information the Union requested because it does not recognize the Union as the bargaining representative of the Amended Unit. (Exhibit Y attached).

26. (a) On February 26, 2019, the Regional Director for Region 19 issued and caused to be served on Respondent an Order Consolidating Cases and Consolidated Complaint (“Complaint”) in the above-captioned matter. (Exhibit Z attached).

(b) The Complaint required that Respondent file an Answer to the Complaint by March 12, 2019.

27. On March 12, 2019, Respondent filed an Answer to the Complaint in which it admits, in part or whole, the following allegations of the Complaint, noted by their paragraph numbers:

1(a)-(b): Charging Party Local Union's Filing and Service of Charges. Respondent admits to filing of the charges but states it has no knowledge as to the date on which the Board placed the charges in the mail;

(2)(a)-(d): Incorporation, business operations, gross revenues, purchase of goods from points directly outside the State of Oregon, and that Respondent is engaged in commerce within the meaning of §§ 2(2), (6) and (7) of the Act;

3(a)-(d): Labor Organization Status. Respondent “does not dispute” labor organization status for the Charging Party Local Union or the Union but has “no knowledge” of whether the Charging Party Local Union or the Union have been labor organizations “at all material times” or whether the Union delegates bargaining responsibilities to the Charging Party Local Union;

4: Supervisory and Agency Status. Respondent admits Brian Keegan has held the position of Vice President of Human Resources but denies all other allegations in this paragraph (regarding supervisory and agency status);

5(a)-(h): Filing of Petition, Hearing, D&DE, Request for Review, Board's Denial of Request to Stay Election, Election, Certification.

Respondent admits the allegations made in paragraphs 5(a) through 5(h) but denies that the Regional Director's D&DE referenced in paragraph 5(c) was correct. Respondent admits the election results but denies that the employees selected the

Union as their representative for the purposes of collective bargaining as alleged in paragraph 5(g). Respondent also avers that the Regional Director's certification referenced in paragraph 5(h) was "improper";

6(a)-(b): Request to Bargain and Request for Information. Respondent admits the Union made a request to bargain and requested information, but denies that the Union is the bargaining representative of the Unit due to "legal error" in the Board's determination of the underlying bargaining unit;

6(d)-(h): Denial of Request to Bargain, Failure to Provide Requested Information, Failure to Recognize and Bargain. Respondent admits the listed allegations but denies that the Union is the bargaining representative of the Unit due to "legal error" in the Board's determination of the underlying bargaining unit;

7(a)-(g): Corrected Request for Review, Board Grant of Review, Remand to Region, Order to Show Cause, Supplemental Hearing, Supplemental Decision, Amended Certification.

Respondent admits all allegations but avers that the Certification in 19-RC-202188 was improper and denies that the Union is the bargaining representative of the Unit and/or Amended Unit due to "legal error" in the Board's determination of the underlying bargaining unit;

7(i)-(j): Respondent's Request for Review of Supplemental Decision, Board Denial of Respondent's Request for Review of Supplemental Decision.

Respondent admits the allegations made in paragraphs 7(i)-7(j) but avers that the Certification in 19-RC-202188 was improper and denies that the Union is the bargaining representative of the Amended Unit due to "legal error" in the Board's determination of the underlying bargaining unit;

8(a)-8(c): Union made Request to Meet and Bargain and Requests for Information. Respondent admits the allegations without caveat; and

8(e)-(h): Failure to Respond to Request to Bargain, Failure to Furnish Requested Information, Failure to Recognize, Failure to Meet and Bargain.

Respondent admits the allegations made except that it denies that it has any obligation to respond to the Union's information requests or to meet and bargain with the Union because it avers

the Certification in 19-RC-202188 was improper. Respondent denies that the Union is the bargaining representative of the Amended Unit due to “legal error” in the Board’s determination of the underlying bargaining unit.

(Exhibit AA attached).

