

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27

AMPERSAND PUBLISHING, LLC d/b/a
SANTA BARBARA NEWS-PRESS

and

GRAPHIC COMMUNICATIONS
CONFERENCE, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

CASE 31-CA-028589
31-CA-028661
31-CA-028667
31-CA-028700
31-CA-028733
31-CA-028734
31-CA-028738
31-CA-028799
31-CA-028889
31-CA-028890
31-CA-028944
31-CA-029032
31-CA-029076
31-CA-029099
31-CA-029124

**RESPONDENT AMPERSAND PUBLISHING LLC D/B/A SANTA BARBARA NEWS
PRESS'S EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION AND
RECOMMENDED SUPPLEMENTAL ORDER**

Pursuant to Section 102.46 of the National Labor Relations Boards' Rules and Regulations, Respondent takes the following exceptions to the Decision of the Administrative Judge (the "ALJD") in the above-captioned cases:

1. Exception is taken to the finding that there was no evidence in the record to establish that the expenses incurred by Mr. Gottlieb were in "any way unreasonable or unwarranted." ALJD at 4, ll 1-9.

2. Exception is taken to the finding of fact and conclusion of law that General Counsel is entitled to recover its legal fees and expenses in contravention of *HTH Corp. v. NLRB*, 823 F.3d 668 (DC Cir. 2016). ALJD at 4, ll 10-33.
3. Exception is taken to the mischaracterization of Respondent's argument and the finding of fact that certain legal expenses should not be excluded even though General Counsel was unable to establish that the fees and expenses it seeks related to bargaining rather than litigation, which are not recoverable. ALJD at 4:35-5:10.
4. Exception is taken to the finding that any ambiguities with respect to General Counsel's billing entries "must be resolved in favor of the injured party and against the wrongdoer." ALJD at 5, 11-15.
5. Exception is taken to the finding that "the union is entitled to reimbursement for this category of bargaining expenses in the amount of \$41,400 plus interest." ALJD at 5, 16-17.
6. Exception is taken to the finding that there is nothing in the record to suggest that any of the expenses paid for travel, bag fees, hotel fees, hotel room rental, rental cars, taxis, gasoline, parking, meals, tips, telephone, and internet usage were in any way out of the ordinary." ALJD at 5, 36-44.
7. Exception is taken to the finding that "the union is entitled to reimbursement for these bargaining expenses the amounts of which are incorporated in the costs and expense total set forth below." ALJD at 5:44-6:2 (and footnote 1).
8. Exception is taken to the finding and conclusion of law that the union's destruction of documents relating to Respondent including receipts for which the union sought

reimbursement did not preclude the union from be awarded these expenses. ALJD at 9, l 6 – 25.

9. Exception is taken to the finding that any uncertainty with respect to the union’s expenses should be “resolved in favor of the injured party and against the wrongdoer.” ALJD at 9, ll 25-26.
10. Exception is taken to the finding that the union was entitled to reimbursement for a portion of Mr. Caruso’s salary even though he admittedly did not keep track of and could not provide any documents demonstrating the time he spent on bargaining activities. ALJD at 10, ll 20-45.
11. Exception is taken to the finding that “the union is entitled to reimbursement in the amount of \$69,640 plus interest for these bargaining expenses.” ALJD at 10:44-45.
12. Exception is taken to the finding that the unlawful actions of Respondent inflicted severe economic harm upon both Moran and Mineard who were sent scurrying in an attempt to avoid financial ruin.” ALJD at 12, ll 13-14.
13. Exception is taken to the mischaracterization that “[Moran] continued working in his job until he was reinstated with Respondent” as it is undisputed Moran simply quit his job. ALJD at 12, ll 38-39.
14. Exception is taken to the finding that Moran made “every reasonable effort to mitigate his damages.” ALJD at 12, ll 41-46.
15. Exception is taken to the finding that Respondent failed to meet its burden to that Moran failed to mitigate his damages. ALJD at 13, ll 1-11 (and footnotes 4-5).
16. Exception is taken to the finding that Moran is owed backpay in the amount of \$150,187.” ALJD at 14, ll 1-2.

17. Exception is taken to the finding that Moran is entitled to backpay and expenses in the amount of \$157,065 plus excess taxes and interest. ALJD at 14, ll 20-21.
18. Exception is taken to the finding that Mineard met his requirement to mitigate his damages despite his decision to quit looking for employment. ALJD at 15, ll 11-15.
19. Exception is taken to the finding that Mineard is entitled to backpay and expenses in the amount of \$550,016 plus excess taxes and interest. ALJD at 15, ll 31-32.
20. Exception is taken to the finding and recommended Supplemental Order that Respondent is required to pay \$221,596 plus interest with respect to the merit pay remedy including the ALJ's prohibition of any testimony by Respondent on this issue. ALJD at 15, ll 37-45, 16, ll 40-43.
21. Exception is taken to the finding and recommended Supplemental Order that Respondent is required to pay \$936,005 with respect to the remedy for use of non-unit employees including the ALJ's prohibition of any testimony by Respondent on this issue. ALJD at 16, ll 3-8, 17, ll 5-6.
22. Exception is taken to the recommended Supplemental Order insofar as it requires Respondent to pay Richard Mineard \$547,067 plus \$2929. ALJD at 16, ll 29-31.
23. Exception is taken to the recommended Supplemental Order insofar as it requires Respondent to pay Dennis Moran \$150,187 plus \$6878. ALJD at 16, ll 33-35.
24. Exception is taken to the recommended Supplemental Order insofar as it requires Respondent to pay \$111,040 for costs and expenses allegedly incurred in collective bargaining. ALJD at 16, ll 37-39
25. Exception is taken to the recommended Supplemental Order in its entirety. ALJD at 16:24-18:8.

Dated this 2nd day of October, 2020.

By:



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CERTIFICATE OF SERVICE

I hereby certify that a copy of **RESPONDENT AMPERSAND PUBLISHING LLC D/B/A SANTA BARBARA NEWS PRESS'S EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION AND RECOMMENDED SUPPLEMENTAL ORDER** was served by U.S. Mail, E-Mail and E-Filed, on the parties whose names and addresses are listed below:

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