STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

IRA EISENBERG, Charging Party, v. CIVIL SERVICE DIVISION, CALIFORNIA STATE EMPLOYEES' ASSOCIATION, Respondent.	Case No. SF-CO-53-S PERB Decision No. 2034-S June 4, 2009

Appearances: Ira Eisenberg, on his own behalf; Weinberg, Roger & Rosenfeld by Vincent A. Harrington, Jr., Attorney, for Civil Service Division, California State Employees' Association.

Before McKeag, Neuwald and Dowdin Calvillo, Members.

DECISION

NEUWALD, Member: This case is before the Public Employment Relations Board (Board) on appeal by Ira Eisenberg (Eisenberg) of a Board agent's dismissal (attached) of his unfair practice charge. The charge alleged that the Civil Service Division, California State Employees' Association (CSEA) violated the Ralph C. Dills Act (Dills Act)[1] by creating the website www.dumpseiu.com, which interfered with Eisenberg's ability to pursue his decertification efforts.

The Board has reviewed the entire record including but not limited to, the original and amended unfair practice charge, CSEA's correspondence, the Board agent's warning and dismissal letters, Eisenberg's appeal, and CSEA's response to that appeal. Based on this review, the Board finds the Board agent's warning and dismissal letters to be a correct

[1]The Dills Act is codified at Government Code section 3512 et seq.

statement of the law and well reasoned and, therefore adopts them as the decision of the Board itself.

ORDER

The unfair practice charge in Case No. SF-CO-53-S is hereby DISMISSED WITHOUT LEAVE TO AMEND.

Members McKeag and Dowdin Calvillo joined in this Decision.

STATE OF CALIFORNIA
ARNOLD SCHWARZENEGGER, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

Los Angeles Regional Office
3530 Wilshire Blvd., Suite 1435
Los Angeles, CA 90010-2334
Telephone: (213) 736-2907
Fax: (213) 736-4901

April 25, 2008

Ira Eisenberg

Re: Ira Eisenberg v. Civil Service Division, CSEA
Unfair Practice Charge No. SF-CO-53-S
DISMISSAL LETTER

Dear Mr. Eisenberg:

The above-referenced unfair practice charge was filed with the Public Employment Relations Board (PERB or Board) on October 22, 2007. Ira Eisenberg alleges that the Civil Service Division, California State Employees Association (CSEA) violated the Ralph C. Dills Act (Dills Act)[1] by creating the website www.dumpseiu.com.

Eisenberg was informed in the attached Warning Letter dated March 17, 2008, that the above-referenced charge did not state a prima facie case. Eisenberg was advised that, if there were any factual inaccuracies or additional facts which would correct the deficiencies explained in that letter, he should amend the charge. Eisenberg was further advised that, unless he amended the charge to state a prima facie case or withdrew it prior to March 28, 2008, the charge would be dismissed. Eisenberg requested and received two extensions of time to file an amended charge. On April 23, 2008, he timely filed an amended charge with PERB.

In the March 17, 2008 Warning Letter, Eisenberg was instructed to correct any factual inaccuracies or provide additional facts to correct the deficiencies discussed in the Warning Letter. Eisenberg does not provide any additional facts or identify any factual inaccuracies addressing the issues raised in the March 17, 2008 Warning Letter. Instead, Eisenberg appears to contend that the investigation overlooked the significance of a March 11, 2008, e-mail correspondence, sent by Alex Hernandez, to representatives of the Service Employees International Union (SEIU) and California State Employees United (CSEU). Eisenberg had previously alleged that Hernandez is a representative for SEIU, Local 1000, CSEA, and CSEU.

In the March 11, 2008 e-mail, Hernandez states he participated in the www.dumpseiu.com website. Hernandez also states that he did not wish to decertify SEIU, Local 1000 as the exclusive representative of Bargaining Unit 1. Hernandez also stated his belief that he had prevented a decertification vote because he had collected petitions signed by Unit 1 members approving decertification of SEIU, Local 1000, but presumably did not file those petitions with

[1] The Dills Act is codified at Government Code section 3512 et seq. The text of the Dills Act and the Board's Regulations may be found on the Internet at www.perb.ca.gov.

