

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

4 **RAYMOND INTERIOR SYSTEMS**

5 **and**

**Case 21-CA-37649**

6 **SOUTHERN CALIFORNIA PAINTERS AND**  
7 **ALLIED TRADES, DISTRICT COUNCIL NO.**  
8 **36, INTERNATIONAL UNION OF PAINTERS**  
9 **AND ALLIED TRADES AFL-CIO**

10 **UNITED BROTHERHOOD OF CARPENTERS**  
11 **AND JOINERS OF AMERICA, LOCAL**  
12 **UNION 1506**

13 **and**

**Case 21-CB-14259**

14 **SOUTHERN CALIFORNIA PAINTERS AND**  
15 **ALLIED TRADES DISTRICT COUNCIL NO.**  
16 **36, INTERNATIONAL UNION OF PAINTERS**  
17 **AND ALLIED TRADES, AFL-CIO**

18 **and**

19 **SOUTHWEST REGIONAL COUNCIL OF**  
20 **CARPENTERS, UNITED BROTHERHOOD**  
21 **OF CARPENTERS AND JOINERS OF AMERICA**

22 **(Party in Interest)**

23 **RESPONDENT RAYMOND INTERIOR SYSTEMS' STATEMENT OF EXCEPTIONS**  
24 **TO DECISION OF ADMINISTRATIVE LAW JUDGE BURTON LITVAK**

25 **HILL FARRER & BURRILL, LLP**  
26 **JAMES A. BOWLES, Esq. (CA Bar No. 089383)**  
27 **RICHARD S. ZUNIGA, Esq. (CA Bar No. 102592)**  
28 **One California Plaza, 37th Floor**  
**300 S. Grand Avenue**  
**Los Angeles, CA 90071**  
**Telephone: (213) 620-0460**  
**Fax (213) 624-4840**  
**Attorneys for Respondent**  
**Raymond Interior Systems**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Pursuant to Section 102.46 of the Board’s Rules and Regulations, and for the reasons stated in Respondent Raymond Interior Systems’ (“Raymond”) brief in support of exceptions, Raymond files the following exceptions to the Decision of Administrative Law Judge Burton Litvak [JD(SF)-47-08] issued on November 10, 2008 in Cases 21-CA-37649 and 21-CB-14259. Respondent United Brotherhood of Carpenters and Joiners of America, Local Union No. 1506 is referred herein to as the “Carpenters” or “Respondent Carpenters.”

1. Raymond excepts to the ALJ’s consideration of the issue of whether, on or about October 1, 2006, “Respondent Raymond engaged in acts and conduct violative of Section 8(a)(1) and (2) and Section 8(a)(1) and (3) of the Act., by extending recognition to the Southwest Regional Council of Carpenters on behalf of its affiliated local unions, including Respondent Carpenters, as the exclusive collective-bargaining representative, within the meaning of Section 9(a) of the Act, of its drywall finishing employees and enforcing the Carpenters Union 2006-2010 master agreement as covering said employees.” (ALJD page 22, line 39 to page 23, line 1)<sup>1</sup>

Violations of the Act on October 1, 2006 were not alleged in the Complaint. See G.C. Exhibit 1, Complaint.

2. Raymond excepts to the ALJ’s consideration of the issue of whether, on or about October 1, 2006, “Respondent Carpenters engaged in acts and conduct violative of Section 8(b)(1)(a) and Section 8(b)(2) of the Act, by obtaining such recognition from the Respondent Raymond and maintaining and enforcing the Carpenters Union 2006-2010 master agreement as covering Respondent Raymond’s drywall finishing employees.” (ALJD page 23, lines 1-4)

Violations of the Act on October 1, 2006 were not alleged in the Complaint. See G.C. Exhibit 1, Complaint.

3. Raymond excepts to the ALJ’s finding and conclusion that “at the hearing, Gordon

<sup>1</sup> References to the Decision of the Administrative Law Judge are designated as (ALJD \_\_).

1 Hubel conceded that, as of October 1, the ‘overall unit’ of Respondent Raymond’s drywall  
2 employees included both drywall hangers and drywall finishers.” (ALJD page 23, lines 17-19)

3 This finding is not supported by the record evidence.

4 4. Raymond excepts to the ALJ’s finding and conclusion that “the concessions by  
5 Respondent Raymond’s attorney and by Hubel . . . seemingly describe an accretion.” (ALJD  
6 page 23, lines 31-32)

7 This finding is not supported by the record evidence.

8 5. Raymond excepts to the ALJ’s finding and conclusion that the “General Counsel  
9 has established that Respondent Raymond and Respondent Carpenters acted unlawfully.” (ALJD  
10 page 24, lines 23-25)

11 Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C.  
12 Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable  
13 Board precedent.

14 6. Raymond excepts to the ALJ’s finding and conclusion that “the provision of the  
15 September 12 confidential settlement agreement, wherein Respondent Raymond agreed that, at  
16 the expiration of the Painters Union collective-bargaining agreement, it would apply the existing  
17 Carpenters Union master agreement to its drywall finishing employees ‘to the fullest extent  
18 permitted by law’ . . .and the admissions of Respondent Raymond’s attorney and of Gordon  
19 Hubel are demonstrative of the parties’ intent to establish a Section 9(a) bargaining relationship,  
20 encompassing a unit of Respondent Raymond’s drywall framing and drywall finishing  
21 employees, immediately upon expiration of Respondent Raymond’s collective bargaining  
22 agreement with the Painters Union.” (ALJD page 24, line 35 to page 25, line 4).

23 This finding is not supported by the record evidence.

24 7. Raymond excepts to the ALJ’s finding and conclusion that “in the context of the  
25  
26  
27  
28

1 earlier warning from Hubel to Winsor with regard to coverage of the drywall finishing employees  
2 at the expiration of the Painters Union collective bargaining agreement, the quoted language  
3 [referring to the ‘fullest extent permitted by law’] can only refer to a Section 9(a) relationship,  
4 and any ambiguity, in this regard, must be resolved against each Respondent.” (ALJD page 25,  
5 footnote 53, lines 35-38)

6  
7 This finding is not supported by the record evidence and/or applicable Board precedent.

8 8. Raymond excepts to the ALJ’s finding and conclusion that “such must be the case  
9 as, given the legal training of the principals of each contracting party, they most certainly would  
10 have been aware of the possibility of a representation petition, filed by the Painters Union, and  
11 the resultant legal consequences and that only a collective-bargaining agreement with a Section  
12 9(a) representative would bar such a petition.” (ALJD page 25, lines 4-8)

13  
14 This finding is not supported by the record evidence.

15 9. Raymond excepts to the ALJ’s finding and conclusion that “absent the filing of a  
16 representation petition and subsequent certification, I believe that the only method by which  
17 Respondent Raymond and Southwest Regional Council of Carpenters, on behalf of its affiliated  
18 local unions, including Carpenters, could have assured the latter’s majority representative status  
19 for Respondent Raymond’s drywall finishing employees, a historically separate unit, was through  
20 the process of accretion.” (ALJD page 25, lines 8-13)

21  
22 This finding is not supported by applicable Board precedent.

