

**memorandum**

DATE: February 7, 2011

TO: Lester A. Heltzer,  
Executive Secretary

FROM: Barry J. Kearney  
Associate General Counsel

SUBJECT: Southwest Regional Council of Carpenters, et al.  
Cases 21-CB-15010, 21-CB-15017, 21-CB-15027,  
21-CC-3430, and 21-CP-841

Attached are an original and four copies of a unilateral formal settlement stipulation in this case involving alleged violations of Sections 8(b)(1)(A), 8(b)(4)(i)(ii)(B), and 8(b)(7)(C). Also attached is the Regional Director's recommendation for approval of this stipulation. I agree with the Regional Director and recommend that the Board approve the stipulation.

The stipulation provides for entry of a Board order and court judgment that remedies all substantive allegations in the Consolidated Complaint with broad cease and desist orders, certain affirmative obligations, and the posting of a Notice. The broad orders are appropriate in light of the Respondents' histories of engaging in unfair labor practices.<sup>1</sup>

The Stipulation also contains a non-admission clause. Since the Stipulation includes consent to the entry of a Board Order and a court judgment enforcing the Board Order, I believe that the Region appropriately agreed to such a clause.

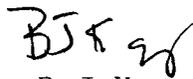
The Regional Director provided the Charging Parties with an opportunity to sign this stipulation or submit objections. In a written response, the Charging Parties raise four objections to the Settlement. We agree with the Region, as fully set forth in its recommendation for approval of the stipulation, that these objections are without merit. Specifically, we agree that: (1) the

---

<sup>1</sup> In 2008, the Ninth Circuit twice enforced Board consent orders issued against the Southwest Regional Council and Local 209 in cases involving 8(b)(1)(A) and 8(b)(4) picket line misconduct similar to the Respondents' misconduct against Silverline in the instant cases.

"Respondents shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that they have not already done so" clearly refers to affirmative provisions 9(b) and 10(b), and thus no clarification is needed; (2) paragraph 15 of the Stipulation, in which Respondents agree "not to engage in any conduct in violation of the Stipulation" pending approval of the Settlement, adequately protects the Charging Parties from continuing illegal conduct pending Board approval of the Settlement;<sup>2</sup> (3) although paragraph 16's statement that the stipulation "does not in any way affect Respondents' rights to engage in legal conduct" is superfluous, it made the settlement possible and thus should not be stricken; and (4) the inclusion of a non-admission clause is appropriate in this Stipulation, which provides for a court judgment.<sup>3</sup>

Given the full remedy achieved by the stipulation, I recommend that the stipulation be approved.

  
B.J.K.

Attachments  
x:misc/Carpenters SA ES.ald

---

<sup>2</sup> As noted by the Region, misconduct during this period would likely prevent approval of the settlement, in which case the Region could institute the Section 10(j) proceedings authorized by the Board in December 2010.

<sup>3</sup> The Respondents requested the addition of the non-admissions clause language stating that the stipulation "shall not be used or usable as an admission or for any such purpose by any party or non-party hereto" because of their concern that the stipulation might be used against them in other lawsuits that have been filed against them. Given that this language made settlement possible and is harmless, we agree that it is appropriately included.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 21

SOUTHWEST REGIONAL COUNCIL OF  
CARPENTERS, UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA;  
UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA, LOCAL 209

and

Case 21-CB-15010

2011 FEB -2 P 3:03  
RECEIVED  
NATIONAL LABOR RELATIONS BOARD  
WASHINGTON DC 20570

PALMER/SIXTH STREET PROPERTIES, LP

and

Cases 21-CB-15017  
21-CB-15027  
21-CC-3430  
21-CP-841

SILVERLINE CONSTRUCTION, INC.

SETTLEMENT STIPULATION

IT IS HEREBY STIPULATED AND AGREED by Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, herein called Respondent Council, and United Brotherhood of Carpenters and Joiners of America, Local 209, herein called Respondent Local 209, and herein collectively with Respondent Council called the Respondents; and the Acting General Counsel of the National Labor Relations Board, herein, called the Board, that:

1. Upon a charge filed by Palmer/Sixth Street Properties, LP, herein called Palmer, against the Respondents in Case 21-CB-15010 on August 6, 2010, and served on the Respondents on August 9, 2010; a charge filed by Silverline Construction, Inc., herein called Silverline, against the Respondents in Case 21-CC-3430 on August 18, 2010, and served on the

Respondents on August 18, 2010; a charge filed by Silverline against Respondents in Case 21-CB-15017 on August 20, 2010, and served on the Respondents on August 23, 2010; a charge filed by Silverline against the Respondents in Case 21-CP-841 on August 25, 2010, and served on the Respondents on August 27, 2010; and a charge filed by Silverline against the Respondents in Case 21-CB-15027 on September 7, 2010, and served on the Respondents on September 8, 2010, receipt of which charges is hereby acknowledged by the Respondents, the Acting General Counsel of the National Labor Relations Board, by the Regional Director for Region 21, acting pursuant to authority granted in Section 10(b) of the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151 et seq., herein called the Act, and Section 102.15 and 102.17 of the Board's Rules and Regulations, issued an Order Consolidating Cases and Consolidated Complaint on October 27, 2010, together with a Notice of Hearing thereon, and an Amendment to Consolidated Complaint on November 23, 2010. True copies of the aforesaid Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, and Amendment to Consolidated Complaint were duly served by certified mail upon the Respondents, and on Palmer and Silverline, receipt of which is hereby acknowledged by all parties.

2. (a) At all material times, Silverline, a California Corporation, with its principal office located at 1421 West 132nd Street, Gardena, California, has been engaged in the business of structural concrete, rebar, and masonry construction in Southern California.

(b) During the 12-month period ending September 30, 2010, Silverline, in conducting its business operations described above in paragraph 2(a), provided services valued in excess of \$50,000 for Palmer, which services were provided at locations within the State of California.

(c) At all material times, Palmer, a California Limited Partnership, with Geoff Palmer as the General Partner, and with its principal office located at 11740 San Vicente Boulevard, Suite 209, Los Angeles, California, has been engaged in the business of real estate development and construction as the owner and builder of residential real estate in the State of California.

(d) During the period of time described above in paragraph 2(b), Palmer, in conducting its business operations described above in paragraph 2(c), derived gross revenues in excess of \$1,000,000 and purchased and received at its California jobsites goods valued in excess of \$50,000 directly from points outside the State of California.

(e) Silverline is now, and at all material times has been, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, an employer within the meaning of Section 8(b)(7) of the Act, and a person within the meaning Section 8(b)(4)(i) and (ii)(B) of the Act.

(f) Palmer is now, and at all material times has been, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and a person engaged in commerce or in an industry affecting commerce within the meaning of Section 8(b)(4)(i) and (ii)(B) of the Act.

3. At all material times, Respondent Council and Respondent Local 209, and each of them individually, have been labor organizations within the meaning of Section 2(5) of the Act.

4. (a) At all material times, Taisei Construction Corporation, herein called TCC, a Delaware corporation, has been engaged in business as a general contractor in the construction industry in the State of California.

(b) At all material times, Western National Contractors has been engaged in business as a general contractor in the construction industry in the State of California.

5. (a) At all material times, Palmer has engaged Silverline to perform work as a subcontractor at a construction site known as the Piero II Apartments (herein called the Piero II jobsite) located between West Sixth Street, South Bixel Street, St. Paul Avenue, and Wilshire Boulevard, in downtown Los Angeles, California.

(b) At all material times, TCC has engaged Silverline to perform work as a subcontractor at a construction site known as the Math Business and Allied Health Building project at El Camino Community College (herein called the El Camino jobsite) located near the intersection of Redondo Beach and Crenshaw Boulevards in Torrance, California.

(c) At all material times, Western National Contractors has engaged Silverline to perform work as a subcontractor at a construction site known as Spectrum Apartments Park Building B project (herein called the Spectrum Apartments jobsite) located at 15000 Spectrum Drive in Irvine, California.

6. (a) At all material times, Respondent Council and Respondent Local 209 have been engaged in a labor dispute with Silverline.

(b) At no material time have Respondent Council or Respondent Local 209 been engaged in a labor dispute with Palmer, or with any of Palmer's subcontractors at the Piero II jobsite other than Silverline.

7. Respondents hereby withdraw their answer to the Consolidated Complaint, and all parties hereto waive the filing of answers, hearing, administrative law judge's decisions, the filing of exceptions and briefs, oral argument before the Board, the making of findings of fact or conclusions by law by the Board, and all further and other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

8. This Stipulation, together with the charges in Cases 21-CB-15010, 21-CB-15017, 21-CB-15027, 21-CC-3430, and 21-CP-841, the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, and the Amendment to Consolidated Complaint shall constitute the entire record herein.

9. Upon this Stipulation and on the record herein described in paragraph 8 above, and without any further notice of proceedings herein, the Board may forthwith enter an Order providing as follows:

(a) The Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, herein called Respondent Council, its officers, agents, and representatives, shall cease and desist from:

(i) Restraining or coercing employees in the exercise of the rights guaranteed them under Section 7 of the National Labor Relations Act, herein called the Act, by engaging in any of the following conduct:

1) impeding employees of Silverline Construction, Inc., herein called Silverline, or subcontractors, visitors, or material suppliers of Silverline in the presence of employees, from entering or exiting jobsites by engaging in mass picketing at jobsite entrances, by blocking the ingress of employees, by blocking or impeding trucks driven by employees, or by kicking, shoving, or pushing gates as supervisors open the gates for employees;

2) in the presence of employees, impeding Silverline supervisors from entering jobsites by blocking the ingress of Silverline supervisors;

3) impeding employees of a subcontractor of Silverline from entering jobsites by blocking their ingress;

4) in the presence of employees, impeding supervisors of a subcontractor of Silverline and the subcontractor's vehicles from entering jobsites by blocking their ingress;

- 5) pushing and shoving Silverline employees;
- 6) kicking Silverline employees' lunchboxes out of their hands;
- 7) tackling, kicking, shoving, or punching Silverline employees;
- 8) threatening Silverline employees with physical harm by challenging them to fight;
- 9) surveilling Silverline employees by videotaping them as they enter jobsites;
- 10) throwing objects at Silverline employees;
- 11) in the presence of employees, throwing objects at Silverline supervisors;
- 12) in the presence of employees, pushing and shoving Silverline supervisors;
- 13) in the presence of employees, assaulting and choking a Silverline supervisor;
- 14) in the presence of employees, threatening Silverline supervisors with physical harm by challenging them to fight;
- 15) in the presence of employees, threatening a supervisor of a subcontractor of Silverline with physical harm by challenging the supervisor to fight;
- 16) striking fences around jobsites with picket signs;
- 17) assaulting employees of a subcontractor of Silverline by striking, punching, and grabbing them;
- 18) in the presence of employees, assaulting supervisors of a subcontractor of Silverline by striking, punching, and grabbing them;
  - (ii) In any other manner restraining or coercing employees of Silverline, or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act;
  - (iii) Picketing at construction site gates reserved for use by neutral employers on jobsites where Silverline, or any other primary employer, is engaged in work, or

otherwise picketing for an object of forcing or requiring Palmer/Sixth Street properties, LP, herein called Palmer, or any other person to cease dealing in the products of or cease doing business with Silverline or any other primary employer;

(iv) In any other manner, or by any other means, engaging in or inducing or encouraging any individual employed by Palmer, or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threatening, coercing, or restraining Palmer, or any other person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is to force or require Palmer, or any other person, to cease dealing in the products of or to cease doing business with Silverline or any other person;

(v) Picketing, or causing to be picketed, Silverline or any other employer at any location where Silverline is performing work, where an object of such picketing is forcing or requiring Silverline to recognize or bargain with Respondent Council or United Brotherhood of Carpenters and Joiners of America, Local 209, herein called Respondent Local 209, as the collective-bargaining representative of the employees of Silverline, at a time when neither Respondent Council nor Respondent Local 209 is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act having been filed within a reasonable period of time not to exceed 30 days from the start of such picketing.

(b) Respondent Council, its officers, agents and representatives, shall take the following affirmative action necessary to effectuate the policies of the Act:

(i) Within 14 days after service by the Region of the attached notice marked "Appendix A," post the notice at the offices of Respondent Council. Copies of the notice, in English and Spanish, on forms provided by the Regional Director for Region 21, after being signed by authorized representatives of Respondent Council, shall be posted by Respondent Council immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means if Respondent Council customarily communicates with employees and members by such means. Reasonable steps will be taken by Respondent Council to ensure that the notices are not altered, defaced or covered by any other material.

(ii) Sign and return to the Regional Director sufficient copies of the attached notice marked "Appendix A" for posting by Silverline and Palmer, if willing, at all places at its facility where notices to employees and members are customarily posted. Copies of this notice will also be provided to Taisei Construction Corporation and Western National Contractors by the Region to be posted or distributed to their respective employees, if so desired.

(iii) Within 21 days after service by the Region, file with the Regional Director of Region 21 a sworn certification of a responsible official on a form provided by the Region, attesting to the steps that the Respondent Council has taken to comply.