28. In its Answer, Respondent denies, in whole or in part, the following allegations of the Complaint, noted by their paragraph numbers:

- 4: Denies supervisory and agency status for the three “Unnamed Agent” individuals who are alleged as Respondent’s Attorney(s);
- 5(i): That the Union was the § 9(a) exclusive collective-bargaining representative of the Unit from October 2, 2017 to May 4, 2018;
- 6(c): That the Union’s information request, described in paragraph 6(b) of the Complaint, was relevant and necessary to the Union’s performance of its duties as the exclusive collective-bargaining representative. Respondent denies that the Union is the bargaining representative of the Unit due to “legal error” in the Board’s determination of the underlying bargaining unit;
- 7(h): That at all times since May 4, 2018, based on § 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Amended Unit. Respondent denies that the Union is the bargaining representative of the Amended Unit due to “legal error” in the Board’s determination of the underlying bargaining unit;
- 8(d): That the Union’s information requests, described in paragraphs 8(b) and 8(c) of the Complaint, were relevant and necessary for the Union’s performance of its duties as the exclusive collective-bargaining representative. Respondent denies that the Union is the bargaining representative of the Amended Unit due to “legal error” in the Board’s determination of the underlying unit;
- 9: The conclusionary paragraph that Respondent violated §§ 8(a)(1) and (5) of the Act by its conduct; and
- 10: That the unfair labor practices affect commerce within the meaning of §§ 2(6) and (7) of the Act.

29. In its Answer, Respondent also raises the following affirmative defenses:

(a) That the § 10(b) statute of limitations bars any allegations of the Complaint occurring six months prior to the filing of the charge(s). However, Respondent does not list any specific allegation(s) that it claims exist outside of § 10(b);

(b) That there are or were due process violations under the U.S. Constitution and § 10 of the Act. However, Respondent does not list any specific allegation(s) that it claims it had unfair or inadequate notice of;

(c) That the Complaint is invalid to the extent that any alleged agents of Respondent committed acts that are determined to be outside the scope of their employment or were never directed, authorized, or permitted thereby. Respondent does not list any specific allegation(s) that implicate its agents in such potential conduct;

(d) That the Complaint is invalid to the extent it fails to state a claim upon which relief may be granted. Respondent does not explain how or why the allegations in the Complaint, and the Regional Director's request for relief, constitute a failure to state a claim upon which relief may be granted;

(e) That the Complaint pleads legal conclusions rather than required factual allegations. Respondent does not explain which factual allegations are allegedly lacking;

(f) That to the extent they did not engage in threats of reprisal, promise of benefits, or suggestion of surveillance, Respondent's supervisors and agents made statements protected by § 8(c) of the Act. Respondent does not explain how this tautological partial restatement of the Act serves as an affirmative defense to any allegations in the Complaint;

(g) That the Complaint is invalid to the extent that it contains allegations that were not included within a timely-filed, pending unfair labor practice against Respondent. Respondent does not list any specific allegations in the Complaint that it claims this defense would apply to;

(h) That the Complaint is invalid in that it is vague and imprecise with regard to the alleged actions of Respondent. Respondent does not specify which actions it claims were alleged in a vague and imprecise manner;

(i) That the underlying election was improper and the election results invalid because the bargaining unit is improper as a result of legal error in the formulation and application of the tests used by the Board to determine the underlying bargaining unit. As a result, Respondent claims that the Union is not the exclusive collective-bargaining representative of the Unit or Amended Unit. This affirmative defense is simply a restatement of the legal defenses it previously raised in its Request for Review of Supplemental Decision, which was denied by the Board; and

(j) The Union was not properly certified and therefore Respondent has no obligation to recognize and has no duty to recognize and bargain with the Union. As noted above, this affirmative defense is simply a restatement of the legal defenses it previously raised in its Request for Review of Supplemental Decision, which was denied by the Board.

30. (a) On March 15, 2019, the Regional Director for Region 19 issued and caused to be served on Respondent an Amendment to Consolidated Complaint (“Amendment”) in the above-captioned matter. (Exhibit BB attached).