23 10. Raymond excepts to the ALJ’s finding and conclusion that “it is manifestly certain  
24 that the parties meant to accrete Respondent Raymond’s existing drywall finishing employees  
25 bargaining unit to the existing Carpenters Union master agreement’s bargaining unit.” (ALJD  
26 page 25, lines 14-16)

27  
28 This finding is not supported by the record evidence

1           11.     Raymond excepts to the ALJ's finding and conclusion that "the parties attempted  
2 accretion of Respondent Raymond's drywall finishing employees to the existing Carpenters  
3 Union master agreement bargaining unit was unlawful." (ALJD page 25, lines 22-24)

4                     Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C.  
5 Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable  
6 Board precedent.

7           12.     Raymond excepts to the ALJ's finding and conclusion that "Respondent  
8 Raymond's recognition of Respondent Carpenters as the majority representative of the former's  
9 drywall finishing employees and Respondent Carpenters' acceptance of such recognition must  
10 have been violative of the Act." (ALJD page 25, lines 24-27)

11                     Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C.  
12 Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable  
13 Board precedent.

14           13.     Raymond excepts to the ALJ's finding and conclusion rejecting its defense that "as  
15 of October 1, 2006, Respondent Raymond's drywall finishing employees were covered by a pre-  
16 existing Section 8(f) collective-bargaining agreement between the parties." (ALJD page 26, line  
17 10 to page 27, line 10)

18                     This finding is not supported by the record evidence and applicable Board precedent.

19           14.     Raymond excepts to the ALJ's finding and conclusion rejecting its defense that as  
20 of October 1, 2006, Respondent Raymond's drywall finishing employees were covered by the  
21 confidential September 12 settlement agreement, a pre-existing Section 8(f) collective-bargaining  
22 agreement between the parties. (ALJD page 26, line 10 to page 27, line 10)

23                     This finding is not supported by the record evidence and applicable Board precedent.

24           15.     Raymond excepts to the ALJ's finding that the "existence of language in the  
25  
26  
27  
28

1 master agreement, which satisfies Staunton Fuel test for the existence of a Section 9(a) bargaining  
2 relationship” means that the “contracting parties intended such a bargaining relationship with  
3 respect to the ‘separate unit’ of drywall finishing employees.” (ALJD page 26, line 10 to page  
4 27, line 10)

5 This finding is not supported by the record evidence and applicable Board precedent.

6  
7 16. Raymond excepts to the ALJ’s finding that an analysis limited to the “existence of  
8 language in the master agreement, which satisfies Staunton Fuel test for the existence of a Section  
9 9(a) bargaining relationship” is appropriate for the separate union of drywall finishing employees.  
10 (ALJD page 26, line 10 to page 27, line 10)

11 This finding is not supported by applicable Board precedent.

12  
13 17. Raymond excepts to the ALJ’s finding and conclusion that “counsel’s assertion  
14 that the parties were concerned with a separate unit consisting of Respondent Raymond’s drywall  
15 finishing employees is belied by the record evidence.” (ALJD page 26, lines 28-29)

16 18. This finding is not supported by the record evidence.

17  
18 19. Raymond excepts to the ALJ’s finding and conclusion that “Respondent  
19 Raymond’s attorney admitted that, as of October 2, 2006, ‘. . . Raymond already recognized  
20 Carpenters as the Section 9(a) representative of its drywall employees (both hangers and  
21 finishers).” (ALJD page 26, line 33 to page 27, line 1)

22 This finding is not supported by the record evidence.

23  
24 20. Raymond excepts to the ALJ’s finding and conclusion that “Hubel confirmed that  
25 his labor organization likewise intended to assert such status [referring to status as Section 9(a)  
26 representative] in one overall Carpenters unit.” (ALJD page 27, lines 2-3)

27 This finding is not supported by the record evidence.

28 21. Raymond excepts to the ALJ’s finding and conclusion that “extrinsic evidence

1 reveals that the parties herein meant to establish a Section 9(a) bargaining relationship covering  
2 one overall carpenters bargaining unit.” (ALJD page 27, lines 8-10)

3 This finding is not supported by the record evidence.

4 22. Raymond excepts to the ALJ’s finding and conclusion that Raymond’s “separate  
5 bargaining unit contention” was illusory. (ALJD page 27, lines 12-13)

6 This finding is not supported by the record evidence and applicable Board precedent.

7 23. Raymond excepts to the ALJ’s finding and conclusion rejecting Raymond’s  
8 contention that Deklewa’s rejection of the “so-called merger doctrine means that, as of October 1,  
9 2006, “coverage of the separate unit of Raymond’s drywall finishing employees did not merge  
10 those employees into the larger Carpenters’ represented framing and hanging bargaining unit.””  
11 (ALJD page 27, lines 11-19)

12 This finding is not supported by applicable Board precedent.

13 24. Raymond excepts to the ALJ’s finding and conclusion rejecting Raymond’s  
14 contention that, as of October 1, 2006, “Respondent Carpenter’s representation of the drywall  
15 finishing employees bargaining unit must have been on a Section 8(f) basis.” (ALJD page 27,  
16 lines 19-22)

17 This finding is not supported by the record evidence and applicable Board precedent.

18 25. Raymond excepts to the ALJ’s finding and conclusion rejecting Raymond’s  
19 argument that the Board’s decision in Comtel Systems Technology, Inc., 305 NLRB 287 (1991),  
20 supported Raymond’s contention that, as of October 1, 2006, Respondent Carpenter’s  
21 representation of the drywall finishing employees bargaining unit must have been on a Section  
22 8(f) basis.” (ALJD page 27, line 19 to page 28, line 46)

23 This finding is not supported by Comtel and applicable Board precedent.

24 26. Respondent Raymond excepts to the ALJ’s finding and conclusion rejecting its  
25  
26  
27  
28

1 defense that “when Respondent Raymond’s collective bargaining agreement with the Painters  
2 Union expired, until Respondent Carpenters established its majority status as the representative of  
3 Respondent Raymond’s drywall finishing employees, the parties’ existing 2006-2010 master  
4 agreement covered said employees on a Section 8(f) basis.” (ALJD page 27, lines 41-46)

5 This finding is not supported by applicable Board precedent.

6  
7 27. Raymond excepts to the ALJ’s finding and conclusion that “the contentions of  
8 counsel for Respondent Raymond and counsel for Respondent Carpenters appear to distort  
9 Comtel to mean that, in the building and construction industry, the same collective-bargaining  
10 agreement may establish a Section 8(f) bargaining relationship for one bargaining unit and a  
11 Section 9(a) bargaining relationship for another bargaining unit.” (ALJD page 28, lines 13-17)