10. Upon this Stipulation and on the record herein described in paragraph 8 above, and without any further notice of proceedings herein, the Board may forthwith enter an Order providing as follows:

(a) United Brotherhood of Carpenters and Joiners of America, Local 209, herein called Respondent Local 209, its officers, agents, and representatives, shall cease and desist from:

(i) Restraining or coercing employees in the exercise of the rights guaranteed them under Section 7 of the National Labor Relations Act, herein called the Act, by engaging in any of the following conduct:

1) impeding employees of Silverline Construction, Inc., herein called Silverline, or subcontractors, visitors, or material suppliers of Silverline in the presence of employees, from entering or exiting jobsites by engaging in mass picketing at jobsite entrances, by blocking the ingress of employees, by blocking or impeding trucks driven by employees, or by kicking, shoving, or pushing gates as supervisors open the gates for employees;

2) in the presence of employees, impeding Silverline supervisors from entering jobsites by blocking the ingress of Silverline supervisors;

3) impeding employees of a subcontractor of Silverline from entering jobsites by blocking their ingress;

4) in the presence of employees, impeding supervisors of a subcontractor of Silverline and the subcontractor's vehicles from entering jobsites by blocking their ingress;

5) pushing and shoving Silverline employees;

6) kicking Silverline employees' lunchboxes out of their hands;

7) tackling, kicking, shoving, or punching Silverline employees;

8) threatening Silverline employees with physical harm by challenging them to fight;

9) surveilling Silverline employees by videotaping them as they enter jobsites;

10) throwing objects at Silverline employees;

11) in the presence of employees, throwing objects at Silverline supervisors;  
12) in the presence of employees, pushing and shoving Silverline supervisors;  
13) in the presence of employees, assaulting and choking a Silverline supervisor;  
14) in the presence of employees, threatening Silverline supervisors with physical harm by challenging them to fight;

15) in the presence of employees, threatening a supervisor of a subcontractor of Silverline with physical harm by challenging the supervisor to fight;

16) striking fences around jobsites with picket signs;

17) assaulting employees of a subcontractor of Silverline by striking, punching, and grabbing them;

18) in the presence of employees, assaulting supervisors of a subcontractor of Silverline by striking, punching, and grabbing them;

(ii) In any other manner restraining or coercing employees of Silverline, or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act;

(iii) Picketing at construction site gates reserved for use by neutral employers on jobsites where Silverline, or any other primary employer, is engaged in work, or otherwise picketing for an object of forcing or requiring Palmer/Sixth Street properties, LP, herein called Palmer, or any other person to cease dealing in the products of or cease doing business with Silverline or any other primary employer;

(iv) In any other manner, or by any other means, engaging in or inducing or encouraging any individual employed by Palmer, or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on

any goods, articles, materials, or commodities, or to perform any services, or threatening, coercing, or restraining Palmer, or any other person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is to force or require Palmer, or any other person, to cease dealing in the products of or to cease doing business with Silverline or any other person;

(v) Picketing, or causing to be picketed, Silverline or any other employer at any location where Silverline is performing work, where an object of such picketing is forcing or requiring Silverline to recognize or bargain with Respondent Local 209 or the Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, herein called Respondent Council, as the collective-bargaining representative of the employees of Silverline, at a time when neither Respondent Local 209 nor Respondent Council is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act having been filed within a reasonable period of time not to exceed 30 days from the start of such picketing.

(b) Respondent Local 209, its officers, agents and representatives, shall take the following affirmative action necessary to effectuate the policies of the Act:

(i) Within 14 days after service by the Region of the attached notice marked "Appendix B," post the notice at the offices of Respondent Local 209. Copies of the notice, in English and Spanish, on forms provided by the Regional Director for Region 21, after being signed by authorized representatives of Respondent Local 209, shall be posted by Respondent Local 209 immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means if Respondent Local 209 customarily communicates with employees and members by such means. Reasonable steps will be

taken by Respondent Local 209 to ensure that the notices are not altered, defaced or covered by any other material.

(ii) Sign and return to the Regional Director sufficient copies of the attached notice marked "Appendix B" for posting by Silverline and Palmer, if willing, at all places at its facility where notices to employees and members are customarily posted. Copies of this notice will also be provided to Taisei Construction Corporation and Western National Contractors by the Region to be posted or distributed to their respective employees, if so desired.

(iii) Within 21 days after service by the Region, file with the Regional Director of Region 21 a sworn certification of a responsible official on a form provided by the Region, attesting to the steps that the Respondent Local 209 has taken to comply.

11. The United States Court of Appeals for the Ninth Circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth in paragraphs 9 and 10 above. The Respondents waive all defenses to the entry of the judgment, including compliance with the Order of the Board and their right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words set forth above. However, the Respondents shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that they have not already done so.

12. This Stipulation constitutes the entire agreement between the Respondents and the Acting General Counsel of the National Labor Relations Board, there being no agreement of any kind, verbal or otherwise, that varies, alters, or adds to it.

13. This Stipulation, together with the other documents constituting the record as described in paragraph 8 above, shall be filed with the Board. The Stipulation is subject to the approval of the Board, and it shall be of no force and effect until the Board has granted such

approval. On the Board's approval of the Stipulation, the Respondents will immediately comply with the provisions of the Order as set forth in paragraphs 9 and 10 above.

14. This Stipulation settles only the allegations in the above-captioned cases and does not constitute a settlement of any other cases or matters, including cases 21-CB-14259, 21-CB-14576, 21-CB-14939, 21-CB-14963, and 21-CC-3425. It does not preclude persons from filing charges, the Acting General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Stipulation, regardless of whether those matters are known to the Acting General Counsel or are readily discoverable. The Acting General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

15. It is understood that during the pendency of approval of this Stipulation, the Respondents agree not to engage in any conduct in violation of the Stipulation.

16. This Stipulation does not in any way affect Respondents' rights to engage in legal conduct.

17. This Stipulation shall have force and effect only in connection with pertinent proceedings before the NLRB, and not, for example, in state or federal court proceedings outside the NLRB's jurisdiction. Additionally, this Stipulation shall not constitute an admission by Respondents or their agents that any conduct recited above, or any wrongdoing in general, has been

engaged in by them, in connection with any proceeding outside the NLRB, and shall not be used or useable as an admission or for similar such purpose by any party or non-party hereto.

Respondents:

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Signed at Los Angeles, California this 28 day of January 2010

By: David Stanley atty  
(Name and title)

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 209

Signed at Los Angeles, California this 28 day of January 2010

By: David Stanley atty  
(Name and title)

Approval recommended :

Signed at \_\_\_\_\_, California this \_\_\_\_ day of \_\_\_\_\_ 2010

By: \_\_\_\_\_  
Cecelia Valentine, Field Attorney  
National Labor Relations Board, Region 21  
888 S. Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90017

Approved:

Signed at \_\_\_\_\_, California this \_\_\_\_ day of \_\_\_\_\_ 2010

By: \_\_\_\_\_  
James F. Small, Regional Director  
National Labor Relations Board, Region 21  
888 S. Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90017

HLRB REGION 21  
LOS ANGELES, CA

2011 JAN 31 AM 11:37

engaged in by them, in connection with any proceeding outside the NLRB, and shall not be used or useable as an admission or for similar such purpose by any party or non-party hereto.

Respondents:

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA  
Signed at Los Angeles, California this 28 day of January 2010

By: David Stanley atty  
(Name and title)

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 209  
Signed at Los Angeles, California this 28 day of January 2010

By: David Stanley atty  
(Name and title)

Approval recommended :

Signed at Los Angeles, California this 4 day of February 2010<sup>11</sup>

By: [Signature]  
Cecelia Valentine, Field Attorney  
National Labor Relations Board, Region 21  
888 S. Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90017

Approved:

Signed at Los Angeles, California this 7<sup>th</sup> day of Feb. 2010

By: James F. Small  
James F. Small, Regional Director  
National Labor Relations Board, Region 21  
888 S. Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90017

Appendix A

## **NOTICE TO EMPLOYEES AND MEMBERS**

**POSTED PURSUANT TO A SETTLEMENT STIPULATION  
APPROVED BY THE NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union
- Choose representatives to bargain on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities

**WE WILL NOT** restrain or coerce employees in the exercise of the rights guaranteed them under Section 7 of the National Labor Relations Act, herein called the Act, by engaging in any of the following conduct:

- impeding employees of Silverline Construction, Inc., herein called Silverline, or subcontractors, visitors, or material suppliers of Silverline in the presence of employees, from entering or exiting jobsites by engaging in mass picketing at jobsite entrances, by blocking the ingress of employees, by blocking or impeding trucks driven by employees, or by kicking, shoving, or pushing gates as supervisors open the gates for employees;
- in the presence of employees, impeding Silverline supervisors from entering jobsites by blocking the ingress of Silverline supervisors;
- impeding employees of a subcontractor of Silverline from entering jobsites by blocking their ingress;
- in the presence of employees, impeding supervisors of a subcontractor of Silverline and the subcontractor's vehicles from entering jobsites by blocking their ingress;
- pushing and shoving Silverline employees;
- kicking Silverline employees' lunchboxes out of their hands;
- tackling, kicking, shoving, or punching Silverline employees;
- threatening Silverline employees with physical harm by challenging them to fight;
- surveilling Silverline employees by videotaping them as they enter jobsites;
- throwing objects at Silverline employees;
- in the presence of employees, throwing objects at Silverline supervisors;
- in the presence of employees, pushing and shoving Silverline supervisors;
- in the presence of employees, assaulting and choking a Silverline supervisor;
- in the presence of employees, threatening Silverline supervisors with physical harm by challenging them to fight;
- in the presence of employees, threatening a supervisor of a subcontractor of Silverline with physical harm by challenging the supervisor to fight;
- striking fences around jobsites with picket signs;
- assaulting employees of a subcontractor of Silverline by striking, punching, and grabbing them;
- in the presence of employees, assaulting supervisors of a subcontractor of Silverline by striking, punching, and grabbing them;

**WE WILL NOT** in any other manner restrain or coerce employees of Silverline, or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act;

**WE WILL NOT** picket at construction site gates reserved for use by neutral employers on jobsites where Silverline, or any other primary employer, is engaged in work, or otherwise picket for an object of forcing or requiring Palmer/Sixth Street properties, LP, herein called Palmer, or any other person to cease dealing in the products of or cease doing business with Silverline or any other primary employer;

**WE WILL NOT** in any other manner, or by any other means, engage in or induce or encourage any individual employed by Palmer, or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threaten, coerce, or restrain Palmer, or any other person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is to force or require Palmer, or any other person, to cease dealing in the products of or to cease doing business with Silverline or any other person;

**WE WILL NOT** picket, or cause to be picketed, Silverline or any other employer at any location where Silverline is performing work, where an object of such picketing is forcing or requiring Silverline to recognize or bargain with the United Brotherhood of Carpenters and Joiners of America, Local 209 or the Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners or the as the collective-bargaining representative of the employees of Silverline, at a time when neither is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act having been filed within a reasonable period of time not to exceed 30 days from the start of such picketing.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board (NLRB) is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. The NLRB conducts secret-ballot elections to determine whether employees want union representation and investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent at the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

National Labor Relations Board, Region 21  
888 South Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, California 90017

Telephone: 213-894-5184

Si quiere, se puede hablar en español con un agente de La Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La página electrónica de red de La Junta Nacional de Relaciones del Trabajo también tiene información en español: [www.nlr.gov](http://www.nlr.gov) [Information in Spanish is also available on the Board's website: [www.nlr.gov](http://www.nlr.gov).]

**THIS IS AN OFFICAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office.

Appendix B

# NOTICE TO EMPLOYEES AND MEMBERS

POSTED PURSUANT TO A SETTLEMENT STIPULATION  
APPROVED BY THE NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union
- Choose representatives to bargain on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities

**WE WILL NOT** restrain or coerce employees in the exercise of the rights guaranteed them under Section 7 of the National Labor Relations Act, herein called the Act, by engaging in any of the following conduct:

- impeding employees of Silverline Construction, Inc., herein called Silverline, or subcontractors, visitors, or material suppliers of Silverline in the presence of employees, from entering or exiting jobsites by engaging in mass picketing at jobsite entrances, by blocking the ingress of employees, by blocking or impeding trucks driven by employees, or by kicking, shoving, or pushing gates as supervisors open the gates for employees;
- in the presence of employees, impeding Silverline supervisors from entering jobsites by blocking the ingress of Silverline supervisors;
- impeding employees of a subcontractor of Silverline from entering jobsites by blocking their ingress;
- in the presence of employees, impeding supervisors of a subcontractor of Silverline and the subcontractor's vehicles from entering jobsites by blocking their ingress;
- pushing and shoving Silverline employees;
- kicking Silverline employees' lunchboxes out of their hands;
- tackling, kicking, shoving, or punching Silverline employees;
- threatening Silverline employees with physical harm by challenging them to fight;
- surveilling Silverline employees by videotaping them as they enter jobsites;
- throwing objects at Silverline employees;
- in the presence of employees, throwing objects at Silverline supervisors;
- in the presence of employees, pushing and shoving Silverline supervisors;
- in the presence of employees, assaulting and choking a Silverline supervisor;
- in the presence of employees, threatening Silverline supervisors with physical harm by challenging them to fight;
- in the presence of employees, threatening a supervisor of a subcontractor of Silverline with physical harm by challenging the supervisor to fight;
- striking fences around jobsites with picket signs;
- assaulting employees of a subcontractor of Silverline by striking, punching, and grabbing them;
- in the presence of employees, assaulting supervisors of a subcontractor of Silverline by striking, punching, and grabbing them;

**WE WILL NOT** in any other manner restrain or coerce employees of Silverline, or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act;

**WE WILL NOT** picket at construction site gates reserved for use by neutral employers on jobsites where Silverline, or any other primary employer, is engaged in work, or otherwise picket for an object of forcing or requiring Palmer/Sixth Street properties, LP, herein called Palmer, or any other person to cease dealing in the products of or cease doing business with Silverline or any other primary employer;

**WE WILL NOT** in any other manner, or by any other means, engage in or induce or encourage any individual employed by Palmer, or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threaten, coerce, or restrain Palmer, or any other person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is to force or require Palmer, or any other person, to cease dealing in the products of or to cease doing business with Silverline or any other person;

**WE WILL NOT** picket, or cause to be picketed, Silverline or any other employer at any location where Silverline is performing work, where an object of such picketing is forcing or requiring Silverline to recognize or bargain with the United Brotherhood of Carpenters and Joiners of America, Local 209 or the Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners or the as the collective-bargaining representative of the employees of Silverline, at a time when neither is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act having been filed within a reasonable period of time not to exceed 30 days from the start of such picketing.

