

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION ONE/SUBREGION 34**

**PROKEEPING, LLC, f/k/a PROKEEPING, INC.  
and PROPERTY MAINTENANCE GROUP, LLC,  
a single employer; GREP ATLANTIC, LLC d/b/a  
GREYSTAR; and 100 SUDBURY OWNER, LLC**

**and**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 32BJ**

**Case 01-CA-356522**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by Service Employees International Union, Local 32BJ (the Union). It 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 Rules and Regulations of the National Labor Relations Board (the Board) and alleges that ProKeeping, LLC (Respondent ProKeeping), Property Maintenance Group, LLC (Respondent PMG), GREP Atlantic LLC d/b/a Greystar (Respondent Greystar), and 100 Sudbury Owner, LLC (Respondent Sudbury), have violated the Act as described below.

1.

(a) The charge in this proceeding was filed by the Union on December 12, 2024, and a copy was served on Respondent ProKeeping and Respondent Greystar by regular U.S. mail on December 12, 2024.

(b) The first amended charge in this proceeding was filed by the Union on March 19, 2025, and a copy was served on Respondent ProKeeping, Respondent PMG, and Respondent Greystar by regular U.S. mail on March 20, 2025.

(c) The second amended charge in this proceeding was filed by the Union on May 7, 2025, and a copy was served on Respondent ProKeeping, Respondent PMG, Respondent Greystar, and Respondent Sudbury by regular U.S. mail on May 8, 2025.

2.

(a) At all material times until March 1, 2025, Respondent ProKeeping was a Massachusetts corporation.

(b) At all material times since March 1, 2025, Respondent ProKeeping has been a Massachusetts limited liability company.

(c) At all material times, Respondent PMG has been a Massachusetts limited liability company.

(d) At all material times, Respondent ProKeeping and Respondent PMG have maintained an office and place of business located at 35 Orchard Drive, Cohasset, Massachusetts (Respondent ProKeeping's and Respondent PMG's Cohasset headquarters) and have been engaged in the business of providing cleaning services to residential and commercial properties.

(e) At all material times, Respondent ProKeeping and Respondent PMG have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; and have held themselves out to the public as a single-integrated business enterprise.

(f) Based on their operations described above in paragraphs 2(d) and 2(e), Respondent ProKeeping and Respondent PMG constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(g) Annually, in conducting their business operations described above in paragraph 2(d), Respondent ProKeeping and Respondent PMG purchase and receive at their Cohasset headquarters goods valued in excess of \$50,000 directly from points outside the Commonwealth of Massachusetts.

(h) At all material times, Respondent ProKeeping and Respondent PMG have 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 Greystar has been a Delaware limited liability company with an office and place of business located at 465 Meeting Street, Suite 500, Charleston, South Carolina (Respondent Greystar's South Carolina headquarters) and has been engaged in the business of providing building management services.

(b) Annually, in conducting its business operations described above in paragraph 3(a), Respondent Greystar provides services in excess of \$50,000 in States other than the State of South Carolina.

(c) At all material times, Respondent Greystar 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 since February 22, 2024, Respondent Sudbury has been a Delaware limited liability company with an office and place of business at 1000 Sansome Street, Floor 1, San Francisco, California (Respondent Sudbury's California headquarters) and has been engaged in the business of owning real property, including the residential high-rise located at 100 Sudbury St., Boston, Massachusetts (the 100 Sudbury Building).

(b) Annually, in conducting its business operations described above in paragraph 4(a), Respondent Sudbury purchases services in excess of \$50,000 in States other than the State of California.

(c) At all material times since February 22, 2024, Respondent Sudbury 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, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6.

At all material times, the following individuals have held the positions set forth opposite their respective names and have been supervisors of Respondent ProKeeping and Respondent PMG within the meaning of Section 2(11) of the Act and agents of Respondent ProKeeping and Respondent PMG within the meaning of Section 2(13) of the Act:

Daniela Hanao	–	Office and Accounting Manager
Jonathan Morales	–	Owner/President
Patricia Perello	–	Operations Manager/Supervisor

7.

(a) At all material times, the following individuals have held the positions set forth opposite their respective names and have been agents of Respondent Greystar within the meaning of Section 2(13) of the Act:

Danielle Burrows	–	Regional Property Manager
Cathy Taylor	–	Senior Director of Real Estate, CT & MA
Alexis West	–	Senior Community Manager

8.

(b) At all material times, Niall Dennehy has held an unknown job title and has been an agent of Respondent Sudbury within the meaning of Section 2(13) of the Act.

9.

(a) At all material times until at least July 12, 2024, non-party Pritchard Industries employed Martha Alvarez, Angela Chavarria Areiza, Jesus Cuello, Ivonne Florez Montoya, Cristina Lara, Irma Moran, Jorge Romero Zelaya, and Henry Vasquez (the Unit Employees) as cleaners at the 100 Sudbury Building, pursuant to a contract between Respondent Sudbury's predecessor owner of the 100 Sudbury Building and Pritchard Industries.