12 This finding is not supported by Comtel and applicable Board precedent.

13  
14 28. Raymond excepts to the ALJ’s finding and conclusion that “the single employer’s  
15 bargaining unit classifications must be the same as those of the multi-employer bargaining unit.”  
16 (ALJD page 28, lines 20-22)

17 This finding is not supported by applicable Board precedent.

18  
19 29. Raymond excepts to the ALJ’s finding and conclusion that “there exists no  
20 language in Comtel, suggesting that the agreement may also constitute a Section 8(f) agreement,  
21 covering a completely separate bargaining unit.” (ALJD page 28, lines 22-24)

22 This finding is not supported by Comtel and applicable Board precedent.

23  
24 30. Raymond excepts to the ALJ’s finding and conclusion rejecting the argument that  
25 “requiring the parties to have drafted a separate collective-bargaining agreement, setting forth the  
26 identical terms and conditions of employment but describing the bargaining unit and governing  
27 provisions of the Act differently” elevates “form over substance.” (ALJD page 28, lines 25-29)

28 This finding is not supported by applicable Board precedent.

1           31.     Respondent Raymond excepts to the ALJ's finding and conclusion that "given the  
2 admission of Respondent Raymond's attorney that the parties intended to establish a Section 9(a)  
3 relationship covering the drywall finishing employees, I agree with counsel for the General  
4 Counsel that giving credence to Respondents' belated defense would allow them to escape the  
5 consequences of a Section 9(a) bargaining relationship after they have been permitted to enjoy the  
6 benefit of said status." (ALJD page 28, lines 31-35)  
7

8           This finding is not supported by the record evidence and applicable Board precedent.

9           32.     Respondent Raymond excepts to the ALJ's finding and conclusion that  
10 Raymond's and the Carpenters' defense was a "belated defense." (ALJD page 28, lines 31-35)  
11

12           This finding is not supported by the record evidence and applicable Board precedent.

13           33.     Raymond excepts to the ALJ's finding and conclusion rejecting the contention that  
14 the Carpenters solicitation of authorization cards from Raymond's drywall finishing employees  
15 and its entering into a separate recognition agreement with Raymond "demonstrates that the  
16 parties intended a Section 8(f) bargaining relationship immediately following Respondent  
17 Raymond's termination of its contract with the Painters Union." (ALJD page 28, lines 38-46)  
18

19           This finding is not supported by the record evidence and applicable Board precedent.

20           34.     Raymond excepts to the ALJ's finding and conclusion that Gordon Hubel admitted  
21 that the Carpenters solicited authorization cards herein solely to buttress its legal argument that,  
22 "upon expiration of Respondent Raymond's contract with the Painters Union, a valid Section 9(a)  
23 bargaining unit existed, encompassing all of the former's drywall employees, including the  
24 finishers. (ALJD page 28, lines 42-46)  
25

26           This finding is not supported by the record evidence.

27           35.     Raymond excepts to the ALJ's finding and conclusion rejecting the argument that  
28 "assuming the Carpenters Union 2006-2010 master agreement was not a valid Section 8(f) pre-

1 hire agreement, to the extent that a separate collective-bargaining agreement, between the parties,  
2 was necessary to create a Section 8(f) bargaining relationship, the parties considered their  
3 September 12, 2006 confidential settlement agreement to have been such a collective-bargaining  
4 agreement, covering Respondent Raymond's drywall finishing employees, since it incorporated  
5 the terms and conditions of employment set forth in the above master agreement." (ALJD page  
6 28, line 49 to page 29, line 3)

8 This finding is not supported by the record evidence and applicable Board precedent.

9 36. Raymond excepts to the ALJ's finding and conclusion that by the phrase "to the  
10 fullest extent permitted by law,' the parties clearly signified their intent to establish a Section 9(a)  
11 bargaining relationship covering the drywall finishing employees." (ALJD page 29, lines 3-6)

12 This finding is not supported by the record evidence and applicable Board precedent.

13 37. Raymond excepts to the ALJ's finding and conclusion that rejected the  
14 "September 12 document [referring to the confidential settlement agreement] . . . as constituting a  
15 collective bargaining agreement." (ALJD page 29, lines 3-4)

16 This finding is not supported by the record evidence and applicable Board precedent.

17 38. Raymond excepts to the ALJ's findings and conclusions pertaining to the  
18 September 12 confidential settlement agreement to the extent they are based on the fact "nothing  
19 in the document's preamble suggests the parties intended to create a collective-bargaining  
20 agreement or even meant to establish terms and conditions of employment." (ALJD page 29,  
21 lines 11-13)

22 This finding is not supported by the record evidence.

23 39. Raymond excepts to the ALJ's finding and conclusion that "there is no record  
24 evidence herein that the parties intended their settlement agreement to constitute a collective-  
25 bargaining agreement." (ALJD page 29, lines 18-19)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

This finding is not supported by the record evidence and applicable Board precedent.

40. Raymond excepts to the ALJ’s findings and conclusions pertaining to the September 12 confidential settlement agreement to the extent they are based on his finding that the “term bargaining unit is not mentioned” in the September 12, 2006 confidential settlement agreement. (ALJD page 29, line 19)

This finding is not supported by the record evidence and applicable Board precedent.

41. Raymond excepts to the ALJ’s findings and conclusions pertaining to the September 12 confidential settlement agreement to the extent they are based on the ALJ’s finding that the September 12, 2006 confidential settlement agreement “bears no expiration date.” (ALJD page 29, line 20)

This finding is not supported by the record evidence and applicable Board precedent.

42. Respondent excepts to the ALJ’s finding and conclusion that the September 12, 2006 confidential settlement agreement “apparently binds Respondent Raymond to two separate and different collective-bargaining agreements – the Carpenters Union memorandum agreement, which Respondent Raymond agreed to execute, and the existing Carpenters Union master agreement, which Respondent Raymond agreed to abide by upon expiration of its existing Painters Agreement.” (ALJ page 29, lines 20-24)

This finding is not supported by the record evidence.

43. Raymond excepts to the ALJ’s finding and conclusion that “in the second numbered paragraph [referring to the September 12, 2006 confidential settlement agreement], the reference to Raymond’s drywall finishing employees is “tenebrous” and was intended to include such employees in the overall carpenters-represented unit of the existing master agreement.” (ALJD page 29, lines 24-27)

This finding is not supported by the record evidence and applicable Board precedent.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

44. Raymond excepts to the ALJ’s finding and conclusion that if the parties “did enter into a collective-bargaining agreement via the confidential settlement agreement, such would have been an unlawful act.” (ALJD page 29, lines 28-30)

Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C. Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable Board precedent.