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA, LOCAL 209**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board (NLRB) is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. The NLRB conducts secret-ballot elections to determine whether employees want union representation and investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent at the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

National Labor Relations Board, Region 21  
888 South Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, California 90017

Telephone: 213-894-5184

Si quiere, se puede hablar en español con un agente de La Junta Nacional de Relaciones del Trabajo en confianza. [A Board agent who speaks Spanish can be made available to speak with you in confidence.] La pagina electrónica de red de La Junta Nacional de Relaciones del Trabajo también tiene información en español: [www.nlr.gov](http://www.nlr.gov) [Information in Spanish is also available on the Board's website: [www.nlr.gov](http://www.nlr.gov).]

**THIS IS AN OFFICAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office.

RECEIVED

2011 FEB -8 PM 3:42

NLRB  
ORDER SECTION

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
Region 21  
Los Angeles, California



**Memorandum**

**To:** Barry J. Kearney, Associate General Counsel  
Division of Advice **Date:** December 21, 2010

**From:** James F. Small, Regional Director  
William M. Pate, Regional Attorney  
Region 21

**Subject:** Southwest Regional Council of Carpenters,  
United Brotherhood of Carpenters and Joiners  
Of America; United Brotherhood of Carpenters  
And Joiners of America, Local 209  
(G.H. Palmer)  
Case 21-CB-15010  
Southwest Regional Council of Carpenters,  
United Brotherhood of Carpenters and Joiners  
Of America; United Brotherhood of Carpenters  
And Joiners of America, Local 209  
(Silverline Construction)  
Cases 21-CB-15017  
21-CB-15027  
21-CC-3430  
21-CP-841

**Formal Settlement Stipulation**

In accordance with Section 10164.8 of the Casehandling Manual and Section 101.9 of the Board's Statements of Procedure, attached hereto are the original and four copies of the Formal Settlement Stipulation (herein the Settlement) executed by Respondents and the Region in the above-captioned cases. The Charging Parties did not enter into the Settlement and submitted objections, which are also attached. Also forwarded are the documents constituting the record herein.

The Settlement provides for a court judgment and, in the Region's view, fully remedies the unfair labor practices alleged. Thus, the violations of Sections 8(b)(1)(A), 8(b)(4)(i)(ii)(B), and 8(b)(7)(C) of the Act, alleged in the Consolidated Complaint and Amendment to Consolidated Complaint, are all appropriately remedied by the Settlement. Respondents have ceased their picketing at the three locations referenced in the Consolidated Complaint.

Indeed, Respondents have not engaged in mass picketing or any other unlawful conduct directed against the Charging Parties since September 2, 2010<sup>1</sup>.

The Settlement contains an adequate notice posting requirement, signed copies of which Notices will be provided to the other affected general contractor/employers, who may distribute the Notices to their employees. The Settlement includes a broad cease-and-desist order (as directed by the Injunction Litigation Branch) and the notice provisions mirror those of the proposed order. The Settlement does not provide for backpay, nor are there any unusual remedies provided or any deviation from the normal compliance time limits.

For these reasons, the Region recommends approval of this Settlement, despite the Charging Parties' objections.

#### Charging Parties' Objections to the Settlement

The four objections to the Settlement presented by the Charging Parties' are set forth and discussed below.

##### 1) Post-Judgment Compliance

The Charging Parties argue that the last sentence of paragraph 11 of the Settlement, which reads "However, the Respondents shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that they have not already done so," is ambiguous and should be stricken; that this language may result in the Respondents successfully avoiding post-judgment compliance by arguing that they complied with one or more Settlement provisions during some time period *prior to* the enforcement of the judgment. It is suggested that if this sentence is intended to apply only to paragraphs 9(b) and 10(b), this should be explicitly stated.

Contrary to the Charging Parties' contention, the only other references to "affirmative provisions" within the Settlement are contained within paragraphs 9(b) and 10(b). As such, there is no other language in the Settlement that could be construed as requiring any other sort

---

<sup>1</sup> Letters, dated early December 2010, from Carpenters Locals 209 and 803, addressed to a property owner and a general contractor building a project for that owner, are included with the Charging Parties' objections. These letters reference potential future conduct targeted at Charging Party Silverline Construction and its corporate sibling Pyramid Builders, at a jobsite in San Pedro, CA, but speak only of lawful conduct - bannering and leafletting - which may commence in January 2011, and which, if it ultimately consists of unlawful conduct of the type alleged in the instant cases, will constitute a breach of this Settlement. On December 20, Respondents forwarded a third such letter, dated December 14, sent from Local 209 to another general contractor for whom Pyramid Builders may serve, on a new project adjacent to the Piero II project, as a sub-contractor. A copy of this third letter and accompanying email message are included, as an addendum to the Respondents' objections, with this submission. It should be noted that no additional charges have been filed, nor has any evidence of additional violations been submitted to the Region.

of affirmative action. There is no further clarification that would make the affirmative requirements of the Settlement any clearer.

2) Lack of Interim Remedy

The Charging Parties argue that paragraph 13 of the Settlement is inadequate, as presently written, because it “does not provide the Charging Parties with any protection from continuing illegal conduct pending approval of the settlement by the Board.” It is argued that the following be added to the end of paragraph 15 the Settlement to remedy this alleged deficiency: “Respondents further agree that pending approval of this Agreement by the Board, an injunction containing the terms set forth in paragraphs 9 and 10 may be entered against them by the United States District Court for the Central District of California pursuant to 29 U.S.C. §§ 160 (j) and (l).” Without injunctive relief, it is argued, the Charging Parties will be left without any “legally adequate means of forcing [Respondents] to comply with their obligations under the law.”

It is the Region’s position that paragraph 15, in its present form, adequately protects the Charging Parties pending approval of the Settlement. This paragraph affirmatively requires that the Respondents not engage in “any conduct in violation of the Stipulation,” which includes the precise unlawful acts the Region has alleged they engaged in against the Charging Parties at the three jobsites referenced in the Settlement. Indeed, were Respondents to again engage in any of the misconduct set forth in the Settlement, the Settlement would likely not be approved and the Region may then resort to the 10(j)<sup>2</sup> proceedings authorized by the Board on December 7, 2010.

3) “Disclaimer” Language

Charging Parties argue that paragraph 16 of the Settlement is completely unnecessary, serves no legitimate purpose, and should be deleted. Because Respondents have the right to engage in lawful conduct regardless of any such provision, Charging Parties argue that this paragraph is superfluous.

Charging Parties are not incorrect in noting that such language is superfluous. Its non-essential nature, however, does not mandate its deletion. The present paragraph is the result of negotiation between the Region and Respondents, who sought more specific language about their right to “self-defense,” which the Region declined to include in the Settlement. The language simply makes reference to the fact that Respondents will not be held in contempt of this Settlement if they engage in conduct which is lawful under the Act. The Region is of the view that this language, though arguably superfluous, should not be stricken, as its innocuous inclusion made the Settlement possible.

---

<sup>2</sup> The Region would also, concurrently, file a petition for injunctive relief under Section 10(l) of the Act.

#### 4) “Non-Admission” Clause

Charging Parties argue that paragraph 17, characterized as a non-admission clause, is inappropriate in this formal settlement which provides for a broad remedial order, and should, thus, be deleted. Further, it is argued that this provision is against public policy because it will “make it easier” for Respondents to “avoid liability for similar conduct they are charged with in other proceedings<sup>3</sup>.” Charging Parties further argue that this provision will permit Respondents to claim that they are immune from future attempts to enjoin their mass-picketing and violence in state court. Finally, the Charging Parties question the meaning of the reference to “...or for similar such purpose” in the final sentence of paragraph 17, and also the enforceability of the application of this provision, to non-parties.

The Region is of the view that the inclusion of this paragraph is appropriate in this Settlement, in light of Section 10164.5 of the Casehandling Manual, which states that a non-admission clause may be included in a formal settlement, so long as the settlement provides for a court judgment. Paragraph 11 of this Settlement provides for a court judgment. It should also be noted that this non-admission provision does not apply to proceedings within the NLRB’s jurisdiction. While the Charging Parties may be concerned about other types of legal action, such concerns fall outside the public interest protected by the NLRB. The Region agreed to the inclusion of this paragraph, requested by Respondents, after deliberation about whether it would limit the NLRB’s ability to use the Settlement in a suitable manner in future proceedings, including contempt proceedings in the event the Respondents breach this very Settlement. This clause does not amount to a stipulation that Respondents did not violate the Act. Without this clause, Respondents would not agree to settle the matter, resulting in unnecessary litigation. As for the queries about the last sentence of the paragraph, “similar such purpose” clearly relates to the use of the executed Settlement as an admission, and the enforceability of this limitation as to non-parties to the agreement is not relevant to these proceedings.

In conclusion, the Region is of the view that the Settlement is appropriate and adequately remedies and disposes of all of the allegations set forth in the Consolidated Complaint and Amendment to Consolidated Complaint. The Settlement will prevent Respondents from engaging in the same 8(b)(1)(A) conduct as to Silverline employees, or in any other manner interfering with the Section 7 rights of employees of Silverline or any other employer. The Settlement will prevent Respondents from engaging in further 8(b)(4) violations directed at Palmer, Silverline or any other primary employer. Finally, the Settlement will prevent Respondents from continuing to picket Silverline in violation of Section 8(b)(7)(C).

---

<sup>3</sup> Such as a hypothetical suit under Section 303 of the LMRA and the civil suit filed against Respondents by an employee of a Silverline subcontractor who was assaulted on September 2, 2010 (which assault, as an unfair labor practice, is remedied in the Settlement)

The parties to be served are:

Respondents' Counsel:

Dan Shanley, Attorney at Law  
Jody Borrelli, Attorney at Law  
Desmond Lee, Attorney at Law  
DeCarlo, Connor & Shanley  
533 South Fremont Avenue, Ninth Floor  
Los Angeles, CA 90071-1706

Phone: (213) 488-4100

Fax: (213) 488-4180

Email:

[dshanley@deconsel.com](mailto:dshanley@deconsel.com)

[jborrelli@deconsel.com](mailto:jborrelli@deconsel.com)

[dlee@deconsel.com](mailto:dlee@deconsel.com)

Charging Parties' Counsel

Ronald W. Novotny, Attorney at Law  
Atkinson, Andelson, Loya, Ruud & Romo  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703

Phone: (562) 653-3200

Fax: (562) 653-3655

Email: [rnovotny@aalrr.com](mailto:rnovotny@aalrr.com)



J.F.S.

WMP  
W.M.P.

Attachments:

Settlement Stipulation (4)

Charges in the following cases:

21-CB-15010 (4)

21-CB-15017(4)

21-CB-15027(4)

21-CC-3430 (4)

21-CP-841(4)

Order Consolidating Cases and Consolidated Complaint and Notice of Hearing (4)

Amendment to Consolidated Complaint (4)

Charging Parties' Counsel December 15, 2010 Objections Letter (including attachments) (4)

cc: Charles Posner, Deputy Assistant General Counsel  
Division of Operations

RECEIVED

2011 FEB -8 PM 3:42

HLRB  
ORDER SECTION

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

12800 CENTER COURT DRIVE, SUITE 300  
CERRITOS, CALIFORNIA 90703-9364  
(562) 653-3200 - (714) 826-5480

FAX (562) 653-3333  
WWW.AALRR.COM

FRESNO  
(559) 225-8700  
FAX (559) 225-3416

IRVINE  
(949) 453-4260  
FAX (949) 453-4262

PLEASANTON  
(925) 227-9200  
FAX (925) 227-9202

RIVERSIDE  
(951) 683-1122  
FAX (951) 683-1144

SACRAMENTO  
(916) 923-1200  
FAX (916) 923-1222

SAN DIEGO  
(619) 485-9526  
FAX (619) 485-9412

OUR FILE NUMBER:

013149.00009  
1695714v1

December 15, 2010

VIA FAX (213) 894-2778 & U.S. MAIL

James Small, Regional Director  
NLRB Region 21  
888 S. Figueroa St., Ninth Floor  
Los Angeles, CA 90017-5449

**Re: *Southwest Regional Council of Carpenters, et al. and Palmer/Sixth Street Properties, et al. Cases Nos. 21-CB-15010, 21-CB-15017, 21-CB-15027, 21-CC-3430, and 21-CP-841***

Dear Mr. Small:

On behalf of Charging Parties Palmer/Sixth Street Properties and Silverline Construction, Inc., this letter is to object to the Settlement Stipulation proposed by Region 21 in the above-referenced proceeding. The Stipulation fails to protect the interests of both the Charging Parties and the general public and thereby fails to effectuate the purposes of the Act. It also contains insufficient remedies for the wholesale violations of the statute which both the Region and the Board have found sufficient to justify the filing of an application for injunctive relief under sections 10 (j) and (l) of the statute.

In this regard, we were quite surprised to receive this proposed Stipulation on December 8, 2010, the day before the Region stated that it intended to apply for an injunction, without even being consulted as to its terms. It is a complete mystery to the Charging Parties as to why the Region would be willing to immediately enter into a formal Settlement Agreement with the Carpenters, containing a non-admissions clause, after its application for injunctive relief had sat for three months in Washington, D.C. without approval. It would appear to even the most casual outside observer that the Board is far more interested in making peace with the Carpenters, and appeasing whatever concerns the Union may have, than protecting innocent employees and construction contractors from the kinds of violence and intimidation engaged in by the Union on repeated occasions in the recent past. For these reasons, it is apparent that the agency has simply abdicated its responsibility to enforce the statute to the charged party, for purposes unknown, but with the effect of enabling the Union to continue to engage in illegal conduct with impunity while this matter remains pending for an additional lengthy round of approval by the Board in Washington.

James Small  
December 15, 2010  
Page 2

Charging Parties specifically object to the following provisions contained in the proposed Stipulation:

(1) The last sentence of paragraph 11, stating that the “Respondents shall be required to comply with the affirmative provisions of the Board’s order after entry of the judgment only to the extent that they have not already done so,” is ambiguous and should be stricken. The last thing that the Unions should be able to do after entering into the Stipulation is to be able to argue that they are no longer bound by it because they have “complied” with its provisions for any period of time before a Ninth Circuit judgment is entered. To the extent that this language is intended to apply to the notice posting and other compliance procedures set forth in paragraphs 9(b) and 10(b) of the Stipulation, that can be expressly stated without giving the Carpenters an argument that they are exempt from any of the other provisions of the Agreement by attempting to label them “affirmative obligations” and “complying” with them for any period of time.