(b) At all material times, Pritchard Industries recognized the Union as the collective-bargaining representative of the Unit Employees and was party to the Union's collective-bargaining agreement with the Maintenance Contractors of New England (the MCNE CBA) as a member of that multi-employer collective bargaining association. The MCNE CBA covers the following bargaining unit (the Unit):

[All of the employer's] employees engaged in the Contract Building Service Industry, wherever employed in the covered territory performing janitorial services, including all forepersons, Janitors, Porters, Cleaners, Doormen, Elevator Operators, Starters, and Handymen and Groundspersons Landscapers, if not previously covered by Agreements with other Unions, but exclusive of:

1. All executive, salaried Supervisors, sales employees and clerical employees.
2. Any employee with the authority to hire, discharge, discipline or otherwise effect changes of the status of employees on the job.
3. All employees who do not regularly work in excess of fifteen (15) hours per week, provided, however, that these employees are not on a regularly assigned schedule. All such excluded employees shall be paid at the rate of pay no less than the applicable minimum rate of the particular time of his employment.
4. All employees working in buildings or contiguous, commonly owned office parts and/or campuses of less than fifty (50,000) thousand square feet

in the “Suburban” area as defined in Section 7.2 (2) that are not currently represented by the Union.

5. All employees working in buildings or contiguous, commonly owned office parks and/or campuses of less than one hundred (100,000) thousand square feet in Massachusetts beyond the “Suburban” area defined in Section 7.2 (2) that are not currently represented by the Union.

(c) In about March 2024, Respondent Sudbury directed its then-agent, Bozzuto Management Company (Bozzuto), to solicit bids for cleaning services at the 100 Sudbury Building.

(d) On about May 8, 2024, Bozzuto entered into a contract for services with Respondent ProKeeping to provide cleaning services at the 100 Sudbury Building to begin on or about June 10, 2024.

(e) Between about May 8, 2024, and about June 7, 2024, the Unit Employees held at least two protests on the sidewalk outside the 100 Sudbury Building demanding that Respondent Sudbury continue its contract with Pritchard Industries.

(f) By about June 1, 2024, and until June 7, 2024, Respondent ProKeeping was hiring, or had concrete plans to hire, the Unit Employees to perform the same work they were performing for Pritchard Industries at the 100 Sudbury Building.

(g) On about June 6 or June 7, 2024, the Union delivered to Respondent ProKeeping a petition for recognition and continuation of their terms and conditions of employment in the MCNE CBA, signed by four of the eight Unit Employees.

(h) On about June 7, 2024, Respondent ProKeeping rescinded offers of employment to the Unit Employees, in retaliation for their Union support and activities.

(i) On about June 7, 2024, Respondent ProKeeping withdrew from its service agreement with Bozzuto regarding the cleaning services at the 100 Sudbury Building.

10.

(a) On about June 7, 2024, Respondent Sudbury, by its agent Niall Dennehy, via text message, directed Respondent ProKeeping not to hire the Unit Employees in retaliation for their Union support and activities, and further directed Respondent ProKeeping to withdraw from its service agreement with Bozzuto regarding the cleaning services at the 100 Sudbury Building.

(b) On about June 7, 2024, Respondent Sudbury and/or its then-agent Bozzuto notified Pritchard Industries that its services at the 100 Sudbury Building would continue on a month-to-month basis.

(c) On an unknown date between about June 7, 2024, and about June 21, 2024, Respondent Sudbury entered into or planned to enter into a service agreement with Respondent Greystar for Greystar to replace Bozzuto as the building management services provider for the 100 Sudbury Building, to take effect on July 12, 2024.

(d) On an unknown date between about June 7, 2024, and about June 21, 2024, Respondent Sudbury directed Respondent Greystar, Respondent ProKeeping, and Respondent PMG to arrange for Respondent PMG, in place of Respondent ProKeeping, to begin providing cleaning services at the 100 Sudbury Building, effective July 15, 2024, using employees other than the Unit Employees, using the same financial terms from the service agreement that Respondent ProKeeping had entered into with Bozzuto on about May 8, 2024.

(e) On about July 8, 2024, Respondent Sudbury directed Respondent Greystar to have Respondent PMG begin providing services on July 13, 2024, instead of on July 15, 2024.

(f) On about July 12, 2024, Respondent Sudbury's service agreement with Respondent Greystar went into effect.

(g) On about July 12, 2024, Respondent Sudbury and/or Respondent Greystar notified Pritchard Industries that its cleaning contract at the 100 Sudbury Building was terminated, effective that same day.

11.

(a) On about July 10, 2024, Respondent Greystar, by its agent Danielle Burrows, via text message, directed Respondent PMG not to have its cleaning employees wear uniforms with company logos when they started work at the 100 Sudbury Building and offered to validate the parking of Respondent PMG's employees in order to have them enter the Building in vehicles instead of on foot, in order to avoid the Union and to prevent the Union or Unit Employees from identifying the replacement cleaning contractor.