45. Raymond excepts to the ALJ’s reliance on Gem Management Co., 339 NLRB 489 (2003) and Oil Field Maintenance Co., Inc., 142 NLRB 1384 (1963), as support for his findings and conclusions that “if as argued, by entering into their September 12, 2006 confidential settlement agreement Respondent Raymond and Respondent Carpenters actually entered into a Section 8(f) pre-hire collective-bargaining agreement, such would have constituted an unfair labor practice, and the putative collective-bargaining agreement would have been unlawful as would have been Respondent Raymond’s recognition of Respondent Carpenters as the bargaining representative of its drywall finishing employees and the latter’s acceptance of such recognition.” (ALJD page 29, line 30 to page 30, line 3)

This finding is not supported by the cited cases and applicable Board precedent.

46. Raymond excepts to the ALJ’s finding and conclusion rejecting “Respondent Raymond’s and Respondent Carpenters’ defense that either their existing 2006-2010 master agreement or their September 12, 2006 confidential settlement agreement was a valid Section 8(f) of the Act privileged collective-bargaining agreement covering Respondent Raymond’s drywall finishing employees.” (ALJD page 30, lines 6-8)

This finding is not supported by the record evidence and applicable Board precedent.

47. Raymond excepts to the ALJ’s finding and conclusion that “on or about October 1, 2006, in the context of a Section 9(a) bargaining relationship, Respondent Raymond unlawfully

1 recognized Respondent Carpenters as the majority representative of its drywall finishing  
2 employees and Respondent Carpenters unlawfully accepted such recognition”. (ALJD page 30,  
3 lines 8-11)

4 Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C.  
5 Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable  
6 Board precedent.

7  
8 48. Raymond excepts to the ALJ’s finding and conclusion that on or about October 1,  
9 2006, “Respondent Raymond and Respondent Carpenters unlawfully enforced and applied their  
10 existing 2006-2010 master agreement as to the former’s drywall finishing employees, who  
11 constituted a historically separate appropriate unit, by accreting said employees to the existing  
12 carpenters bargaining unit.” (ALJD page 30, lines 11-14)

13  
14 Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C.  
15 Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable  
16 Board precedent.

17 49. Raymond excepts to the ALJ’s finding and conclusion that on or about October 1,  
18 2006, “[b]y their actions, each Respondent deprived Respondent Raymond’s drywall finishing  
19 employees of their statutory right to select their own bargaining representative. (ALJD page 30,  
20 lines 14-16)

21  
22 Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C.  
23 Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable  
24 Board precedent.

25 50. Raymond excepts to the ALJ’s finding and conclusion that on or about October 1,  
26 2006, “Respondent Raymond engaged in acts and conduct violative of Section 8(a)(1) and (2) and  
27 Section 8(a)(1) and (3) of the Act.” (ALJD page 30, lines 16-17)

1 Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C.  
2 Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable  
3 Board precedent.

4 51. Raymond excepts to the ALJ's finding and conclusion that on or about October 1,  
5 2006, "Respondent Carpenters engaged in acts and conduct violative of Sections 8(b)(1)(a) and  
6 8(b)(2) of the Act." (ALJD page 30, lines 18-19)

7 Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C.  
8 Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable  
9 Board precedent.

10 52. Raymond excepts to the ALJ's finding and conclusion that the "most trustworthy"  
11 witness was Jose Ramos. (ALJD page 31, lines 21-21)

12 This finding is not supported by the record evidence.

13 53. Raymond excepts to the ALJ's finding and conclusion that Jose Ramos was a  
14 "veracious witness, one who, unlike others, clearly exhibited his comprehension of the meaning,  
15 gravity, and consequences of the oath." (ALJD page 31, lines 22-24)

16 This finding is not supported by the record evidence.

17 54. Raymond excepts to the ALJ's finding and conclusion crediting Jose Ramos'  
18 testimony pertaining to Travis Winsor's alleged unlawful threat to the listening drywall finishers.  
19 (ALJD page 31, lines 25-28)

20 This finding is not supported by the record evidence.

21 55. Raymond excepts to the ALJ's finding and conclusion that "given the candid  
22 testimonial demeanor of each and their corroboration by the candid [Jose] Ramos, I likewise  
23 believe that Janet Pineda and Ruben Mejia Alvarez were honest witnesses." (ALJD page 31, line  
24 29 to page 32, line 1)

1 This finding is not supported by the record evidence.

2 56. Raymond excepts to the ALJ's finding and conclusion that Jose Ramos, Janet  
3 Pineda and Ruben Mejia Alvarez did not have "any pecuniary, employment, or other interest in  
4 the outcome of this matter." (ALJD page 32, lines 2-4).

5 This finding is not supported by the record evidence.

6  
7 57. Raymond excepts to the ALJ's finding and conclusion that Travis Winsor's  
8 demeanor "was hardly that of a guileless witness, appeared to be testifying particularly  
9 disingenuously concerning his colloquy with the employees as to the subject about which they  
10 had to reach a decision that day." (ALJD page 32, lines 6-9)

11 This finding is not supported by the record evidence.

12 58. Raymond excepts to the ALJ's finding and conclusion that Travis Winsor was  
13 contradictory as "concerning his colloquy with the employees as to the subject about which they  
14 had to reach a decision that day" stating "at one point, he was referring to benefit enrollment  
15 forms and, later, stating he was referring to Painters Union membership withdrawal forms."  
16 (ALJD page 32, lines 5-12)

17 This finding is not supported by the record evidence.

18  
19 59. Raymond excepts to the ALJ's finding and conclusion that Travis Winsor's  
20 testimony "as to the underlying purpose for the September 12, 2006 confidential settlement  
21 agreement, and his testimony, pertaining to what he said regarding the master agreement's union-  
22 security clause during the October 2 employee meeting at the Orange facility, [was] adroitly  
23 labored and vague." (ALJD page 32, lines 13-16)

24 This finding is not supported by the record evidence.

25  
26 60. Raymond excepts to the ALJ's finding and conclusion failing to credit Travis  
27 Winsor's "specific denials of the unlawful threats attributed to him by the above witnesses."  
28

1 (ALJD page 32, lines 16-17)

2 This finding is not supported by the record evidence.

3 61. Raymond excepts to the ALJ's finding and conclusion that Hector Zorrero did not  
4 exhibit "any candor, and, particularly as compared to [Ruben Mejia] Alvarez." (ALJD page 32,  
5 lines 12-13)

6 This finding is not supported by the record evidence.

7 62. Raymond excepts to the ALJ's finding and conclusion that "[Hector] Zorrero and  
8 [Travis] Winsor were contradictory as to whether, during the question and answer session,  
9 employees questioned Winsor regarding having to reach a decision that day about any subject."

10 (ALJD page 32, lines 19-21)

11 This finding is not supported by the record evidence.

12 63. Raymond excepts to the ALJ's finding and conclusion that "inasmuch as neither  
13 [Travis] Winsor nor [Hector] Zorrero convinced me as to the candor of said denials, I shall place  
14 no reliance upon the putative corroborating testimony of [Gordon] Hubel, [Daivd] Cordero, or  
15 [Pedro] Loera. (ALJD page 32, lines 23-27).