(2) The language in paragraph 13 is inadequate because it does not provide the Charging Parties with any protection from continuing illegal conduct pending approval of the settlement by the Board. Instead of the injunctive relief under Sections 10 (j) and (l) that Charging Parties were looking forward to receiving the benefit of in the very near future, they will be left in the same position of having no injunctive orders entered against the Carpenters if this Agreement is signed, and hence no legally adequate means of forcing them to comply with their obligations under the law. This is of particular concern to the Charging Parties in view of the fact that they have an additional major project that they will be commencing work on in January 2011, that they legitimately fear the Union will attempt to disrupt by the same kind of unlawful conduct it has engaged in on *each of their last three jobs*. In order to remedy this overriding defect, the following sentence should be added at the end of paragraph 15: “Respondents further agree that pending approval of this Agreement by the Board, an injunction containing the terms set forth in paragraphs 9 and 10 may be entered against them by the United States District Court for the Central District of California pursuant to 29 U.S.C. §§ 160 (j) and (l).”

(3) Paragraph 16 should be deleted, because it is completely unnecessary. There is no need to state that Respondents have a right to engage in legal conduct, and no legitimate purpose would be achieved by including such surplusage in the Agreement.

James Small  
December 15, 2010  
Page 3

(4) Paragraph 17 should also be deleted. Having negotiated any number of informal settlement agreements on behalf of employers in which the Region has resisted the inclusion of a non-admissions clause, it is beyond belief that anyone would agree to include one in this case as part of a broad remedial order. The language serves no purpose other than to make it easier for the Union to attempt to avoid liability for similar conduct they are charged with in other proceedings, such as those that could be instituted under Section 303 of the LMRA or in Michael Casas's pending civil action for assault and batter against the Carpenters -- and should accordingly be considered against public policy for that reason.<sup>1</sup> It would also presumably be used by the Carpenters to contend that they are immune from any future state court injunction actions challenging mass picketing and violence, on the grounds that the Board has exercised its "primary jurisdiction" over this matter by its entry into a "no-fault" settlement with them.

Furthermore, it is unclear what is meant in the last sentence as to the settlement not being useable as an admission "or for similar such purpose" by even a "non-party" to the Agreement, or how language purportedly negotiated by the parties to the Stipulation can affect the rights of a "non-party" in any event. This language was also not included in the IMAC settlement on which the Stipulation was presumably modeled. Charging Parties have no interest in signing off on an agreement containing such language, and will refuse to do so.

In conclusion, it is unfortunate that after spending so much effort investigating the allegations and being prepared to prosecute them, the Region apparently lacks interest in pursuing these cases to hearing and establishing the violations of the law which were so clearly committed. One is again led to wonder what the purpose of a government agency is when it commits the resources of the kind used here to prosecute such blatant violations of the law only to then turn around and be willing to sign an agreement containing a "non-admissions clause" the first minute the Union is threatened with any real enforcement action. If the Union's conduct over the past several years has taught us anything, it is that they will ignore these Agreements and continue violating the law when they wish to do so if there is no realistic threat of sanction or contempt orders. Although the IMAC proceeding was ample proof of this, the enclosed letters recently sent by two Carpenters Locals only further serve to confirm this conclusion -- particularly in view of their repeated threats to pressure third parties based on Silverline's failure to comply with "area standards," when they *still haven't made any inquiry into what the company pays its employees.*

---

<sup>1</sup> A copy of the Complaint filed with the Orange County Superior Court in the Casas matter, Case No. 00424326CJC, is enclosed.

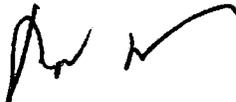
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

James Small  
December 15, 2010  
Page 4

Proceeding to a formal hearing to redress the Carpenters' illegal conduct would establish precedent that could be used to prosecute future such violations, enable us to obtain necessary information regarding the ringleaders, planning, and purposes of the illegal conduct, and permit cross-examination of the participants which might act as a deterrent to their engaging in similar actions again. Accordingly, it is Charging Parties' position that if the Carpenters are not willing to consent to an injunction being entered by a district court pending approval of the Agreement by the Board, settlement discussions should be abandoned and the General Counsel should proceed to trial as scheduled and apply for relief under section 10(j) and (l) forthwith pursuant to our repeated requests and the Board's authorization.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Ronald W. Novotny

RWN/mac

cc: Sam Maus (w/encl.)  
Mike Murphy (w/encls.)



# CARPENTERS LOCAL UNION No. 209

AFFILIATED WITH SOUTHWEST REGIONAL COUNCIL OF CARPENTERS



LOS ANGELES COUNTY

**Daniel R. Langford**  
*President*

**Robert J. Almond**  
*Financial Secretary*

**Alex Ramirez**  
*Business Representative*

December 2, 2010

Mr. Steven Donahue  
Del Amo Construction, Inc.  
23840 Madison Street  
Torrance, CA 90505

VIA CERTIFIED & U.S. MAIL



**RE: NOTICE OF LABOR DISPUTE - PYRAMID BUILDERS  
ALSO INCLUDES SILVERLINE  
HARBOR INTERFAITH FAMILY RESOURCE CTR. 670 W. 9<sup>TH</sup> ST. SAN PEDRO, CA PROJECT**

Dear Mr. Donahue:

It has come to our attention that Pyramid Builders may be currently bidding and/or performing work on one or more of your upcoming projects. Please be informed that Carpenters Local 209 has a labor dispute with Pyramid Builders. Pyramid Builders does not meet area labor standards - it does not pay area standards wages to all its employees, including providing or fully paying for family health care and pension.

Local 209 has made a solid commitment of personnel and resources to protect and preserve area standard wages, including providing or making payments for family health care and a dignified retirement for all area carpentry craft workers. Therefore, we are asking that you use your managerial discretion to not allow non-area standard contractors to perform any work on any of your projects unless and until they generally meet area labor standards for all their carpentry craft work.

We want you to be aware that our new public information campaign against Pyramid Builders will unfortunately impact all parties associated with projects where they are employed. That campaign will include highly visible lawful banner displays and distribution of handbills at the jobsite and premises of property owners, developers, general contractors, and other firms involved with projects involving a non-area standard contractor. We certainly prefer to work cooperatively with all involved parties but cannot sit idly by while these entities condone and/or support the non-area standards contractor.

If you agree to comply with the request we have made in this letter, or if our information about a non-area standard contractor being involved with any of your projects is incorrect, please call the undersigned immediately at (888) 524-4445. Doing so will provide the greatest protection against your firm becoming publicly involved in this dispute through misunderstanding or error.

Sincerely,

*Alex Ramirez*

Alex Ramirez  
Business Representative

Carpenters Local Union No. 209  
15881 Valley View Court  
Sylmar, California 91342



(818) 364-9303  
(661) 255-1511  
FAX (818) 364-2986



## Carpenters Local Union No. 803

AFFILIATED WITH SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

*James Flores*, Financial Secretary-Treas. • *Gilbert Badillo*, President

December 6, 2010

Kim Napolillo  
Harbor Interfaith Services Inc  
670 W Ninth St  
San Pedro, CA 90731

**RE: NOTICE OF LABOR DISPUTE  
& IMPENDING DEMONSTRATION ACTIVITY**

Dear Kim Napolillo,

It has come to our attention that **IMAC, Hakanson, Silverline, and Pyramid** are being considered as subcontractors to **Del Amo Construction Inc** on a new project in San Pedro, CA located at **Harbor Interfaith-Family Resource Center-670 W Ninth St**. Carpenters Local 803 has a labor dispute with **IMAC, Hakanson, Silverline, and Pyramid** which have both short run and long range impact on our community.

**IMAC, Hakanson, Silverline, and Pyramid** pay below area standard wages, abuse immigrant labor, and do not provide family medical care. By this neglect of its workforce **IMAC, Hakanson, Silverline, and Pyramid** meet the legal definition of a "rat" contractor. Historically "rat" contractors such as **IMAC, Hakanson, Silverline, and Pyramid** create a drain on the economy of a community, perpetuate overcrowding of low-income residential neighborhoods and burden taxpayers for medical and social services.

Local 803 intends to pursue our labor dispute with **IMAC, Hakanson, Silverline, and Pyramid**, and any other contractor, general contractor, owner, developer, architect, end user, and tenant of the projects contracted to **IMAC, Hakanson, Silverline, and Pyramid**. Local 803 will publicize its opinions on the issues described above. This is our right under federal labor laws and the 1<sup>st</sup> Amendment of the United States Constitution, the California Constitution, and California labor law. We intend to exercise that right to choose the terms we deem appropriate in conveying our message, without censure from those involved in the dispute. We regularly display banners and distribute leaflets at the premises of everyone involved in the labor dispute to inform the public of the presence of a "rat" or immigrant labor abuser.

Every business has an obligation to the community to maintain and uplift, if reasonably possible, community, economic, and social standards. Allowing a building to be constructed by **IMAC, Hakanson, Silverline, and Pyramid** contribute to a decline in community standards. **Harbor Interfaith Services Inc**, regardless to its formal relationship to the

Page Two

contracting parties, has a position of influence. Local 803 is asking that Harbor Interfaith Service Inc do all it can lawfully do to insure that labor and community standards are met.

I would welcome the opportunity to discuss our labor dispute with you and IMAC, Hakanson Silverline, and Pyramid, and your involvement with the above-mentioned project. This labor dispute is vital to the lives of our members and their families. Business growth is fundamental for our trade. Workers, business, and the community as a whole all gain when reputable contractors who pay area standard are chosen to construct commercial buildings. I would very much like to talk with you so that we can both achieve our common goals.

Sincerely,



Jim Flores  
Financial Secretary-Treas.

Also Notified:

Harbor Interfaith Services Inc- Tahia Hayslet  
Harbor Interfaith Services Inc- Caroline Brady-Sinco  
Del Amo Construction Inc- Jerry A Donahue

JF: sd  
Opeiu 537

12610  
DC RD 3

ORIGINAL FILED

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

NOV 12 2010

ALAN CARLSON, Clerk of the Court

*N. Dorfman*  
BY N DORFMAN

1 CARNO & CARLTON, LLP  
2 The Civic Center Building  
24031 El Toro Road, Suite 220  
Laguna Hills, CA 92653  
3 Telephone: (949) 540-0320  
4 Facsimile: (949) 540-0322

5 BY: ANDREW C. CARLTON, Bar No. 210649  
ANNA M. CARNO, Bar No. 146555

6 Attorneys for Plaintiffs MICHAEL CASAS and MARLOANNE MONTOYA-CASAS

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF ORANGE

BY FAX

30-2010

00424326

10 MICHAEL CASAS, an individual; and  
11 MARLOANNE MONTOYA-CASAS, an  
12 individual,

13 Plaintiffs,

vs.

14 CARPENTERS UNION LOCAL #209, form of  
15 business entity unknown; THE IRVINE  
16 COMPANY APARTMENT COMMUNITIES,  
17 INC., a Delaware corporation; WESTERN  
18 NATIONAL CONTRACTORS, a California  
19 corporation; SILVERLINE CONSTRUCTION,  
INC., a California corporation; and DOES 1 through  
200, inclusive,

Defendants.

Case No. \_\_\_\_\_

COMPLAINT FOR:

- 1. ASSAULT;
- 2. BATTERY;
- 3. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- 4. NEGLIGENCE;
- 5. NEGLIGENT SUPERVISION;
- 6. PREMISES LIABILITY; AND
- 7. LOSS OF CONSORTIUM

20 Plaintiff MICHAEL CASAS (hereinafter "Plaintiff") complains and alleges as follows:

21 GENERAL ALLEGATIONS JUDGE GREGORY MUNOZ  
22 DEPT. C13

23 1. Plaintiff is, and at all times herein mentioned was, an individual and a resident of San  
24 Bernardino County, State of California. At the time of the incident described herein, Plaintiff was  
25 employed by Robert Stinchfield, Inc., at the construction site known as the "Park Building B Project"  
on Spectrum Drive in Orange County, California (hereinafter "Project").

26 2. Plaintiff is informed and believes and thereon alleges that Defendant CARPENTERS  
27 UNION LOCAL #209 (hereinafter "UNION") is a labor union with its principal office located at 15881  
28 Valleyview Court, Sylmar, California 91342.

1           3.     Plaintiff is informed and believes and thereon alleges that Defendant THE IRVINE  
2 COMPANY APARTMENT COMMUNITIES, INC. (hereinafter "TICAC"), is and at all times relevant  
3 herein was a Delaware corporation, authorized to, and in fact was, conducting business in the State of  
4 California, County of Orange, and is the owner and/or developer of the Project.

5           4.     Plaintiff is informed and believes and thereon alleges that Defendant WESTERN  
6 NATIONAL CONTRACTORS (hereinafter "WNC") is and at all times relevant herein was a California  
7 Corporation, authorized to, and in fact was, conducting business in the State of California, County of  
8 Orange, and is/was the general contractor for the Project.

9           5.     Plaintiff is informed and believes and thereon alleges that Defendant SILVERLINE  
10 CONSTRUCTION, INC. (hereinafter "SCI"), is and at all times relevant herein was a California  
11 Corporation, authorized to, and in fact was, conducting business in the State of California, County of  
12 Orange, and is/was a contractor hired by WNC to perform construction work on the Project. Plaintiff is  
13 informed and believes and thereon alleges that Defendant SCI contracted with Plaintiff's employer,  
14 Robert Stinchfield, Inc., to perform construction work on the Project.

15           6.     Defendants DOES 1 through 200, inclusive, and each of them, are sued under fictitious  
16 names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities  
17 are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.  
18 Plaintiff is informed and therein alleges that each of the fictitiously named defendants are responsible  
19 in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were  
20 proximately caused by those defendants. Each reference in this complaint to "defendant", "defendants",  
21 or a specifically named defendant refers also to all defendants sued under fictitious names.

