

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 31**

**AMAZON.COM SERVICES, LLC AND ITS  
AGENT AMAZON LOGISTICS, INC.  
(COLLECTIVELY “AMAZON”), AS A JOINT  
EMPLOYER WITH BATTLE TESTED  
STRATEGIES (“BTS”)**

**Cases 31-CA-317349  
31-CA-319781  
31-CA-320596**

**and**

**TEAMSTERS JOINT COUNCIL 42**

**and**

**TEAMSTERS LOCAL 396**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT,  
AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 31-CA-317349, 31-CA-319781, and 31-CA-320596, which are based on charges filed by Teamsters Joint Council 42 and Teamsters Local 396, referred to collectively as the Charging Party, against Amazon.com Services, LLC (“Respondent Amazon.com Services”) and its agent Amazon Logistics, Inc., (“Respondent Amazon Logistics”), referred to collectively as Respondent Amazon, as a joint employer with Battle Tested Strategies (“BTS”), whose correct name is Battle Tested Strategies, LLC (“Respondent BTS”), are consolidated. Respondent Amazon and Respondent BTS are referred to collectively as Respondents.

This Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act

(the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board’s Rules and Regulations and alleges Respondents have violated the Act as described below.

1. The charges in the above cases were filed by the Charging Party, as set forth in the following table, and served upon the respective Respondents on the dates indicated by U.S. mail:

<b>Case No.</b>	<b>Amendment</b>	<b>Respondent</b>	<b>Date Filed</b>	<b>Date Served</b>
31-CA-317349	N/A	Amazon Logistics	5/2/2023	5/4/2023
31-CA-317349	First Amended	Amazon	8/7/2024	8/9/2024
31-CA-317349	Second Amended	Amazon	8/21/2024	8/23/2024
31-CA-317349	Second Amended	BTS	8/21/2024	9/5/2024
31-CA-319781	N/A	Amazon Logistics	6/9/2023	6/12/2023
31-CA-319781	First Amended	Amazon	8/7/2024	8/9/2024
31-CA-319781	Second Amended	Amazon	8/21/2024	8/23/2024
31-CA-319781	Second Amended	BTS	8/21/2024	9/5/2024
31-CA-320596	N/A	Amazon Logistics	6/26/2023	6/26/2023
31-CA-320596	First Amended	Amazon	8/7/2024	8/9/2024
31-CA-320596	Second Amended	Amazon	8/21/2024	8/23/2024
31-CA-320596	Second Amended	BTS	8/21/2024	9/5/2024

2. (a) At all material times, Respondent Amazon.com Services has been a limited liability company with facilities located at 600 Technology Drive, Palmdale, California, (“DAX8 Facility”) and has been engaged in the retail sale and distribution of consumer goods.

(b) During the last fiscal year, in conducting its operations described in paragraph 2(a), Respondent Amazon.com Services has derived gross revenues in excess of \$500,000.

(c) During the last fiscal year, in conducting its operations described in paragraph 2(a), Respondent has sold and shipped from its Palmdale, California, facility products, goods and materials valued in excess of \$5,000 directly to points outside the State of California.

(d) At all material times, Respondent Amazon.com Services has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. (a) At all material times, Respondent Amazon Logistics has been a State of Delaware corporation that contracts with Delivery Service Partners (“DSP”) for the transportation of goods to Amazon.com customers.

(b) During the 12-month period ending April 18, 2024, Respondent Amazon Logistics, in conducting its operations described above in paragraph 3(a), contracted for services valued in excess of \$50,000 in states other than the State of California.

(c) At all material times, Respondent Amazon Logistics has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. (a) At all material times, Respondent BTS, has been a State of California limited liability company with an office located at 650 Commerce Avenue, Suite E, Palmdale, California, and delivered packages strictly for Respondent Amazon.

(b) During the 12-month period ending June 24, 2023, a representative period, Respondent BTS, in conducting its operations described above in paragraph 4(a), provided services valued in excess of \$50,000 to Respondent Amazon.com Services, an enterprise directly engaged in interstate commerce.

(c) At all material times, Respondent BTS has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, Respondent Amazon Logistics has provided logistical services and facilitated the delivery of goods ordered from Respondent Amazon.com Services and has been an agent of Respondent Amazon.com Services within the meaning of Section 2(13) of the Act.

6. (a) At all material times, Respondent Amazon Logistics and Respondent BTS were parties to a Delivery Service Partner Program Agreement, which governed the transportation and delivery services provided by Respondent BTS to Respondent Amazon at the DAX8 facility.

(b) At all material times, Respondent Amazon possessed and exercised control over the labor relations policy of Respondent BTS and administered a common labor policy with Respondent BTS for the employees of Respondent BTS at the DAX8 facility.

(c) At all material times, Respondent Amazon and Respondent BTS have been joint employers of Respondent BTS's employees working at the DAX8 facility.