16 This finding is not supported by the record evidence.

17 64. Raymond excepts to the ALJ's finding and conclusion that "at the October 2  
18 morning employee meeting at Raymond's Orange facility, during the question and answer  
19 session, . . . an employee asked, if employees did not sign with the Carpenters, could they  
20 continue working, [and] Travis Winsor replied that, if they did not sign, there would be no more  
21 work, and that, if you don't sign, you will not have a job but that no one would be fired." (ALJD  
22 page 32, line 29 to page 33, line 2)

23 This finding is not supported by the record evidence.

24 65. Raymond excepts to the ALJ's finding and conclusion that at the October 2  
25  
26  
27  
28

1 morning employee meeting at Raymond's Orange facility, "one or more employees asked if they  
2 had to reach a decision that day about signing with the Carpenters Union, and Winsor responded,  
3 '... that if we didn't sign on that day, we weren't working any more.'" (ALJD page 33, lines 2-  
4 4)

5 This finding is not supported by the record evidence.

6  
7 66. Raymond excepts to the ALJ's finding and conclusion that at the October 2  
8 meeting at Raymond's Orange facility, in response to several employees asking Hector Zorrero  
9 "if the company would give them some time to decide about signing with the Carpenters Union,"  
10 Mr. Zorrero replied, "There's no time to think about it. Either sign... today or you cannot work  
11 tomorrow for us." (ALJD page 33, lines 4-9)

12 This finding is not supported by the record evidence.

13  
14 67. Raymond excepts to the ALJ's finding and conclusion that at the October 2  
15 meeting at Raymond's Orange facility, Raymond violated Section 8 (a)(1) and (2) and Section  
16 8(a)(1) and (3) of the Act, "by the above warnings of Travis Winsor and Hector Zorrero." (ALJD  
17 page 33, lines 42-47)

18 This finding is not supported by the record evidence and applicable Board precedent.

19  
20 68. Raymond excepts to the ALJ's finding and conclusion that at the October 2  
21 meeting at Raymond's Orange facility, Raymond "unlawfully coerced its employees into  
22 executing authorization cards on behalf of Respondent Carpenters and, thereby, rendered  
23 unlawful assistance to the latter." (ALJD page 33, lines 42-47)

24 This finding is not supported by the record evidence and applicable Board precedent.

25  
26 69. Raymond excepts to the ALJ's finding and conclusion rejecting the argument that  
27 "the alleged violations of the Act may taint the latter forms [Carpenters' application for  
28 membership forms] but not the former [authorization for representation forms] which formed the

1 basis for the request for recognition.” ALJD page 33, lines 12-17. )

2 This finding is not supported by the record evidence and applicable Board precedent.

3 70. Raymond excepts to the ALJ’s finding and conclusion that equates “membership  
4 in a labor organization with supporting representation by the said labor organization.” (ALJD  
5 page 33, lines 29-31)

6 This finding is not supported by applicable Board precedent.

7  
8 71. Raymond excepts to the ALJ’s findings and conclusions that “the inevitable result  
9 of Winsor’s and Zorrero’s coercive warnings upon the listening drywall finishing employees . . .  
10 was a tropism to execute Respondent Carpenters’ membership forms immediately after the  
11 October 2 morning meeting” and that “it follows that said threats undoubtedly had the equally  
12 coercive effect upon said employees, who also executed authorization cards on behalf of  
13 Respondent Carpenters.” (ALJD page 33, lines 31-38)

14 This finding is not supported by the record evidence and applicable Board precedent.

15  
16 72. Raymond excepts to the ALJ’s finding and conclusion that “employees, who were  
17 instructed to complete the membership application, undoubtedly completed and executed every  
18 form on the large document without regard to the differences between them.” (ALJD page 33,  
19 lines 38-42)

20 This finding is not supported by the record evidence.

21  
22 73. Raymond excepts to the ALJ’s finding and conclusion that “the signed  
23 authorization cards, which Respondent Carpenters collected subsequent to the October 2 morning  
24 meeting at Respondent Raymond’s Orange facility and relied upon in demanding recognition as  
25 the uncoerced majority representative of Respondent Raymond’s drywall finishing employees  
26 later that day, were tainted by the warnings uttered by Respondent Raymond’s [Travis] Winsor  
27 and [Hector] Zorrero.” (ALJD page 34, lines 7-12)

1 This finding is not supported by the record evidence and applicable Board precedent.

2 74. Raymond excepts to the ALJ's finding and conclusion that the "acts and conduct  
3 [referring to Travis Winsor's and Hector Zorrero's alleged statements at the October 2 meeting]  
4 demonstrate a pattern of unlawful assistance to Respondent Carpenters sufficient to taint the  
5 latter's asserted showing, by authorization cards, of majority support." (ALJD page 34, lines 12-  
6 14)  
7

8 This finding is not supported by the record evidence and applicable Board precedent.

9 75. Raymond excepts to the ALJ's finding and conclusion that "there exists  
10 insufficient record evidence to establish that Respondent Carpenters represented an uncoerced  
11 majority of Respondent Raymond's drywall finishing employees at the time Respondent  
12 Raymond granted such recognition [on October 2, 2006]." (ALJD page 34, lines 14-17)  
13

14 This finding is not supported by the record evidence and applicable Board precedent.

15 76. Raymond excepts to the ALJ's finding and conclusion that Raymond's granting of  
16 recognition to the Carpenters on October 2 as to the drywall finishing employees violated Section  
17 8(a)(1) and (2) of the Act. (ALJD page 34, lines 14-18)

18 This finding is not supported by the record evidence and applicable Board precedent.

19 77. Raymond excepts to the ALJ's finding and conclusion that "by accepting  
20 recognition from Respondent Raymond as the majority representative of the latter's drywall  
21 finishing employees" the Carpenters engaged in acts and conduct violative of Section 8(b)(1)(A)  
22 of the Act." (ALJD page 34, lines 18-22)  
23

24 This finding is not supported by the record evidence and applicable Board precedent.

25 78. Raymond excepts to the ALJ's findings and conclusions that "no Carpenters Union  
26 official ever informed the employees that they did not have to become members of Respondent  
27 Carpenters; that they had the right to object to that portion of their dues going to  
28

1 nonrepresentational expenses; or that there was an internal union procedure for challenging the  
2 amount of their monthly dues payment.” (ALJD page 35, lines 34-38)