22           7.     Plaintiff is informed and believes and thereon alleges that at all times herein mentioned  
23 each of the defendants, including all defendants sued under fictitious names, was the agent and employee  
24 of each of the remaining defendants, and in doing the things herein alleged, was acting within the course  
25 and scope of this agency and employment, and/or was acting on behalf of and/or at the direction of  
26 and/or at the authorization of each of the remaining defendants. Plaintiff is further informed and believes  
27 and thereon alleges that, where applicable, defendant(s) named herein is/are vicariously liable under a  
28 respondeat superior theory of liability as the tortious conduct alleged herein is imputed to said

1 defendant(s) where the tortious conduct is that of their agent(s) and/or employees acting within the  
2 course and scope of said agency/employment relationship.

3  
4 **FIRST CAUSE OF ACTION**

5 **FOR ASSAULT**

6 **(Against Defendant UNION,**

7 **and DOES 1 through 200, inclusive.)**

8 8. Plaintiff re-alleges and incorporates herein by reference, as though fully set forth below,  
9 each and every allegation contained in Paragraphs 1 through 7, above.

10 9. At the site of the Project on September 2, 2010, at the direction of WNC's representative,  
11 Plaintiff attempted to pass through a gate designated as Gate A, which Plaintiff is informed and believes  
12 and thereon alleges was the designated entrance for non-union employees, vendors, suppliers, and/or  
13 subcontractors of WNC and/or SCI.

14 10. Plaintiff was driving an Ingersoll-Rand Reach Lift Tractor. On the forklifts of said tractor  
15 was a container with various tools and other items for use at the work site. As Plaintiff attempted to pass  
16 through Gate A, Plaintiff observed a large group of individuals, from UNION, that were picketing and  
17 carrying picket signs, which signs Plaintiff is informed and believes stated, as follows:

18 "Silverline

19 UNFAIR

20 To

21 CARPENTERS

22 UNION #209

23 Not Paying Area Standard

24 Wages and Fringe Benefits

25 Sanctioned by

26 Carpenters Local

27 Union #209"

28 ///

1           11.    As Plaintiff attempted to enter through Gate A, a DOE picketer from UNION, began  
2 lunging a 1" x 3" stick (taken from the front of the tractor) towards Plaintiff's face. In fear for his well  
3 being and safety, and in order to protect himself, Plaintiff raised his hands to block the stick from hitting  
4 Plaintiff's face and body.

5           12.    As Plaintiff was attempting to deflect and defend himself from the DOE picketer that was  
6 lunging the stick toward Plaintiff's face, another DOE defendant, from UNION, reached into the tractor  
7 across Plaintiff's lap and removed the key from the ignition of said tractor. At this time, numerous DOE  
8 defendants, from UNION, converged upon Plaintiff all the while shouting profanities and threatening  
9 Plaintiff with bodily harm.

10           13.    In doing the acts as alleged above, Defendant UNION, and DOES 1 through 200,  
11 inclusive, and each of them, intended to cause or to place Plaintiff in apprehension of a harmful contact  
12 with the Plaintiff's person.

13           14.    As a result of Defendant UNION, and DOES 1 through 200, inclusive, and each of their  
14 acts as alleged above, Plaintiff, in fact, was placed in great apprehension of a harmful contact with  
15 Plaintiff's person.

16           15.    At no time did Plaintiff consent to any of the acts of Defendant UNION, and DOES 1  
17 through 200, inclusive, and each of them.

18           16.    As a proximate result of the acts of Defendant UNION, and DOES 1 through 200,  
19 inclusive, and each of them, Plaintiff has suffered mentally. As a result, Plaintiff has suffered general  
20 damages.

21           17.    As a further proximate result of the acts of defendant, Plaintiff has incurred, and will  
22 continue to incur, medical and related expenses. The full amount of these expenses is not known to  
23 Plaintiff at this time.

24           18.    Plaintiff is informed and believes, and thereon alleges, that Defendant UNION, as the  
25 organizer and principal of the picketing at the Project, condoned and sanctioned the assault of Plaintiff  
26 and, as such, is vicariously liable for the acts of defendant DOES 1 through 200, inclusive, and each of  
27 them, as described in this cause of action, which acts of intimidation and threats of violence are in  
28 furtherance of UNION's desire and goal to frighten and discourage individuals, such as Plaintiff, from

1 gainful employment when the UNION perceives said employment as antithetic to its objective of  
2 organizing labor.

3 19. The aforementioned conduct of defendant was willful and malicious and was intended  
4 to oppress and cause injury to Plaintiff. Plaintiff is therefore entitled to an award of punitive damages.

5  
6 **SECOND CAUSE OF ACTION**

7 **FOR BATTERY**

8 (Against Defendant UNION,

9 and DOES 1 through 200, inclusive.)

10 20. Plaintiff realleges and incorporates herein by reference as though fully set forth below,  
11 each and every allegation contained in paragraphs 1 through 19, inclusive.

12 21. Immediately after the aforementioned assault by UNION and DOES 1 through 200,  
13 inclusive, and each of them, while Plaintiff attempted to locate the key which had been pulled from the  
14 tractor driven by Plaintiff, Plaintiff was ripped from the tractor by his head, neck and/or arms and pulled  
15 to the ground, at which time UNION and DOES 1 through 200, inclusive, and each of them, began  
16 punching and kicking Plaintiff about his head, neck, back, an legs. Plaintiff was thereafter able to  
17 extricate himself from the beating, struggle to the cab of the tractor, pull himself into the tractor's cab  
18 by the steering wheel, restart the tractor, and pass through Gate A.

19 22. In doing the acts alleged above, Defendant UNION and DOES 1 through 200, inclusive,  
20 and each of them, acted with the intent to make contact with the Plaintiff's person.

21 23. At no time did Plaintiff consent to any of the acts of Defendant UNION and DOES 1  
22 through 200, inclusive, and each of them.

23 24. As a proximate cause of the acts of Defendant UNION and DOES 1 through 200,  
24 inclusive, and each of them, Plaintiff at a minimum sustained injuries to his head, neck and shoulder.  
25 Additionally, Plaintiff continues to suffer with pain, headaches, stiffness, soreness, and other ailments.

26 25. As a proximate result of the acts of Defendant UNION and DOES 1 through 200,  
27 inclusive, and each of them, Plaintiff was hurt and injured in his health, strength, and activity, sustaining  
28 injury to his person, all of which have caused, and continue to cause, Plaintiff great mental, physical, and

1 nervous pain and suffering. As a result of these injuries, Plaintiff has suffered general damages.

2 26. As a further proximate result of the acts of Defendant UNION and DOES 1 through 200,  
3 inclusive, and each of them, Plaintiff has incurred, and will continue to incur, medical and related  
4 expenses. The full amount of these expenses is not known to Plaintiff at this time.

5 27. Plaintiff is informed and believes, and thereon alleges, that Defendant UNION, as the  
6 organizer and principal of the picketing at the Project, condoned and sanctioned the battery of Plaintiff  
7 and, as such, is vicariously liable for the acts of Defendant DOES 1 through 200, inclusive, and each of  
8 them, as described in this cause of action, which acts of violence are in furtherance of UNION's desire  
9 and goal to discourage individuals, such as Plaintiff, from gainful employment when the UNION  
10 perceives said employment as antithetic to its objective of organizing labor.

11 28. The aforementioned conduct of Defendant UNION and DOES 1 through 200, inclusive,  
12 and each of them, was willful and malicious and was intended to oppress and cause injury to Plaintiff.  
13 Plaintiff is therefore entitled to an award of punitive damages.

14  
15 **THIRD CAUSE OF ACTION**

16 **FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

17 (Against Defendant UNION,

18 and DOES 1 through 200, inclusive.)

19 29. Plaintiff realleges and incorporates herein by reference as though fully set forth below,  
20 each and every allegation contained in paragraphs 1 through 28, inclusive.

21 30. The acts of Defendant UNION, and DOES 1 through 200, inclusive, and each of them,  
22 described herein were undertaken for the purpose of humiliating, degrading, and injuring Plaintiff and,  
23 as such, were outrageous and beyond all bounds of decency. Said acts were further inflicted upon  
24 Plaintiff with the intent of causing Plaintiff humiliation, anguish, and emotional and physical distress,  
25 and were the proximate cause of such humiliation, anguish, and emotional and physical distress, all for  
26 the purpose of deterring Plaintiff from working on the Project where Defendant UNION, and DOES 1  
27 through 200, inclusive, and each of them, were picketing.

28 ///

1 31. Defendant DOES 1 through 200, inclusive, and each of them, were at all times material  
2 herein acting as agents, employees and/or representatives of UNION. Plaintiff is informed and believes,  
3 and thereon alleges, that the assault, i.e., the acts of intimidation and threats of violence, and the battery,  
4 i.e., the actual violence carried out by defendant DOES 1 through 200, inclusive, and each of them,  
5 described above, were undertaken on behalf of UNION and in furtherance of UNION's desire and goal  
6 to discourage individuals, such as Plaintiff, from gainful employment when the UNION perceives said  
7 employment as antithetic to its objective of organizing labor.

8 32. As a further proximate result of the acts alleged above, Plaintiff was required to and did  
9 employ, and presently employs, physicians to examine, treat, and care for Plaintiff, and incurred  
10 additional medical expenses and other incidental medical expenses. Plaintiff is informed and believes  
11 and thereon alleges that Plaintiff will incur some additional medical expenses, the exact amount of which  
12 is unknown.

13 33. By reason of the acts alleged above, Plaintiff was prevented from attending to Plaintiff's  
14 usual occupation and thereby lost earnings. Plaintiff is informed and believes and thereon alleges, that  
15 Plaintiff will thereby be prevented from attending to Plaintiff's usual occupation for a period in the future  
16 which plaintiff cannot ascertain, and will thereby sustain further loss of earnings.

17 34. The aforementioned conduct of Defendant UNION, and DOES 1 through 200, inclusive,  
18 and each of them, was willful, wanton, malicious and oppressive and, therefore, justify an award of  
19 exemplary and punitive damages.

20  
21 **FOURTH CAUSE OF ACTION**  
22 **FOR NEGLIGENCE**  
23 **(Against Defendant UNION, TIAC, WNC, SCI,**  
24 **and DOES 1 through 200, inclusive.)**

25 35. Plaintiff realleges and incorporates herein by reference as though fully set forth below,  
26 each and every allegation contained in paragraphs 1 through 34, inclusive.

27 36. On September 2, 2010, Plaintiff was working at site of the Project. Plaintiff is informed  
28 and believes and thereon alleges that TICAC is the owner of the property that is the site of the Project,

1 that TICAC hired WNC as the general contractor for the Project, that WNC hired SCI as a subcontractor  
2 for the Project, that SCI hired Plaintiff's employer as a sub-subcontractor for the Project, and that  
3 UNION was at the Project to picket SCI.

4 37. At this time and place, Defendants UNION, TIAC, WNC, SCI and DOES 1 through 100,  
5 inclusive, and each of them, owned, possessed, and/or controlled the Project site, the location of the  
6 UNION picketing, and the location of the Plaintiff's damages, as alleged herein.

7 38. At this time and place, Defendants UNION, TIAC, WNC, SCI and DOES 1 through 100,  
8 inclusive, and each of them, negligently owned, maintained, controlled, managed, and operated the  
9 Project site so as to cause Plaintiff's physical and emotional injuries and to directly and legally cause the  
10 injuries and damages described herein.

11 39. As a direct and legal result of the negligence of Defendants UNION, TIAC, WNC, SCI  
12 and DOES 1 through 100, inclusive, and each of them, Plaintiff was hurt and injured in his health,  
13 strength, and activity, sustaining injury to his person, all of which injuries have caused, and continue to  
14 cause, Plaintiff great mental, physical, and emotional pain and suffering. As a result of these injuries,  
15 plaintiff has suffered general damages.

16 40. As a further direct and legal result of the negligence of Defendants UNION, TIAC, WNC,  
17 SCI and DOES 1 through 100, inclusive, and each of them, Plaintiff has incurred, and will continue to  
18 incur, medical and related expenses. Plaintiff does not know at this time the exact amount of expenses  
19 that have been incurred and that will be incurred in the future.

20 41. As a further direct and legal result of the negligence of Defendants UNION, TIAC, WNC,  
21 SCI and DOES 1 through 100, inclusive, and each of them, Plaintiff's earning capacity has been and will  
22 be greatly impaired, both in the past and present in an amount according to proof.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **FOR NEGLIGENT SUPERVISION**

3 (Against Defendant UNION, TIAC, WNC, SCI,  
4 and DOES 1 through 200, inclusive.)

5 42. Plaintiff realleges and incorporates herein by reference as though fully set forth below,  
6 each and every allegation contained in paragraphs 1 through 41, inclusive.

7 43. Plaintiff is informed and believes and thereon alleges that, with respect to the tortious  
8 acts heretofore alleged, Defendants UNION, TIAC, WNC, SCI and DOES 1 through 100, inclusive,  
9 and each of them, knew, or in the exercise of reasonable diligence should have known, that UNION's  
10 picketers may commit acts of intimidation, threats of violence, and actual violence in furtherance of  
11 UNION's goal to discourage non-union labor from working on the Project, and that an undue risk to  
12 persons, such as Plaintiff, would exist unless Defendant UNION adequately supervised its picketers,  
13 and unless TIAC, WNC, and SCI adequately supervised their respective employees and  
14 representatives, on the Project.

15 44. Notwithstanding the knowledge that Defendant UNION and DOES 1 through 200,  
16 inclusive, and each of them, may commit acts of intimidation, threats of violence, and actual  
17 violence against Plaintiff, in furtherance of UNION's goals, Defendants UNION, TIAC, WNC, and  
18 SCI did not adequately supervise their respective picketers, agents, employees, and representatives,  
19 as applicable.