(b) On about July 15, 2024, Respondent Greystar, by its agent Alexis West, at the 100 Sudbury Building, received a petition presented by the Union and signed by all of the Unit Employees requesting their jobs back, and verbally informed the Union and the Unit Employees that Respondent ProKeeping was the entity to which the petition needed to be directed to because it, not Respondent Greystar, was the employer of the cleaning employees at the 100 Sudbury Building.

12.

(a) From about June 7, 2024, through at least July 15, 2024, Respondent PMG refused to consider for hire the Unit Employees to perform cleaning services at the 100 Sudbury Building.

(b) By at least July 13, 2024, Respondent ProKeeping assigned its supervisor and agent Patricia Perello to supervise the work of the cleaners employed by Respondent PMG who began working at the 100 Sudbury Building that same day.



(c) On about July 15, 2024, the Union contacted Respondent ProKeeping via email and telephone and delivered via email the same petition described above in paragraph 11(b), requesting that Respondent ProKeeping hire the Unit Employees to continue performing cleaning services at the 100 Sudbury Building, or to provide information about how the Unit Employees could apply for work.

(d) On about July 15, 2024, Respondent ProKeeping, by its supervisor and agent Patricia Perello, via telephone, denied to the Union that it was the cleaning contractor at the 100 Sudbury Building, and did not provide information about how the Unit Employees could apply for work to continue performing the cleaning services at the 100 Sudbury Building.

(e) On about July 26, 2024, Respondent ProKeeping and Respondent PMG executed a service agreement regarding the certain services at the 100 Sudbury Building that Respondent PMG was “subcontracting” to Respondent ProKeeping, including “Employee Management and Coordination,” “Operational Oversight and Scheduling,” “Client Interaction and Support,” and “Administrative and Logistical Management” services.

13.

(a) From about June 7, 2024, through about March 8, 2025, including, but not limited to, their collective conduct described above in paragraphs 9(g), 10(a), 10(c), 10(d), 10(g), 11(a), 11(b), 12(a), 12(b), 12(d), and 12(e), Respondent ProKeeping, Respondent PMG, Respondent Greystar, and Respondent Sudbury purposefully concealed the identity of Respondent PMG as the formal employer of the cleaning employees at the 100 Sudbury Building from the Union and the Unit Employees, as well as purposefully concealing the single-employer nature of Respondent ProKeeping and Respondent PMG, in order to avoid recognizing and bargaining with the Union

and otherwise restrain and coerce employees from exercising their rights protected by Section 7 of the Act.

(b) From about June 7, 2024, through about May 5, 2025, Respondent ProKeeping, Respondent PMG, Respondent Greystar, and Respondent Sudbury purposefully concealed the role of Respondent Sudbury in Respondent ProKeeping and Respondent PMG's decision not to hire the Unit Employees, in order to restrain and coerce employees from exercising their rights protected by Section 7 of the Act.

14.

By their refusal to hire a substantial complement of the Unit Employees between about June 7, 2024, and July 13, 2024, Respondent ProKeeping and Respondent PMG sought to avoid an obligation to recognize the Union as the collective-bargaining representative of the cleaning employees at the 100 Sudbury Building and bargain with it over those employees' terms and conditions of employment, and thereafter in fact made changes to the terms and conditions of employment for cleaners working at the 100 Sudbury Building.

15.

(a) By the conduct described above in paragraphs 11(a) and 11(b), Respondent Greystar has 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.

(b) By the conduct described above in paragraphs 13(a) and 13(b), Respondent ProKeeping, Respondent PMG, Respondent Greystar, and Respondent Sudbury 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.

16.

(a) By the conduct described above in paragraphs 9(d), 9(f), 12(a), and 12(d), Respondent ProKeeping and Respondent PMG have been discriminating in regard to hire or tenure or terms and conditions of employment, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

(b) By the conduct described above in paragraph 10(a), Respondent Sudbury has been discriminating in regard to hire or tenure or terms and conditions of employment, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

(c) By the conduct described above in paragraph 10(d), Respondent ProKeeping, Respondent PMG, Respondent Greystar, and Respondent Sudbury have been discriminating in regard to hire or tenure or terms and conditions of employment, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

17.

By the conduct described above in paragraph 14, Respondent ProKeeping and Respondent PMG have been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees, in violation of Section 8(a)(5) and (1) of the Act.

18.

The unfair labor practices of Respondent ProKeeping, Respondent PMG, Respondent Greystar, and Respondent Sudbury described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **REMEDIES**

**WHEREFORE**, as part of the remedy for the unfair labor practices alleged above, Respondent ProKeeping and Respondent PMG should be required to copy and mail at their own expense any Notice to Employees that may issue in this proceeding, in both English and Spanish,

and in other languages if deemed appropriate by the Regional Director, to all current and former employees employed by either entity at any time since July 13, 2024, due to the nature of their work in various locations where Respondent ProKeeping and Respondent PMG do not control the property.

### **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 September 26, 2025.** 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 a date and time and at a place to be determined,** 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 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 12, 2025

*Thomas E. Quigley*

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Thomas E. Quigley, Acting Regional Director  
National Labor Relations Board  
Region 01/Subregion 34

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Case **01-CA-356522**

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.

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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.