3 This finding is not supported by the record evidence.

4 79. Respondent Raymond excepts to the ALJ’s finding(s) that “prior to enforcing its  
5 contractual union-security clause and obligating them to pay monthly dues, Respondent  
6 Carpenters failed to inform Respondent Raymond’s drywall finishing employees, none of whom  
7 were members of said labor organization, that they were not obligated to join Respondent  
8 Carpenters[,] that they were subject only to the duty to pay union initiation fees and periodic dues  
9 and that, as nonmembers, they had the rights to object to paying for union activities not germane  
10 to the union’s duty as bargaining representative and to obtain a reduction in fees for such  
11 activities, to be given sufficient information to enable them to object; and to be appraised of any  
12 internal union procedure for filing objections.” (ALJD page 35, line 45 to page 36, line 2)

13 This finding is not supported by the record evidence.

14 80. Respondent Raymond excepts to the ALJ’s finding/conclusion that “there can be  
15 no doubt that Respondent Carpenters failed to meet the requirements of California Saw, supra,  
16 and Weyerhaeuser Paper Co., supra.” (ALJD page 36, lines 2-4)

17 This finding is not supported by the record evidence and applicable Board precedent.

18 81. Respondent Raymond excepts to the ALJ’s finding that “Carpenters Union  
19 employees distributed membership applications and supplemental dues check off forms for  
20 Respondent Carpenters to Respondent Raymond’s drywall finishing employees, none of whom  
21 were members of Respondent Carpenters, moments after they were informed the existing  
22 Carpenters Union master agreement and its union-security provision would be applicable to them  
23 and they would be required to pay union dues.” (ALJD page 36, lines 8-13)

24 This finding is not supported by the record evidence.

1           82.     Respondent Raymond excepts to the ALJ's finding that "in these circumstances,  
2 presentation of the two forms to these nonmembers effectively caused them to believe that  
3 membership in Respondent Carpenters, including the obligation to pay full dues, was required at  
4 that time." (ALJD page 36, lines 13-15)

5           This finding is not supported by the record evidence.

6           83.     Respondent Raymond excepts to the ALJ's finding that "as Respondent Carpenters  
7 failed to give the required General Motors and Beck notices to Respondent Raymond's drywall  
8 finishing employees prior to giving them membership applications and supplemental dues check  
9 off forms, Respondent Carpenters breached its duty of fair representation, owed to Respondent  
10 Raymond's drywall finishing employees, in violation of Section 8(b)(1)(A) of the Act." (ALJD  
11 page 36, lines 18-22 )

12           This finding is not supported by the record evidence and applicable Board precedent.

13           84.     Respondent Raymond excepts to the ALJ's finding that that "the record evidence  
14 is that Respondent Raymond's officials, [Travis] Winsor and [Hector] Zorrero, warned the  
15 employees that such [referring to 'membership in Respondent Carpenters, including the  
16 obligation to pay dues'], was, indeed, required that day." (ALJD page 36, footnote 73, lines 44-  
17 46, and lines 13-15)

18           This finding is not supported by the record evidence.

19           85.     Raymond excepts to the ALJ's findings and conclusion that on or about October 1,  
20 2006, Raymond "engaged in acts and conduct violative of Section 8(a)(1) and (2) and Section  
21 8(a)(1) and (3) of the Act" by "recognizing Southwest Regional Council of Carpenters on behalf  
22 of its affiliated local unions, including Respondent Carpenters, as the Section 9(a) majority  
23 bargaining representative of its drywall finishing employees and maintaining and enforcing the  
24 Carpenters Union 2006-2010 master agreement, to which it and Respondent Carpenters are  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

parties and which contains a union-security provision, as covering its drywall finishing employees.” (ALJD page 36, line 35 to page 37, line 3)

Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C. Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable Board precedent.

86. Raymond excepts to the ALJ’s findings and conclusions that, on or about October 1, 2006, the Carpenters engaged in “acts and conduct violative of Section 8(b)(1)(A) and Section 8(b)(2) of the Act” by “accepting recognition from Respondent Raymond as the Section 9(a) majority bargaining representative of the latter’s drywall finishing employees and maintaining and enforcing the Carpenters Union 2006-2010 master agreement, to which Respondent Raymond and it are parties and which contains a union-security provision, as covering Respondent Raymond’s drywall finishing employees.” (ALJD page 37, lines 4-9)

Violations of the Act on October 1, 2006 were not alleged in the Complaint (see G.C. Exhibit 1, Complaint) and this finding is not supported by the record evidence and applicable Board precedent.

87. Raymond excepts to the ALJ’s findings and conclusions that, on October 2, 2006, Raymond by “warning its drywall finishing employees that, if they fail to sign with Respondent Carpenters that day, there will be no more work for them, Respondent Raymond conditioned employment upon immediate membership in Respondent Carpenters and rendered assistance to said labor organization in violation of Section 8(a)(1) and (2) and Section 8(a)(1) and (3) of the Act.” (ALJD page 37, lines 11-15)

This finding is not supported by the record evidence and applicable Board precedent.

88. Raymond excepts to the ALJ’s findings and conclusions that, on October 2, 2006, Raymond “engaged in acts and conduct violative of Section 8(a)(1) and (2) of the Act” by

1 “extending recognition to Southwest Regional Council of Carpenters on behalf of its affiliated  
2 local unions, including Respondent Carpenters, as the Section 9(a) majority bargaining  
3 representative of its drywall finishing employees at a time when Respondent Carpenters did not  
4 represent an uncoerced majority of its drywall finishing employees.” (ALJD page 37, lines 17-  
5 22)  
6

7 This finding is not supported by the record evidence and applicable Board precedent.

8 89. Raymond excepts to the ALJ’s findings and conclusions that, on October 2, 2006,  
9 the Carpenters “engaged in acts and conduct violative of Section 8(b)(1)(A) of the Act” by  
10 “accepting recognition from Respondent Raymond as the Section 9(a) majority bargaining  
11 representative of the latter’s drywall finishing employees at a time when it did not represent an  
12 uncoerced majority of said employees.” (ALJD page 37, lines 24-27)  
13

14 This finding is not supported by the record evidence and applicable Board precedent.

15 90. Raymond excepts to the ALJ’s findings and conclusions that, on October 2, 2006,  
16 the Carpenters “engaged in acts and conduct violative of Section 8(b)(1)(A) of the Act” by  
17 “failing to inform Respondent Raymond’s drywall finishing employees, whom it sought to  
18 obligate to pay dues and fees under a union-security provision, of their rights under General  
19 Motors, supra, to be and remain nonmembers and of the rights of nonmembers under Beck, supra,  
20 to object to paying for union activities not germane to its duties as bargaining agent and to obtain  
21 a reduction in dues and fees for such activities.” (ALJD page 37, lines 29-34)  
22

23 This finding is not supported by the record evidence and applicable Board precedent.

24 91. Raymond excepts to the ALJ’s findings and conclusions that, “[b]y their activities,  
25 in violation of the Act, Respondent Raymond and Respondent Carpenters engaged in unfair labor  
26 practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.” (ALJD  
27 page 37, lines 36-38)  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

This finding is not supported by the record evidence and applicable Board precedent.