20 45. The failure of Defendants UNION, TIAC, WNC and SCI to adequately supervise their  
21 respective picketers, agents, employees, and representatives, as applicable, on the Project was the  
22 proximate cause of Plaintiff's injury. Due to the lack of supervision, Defendant UNION and DOES 1  
23 through 200, inclusive, and each of them, were able to, and if fact did, commit the tortious acts, i.e.,  
24 the acts of intimidation, threats of violence, and actual violence against Plaintiff, as alleged herein.

25 46. Despite advanced knowledge, Defendants UNION, TIAC, WNC and SCI allowed  
26 Defendant UNION, and UNION's picketers to picket without supervision, and allowed Plaintiff to  
27 proceed into harms way without supervision, in conscious disregard of the likely intimidation, threats  
28 of violence, and actual violence, which ultimately resulted in Plaintiff's damages. As a result of this

1 conscious disregard of the rights of Plaintiff, an award of punitive damages against Defendants  
2 UNION, TIAC, WNC and SCI is warranted.

3  
4 **SIXTH CAUSE OF ACTION**  
5 **FOR PREMISES LIABILITY**

6 **(Against Defendant UNION, TIAC, WNC, SCI,**  
7 **and DOES 1 through 200, inclusive.)**

8 47. Plaintiff realleges and incorporates herein by reference as though fully set forth below,  
9 each and every allegation contained in paragraphs 1 through 46, inclusive.

10 48. On September 2, 2010, Defendants UNION, TIAC, WNC, SCI and DOES 1 through  
11 200, inclusive, and each of them, carelessly and negligently owned, operated, occupied, leased,  
12 managed, inspected, oversaw, used, directed, supervised, maintained, and/or controlled the premises  
13 of the Project, rendering said property in a dangerous and unsafe condition. By reason of said  
14 carelessness and negligence of defendants, said premises were unsafe; dangerous to persons thereon  
15 such as and including Plaintiff.

16 49. Defendants UNION, TIAC, WNC, SCI and DOES 1 through 200, inclusive, and each  
17 of them, were negligent in that they failed to use reasonable care to keep the premises of the Project  
18 in a reasonably safe condition, and failed to warn Plaintiff of said dangerous and unsafe condition,  
19 although the defendants, and each of them, knew, or in the exercise of ordinary care should have  
20 known, of said condition.

21 50. At all times herein mentioned, Defendants UNION, TIAC, WNC, SCI and DOES 1  
22 through 200, inclusive, and each of them, had a duty to properly own, manage, maintain, operate,  
23 direct, control, and supervise said premises, so as to avoid subjecting persons to unreasonable risks  
24 of harm. At all times herein mentioned, defendants, and each of them, breached their duty by  
25 negligently and carelessly failing to properly own, manage, maintain, operate, direct, control, and  
26 supervise said premises in that the UNION's picketers, by their tortious conduct, rendered the  
27 premises unsafe. As a direct and legal result of the aforesaid negligence and carelessness of the  
28 defendants, and each of them, Plaintiff suffered physical and mental harm on the subject premises.



1 employee of the remaining defendants, and proximately caused Plaintiff MARLOANNE  
2 MONTOYA-CASAS' damages as herein alleged while acting in such capacity.

3 57. As alleged in Paragraphs 1 through 52, inclusive, Defendants UNION, TIAC, WNC,  
4 SCI and DOES 1 through 200, inclusive, and each of them, are liable in tort for the injuries sustained  
5 by MICHAEL CASAS.

6 58. Prior to the injuries, Plaintiff MARLOANNE MONTOYA-CASAS' spouse was able  
7 to and did perform his duties as a spouse. Subsequent to the injuries and as a proximate result  
8 thereof, Plaintiff MARLOANNE MONTOYA-CASAS' spouse has been unable to perform the  
9 necessary duties as a spouse, in that he no longer can perform the work and services usually  
10 performed by him in the care, maintenance, and management of the family home. Plaintiff  
11 MARLOANNE MONTOYA-CASAS' spouse will be unable to perform such work, services, and  
12 duties in the future. By reason thereof, Plaintiff MARLOANNE MONTOYA-CASAS has been  
13 deprived and will be deprived of the consortium of Plaintiff MARLOANNE MONTOYA-CASAS'  
14 spouse, including the performance of MICHAEL CASAS' necessary duties, all to Plaintiff  
15 MARLOANNE MONTOYA-CASAS' damage.

16

17 WHEREFORE, Plaintiffs pray for judgment against the Defendants, and each of them, as  
18 follows:

19 **AS TO THE FIRST, SECOND AND THIRD CAUSES OF ACTION:**

- 20 1. For general and special damages according to proof;  
21 2. For medical and related expenses according to proof;  
22 3. For lost earnings, past and future, according to proof;  
23 4. For exemplary and punitive damages;  
24 5. For interest as allowed by law;  
25 6. For costs of suit herein incurred;

26 **AS TO THE FOURTH, FIFTH AND SIXTH CAUSES OF ACTION:**

- 27 7. For general and special damages according to proof;  
28 8. For medical and related expenses according to proof;

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

- 9. For loss of earnings according to proof;
- 10. For interest at the legal rate according to proof;

**AS TO THE SEVENTH CAUSE OF ACTION:**

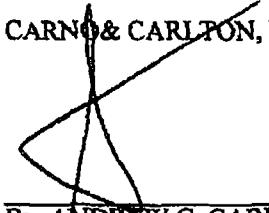
- 11. For general damages according to proof;
- 12. For special damages according to proof;
- 13. For costs of suit herein incurred;
- 14. For costs of superior court filing;

**AS TO ALL CAUSES OF ACTION:**

- 15. For costs of suit incurred herein;
- 16. For interest allowed by law;
- 17. For attorney's fees allowed by statute;
- 18. For such other and further relief as the court deems just and proper.

Dated: November 10, 2010

CARNO & CARLTON, LLP



By: ANDREW C. CARLTON, ESQ.,  
Attorneys for Plaintiffs MICHAEL CASAS and  
MARLOANNE MONTOYA-CASAS

## Valentine, Cecelia

---

**From:** Ronald W. Novotny [RNovotny@aalrr.com]  
**Sent:** Monday, December 20, 2010 12:21 PM  
**To:** Valentine, Cecelia  
**Subject:** FW: Union Notice

**Attachments:** 20101217120236067.pdf



2010121712023606  
7.pdf (72 KB)

Here is a letter that another of Silveline's general contactors, Holland Construction, received Friday from Carpenters Local 209. It threatens job action on a project adjacent to Piero II on 6th & Bixel.

It remains our position that these communications violate both the terms of the proposed Settlement Agreement and the Act, because they threaten coercive action without the union having made any inquiry into whether Sivlerline meets "area standards" in its employee compensation.

Ronald W. Novotny  
Of Counsel | Atkinson, Andelson, Loya, Ruud & Romo  
Direct (562) 653-3846 \* Fax (562) 653-3655  
rnovotny@aalrr.com | vcard | bio | website | subscribe



# CARPENTERS LOCAL UNION No. 209

AFFILIATED WITH SOUTHWEST REGIONAL COUNCIL OF CARPENTERS



**Daniel R. Langford**  
*President*

**Robert J. Almond**  
*Financial Secretary*

**Alex Ramirez**  
*Business Representative*

December 14, 2010

Mr. Thomas Warren  
Holland Partners  
1055 Wilshire Blvd., Ste 1550  
Los Angeles, CA 90017

**VIA CERTIFIED & U.S. MAIL**

**RE: NOTICE OF LABOR DISPUTE - PYRAMID BUILDERS  
ALSO INCLUDES SILVERLINE  
6<sup>TH</sup> STREET & BIXEL LOS ANGELES, CA PROJECT**

Dear Mr. Warren:

It has come to our attention that Pyramid Builders may be currently bidding and/or performing work on one or more of your upcoming projects. Please be informed that Carpenters Local 209 has a labor dispute with Pyramid Builders. Pyramid Builders does not meet area labor standards - it does not pay area standards wages to all its employees, including providing or fully paying for family health care and pension.

Local 209 has made a solid commitment of personnel and resources to protect and preserve area standard wages, including providing or making payments for family health care and a dignified retirement for all area carpentry craft workers. Therefore, we are asking that you use your managerial discretion to not allow non-area standard contractors to perform any work on any of your projects unless and until they generally meet area labor standards for all their carpentry craft work.

We want you to be aware that our new public information campaign against Pyramid Builders will unfortunately impact all parties associated with projects where they are employed. That campaign will include highly visible lawful banner displays and distribution of handbills at the jobsite and premises of property owners, developers, general contractors, and other firms involved with projects involving a non-area standard contractor. We certainly prefer to work cooperatively with all involved parties but cannot sit idly by while these entities condone and/or support the non-area standards contractor.

If you agree to comply with the request we have made in this letter, or if our information about a non-area standard contractor being involved with any of your projects is incorrect, please call the undersigned immediately at (888) 524-4445. Doing so will provide the greatest protection against your firm becoming publicly involved in this dispute through misunderstanding or error.

Sincerely,

*Alex Ramirez*

Alex Ramirez  
Business Representative

Carpenters Local Union No. 209  
15881 Valley View Court  
Sylmar, California 91342



(818) 364-9303  
(661) 255-1511  
FAX (818) 364-2986

RECEIVED

2011 FEB -8 PM 3:42

NLRB  
ORDER SECTION

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 21

SOUTHWEST REGIONAL COUNCIL OF  
CARPENTERS, UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA;  
UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA, LOCAL 209

and

Case 21-CB-15010

PALMER/SIXTH STREET PROPERTIES, LP

and

Cases 21-CB-15017  
21-CB-15027  
21-CC-3430  
21-CP-841

SILVERLINE CONSTRUCTION, INC.

AMENDMENT TO CONSOLIDATED COMPLAINT

A Consolidated Complaint and Notice of Hearing having issued on October 27, 2010, IT IS ORDERED, pursuant to Section 102.17 of the Board's Rules and Regulations that the above Complaint be amended in the following respect:

Replace the paragraph following paragraph 24 with the following:

WHEREFORE, as part of the remedy for Respondent Council's and Respondent Local 209's unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring Respondent Council and Respondent Local 209 to cease and desist from restraining or coercing employees of Silverline Construction, Inc., or of any other employer, in the exercise of the rights guaranteed them by Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act; picketing at construction site gates reserved for use by neutral employers on jobsites where

Silverline Construction, Inc., or any other primary employer, is engaged in work, or otherwise picketing for an object of forcing or requiring Palmer/Sixth Street Properties, LP or any other person to cease dealing in the products of or cease doing business with Silverline Construction, Inc., or any other primary employer, in violation of Section 8(b)(4)(ii)(B) of the Act; in any other manner, or by any other means, inducing or encouraging any individual employed by Palmer/Sixth Street Properties, LP, or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or a refusal in the course of his or her employment to use, manufacture, process, transport, or to otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threatening, coercing, or restraining Palmer/Sixth Street Properties, LP, or any other person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is to force or require Palmer/Sixth Street Properties, LP, or any other person to cease dealing in the products of or to cease doing business with Silverline Construction, Inc., or any other employer, in violation of Section 8(b)(4)(i)(B) of the Act; picketing, or causing to be picketed, any location where Silverline Construction, Inc. is performing work, where an object of such picketing is forcing or requiring Silverline Construction, Inc. to recognize or bargain with either Respondent as the collective-bargaining representative of the employees of Silverline Construction, Inc., at a time when neither Respondent is certified as such representative and where such picketing has been conducted without a petition under Section 9(c) of the Act being filed within a reasonable period of time not to exceed 30 days from the start of such picketing, in violation of Section 8(b)(7)(C) of the Act; or, in any other manner, restraining or coercing employees in the exercise of their Section 7 rights. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent Council and Respondent Local 209 are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the amendment to the consolidated complaint. The answer must be received by this office on or before December 7, 2010, or postmarked on or before December 6, 2010. Respondent Council and Respondent Local 209 should each file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required

signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amendment to consolidated complaint, regarding the non-answering Respondent, are true.

DATED at Los Angeles, California, this 23rd day of November, 2010.



James F. Small

Regional Director, Region 21  
National Labor Relations Board  
888 South Figueroa Street, Ninth Floor  
Los Angeles, CA 90017-5449

Attachments

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 21

SOUTHWEST REGIONAL COUNCIL OF  
CARPENTERS, UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA;  
UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA, LOCAL 209

and

Case 21-CB-15010

PALMER/SIXTH STREET PROPERTIES, LP

and

Cases 21-CB-15017  
21-CB-15027  
21-CC-3430  
21-CP-841

SILVERLINE CONSTRUCTION, INC.

ORDER CONSOLIDATING CASES,  
CONSOLIDATED COMPLAINT  
AND  
NOTICE OF HEARING

G.H. Palmer Associates, herein correctly designated as Palmer/Sixth Street Properties, LP and called Palmer, in Case 21-CB-15010, and Silverline Construction, Inc., herein called Silverline, in Cases 21-CB-15017, 21-CB-15027, 21-CC-3430, and 21-CP-841, have charged that Southwest Regional Council of Carpenters, herein correctly designated as Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America and called Respondent Council, and Carpenters Local 209, herein correctly designated as United Brotherhood of Carpenters and Joiners of America, Local 209 and called Respondent Local 209, have been

engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec. 151, et seq., herein called the Act. Based thereon, and in order to avoid unnecessary costs and delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, ORDERS that these cases are consolidated.

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases, Consolidated Complaint and Notice of Hearing and alleges as follows:

1. (a) The charge in Case 21-CB-15010 was filed by Palmer on August 6, 2010, and copies were served on Respondent Council and Respondent Local 209 by regular mail on August 9, 2010.

(b) The charge in Case 21-CC-3430 was filed by Silverline on August 18, 2010, and copies were served on Respondent Council and Respondent Local 209 by regular mail on August 18, 2010.

(c) The charge in Case 21-CB-15017 was filed by Silverline on August 20, 2010, and copies were served on Respondent Council and Respondent Local 209 by regular mail on August 23, 2010.

(d) The charge in Case 21-CP-841 was filed by Silverline on August 25, 2010, and copies were served on Respondent Council and Respondent Local 209 by regular mail on August 27, 2010.