7. At all material times, Teamsters Joint Council 42 ("the Union") has been a labor organization within the meaning of Section 2(5) of the Act.

8. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the named Respondents within the meaning of Section 2(11) of the Act and/or agents of the named Respondents within the meaning of Section 2(13) of the Act:

Nicolas DeLong	- Program Manager for Respondent Amazon
Kirsten Bentley	- Business Coach Manager for Respondent Amazon
Jim Miller	- Senior Business Coach Manager for Respondent Amazon

Thomas Minda	- Senior Business Coach Manager for Respondent Amazon
Jimmy Wilson	- Director for the North American DSP Program for Respondent Amazon
Andrew Wlasichuk	- General Manager of Operations for Respondent Amazon
Tim Wu	- Business Coach Manager for Respondent Amazon
Johnathon Ervin	- Owner of Respondent BTS
Veronica Fields	- Operations Manager for Respondent BTS
Unidentified Persons	- Corporate employees of Respondent Amazon
Unnamed Attorney	- Outside Legal Counsel for Respondent Amazon

9. About April 24, 2023, Respondent Amazon, at the DAX8 facility, hired security guards.

10. About April 24, 2023, Respondent Amazon, at the DAX8 facility, increased the number of managers at the DAX8 facility.

11. About April 24, 2023, Respondent Amazon, by an unidentified female corporate employee, in the parking lot of the DAX8 facility, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.

12. About April 25, 2023, Respondent Amazon, by General Manager of Operations Andrew Wlasichuk, in the DAX8 parking lot:

- (a) announced and threatened employees with ending BTS's DSP contract;
- (b) threatened employees with job loss;

(c) by telling employees that BTS's DSP contract had been cancelled and to not support the Union, informed employees that it would be futile for them to select the Union as their bargaining representative.

13. About April 25, 2023, Respondents Amazon and BTS, through General Manager of Operations Andrew Wlasichuk, at the DAX8 parking lot, held a mandatory or effectively mandatory captive-audience meeting to discourage union activity.

14. (a) About April 27, 2023, Respondent Amazon, at the DAX8 facility, delayed start times for BTS employees by not timely preparing packages for loading.

- (b) About late April to May 2023, Respondent Amazon, at the DAX8 facility:
- i. Increased the number, frequency, and comprehensiveness of vehicle inspections;
  - ii. Increased the frequency of vehicle groundings;
  - iii. Delayed start times by grounding vehicles.

(c) Respondent Amazon engaged in the conduct described above in paragraph 14(a)–(b) because the Respondents' employees joined the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

15. (a) The following employees jointly employed by Respondents constitute a unit appropriate for the purposes of collective bargaining within the meaning Section 9(b) of the Act ("the Unit"):

All delivery drivers and dispatchers employed at 600 Technology Drive, Palmdale, California 93551.

(b) Since about April 20, 2023, and at all material times, Respondent BTS has recognized the Union as the exclusive collective-bargaining representative of the Unit. This

recognition has been embodied in a collective-bargaining agreement, effective from May 1, 2023 to April 30, 2026.

(c) At all times since April 20, 2023, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

16. (a) About April 26, 2023, the Union, by letter sent via email to Respondent Amazon's outside legal counsel, requested that Respondent Amazon recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

(b) By virtue of the joint employer relationship between Respondent Amazon and Respondent BTS as alleged in paragraph 6 and because of Respondent BTS's voluntary recognition of the Union as alleged in paragraph 15(b), Respondent Amazon, at all times since April 26, 2023, based on Section 9(a) of the Act, was obligated to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

(c) Since about April 28, 2023, Respondent Amazon has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

17. (a) About April 14, 2023, Respondent Amazon informed Respondent BTS that it was terminating the DSP contract with Respondent BTS, effective as of June 24, 2023.

(b) About late April to May 2023, Respondent Amazon, at the DAX8 facility, increased the number of inspectors working at the DAX8 facility.

(c) Since about May 20, 2023, through June 23, 2023, Respondent Amazon reduced Respondent BTS's routes.

(d) About June 23, 2023, Respondent Amazon eliminated all of Respondent BTS's routes.

(e) About June 24, 2023, Respondent Amazon terminated Respondent BTS's DSP contract.

(f) About June 24, 2023, Respondents laid off/terminated the employees in the Unit.

(g) The subjects set forth above in paragraphs 17(b), (c), (d), (e), and (f) relate to the wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(h) Respondent Amazon engaged in the conduct described above in paragraphs 17(b), (c), (d), (e), and (f) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondents with respect to the effects of this conduct.