PERB. Hernandez concludes the e-mail by stating that he supports SEIU, Local 1000, but that he believed that its current leadership was corrupt and should be deposed.

Eisenberg was informed in the March 18, 2008 Warning Letter that, to demonstrate a prima facie case of interference, the charging party must show that the respondent's conduct tends to or does result in some harm to employee rights guaranteed by the Dills Act. (State of California (Department of Developmental Services) (1983) PERB Decision No. 344-S; State of California, Department of Developmental Services (1982) PERB Decision No. 228-S; Carlsbad Unified School District (1979) PERB Decision No. 89.)

In the amended charge, Eisenberg continues to argue that, Hernandez's maintenance of the www.dumpseiu.com website unlawfully interfered with Eisenberg's ability to pursue the decertification of SEIU, Local 1000.[2] As stated in the March 18, 2008 Warning Letter, Eisenberg does not provide sufficient information to conclude how Hernandez's actions unreasonably interfered with Eisenberg's decertification efforts. Eisenberg has not provided any additional information that clarifies why he could not have pursued his own separate decertification petition at the same time that Hernandez operated the www.dumpseiu.com website. Accordingly, Eisenberg has failed to demonstrate how Hernandez's actions resulted in "some harm" to Eisenberg's decertification effort. (See State of California (Department of Developmental Services), supra, PERB Decision No. 344-S; Los Angeles Community College District (1987) PERB Decision No. 623 (dismissing a charge for failing to establish "some harm").) For example, Eisenberg has not established that he was unable to obtain the necessary signatures to file his decertification petition, nor has he demonstrated that any Unit 1 member forewent signing onto Eisenberg's petition because of Hernandez's actions. For these reasons, Eisenberg does not state a prima facie case for interference.[3]

---

[2] In the amended charge, Eisenberg continues to assert that Hernandez was acting as an agent of CSEA when he created the www.dumpseiu.com website. No determination was made on this issue because, as discussed more thoroughly below, even if Hernandez was an agent of CSEA, Eisenberg fails to demonstrate either that Hernandez's actions interfered with Eisenberg's protected rights or that Hernandez's actions should not be considered protected speech.

[3] The Board has held that, in the absence of some measurable harm to employee rights, a respondent's actions may constitute unlawful interference where it would be reasonable to infer that the actions caused some "inherent harm" to employee rights. (Regents of the University of California, Lawrence Livermore National Laboratory (1982) PERB Decision No. 212-H.) In that case, the Board found that the employer's decision to no longer notify non-exclusive representatives prior to enacting changes to employment conditions inherently harmed employee rights because it was reasonable to conclude that such a practice would affect a non-exclusive representative's ability to represent employees. (Ibid.) In the present case, Eisenberg has not demonstrated how the www.dumpseiu.com website caused "inherent harm" to Eisenberg's ability to pursue decertification of SEIU, Local 1000. Accordingly, University of California, supra, PERB Decision No. 212-H is inapposite.

As stated in the March 17, 2008 Warning Letter, a respondent's speech causes no cognizable harm to employee rights unless it contains a "threat of reprisal or promise of benefit." (Rio Hondo Community College District (1980) PERB Decision No. 128; (State of California (Department of Developmental Services), supra, PERB Decision No. 344-S.) Under this standard, even if Hernandez's actions affected Eisenberg's ability to pursue decertification, Eisenberg has not demonstrated that the www.dumpseiu.com website constitutes a "threat of reprisal or a promise of benefit." (Ibid.) Thus, Eisenberg does not establish how Hernandez's maintenance of the website was more than merely a legitimate exercise of his protected right to either pursue his own decertification petition or to criticize SEIU, Local 1000 or its leadership. For these reasons, Eisenberg does not state a prima facie case.

Eisenberg also alleges that CSEA President J.J. Jelincic expelled Eisenberg from membership of SEIU, Local 1000 in retaliation for filing the instant unfair practice charge. To demonstrate a violation of Dills Act section 3519(a), the charging party must show that: (1) the employee exercised rights under the Dills Act; (2) the employer had knowledge of the exercise of those rights; and (3) the employer imposed or threatened to impose reprisals, discriminated or threatened to discriminate, or otherwise interfered with, restrained, or coerced the employees because of the exercise of those rights. (Novato Unified School District (1982) PERB Decision No. 210 (Novato); Carlsbad Unified School District (1979) PERB Decision No. 89.)