(e) The charge in Case 21-CB-15027 was filed by Silverline on September 7, 2010, and copies were served on Respondent Council and Respondent Local 209 by regular mail on September 8, 2010.

2. (a) At all material times, Silverline, a California Corporation, with its principal office located at 1421 West 132nd Street, Gardena, California, has been engaged in the business of structural concrete, rebar, and masonry construction in Southern California.

(b) During the 12-month period ending September 30, 2010, Silverline, in conducting its business operations described above in paragraph 2(a), provided services valued in excess of \$50,000 for Palmer, which services were provided at locations within the State of California.

(c) At all material times, Palmer, a California Limited Partnership, with Geoff Palmer as the General Partner, and with its principal office located at 11740 San Vicente Boulevard, Suite 209, Los Angeles, California, has been engaged in the business of real estate development and construction as the owner and builder of residential real estate in the State of California.

(d) During the period of time described above in paragraph 2(b), Palmer, in conducting its business operations described above in paragraph 2(c), derived gross revenues in excess of \$1,000,000 and purchased and received at its California jobsites goods valued in excess of \$50,000 directly from points outside the State of California.

(e) At all material times, Silverline has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, an employer within the meaning of Section 8(b)(7) of the Act, and a person within the meaning Section 8(b)(4)(i) and (ii)(B) of the Act.

(f) At all material times, Palmer has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and a person engaged in commerce or in an industry affecting commerce within the meaning of Section 8(b)(4)(i) and (ii)(B) of the Act.

3. At all material times, Respondent Council and Respondent Local 209, and each of them individually, have been labor organizations within the meaning of Section 2(5) of the Act.

4. (a) At all material times, Hal Jensen has held the position of Administrative Assistant of Respondent Council, and has been an agent of Respondent Council and Respondent Local 209 within the meaning of Section 2(13) of the Act.

(b) At all material times, Stuart Hughes has held the positions of Business Representative and Financial Secretary of the United Brotherhood of Carpenters and Joiners of America, Local 630, and has been an agent of Respondent Council within the meaning of Section 2(13) of the Act.

(c) At all material times, Max Ash has held the position of Special Representative with the United Brotherhood of Carpenters and Joiners of America, Local 1506, and has been an agent of Respondent Council within the meaning of Section 2(13) of the Act.

(d) At all material times, Bill Baxter has held a position as a representative of United Brotherhood of Carpenters and Joiners of America, Local 1506, and has been an agent of Respondent Council within the meaning of Section 2(13) of the Act.

(e) At all material times, Dan McDonald has held the position of Special Representative with Respondent Council and has been an agent of Respondent Council and Respondent Local 209 within the meaning of Section 2(13) of the Act.

5. (a) At all material times, Taisei Construction Corporation, herein called TCC, a Delaware corporation, has been engaged in business as a general contractor in the construction industry in the State of California.

(b) At all material times, Western National Contractors has been engaged in business as a general contractor in the construction industry in the State of California.

6. (a) At all material times, Palmer has engaged Silverline to perform work as a subcontractor at a construction site known as the Piero II Apartments (herein called the Piero II jobsite) located between West Sixth Street, South Bixel Street, St. Paul Avenue, and Wilshire Boulevard, in downtown Los Angeles, California.

(b) At all material times, TCC has engaged Silverline to perform work as a subcontractor at a construction site known as the Math Business and Allied Health Building project at El Camino Community College (herein called the El Camino jobsite) located near the intersection of Redondo Beach and Crenshaw Boulevards in Torrance, California.

(c) At all material times, Western National Contractors has engaged Silverline to perform work as a subcontractor at a construction site known as Spectrum Apartments Park Building B project (herein called the Spectrum Apartments jobsite) located at 15000 Spectrum Drive in Irvine, California.

7. (a) At all material times, Respondent Council and Respondent Local 209 have been engaged in a labor dispute with Silverline.

(b) At no material time have Respondent Council or Respondent Local 209 been engaged in a labor dispute with Palmer, or with any of Palmer's subcontractors at the Piero II jobsite other than Silverline.

8. (a) In or around mid-May 2010, Respondent Council and Respondent Local 209, by Hal Jensen, threatened to picket Silverline if Silverline did not sign a master labor agreement and become a signatory contractor.

9. (a) Beginning on or about June 25, 2010, and continuing on various dates until on or about September 2, 2010, including on the respective dates alleged in paragraphs 11, 14, and 17, Respondent Council and Respondent Local 209 picketed Silverline at the El Camino jobsite, the Piero II jobsite, and the Spectrum jobsite, carrying signs that read:

SILVERLINE  
UNFAIR TO CARPENTERS UNION #209  
Not Paying Area Standard Wages and Fringe Benefits  
SANCTIONED BY Carpenters Local Union #209

(b) Respondent Council and Respondent Local 209 engaged in the conduct set forth in paragraph 9(a) above and paragraphs 11, 14, and 17 below in order to force or require Silverline to recognize and bargain with Respondent Council and Respondent Local 209 as the representatives of certain employees of Silverline and to force or require certain employees of Silverline to accept or select Respondent Council and Respondent Local 209 as their collective-bargaining representatives.

(c) At no material time has Respondent Council or Respondent Local 209 been certified by the Board as the collective-bargaining representative of the employees referred to above in paragraph 9(b).

(d) Respondent Council and Respondent Local 209 engaged in the conduct described in paragraphs 9(a) and (b) above and paragraphs 11, 14, and 17 below without a valid petition under Section 9(c) of the Act having been filed within a reasonable period of time from the commencement of the picketing described in paragraph 9(a) above and paragraphs 11, 14, and 17 below.

10. (a) On or about July 18, 2010, Palmer established and maintained at the Piero II jobsite four entrances, herein called Gates 1, 2, 3, and 4.

(b) Since on or about July 18, 2010, at the Piero II jobsite, Palmer has designated Gate 1, which is located about 75 feet south of the southeast corner of West Sixth Street and South Bixel Streets (herein called the Silverline gate) as reserved for the exclusive use of Silverline employees, customers, visitors, and suppliers.

(c) Since on or about July 18, 2010, at the Piero II jobsite, Palmer has designated Gates 2, 3, and 4 as reserved for the exclusive use of the employees, customers, visitors, and suppliers of designated neutral employers, including Palmer. Gate 2 is located on South Bixel Street, approximately 450 feet south of West Sixth Street; Gate 3 is located in an alley situated approximately 300 feet north of Wilshire Boulevard, between South Bixel Street and St. Paul Avenue; and Gate 4 is located on St. Paul Avenue, approximately 100 feet south of West Sixth Street.

11. On or about July 20, 2010 and July 30, 2010, Respondent Council and Respondent Local 209, in support of their dispute with Silverline described above in paragraph 7(a), picketed Silverline at the Piero II jobsite.

12. On or about July 20, 2010, Respondent Council and Respondent Local 209, in the course of the picketing described above in paragraph 11, by agents of Respondent Council and Respondent Local 209 whose names are not known to the Acting General Counsel, engaged in the following conduct:

- (a) Established and maintained a picket line at Gates 2, 3, and 4.
- (b) Impeded the entrance to and exit from the jobsite by employees by the

following conduct:

(i) mass picketing at Gate 1.

(ii) kicking, shoving, and pushing the gate at Gate 1 as it was being opened for Silverline employees.

(iii) blocking the ingress of Silverline employees and pushing and shoving Silverline employees.

(iv) in the presence of employees, blocking the ingress of Silverline supervisors and pushing and shoving Silverline supervisors.

(v) blocking and impeding a truck driven by a Silverline employee delivering Silverline materials.

(c) In the presence of employees, threatened a supervisor with physical harm by challenging the supervisor to fight.

(d) Surveilled employees of Silverline by videotaping them as they entered the jobsite through Gate 1.

(e) Struck the fence around the jobsite with picket signs.

13. On or about July 30, 2010, Respondent Council and Respondent Local 209, in the course of the picketing described above in paragraph 11, by agents of Respondent Council and Respondent Local 209 whose names are not known to the Acting General Counsel, engaged in the following conduct:

(a) Impeded the entrance to and exit from the jobsite by employees by the following conduct:

(i) mass picketing at Gate 1.

(ii) blocking the ingress of Silverline employees and pushing and shoving Silverline employees.

(iii) repeatedly kicking Gate 1 as a supervisor was opening it.

(iv) kicking a Silverline employee.

(b) In the presence of employees, threatened a supervisor with physical harm by challenging the supervisor to fight.

(c) Surveilled Silverline employees by videotaping them as they entered the jobsite through Gate 1.

14. On or about July 14, 2010 and August 5, 2010, Respondent Council and Respondent Local 209, in support of their dispute with Silverline described above in paragraph 7(a), picketed Silverline at the El Camino jobsite.

15. On or about July 14, 2010, Respondent Council and Respondent Local 209, in the course of the picketing described above in paragraph 14, by agents of Respondent Council and Respondent Local 209 whose names are not known to the Acting General Counsel, engaged in the following conduct:

(a) Impeded the entrance to and exit from the jobsite by employees by the following conduct:

(i) mass picketing at the entrance to the jobsite designated for use by Silverline.

(ii) blocking the ingress of Silverline employees and pushing and shoving Silverline employees.

(iii) in the presence of employees, blocking the ingress of a supervisor and pushing and shoving a supervisor.

(b) In the presence of employees, assaulted and choked a supervisor.

(c) Threatened employees with physical harm by challenging them to fight.

(d) In the presence of employees, threatened a supervisor with physical harm by challenging the supervisor to fight.

16. On or about August 5, 2010, Respondent Council and Respondent Local 209, in the course of the picketing described above in paragraph 14, by agents of Respondent Council and Respondent Local 209 whose names are not known to the Acting General Counsel, engaged in

the following conduct:

- (a) Impeded the entrance to and exit from the jobsite by employees by the

following conduct:

- (i) mass picketing at the entrance designated for use by Silverline.

- (ii) kicking and shoving the gate at an entrance designated for Silverline's use as a supervisor was opening it.

- (iii) blocking the ingress of Silverline employees, kicking Silverline employees' lunchboxes out of their hands, and tackling, kicking, shoving, punching, and grabbing Silverline employees.

- (b) Threw objects at Silverline employees and a supervisor.

- (c) Threatened employees with physical harm by challenging them to fight.

17. On or about September 2, 2010, Respondent Council and Respondent Local 209, in support of their dispute with Silverline described above in paragraph 7(a), picketed Silverline at the Spectrum Apartments jobsite.

18. On or about September 2, 2010, Respondent Council and Respondent Local 209, in the course of the picketing described above in paragraph 17, by agents of Respondent Council and Respondent Local 209 whose names are not known to the Acting General Counsel, engaged in the following conduct:

- (a) Impeded entrance to and exit from the jobsite by employees by the

following conduct:

- (i) mass picketing at an entrance designated for use by Silverline.

- (ii) blocking the ingress of Silverline employees, and of employees and supervisors of another contractor and its vehicles.

(iii) assaulting employees and supervisors of another contractor by striking, punching, and grabbing them.

(b) In the presence of employees, threatened a supervisor of another contractor with physical harm by challenging the supervisor to fight.

19. By the conduct described above in paragraphs 9, 11, 14, and 17, Respondent Council and Respondent Local 209 have been violating Section 8(b)(7)(C) of the Act.

20. By the conduct described above in paragraph 12(a), Respondent Council and Respondent Local 209 have induced or encouraged individuals employed by Palmer and other persons engaged in commerce or in an industry affecting commerce to engage in a strike or refusal to perform services, and have threatened, coerced, or restrained Palmer and other persons engaged in commerce or in an industry affecting commerce.

21. An object of the conduct set forth above in paragraph 12(a) and 20 has been to force or require Palmer to cease doing business with Silverline.

22. By the conduct described above in paragraph 12(a), 20, and 21, Respondent Council and Respondent Local 209 have been violating Section 8(b)(4)(i) and (ii)(B) of the Act.

23. By the conduct described above in paragraphs 12(b) through (e), 13, 15, 16 and 18, Respondent Council and Respondent Local 209 have been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

24. The unfair labor practices of Respondent Council and Respondent Local 209 described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the Respondent Council's and Respondent Local 209's unfair labor practices alleged above, the Acting General Counsel seeks an Order requiring Respondent Council and Respondent Local 209 to cease and desist from engaging in any conduct in violation of Section 8(b)(4)(i) and (ii)(B), 8(b)(1)(A), or 8(b)(7)(C) with respect to any person at any location for an object that is prohibited by the Act. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

**ANSWER REQUIREMENT**

Respondent Council and Respondent Local 209 are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the consolidated complaint. The answer must be received by this office on or before November 10, 2010, or postmarked on or before November 9, 2010. Respondent Council and Respondent Local 209 should each file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the

transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

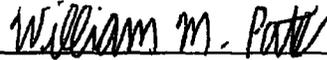
Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint, regarding the non-answering Respondent, are true.

#### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT during the calendar call commencing at 1:00 p.m., PST, on the 18th day of January, 2011, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board in Hearing Room 902, 888 South Figueroa Street, Ninth Floor, Los Angeles, California. At the hearing, Respondent Council, Respondent Local 209, and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the

hearing is described in the attached Form NLRB-4338. The precise order of all cases scheduled to be heard on this calendar call will be determined no later than the close of business on the Friday preceding the calendar call.

DATED at Los Angeles, California, this 27th day of October, 2010.



