

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

PFIZER, INC.

and

REBECCA LYNN OLVEY MARTIN, an Individual

**Cases 10-CA-175850
07-CA-176035**

and

JEFFREY J. REBENSTORF, an Individual

**COUNSEL FOR THE GENERAL COUNSEL'S EXCEPTIONS TO THE
ADMINISTRATIVE LAW JUDGE'S DECISION**

Counsel for the General Counsel, pursuant to Section 102.46(a) of the Board's Rules and Regulations, files the following exceptions to the March 21, 2019, supplemental decision of Administrative Law Judge Keltner W. Locke in this matter:

1. The Judge's findings on page 5, line 38; page 9, lines 20 through 41; and page 35, lines 23 through 25 that Respondent's arbitration agreement interferes with employees' substantive rights.
2. The Judge's characterization of bilateral arbitration agreements as "not fully, truly voluntary," on page 6, lines 40 through 41.
3. The Judge's characterization of arbitration procedures and matters as "a well-established substantive right" on page 9, line 20.
4. The Judge's characterization of arbitration procedures and matters as protected activity that employees "just do" on page 9, lines 20 through 21.

5. The Judge's characterization of Respondent's confidentiality provision as a prohibition restricting employees' "right to discuss conditions of employment" on page 11, lines 16 through 21.
6. The Judge's findings that the confidentiality provision at issue does not involve a procedural right on page 9, line 39, and page 35, lines 23 through 25.
7. The Judge's characterization of Respondent's arbitration system as a condition of employment on page 14, lines 1 through 2.
8. The Judge's finding that arbitration of a work-related dispute is a condition of employment on page 14, lines 11 through 12.
9. The Judge's finding that employees have a Section 7 right to discuss arbitration proceedings on page 14, lines 11 through 28.
10. The Judge's decision to reject Counsel for the General Counsel's argument regarding the lawfulness of the confidentiality provision at issue on page 14, lines 33 through 34.
11. The Judge's finding that Respondent's confidentiality provision is a "work rule" on page 19, lines 23 through 35, and page 35, lines 40 through 43.
12. The Judge's finding that Respondent's confidentiality provision is an "employment policy" on page 19, lines 23 through 35, and page 35, lines 40 through 43.
13. The Judge's finding that the confidentiality provision existed as an employment policy and/or work rule prior to an employee's assent to the bilateral arbitration agreement on page 20, lines 12 through 16.
14. The Judge's finding that Respondent's confidentiality provision interferes with employees' Section 7 rights on page 39, lines 6 through 10 and lines 30 through 32.

15. The Judge's finding that Respondent's employees would reasonably believe that they are not permitted to discuss any aspect of arbitration on page 41, lines 14 through 16.
16. The Judge's finding that employees would reasonably understand Respondent's confidentiality provision to prohibit them from discussing the entirety of arbitrations among themselves or the public on page 43, lines 31 through 34.
17. The Judge's finding that Respondent's confidentiality provision interferes with employees' Section 7 rights on page 43, lines 35 through 37.
18. The Judge's finding that Respondent's business reasons for its confidentiality provision do not outweigh any interference with Section 7 rights on page 49, line 47, through page 50, line 2.
19. The Judge's finding that Respondent's confidentiality provision violates Section 8(a)(1) of the Act on page 50, lines 2 and 3.
20. The Judge's finding that Respondent's confidentiality provision is a Category 3 rule under *The Boing Company*, 365 NLRB No. 154 (December 14, 2017), on page 50, lines 18 through 21.
21. The Judge's recommendations to the Board regarding remedies on page 50, line 25, through page 51, lines 1 through 14.
22. The Judge's Conclusions of Law 2 that "Respondent violated Section 8(a)(1) of the Act by prohibiting its employees from discussing or disclosing information about an arbitration conducted pursuant to the Arbitration Agreement which the Respondent imposed and by prohibiting them from discussing or disclosing information about the arbitrator's award" on page 51, lines 20 through 23.
23. The Judge's recommended Order on page 51, line 31, through page 53, line 15.

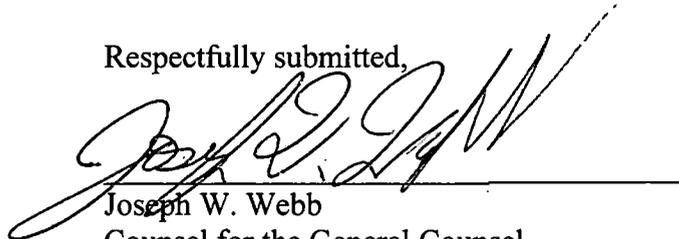
24. The Judge's recommended Notice to Employees, which is attached to his supplemental decision as "Appendix A."

The portions of the record and authority relied upon to support these Exceptions are contained in the accompanying supporting brief.

Counsel for the General Counsel respectfully requests that the Board grants these Exceptions and find, contrary to the Judge, that Respondent did NOT violate the Act as alleged in the complaint and that the complaint is due to be dismissed.

DATED, this 15th day of May, 2019.

Respectfully submitted,



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CERTIFICATE OF SERVICE

This is to certify that on May 15, 2019 copies of the Counsel for the General Counsel's Exceptions to the Administrative Law Judge's Decision were served via e-mail on:

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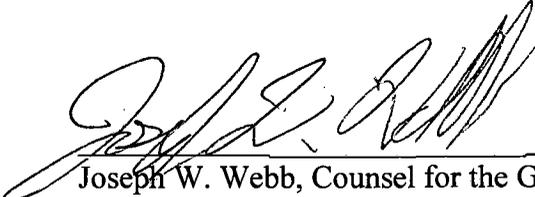
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