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8 **UNITED STATES OF AMERICA**  
9 **BEFORE THE NATIONAL LABOR RELATIONS BOARD**  
10 **REGION 28**

11 APEX LINEN SERVICE INC.,  
12 Respondent,  
13 and  
14 INTERNATIONAL UNION OF  
15 OPERATING ENGINEERS LOCAL 501,  
AFL-CIO,  
16  
17 Charging Party.

Case Nos. 28-CA-216351  
28-CA-218085  
28-CA-222251  
28-CA-225805  
28-CA-226407  
28-CA-226917  
28-CA-226924  
28-CA-226939  
28-CA-227970  
28-CA-227973  
28-CA-233003

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19 **RESPONDENT APEX LINEN SERVICE INC.'S**  
20 **EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE JOHN T. GIANNOPOULOS**  
21 **DECISION**  
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No.	Page (“p.”), Line(s) (“ln.”) of the ALJ Decision	Exception
1	<i>passim</i>	To the ALJ’s failure to consider probative, uncontroverted evidence of Servin’s bias against Apex.
2	p. 31, lns. 28-31	To the ALJ’s erroneous finding that discipline issued to Arellano regarding unnecessarily ordering parts constituted disparate treatment because other employees had not been disciplined for the same thing.
3	p. 32, lns. 1-3	To the ALJ’s erroneous finding that discipline issued to Arellano for his failure to correctly diagnose and repair the “bagger motor” constituted disparate treatment because other engineers who unsuccessfully tried to complete a repair were not disciplined.
4	p. 32, lns. 4-5	To the ALJ’s erroneous finding that other employees who ordered parts which went unfulfilled were not disciplined constituted disparate treatment.
5	p. 32, lns. 37-38	To the ALJ’s erroneous finding that “there is no evidence that Marsh informed any of the employees about a ‘safe zone’” regarding Weightanka training.
6	p. 39, lns. 8-13	To the ALJ’s erroneous finding that Apex afforded Arellano disparate treatment for his safety violation because Apex did not issue written discipline to other employees for safety violations.
7	p. 39, lns. 19-22	To the ALJ’s erroneous finding that Apex failed to show it would have disciplined Arellano for his safety violation if he had not engaged in protected activity.
8	p. 45, lns. 44-45, p. 46, ln. 1	To the ALJ’s erroneous finding that Apex failed to rebut the General Counsel’s prima facie case and that Servin’s September 1, 2018 discipline for inadequate workmanship on the “folder/stacker” was unlawfully motivated.
9	p. 61, lns. 23-26	To the ALJ’s erroneous finding that Apex held engineers to a higher standard and more strictly enforced its work rules after the CBA was signed.

No.	Page (“p.”), Line(s) (“ln.”) of the ALJ Decision	Exception
10	p. 61, lns. 25-26	To the ALJ’s erroneous finding that Apex would not have disciplined Servin for his faulty work on the “double-buck” but for his union and protected activities.
11	p. 66, lns. 36-38	To the ALJ’s erroneous finding that Apex failed to show that it would have disciplined, suspended, and discharged Arellano absent his union and other protected conduct.
12	p. 67, lns. 11-13	To the ALJ’s erroneous finding that Apex held employees to a higher standard and more strictly enforced work rules because of their protected activities.
13	p. 71, lns. 20-23	To the ALJ’s erroneous finding that Apex failed to show that Servin would have been fired absent his protected activity.
14	p. 72, lns. 43-45	To the ALJ’s erroneous finding that Apex changed its practice and more stringently enforced its work rules to target employees because of their union activities.
15	p. 73, lns. 30-33	To the ALJ’s erroneous finding that after the CBA was negotiated with the Union, Apex started holding engineers to a higher standard than before and more strictly enforced its work rules; and the increase was based at least in part on employee union activities and the new CBA specifically.

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No.	Page ("p."), Line(s) ("ln.") of the ALJ Decision	Exception
16	p. 73, lns. 34-36	To the ALJ's erroneous finding that Apex failed to show the individual disciplines issued to Arellano and Servin were motivated by considerations unrelated to employee protected activities.

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Dated this 25th day of June 2020.

NAYLOR & BRASTER

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**CERTIFICATE OF SERVICE**

I hereby certify that I am an employee of NAYLOR & BRASTER and that on this 25th day of June 2020, I caused the document **RESPONDENT APEX LINEN SERVICE INC.’S EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE JOHN T. GIANNOPOULOS DECISION** to be served through the NLRB E-Filing system and a true and correct copy was served by e-mail to:

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