18. (a) Since about April 26, 2023, the Union has requested in writing that Respondent Amazon furnish it with the following information:

- i. What is the minimum wage that Amazon requires BTS to pay its drivers? Please provide documents describing that minimum wage, including any communications to BTS increasing or otherwise changing the minimum wage.
- ii. Documents describing any other requirements that Amazon imposes on BTS regarding drivers' wages.
- iii. Documents describing the requirements that Amazon sets for the types, frequency, and duration of breaks that BTS must provide its drivers.
- iv. Documents describing the paid time off that Amazon requires BTS to provide its employees.
- v. Documents describing Amazon's performance requirements for BTS's drivers.
- vi. Documents describing Amazon's involvement in the discipline—suspension, removal, termination, or otherwise—of BTS's employees.
- vii. Has Amazon directed that any BTS employees can no longer perform work under Amazon's contract with BTS? Please provide the names of



- the employees and the date of each such direction, as well as any documents and communications related to such directions.
- viii. Documents describing Amazon's involvement in the scheduling of BTS's employees.
  - ix. Documents describing Amazon's involvement in assigning work to BTS's employees.
  - x. Does Amazon monitor employee compliance with the Battle-Tested Strategies Employee Handbook and the policies and requirements set forth therein? If so, please describe the extent of Amazon's monitoring or involvement and provide any relevant documents.
  - xi. Are BTS's employees driving under Amazon's operating authority or under BTS's operating authority? Please provide any documents related to Amazon's requirements for BTS related to operating authority.
  - xii. Documents describing the technology Amazon uses to track BTS's drivers, including but not limited to:
    - 1) Description of the monitoring technology
    - 2) Details about the information collected by the technology
    - 3) Details about how frequently this information is collected
    - 4) Details about how Amazon can access this information
    - 5) Details about how Amazon uses the information collected by this technology.
  - xiii. All communications between Amazon and BTS which in any way relate to employees' terms and conditions of employment, including but not limited to:
    - 1) wages
    - 2) benefits
    - 3) performance
    - 4) performance requirements
    - 5) discipline
    - 6) removal
    - 7) termination
    - 8) scheduling

(b) The information requested by the Union, as described above in paragraph 18(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about April 28, 2023, Respondent Amazon, by its unnamed outside legal counsel, in writing, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 18(a).

19. By the conduct described in paragraphs 9-13, Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

20. By the conduct described in paragraph 14, Respondents have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

21. By the conduct described in paragraphs 16(c), 17(b)-(f) and (h), and 18(c), Respondents have been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

22. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices set forth above, the General Counsel seeks an Order requiring:

- i. Respondents make whole the Unit in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968);
- ii. Respondent Amazon mail to the personal addresses of the employees in the Unit and electronically distribute the Notice by all methods that Respondent Amazon communicates with employees, including but not limited to email, text message, social

- media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites,” Amazon’s E-Mentor app, and Amazon’s Flex app;
- iii. Respondent Amazon post the Board’s Explanation of Employee Rights Poster for one year to ensure that employees fully understand their rights under the Act;
  - iv. Respondents provide the laid off/terminated Unit employees with a neutral letter of reference that will contain the employees’ dates of employment, position held and that their performance was satisfactory and it will not mention the circumstances surrounding their termination of employment and these Board charges;
  - v. Respondent Amazon, within 60 days of the issuance of a Board Order, permit a Board Agent to conduct a training on the National Labor Relations Act and unfair labor practices for all management officials and supervisors employed by Respondent Amazon at the DAX8 facility. This training will take place either in person or via a videoconference platform, at the General Counsel’s discretion. The date, time, and manner of the training must be approved by the General Counsel. The General Counsel will determine the curriculum for the training;
  - vi. Respondent Amazon provide copies of the Notice to all its new supervisors and managers who work at the DAX8 facility and provide the Regional Director of Region 31 written proof of compliance.
  - vii. Respondent Amazon request that its DSP partners operating at DAX8 hire laid-off/terminated Unit employees into positions equivalent to the positions the employees previously held;
  - viii. To the extent insufficient positions are available, Respondent Amazon maintain a preferential hiring list of displaced Unit employees and request that DSP partners hire

individuals off that list until all individuals on the list have received an offer of equivalent employment.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondents 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 complaint. The answer must be **received by this office on or before October 15, 2024, or postmarked on or before October 14, 2024.**

Respondents also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. 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 answer 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 continue to 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 by means allowed under 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 complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that on **March 25, 2025, at 9:00 a.m.**, at 11500 W. Olympic Blvd., Suite 600, Los Angeles, CA 90064, in an available hearing room, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents 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.

Dated: September 30, 2024



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Danielle Pierce  
Acting Regional Director  
National Labor Relations Board, Region 31  
11500 West Olympic Blvd., Suite 600  
Los Angeles, Ca 90064

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Case 31-CA-317349

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Andrew Wlasichuk , Director of Operations  
Amazon.com Services, LLC and its agent  
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## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered



**in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.