92. Raymond excepts to the ALJ's recommended remedy that Raymond be "required to withdraw recognition from Respondent Carpenters as the collective-bargaining representative of its drywall finishing employees until said labor organization has been has been certified by the Board as their exclusive collective- bargaining representative." (ALJD page 37, line 50 to page 38, line 3)

This remedy is not supported by the record evidence and applicable Board precedent.

93. Raymond excepts to the ALJ's recommended remedy that "jointly and severally with Respondent Carpenters, Respondent Raymond be required to reimburse all its past and present drywall finishing employees, who joined Respondent Carpenters on or after October 2, 2006,<sup>2</sup> for any initiation fees, periodic dues, assessments, or any other moneys, which they may have paid or which may have been withheld from their pay pursuant to the Carpenters Union 2006-2010 master agreement, together with interest as prescribed in New Horizons for the Retarded, 283 NLRB 1173 (1987)." (ALJD page 38, lines 3-9)

This remedy is not supported by the record evidence and applicable Board precedent.

94. Raymond excepts to the ALJ's recommended remedy that "to the extent that such insurance and pension coverage was by or through a Carpenters Union plan" Raymond is "required to provide an equivalent substitute." (ALJD page 38, lines 9-14)

This remedy is not supported by the record evidence and applicable Board precedent.

95. Raymond excepts to the ALJ's recommended remedy that the Carpenters is "required, jointly and severally with Respondent Raymond, to reimburse all of the latter's past and present drywall finishing employees, who joined it on or after October 2, 2006, for any initiation fees, periodic dues, assessments, or other moneys, which they may have paid or which

1 may have been withheld from their pay pursuant to the Carpenters Union 2006-2010 master  
2 agreement, with interest as set forth above.” (ALJD page 38, lines 15-21)

3 This remedy is not supported by the record evidence and applicable Board precedent.

4 96. Raymond excepts to the ALJ’s recommended order that Raymond cease and desist  
5 from “[r]ecognizing and bargaining with Southwest Regional Council of Carpenters on behalf of  
6 its affiliated local unions, including Respondent Carpenters, as the exclusive bargaining  
7 representative of its drywall finishing employees until Respondent Carpenters has been certified  
8 as their exclusive collective-bargaining representative by the Board.” (ALJD page 38, lines 34-  
9 37)

10 This order is not supported by the record evidence and applicable Board precedent.

11 97. Raymond excepts to the ALJ’s recommended order that Raymond cease and desist  
12 from “[m]aintaining, enforcing, or giving effect to the Carpenters Union 2006-2010 master  
13 agreement, including the union-security clause, so as to cover its drywall finishing employees, or  
14 any extensions, renewal, or modifications thereof unless or until Respondent Carpenters has been  
15 certified by the Board as the exclusive collective-bargaining representative of said employees;  
16 provided that nothing in this Order shall authorize, allow, or require the withdrawal or elimination  
17 of any wage increase or other benefits (pension or insurance plans) that it may have been  
18 established pursuant to said agreement.” (ALJD page 39, lines 1-6)

19 This order is not supported by the record evidence and applicable Board precedent.

20 98. Raymond excepts to the ALJ’s recommended order that Raymond cease and desist  
21 from “[a]ssisting Respondent Carpenters by warning its drywall finishing employees that, if they  
22 did not sign with Respondent Carpenters that day, there would be no more work for them.”  
23 (ALJD page 39, lines 8-9)

24 This order is not supported by the record evidence and applicable Board precedent.

1           99.     Raymond excepts to the ALJ’s recommended order that Raymond cease and desist  
2 from “[r]ecognizing Respondent Carpenters as the Section 9(a) of Act exclusive bargaining  
3 representative of its drywall finishing employees when it does not represent an uncoerced  
4 majority of said employees.” (ALJD page 39, lines 11-13)

5           This order is not supported by the record evidence and applicable Board precedent.

6           100.    Raymond excepts to the ALJ’s recommended order that Raymond cease and desist  
7 from “[i]n any like or related manner interfering with, restraining, or coercing employees in the  
8 exercise of the rights guaranteed them by Section 7 of the Act.” (ALJD page 39, lines 15-16)

9           This order is not supported by the record evidence and applicable Board precedent.

10          101.    Raymond excepts to the ALJ’s recommended order that Raymond “[w]ithdraw  
11 recognition from Respondent Carpenters as the exclusive bargaining representative of its drywall  
12 finishing employees unless and until it has been certified by the Board as the exclusive collective-  
13 bargaining representative of said employees.” (ALJD page 39, lines 20-23)

14          This order is not supported by the record evidence and applicable Board precedent.

15          102.    Raymond excepts to the ALJ’s recommended order that Raymond “[j]ointly and  
16 severally with Respondent Carpenters, reimburse its past and present drywall finishing  
17 employees, who joined Respondent Carpenters on or after October 2, 2006, for any initiation fees,  
18 periodic dues, assessments, or any other moneys, which they may have paid or which may have  
19 been withheld from their pay pursuant to the Carpenters Union 2006-201110 master agreement,  
20 together with interest as set forth above.” (ALJD page 39, lines 24-28)

21          This order is not supported by the record evidence and applicable Board precedent.

22          103.    Raymond excepts to the ALJ’s recommended order that Raymond “[t]o the extent  
23 that coverage was provided under Carpenters Union plans, provide alternate benefits coverage  
24 equivalent to the coverage that its drywall finishing employees possessed under the Carpenters  
25  
26  
27  
28

1 Union 2006-2010 master agreement including pension coverage and medical, hospitalization,  
2 prescription drug, dental, optical, life, and other insurance benefits and ensure that there be no  
3 lapse in coverage.” (ALJD page 39, lines 30-34)

4 This order is not supported by the record evidence and applicable Board precedent.

5  
6 104. Raymond excepts to the ALJ’s recommended order that Raymond undertake the  
7 actions set forth in Section A, subsections 2(d) through (f) of the ALJ’s recommended order.  
8 (ALJD page 39, line 36 to page 40, line 12)

9 This order is not supported by the record evidence and applicable Board precedent.

10 105. Raymond excepts to the ALJ’s recommended order that the Carpenters cease and  
11 desist from “[r]eceiving assistance and accepting recognition from Respondent Raymond as the  
12 exclusive bargaining representative of the latter’s drywall finishing employees unless and until it  
13 has been certified by the Board as the exclusive collective-bargaining representative of said  
14 employees.” (ALJD page 40, lines 20-23)

15 This order is not supported by the record evidence and applicable Board precedent.

16  
17 106. Raymond excepts to the ALJ’s recommended order that the Carpenters cease and  
18 desist from “[m]aintaining and enforcing the Carpenters Union 2006-2010 master agreement,  
19 including the union-security clause so as to cover Respondent Raymond’s drywall finishing  
20 employees, and any extensions, renewal, or modifications thereof unless and until it has been  
21 certified by the Board as the exclusive collective-bargaining representative of said employees.”  
22 (ALJD page 40, lines 25-28)

23 This order is not supported by the record evidence and applicable Board precedent.

24  
25 107. Raymond excepts to the ALJ’s recommended order that the Carpenters cease and  
26 desist from “[f]ailing to inform Respondent Raymond’s drywall finishing employees, whom it  
27 sought to obligate to pay dues and fees under a union-security provision, of their rights, under  
28

1 NLRB v. General Motors Corp., 373 U.S. 734 (1963), to be and remain nonmembers of  
2 Respondent Carpenters and of the rights of nonmembers, under Communications Workers v.  
3 Beck, 487 U.S. 735 (1988), to object to paying for union activities not germane to the labor  
4 organization's duties as collective-bargaining representative and to obtain a reduction in dues and  
5 fees for such activities." (ALJD page 40, lines 30-36)

6  
7 This order is not supported by the record evidence and applicable Board precedent.