(b) The Amendment required that Respondent file an Answer to the Amendment by March 29, 2019.

31. Respondent filed an Answer to the Amendment on March 28, 2019, in which it responds as follows to the allegation in the Amendment:

3(d): Responding to Paragraph 3(d) of the Amendment, Respondent does not dispute the allegations therein, except that Respondent has no knowledge as to whether the Charging Party Local Union has been a labor organization within the meaning of § 2(5) of the Act at all material times.

(Exhibit CC attached).

32. In its Answer to the Amendment, Respondent incorporates its affirmative defenses set forth in its Answer.

33. Based on the referenced exhibits and the record as a whole, the Motion for Summary Judgment on the allegations of the Complaint and Amendment should be granted. The record clearly proves all of the allegations of the Complaint and Amendment. The evidence further establishes that Respondent has been adequately served with the charges, Complaint, and Amendment and with all papers and documents pertaining to this proceeding, and thus has been put on notice of the procedures to be followed by it, including the requirement of filing an Answer to the Complaint and an Answer to the Amendment.

As Respondent's Answer and Answer to the Amendment raise no new issues that were not covered by its Request for Review, Corrected Request for Review, and Request for Review of Supplemental Decision, it has submitted no valid defense for the conduct alleged in the Complaint and Amendment, and its affirmative defenses are entirely nonspecific as to any allegations they may reach and how or why those affirmative defenses apply, there are no material issues of facts in dispute and there is

no need for a formal hearing. See e.g. *UPS Ground Freight, Inc.*, 366 NLRB No. 100 (June 1, 2018) (finding that respondent's raising of inapplicable or baseless affirmative defenses did not raise litigable issues).

Moreover, Respondent's denial of the § 2(11) supervisory and/or § 2(13) agency status of Brian Keegan and its attorneys is not sufficient grounds to challenge summary judgment. In fact, Keegan wrote the October 10, 2017 letter referenced in paragraph 6(d) of the Complaint, by which Respondent's Answer admits "it informed" the Union of its decision not to recognize, meet, or bargain. *UPS Ground Freight*, supra, at fn. 4. (where respondent admitted its attorney wrote letter denying request to bargain, denial of agency status did not raise litigable issue). Moreover, Respondent's three attorneys were signatories to Respondent's letter, attached to this Motion as Exhibit N, stating to Region 19 that it was refusing to recognize and bargain with the Union, or to provide information, and providing Respondent's reason for that decision. *Id.* Moreover, Respondent's counsel (one of the three signatories from Exhibit N) wrote a letter to Region 19 on January 28, 2019, attached to this Motion as Exhibit Y, confirming Respondent's decision to continue refusing to recognize and bargain with the Union, and refusing to provide the Union with information.

Turning now to substantive allegations, it is axiomatic that an employer has a duty to furnish to a union, on request, information that is relevant and necessary to its role as the exclusive bargaining representative of unit employees. *Detroit Edison Co. v. NLRB*, 440 U.S. 301, 303 (1979); *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-436 (1967). The standard is a "liberal discovery-type standard that merely requires that the information have some bearing on the issue between the parties." *Postal Service*, 289

NLRB 942 (1988). The core issue is whether the requested information is of “probable” or “potential” relevance. See, e.g., *Piedmont Gardens*, 362 NLRB No. 139, slip op. at 3 (2015); *Transport of New Jersey*, 233 NLRB 694, 694 (1977). Information that implicates terms and conditions of employment of bargaining unit employees is presumptively relevant and necessary and must be produced upon a union’s request. *Whitesell Corp.*, 355 NLRB 635 (2010); *CalMat Co.*, 331 NLRB 1084 (2000).