---

William M. Pate  
Acting Regional Director, Region 21  
National Labor Relations Board  
888 South Figueroa Street, Ninth Floor  
Los Angeles, CA 90017-5449

Attachments

RECEIVED

2011 FEB -8 PM 3:42

NLRB  
ORDER SECTION

INTERNET  
FORM NLRB-503  
(2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
21-CB-15010	8-6-10

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name 1. Southwest Regional Council of Carpenters 2. Carpenters Local 209		b. Union Representative to contact	
c. Address (Street, city, state, and ZIP code) 1. 555 S. Fremont Ave., 10th Floor, Los Angeles, CA 90071 (213/385-1457) 2. 155881 Valley View Ct., Sylmar, CA 91342 (323/875-0118)		d. Tel. No. see ¶ 1 c.	e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (b) (1) (A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Within the last six months the above-captioned labor organizations have engaged in blocking of job site gates, acts of violence against employees and property, spat on persons and property, used offensive epithets against persons seeking access to the construction job site known as the Piero project, located at 6th and Bixel streets in Los Angeles, California.  The labor organizations' conduct violates formal settlement terms previously agreed to by the labor organizations in Cases 21-CB-14279 and 21-CC-3392, et al. Violation of formal settlement terms by the Regional Council and another of its constituent local unions is already a contempt issue before the NLRB's Contempt Division in Washington, DC in Cases 21-CB-14963, et al, and should be considered as yet another extension of the Carpenters' unlawful intimidation campaign throughout Southern California.			
3. Name of Employer G. H. Palmer Associates		4a. Tel. No. 213/348-9796	b. Cell No.
		c. Fax No. 213/348-9795	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) Piero Project job site (6th and Bixel, Los Angeles, CA 90026)		6. Employer representative to contact	
7. Type of establishment (factory, mine, wholesaler, etc.) Developer	8. Identify principal product or service Real Estate	9. Number of workers employed	
10. Full name of party filing charge G. H. Palmer Associates		11a. Tel. No. 213/348-9796	b. Cell No.
		c. Fax No. 213/348-9795	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.. 924 W. Sunset Blvd., Los Angeles, CA 90012			
<p><b>DECLARATION</b></p> <p>I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.</p> <p>By <u>Thomas A. Lenz, Partner</u> (signature of representative or person making charge) (Print/type name and title or office, if any)</p> <p>Atkinson, Anderson, Loya, Ruid &amp; Romo Address 12800 Center Court Drive, Suite 300, Cerritos, CA 90703 (date) 8/4/10</p>		<p>Tel. No. 582/853-3200</p> <p>Cell No.</p> <p>Fax No. 582/853-3333</p> <p>e-Mail (lenz@asktr.com)</p>	

UNLAWFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

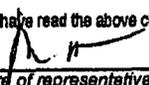
PRIVACY ACT STATEMENT

Collection of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for this information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case <b>21-CB-15017</b>	Date Filed <b>8-20-10</b>

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name 1. Southwest Regional Council of Carpenters 2. Carpenters Local 209		b. Union Representative to contact	
c. Address (Street, city, state, and ZIP code) 1. 555 S. Fremont Ave., 10th Fl., Los Angeles, CA 90071 (213-385-1457) 2. 155881 Valley View Ct., Sylmar, CA 91342 (818) 364-9303		d. Tel. No. see para. 1(c)	e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (b) (1) (A) _____ of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  Within the last six months the above-captioned labor organizations have engaged in blocking of job site gates, acts of violence against employees and property, spat on persons and property, used offensive epithets against persons seeking access to the construction job site located at El Camino Community College, 16007 Crenshaw Blvd., Torrance, California.  The labor organizations' conduct violates formal settlement terms previously agreed to by the labor organizations in Cases 21-CB-14279 and 21-CC-3392, et al. Violation of formal settlement terms by the Regional Council and another of its constituent local unions is already a contempt issue before the NLRB's Contempt Division in Washington, D.C. in Cases 21-CB-14963, et al., and should be considered as yet another extension of the Carpenters' unlawful intimidation campaign throughout Southern California.			
3. Name of Employer SILVERLINE CONSTRUCTION, INC.		4a. Tel. No. 310-464-8314	b. Cell No.
		c. Fax No. 310-327-2043	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) 16007 Crenshaw Blvd., Torrance, CA 90506		6. Employer representative to contact Randy Gray	
7. Type of establishment (factory, mine, wholesaler, etc.) Structural Concrete contractor	8. Identify principal product or service Construction	9. Number of workers employed 50	
10. Full name of party filing charge SILVERLINE CONSTRUCTION, INC.		11a. Tel. No. 310-464-8314	b. Cell No.
		c. Fax No. 310-327-2043	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 1421 W. 132nd St., Gardena, CA 90248			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.  By <u></u> Ronald W. Novotny (signature of representative or person making charge) (Printtype name and title or office, if any)		Tel. No. 562-653-3200 Cell No. Fax No. 562-653-3655 e-Mail RNOVOTNY@AALRR.COM	
Address <u>Atkinson, Andelson, Loya, Ruud &amp; Romo</u> <u>12800 Center Court Drive, Suite 300, Cerritos, CA 90703</u> (date) <u>8/17/2010</u>			

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings and litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

INTERNET  
FORM NLRB-508  
(2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE	
Case <b>21-CB-15027</b>	Date Filed <b>9-7-10</b>

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT</b>			
a. Name 1. Southwest Regional Council of Carpenters 2. Carpenters Local 209		b. Union Representative to contact	
c. Address (Street, city, state, and ZIP code) 1. 533 S. Fremont Ave., 10th Fl., Los Angeles, CA 90071 (213-385-1457) 2. 155881 Valley View Ct., Sylmar, CA 91342 (818) 364-9303		d. Tel. No. see para. 1(c)	e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>(b)(1)(A)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  Within the past six months, the above-referenced labor organizations have blocked access to the Employer's Spectrum Apartments jobsite from its employees and suppliers, have physically assaulted such persons, and have engaged in threatening and intimidating conduct towards such persons, thereby threatening and coercing them in the exercise of the Section 7 rights.  This conduct is related to that alleged in pending charges 21-CB-15010 and 21-CB-15017, and warrants an immediate application for injunctive relief under 29 U.S.C. section 160(j).			
3. Name of Employer SILVERLINE CONSTRUCTION, INC.		4a. Tel. No. 310-464-8314	b. Cell No.
		c. Fax No. 310-327-2043	d. e-Mail
6. Location of plant involved (street, city, state and ZIP code) The Spectrum Apartments, 15000 Spectrum, Irvine, CA 92618		8. Employer representative to contact Randy Gray	
7. Type of establishment (factory, mine, wholesaler, etc.) Structural Concrete contractor	8. Identify principal product or service Construction	9. Number of workers employed 50	
10. Full name of party filing charge SILVERLINE CONSTRUCTION, INC.		11a. Tel. No. 310-464-8314	b. Cell No.
		c. Fax No. 310-327-2043	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 1421 W. 132nd St., Gardena, CA 90248			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By <u>Ronald W. Novotny</u> (signature of representative or person making charge) (Print type name and title or office, if any)  Atkinson, Andelson, Loya, Ruud & Romo Address <u>12800 Center Court Drive, Suite 300, Cerritos, CA 90703</u> (date) <u>9/3/2010</u>		Tel. No. 562-653-3200 Cell No. Fax No. 562-653-3655 e-Mail RNOVOTNY@AALRR.COM	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case 21-CC-3430	Date Filed 8-18-10

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT</b>			
a. Name 1. Southwest Regional Council of Carpenters 2. Carpenters Local 209		b. Union Representative to contact	
c. Address (Street, city, state, and ZIP code) 1. 555 S. Fremont Ave., 10th Fl., Los Angeles, CA 90071 (213-385-1457) 2. 155881 Valley View Ct., Sylmar, CA 91342 (818) 364-9303		d. Tel. No. see para. 1(c)	e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (b) (4) (i) (ii) (B) _____ of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  Within the past six months, the above-referenced labor organization has induced and encouraged individuals employed by persons engaged in commerce to not perform any services, and has threatened, coerced and restrained persons engaged in commerce, with the object of forcing such persons to cease doing business with Silverline Construction and G.H. Palmer Associates, by engaging in mass picketing, blockage of ingress and egress to, destroying property at, and threatening and intimidating employees at the construction jobsite known as the Plero II project located at 6th and Bixel Streets in Downtown Los Angeles.  The labor organizations' conduct violates formal settlement terms previously agreed to by the labor organizations in Cases 21-CB-14279 and 21-CC-3392, et al. Violation of formal settlement terms by the Regional Council and another of its constituent local unions is already a contempt issue before the NLRB's Contempt Division in Washington, D.C. in Cases 21-CB-14963, et al., and should be considered as yet another extension of the Carpenters' unlawful intimidation campaign throughout Southern California.			
3. Name of Employer SILVERLINE CONSTRUCTION, INC.		4a. Tel. No. 310-484-8314	b. Cell No.
		c. Fax No. 310-327-2043	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) 609 S. St. Paul St.; Los Angeles, CA 90017		6. Employer representative to contact Randy Gray	
7. Type of establishment (factory, mine, wholesaler, etc.) Structural Concrete contractor	8. Identify principal product or service Construction	9. Number of workers employed 50	
10. Full name of party filing charge G.H PALMER ASSOCIATES		11a. Tel. No. 213-346-9796	b. Cell No.
		c. Fax No. 213-346-9795	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 924 W. Sunset Blvd., Los Angeles, CA 90012			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.  By <u>Ronald W. Novotny</u> (signature of representative or person making charge) (Print/type name and title or office, if any)		Tel. No. 562-653-3200	
		Cell No.	
		Fax No. 562-653-3655	
Atkinson, Andelson, Loya, Ruud & Romo Address 12800 Center Court Drive, Suite 300, Cerritos, CA 90703 (date) 8/17/2010		e-Mail RNOVOTNY@AALRR.COM	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

INTERNET  
FORM NLRB-508  
(2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

FORM EXEMPT UNDER 41 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case <b>21-CP-841</b>	Date Filed <b>8-25-10</b>

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT</b>			
a. Name 1. Southwest Regional Council of Carpenters 2. Carpenters Local 209		b. Union Representative to contact	
c. Address (Street, city, state, and ZIP code) 1. 533 S. Fremont Ave., 10th Fl., Los Angeles, CA 90071 (213-386-1457) 2. 155881 Valley View Ct., Sylmar, CA 91342 (818) 364-9303		d. Tel. No. see para. 1(c)	e. Cell No.
		f. Fax No.	g. e-Mail
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (b)(7)(C) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) The above-referenced labor organization has picketed or caused to be picketed the Employer between June 25, 2010 and August 5, 2010, with an object of forcing or requiring the Employer to recognize or bargain with the Union as the representative of its employees, without filing a petition under Section 9(c) of the Act.			
3. Name of Employer SILVERLINE CONSTRUCTION, INC.		4a. Tel. No. 310-464-8314	b. Cell No.
		c. Fax No. 310-327-2043	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) 16007 Crenshaw Boulevard, Torrance, CA 90605		6. Employer representative to contact Randy Gray	
7. Type of establishment (factory, mine, wholesaler, etc.) Structural Concrete contractor	8. Identify principal product or service Construction	9. Number of workers employed 50	
10. Full name of party filing charge SILVERLINE CONSTRUCTION, INC.		11a. Tel. No. 310-464-8314	b. Cell No.
		c. Fax No. 310-327-2043	d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) 1421 W. 132nd St., Gardena, CA 90248			
12. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief. By <u>Ronald W. Novotny</u> Ronald W. Novotny (signature of representative or person making charge) (Print/type name and title or office, if any) Atkinson, Anderson, Loya, Ruud & Romo Address <u>12800 Center Court Drive, Suite 300, Cerritos, CA 90703</u> (date) <u>8/25/2010</u>		Tel. No. 562-653-3200 Cell No. Fax No. 562-653-3655 e-Mail RNOVOTNY@AALRR.COM	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 161 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

RECEIVED

2011 FEB -8 PM 3:42

NLRB  
ORDER SECTION

INTERNET  
FORM NLRB-608  
(2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

FORM EXEMPT UNDER 44 U.S.C. 3612

DO NOT WRITE IN THIS SPACE	
Case <b>21-CP-841</b>	Date Filed <b>8-25-10</b>

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name 1. Southwest Regional Council of Carpenters 2. Carpenters Local 209	b. Union Representative to contact
c. Address (Street, city, state, and ZIP code) 1. 533 S. Fremont Ave., 10th Fl., Los Angeles, CA 90071 (213-386-1457) 2. 155881 Valley View Ct., Sylmar, CA 91342 (818) 364-9303	d. Tel. No. see para. 1(c) e. Cell No. f. Fax No. g. e-Mail

h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (b)(7)(C) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  
The above-referenced labor organization has picketed or caused to be picketed the Employer between June 25, 2010 and August 5, 2010, with an object of forcing or requiring the Employer to recognize or bargain with the Union as the representative of its employees, without filing a petition under Section 9(c) of the Act.

3. Name of Employer SILVERLINE CONSTRUCTION, INC.	4a. Tel. No. 310-464-8314	b. Cell No.
	c. Fax No. 310-327-2043	d. e-Mail

5. Location of plant involved (street, city, state and ZIP code) 16007 Crenshaw Boulevard, Torrance, CA 90805	6. Employer representative to contact Randy Gray
--	---

7. Type of establishment (factory, mine, wholesaler, etc.) Structural Concrete contractor	8. Identify principal product or service Construction	9. Number of workers employed 50
--	--	-------------------------------------

10. Full name of party filing charge SILVERLINE CONSTRUCTION, INC.	11a. Tel. No. 310-464-8314	b. Cell No.
	c. Fax No. 310-327-2043	d. e-Mail

11. Address of party filing charge (street, city, state and ZIP code.) 1421 W. 132nd St., Gardena, CA 90248
--

<p>12. DECLARATION</p> <p>I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.</p> <p>By <u>Ronald W. Novotny</u> Ronald W. Novotny (signature of representative or person making charge) (Print/type name and title or office, if any)</p> <p>Atkinson, Andelson, Loya, Ruud &amp; Romo Address <u>12800 Center Court Drive, Suite 300, Cerritos, CA 90703</u> (date) <u>8/25/2010</u></p>	Tel. No. 562-653-3200
	Cell No.
	Fax No. 562-653-3655
	e-Mail RNOVOTNY@AALRR.COM

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 161 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74842-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

RECEIVED

2011 FEB -8 PM 3:42

NLRB  
ORDER SECTION