8 108. Raymond excepts to the ALJ's recommended order that the Carpenters cease and  
9 desist from" [s]eeking and obtaining Section 9(a) recognition from Respondent Raymond as the  
10 majority representative of its drywall finishing employees when it does not represent an  
11 uncoerced majority of said employees." (ALJD page 40, lines 38-40)

12 This order is not supported by the record evidence and applicable Board precedent.

13 109. Raymond excepts to the ALJ's recommended order that the Carpenters cease and  
14 desist from "[i]n any like or related manner restraining or coercing employees in the exercise of  
15 the rights guaranteed them by Section 7 of the Act." (ALJD page 40, lines 42-43)

16 This order is not supported by the record evidence and applicable Board precedent.

17 110. Raymond excepts to the ALJ's recommended order that the Carpenters "[j]ointly  
18 and severally with Respondent Raymond, reimburse all of the latter's past and present drywall  
19 finishing employees, who joined Respondent Carpenters on or after October 2, 2006, for initiation  
20 fees, periodic dues, assessments, or any other moneys, which they may have paid or which may  
21 have been withheld from their pay pursuant to the Carpenters Union 2006-2010 master  
22 agreement." (ALJD page 40, lines 47-51)

23 This order is not supported by the record evidence and applicable Board precedent.

24 111. Raymond excepts to the ALJ's recommended order that the Carpenters undertake  
25 the actions set forth in Section B, subsections 2(b) through (d) of the ALJ's recommended order.  
26  
27  
28

1 (ALJD page 41, lines 1-27)

2 This order is not supported by the record evidence and applicable Board precedent.

3 112. Raymond excepts to the ALJ's recommended "Notice to Employees." (ALJD,  
4 Appendix "A")

5 This "Notice to Employees" is not supported by the record evidence and applicable Board  
6 precedent.

7  
8 113. Raymond excepts to the ALJ's recommended "Notice to Members." (ALJD,  
9 Appendix "B.")

10 This "Notice to Members" is not supported by the record evidence and applicable Board  
11 precedent.

12  
13 WHEREFORE, Respondent Raymond Interior Systems respectfully requests that the  
14 Board reject the Administrative Law Judge's recommended Remedy, recommended Order,  
15 "Notice to Employees," and "Notice to Members," to the extent inconsistent with the exceptions  
16 herein, and that the Board find that Respondent Raymond Interior Systems did not violate  
17 Sections 8(a)(1), (2) and/or (3).

18  
19 Respectfully submitted,

20 DATED: January 12, 2009

HILL, FARRER & BURRILL LLP  
James A. Bowles, Esq.  
Richard S. Zuniga, Esq.

21  
22  
23 By: Richard S. Zuniga  
24 Richard S. Zuniga  
25 Attorneys for Respondent,  
26 RAYMOND INTERIOR SYSTEMS

27 HFB 842083.6 R1766006

## PROOF OF SERVICE

I, Richard S. Zuniga, declare as follows:

1. I am a resident of the state of California and over the age of eighteen years, and not a party to the within action; my business address is Hill, Farrer & Burrill LLP, One California Plaza, 37th Floor, Los Angeles, California 90071-3147.

2. On January 7, 2009, I telephonically notified Patrick Cullen, Ellen Greenstone, and Kathleen Jorgenson, counsel for the other parties in this matter, and again notified the above individuals by e-mail on January 12, 2009, that Respondent Raymond Interior Systems would be E-Filing its exceptions to the Decision of Administrative Law Judge Burton Litvak in Cases 21-CA-37649 and 21-CB-14259.

3. I hereby certify that on January 12, 2009, I filed **Respondent Raymond Interior Systems' Statement Of Exceptions To Decision of Administrative Law Judge Burton Litvak** in Cases 21-CA-37649 and 21-CB-14259, via E-Filing, and I caused the original and eight (8) copies of the foregoing document to be placed in a sealed envelope and sent overnight delivery via Federal Express as follows:

Lester A. Heltzer, Executive Secretary  
National Labor Relations Board  
1099 – 14th Street N.W.  
Washington, D.C. 20570  
Tel: (202) 273-1067

4. I hereby certify that on January 12, 2009, I also caused to be served a true copy of **Respondent Raymond Interior Systems' Statement of Exceptions to Decision of Administrative Law Judge Burton Litvak** in Cases 21-CA-37649 and 21-CB-14259, by placing a true copy thereof in sealed Federal Express envelopes and affixing pre-paid air bills, and causing the envelopes to be delivered to a Federal Express agent for overnight delivery as follows:

James Small, Regional Director  
National Labor Relations Board, Region 21  
888 South Figueroa Street, Ninth Floor  
Los Angeles, CA 90017-5449  
Tel: (213) 894-5213  
**[One copy]**

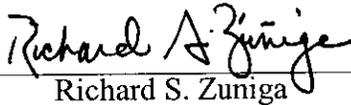
Patrick J. Cullen, Counsel for the General Counsel  
National Labor Relations Board, Region 5  
103 South Gay Street, 8th Floor  
Baltimore, MD 21202-4061  
Tel: 410) 962-2916  
**[One copy]**

Ellen Greenstone, Esq.  
Rothner Segall & Greenstone  
510 S Marengo Ave  
Pasadena, CA, 91101-3115  
Tel: (626) 796-7555  
**[One copy]**

Kathleen Jorgenson, Esq.  
DeCarlo, Connor & Shanley  
533 S. Fremont Avenue, 9<sup>th</sup> Floor  
Los Angeles, CA 90071  
Tel: (213) 488-4100  
**[One copy]**

National Labor Relations Board  
Division of Judges  
901 Market Street, Suite 300  
San Francisco, California 94103-1779  
Tel: (415) 356-5255

I declare under the laws of the State of California that the foregoing is true and correct.  
Executed this 12th day of January 2009.

  
\_\_\_\_\_  
Richard S. Zuniga

HFB 850863.1 R1766006