The information requested by the Union in Exhibits 1 through 4 attached to the Complaint, and attached hereto as Exhibits G, U, V, and W, is facially and presumptively relevant by these standards. By Respondent’s counsels’ own admission in Exhibit N, if it is required to meet and bargain with the Union as the collective bargaining representative, it “will be required to provide the Union private, confidential information regarding its finances, its business and its employees.” (referencing *Anheuser Busch*, 365 NLRB No. 123 at 1-2 (2016) (union’s request for 19 different categories of information in advance of bargaining “presumptively relevant” and “must be furnished”)). It failed and refused to do so as a derivative of its refusal to meet and bargain with the Union following certification by the Board.

Where a party refuses to meet and bargain following certification by the Board, it is not the policy of the Board to allow that party to relitigate in an unfair labor practice proceeding those issues which that party has already litigated and that the Board decided in a prior representation proceeding, absent newly discovered, relevant evidence not available at the time of the litigation in the prior representation proceeding. *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941); *Washington Beef, Inc.*, 322 NLRB 398 (1996); § 102.67(f) of the Board’s Rules and Regulations.

The Unit and Amended Unit are appropriate units for the purpose of collective bargaining and the Union, by virtue of § 9(a) of the Act, is the exclusive collective bargaining representative of the Unit and Amended Unit. Moreover, the Regional Director's Certification affirmed the Union as the exclusive collective-bargaining representative of Respondent's Unit employees. In addition, the Amended Certification of Representative, which issued subsequent to the Board's Order granting Respondent's Request for Review, re-affirmed the Union as the exclusive collective-bargaining representative of the Amended Unit. Respondent has not asserted in its Answer or Answer to the Amendment, nor can it assert, the existence of any newly discovered relevant evidence on these issues. Accordingly, there are no material issues of disputed fact regarding the Union's status as the exclusive collective-bargaining representative of these employees or regarding Respondent's obligation to recognize and bargain with the Union. *Concrete Form Walls, Inc.*, 347 NLRB 1299 (2006).

Accordingly, the General Counsel respectfully requests that the Board grant the Motion to Transfer Cases to the Board and for Summary Judgment and make findings of fact and conclusions of law that Respondent's conduct violated §§ 8(a)(1) and (5) of the Act as alleged in the Complaint and Amendment.

34. As an appropriate remedy for the allegations of the Complaint and Amendment, it is requested that Respondent, its officers, agents, successors and assigns be required to:

- (a) on request by the Union, bargain in good faith with the Union and, if an agreement is reached, reduce it to writing and execute it;

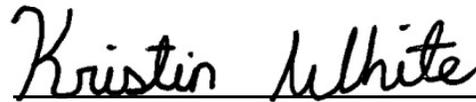
- (b) bargain in good faith with the Union, on request, for the period required by *Mar Jac Poultry*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit;
- (c) provide the Union, in a timely manner, with the information it requested in Attachments 1 through 4 to the Complaint;
- (d) post at its place of business for a period of sixty (60) days a Notice to Employees to be provided by the Regional Director of Region 19 of the Board;
- (e) post, in addition to the physical posting described above in paragraph 33(d), the Notice to Employees via Respondent's internet, email or other electronic procedures; and
- (f) comply with such other Order(s) of the Board as the Board deems appropriate in the circumstances of this case.

WHEREFORE, Counsel for the General Counsel respectfully moves the Board for the relief prayed for herein as follows:

- (a) to find, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, that the allegations in the Complaint and Amendment are true;
- (b) to rule upon this Motion prior to the opening of any hearing and prior to the taking of any evidence; and
- (c) prior to, and without necessity of further proof, issue the proposed Board Order and Notice to Employees (Exhibits DD and EE, respectively, attached), and/or that the Board issue any other order

and/or remedy deemed appropriate, against Respondent herein, its officers, agents, successors, and assigns, containing findings of fact and conclusions of law in accordance with the appropriate allegations of said Complaint and Amendment.

DATED at Portland, Oregon this 3rd day of April, 2019.

A handwritten signature in black ink that reads "Kristin White". The signature is written in a cursive style and is positioned above a solid horizontal line.

Kristin White
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