Although the timing of the employer's adverse action in close temporal proximity to the employee's protected conduct is an important factor (North Sacramento School District (1982) PERB Decision No. 264), it does not, without more, demonstrate the necessary connection or "nexus" between the adverse action and the protected conduct. (Moreland Elementary School District (1982) PERB Decision No. 227.) Facts establishing one or more of the following additional factors must also be present: (1) the employer's disparate treatment of the employee (State of California (Department of Transportation) (1984) PERB Decision No. 459-S); (2) the employer's departure from established procedures and standards when dealing with the employee (Santa Clara Unified School District (1979) PERB Decision No. 104); (3) the employer's inconsistent or contradictory justifications for its actions (State of California (Department of Parks and Recreation) (1983) PERB Decision No. 328-S); (4) the employer's cursory investigation of the employee's misconduct; (5) the employer's failure to offer the employee justification at the time it took action or the offering of exaggerated, vague, or ambiguous reasons; (6) employer animosity towards union activists (Cupertino Union Elementary School District (1986) PERB Decision No. 572); or (7) any other facts that might demonstrate the employer's unlawful motive. (Novato, supra, PERB Decision No. 210; North Sacramento School District, supra, PERB Decision No. 264.)

Evidence of adverse action is also required to support a claim of discrimination or reprisal under the Novato standard. (Palo Verde Unified School District (1988) PERB Decision No. 689.) In determining whether such evidence is established, the Board uses an objective test and will not rely upon the subjective reactions of the employee. (Ibid.) In a later decision, the Board further explained that:

> The test which must be satisfied is not whether the employee found the employer's action to be adverse, but whether a reasonable person under the same circumstances would consider the action to have an adverse impact on the employee's employment. [Newark Unified School District (1991) PERB Decision No. 864; emphasis added; footnote omitted.]

These standards, originally developed to analyze retaliation allegations rendered against employers, apply equally to retaliation allegations against employee organizations. (State of California (Department of Developmental Services), supra, PERB Decision No. 344-S.)

In this case, even assuming it was an adverse action for SEIU, Local 1000 to terminate Eisenberg's union membership, the present charge was filed against CSEA, not SEIU, Local 1000. Thus, even if SEIU, Local 1000 violated the Dills Act, because that organization was not named as a party to this case, this issue is not properly before PERB at this time.

Moreover, even assuming the issue was raised in the present charge, Eisenberg does not provide any facts suggesting a causal connection, or nexus, between the filing of this unfair practice charge and SEIU, Local 1000's decision to terminate his membership. He does not even allege when his membership was terminated or what actions Jelincic took to cause SEIU, Local 1000 to terminate Eisenberg's membership. As stated in the March 17, 2008 Warning Letter, mere legal conclusions are insufficient to state a prima facie case. (Charter Oak Unified School District (1991) PERB Decision No. 873.)

In addition, Dills Act section 3515.5 provides employee organizations with the ability to "establish reasonable restrictions on who may join and may make reasonable provisions for the dismissal of individuals from membership." (See also California State Employees Association (Barker & Osuna) (2003) PERB Decision No. 1551-S.) Eisenberg does not provide facts establishing either that SEIU, Local 1000's rules concerning membership were unreasonable or that those rules were unreasonably applied to Eisenberg in the present case. For these reasons, this allegation does not state a prima facie case.

When drafting the March 18, 2008 Warning Letter, the undersigned believed that Eisenberg was alleging that CSEA, through Hernandez, violated an oral agreement regarding the maintenance of the www.dumpseiu.com website. This belief was based on the undersigned's reading of the original charge. Eisenberg has clarified that this allegation was never intended to be part of the charge. For that reason, this allegation is not considered further in this letter.

For the reasons discussed in this letter and the March 17, 2008 Warning Letter, the charge is dismissed.

Right to Appeal

Pursuant to PERB Regulations,[4] you may obtain a review of this dismissal of the charge by filing an appeal to the Board itself within twenty (20) calendar days after service of this dismissal. (Regulation 32635(a).) Any document filed with the Board must contain the case name and number, and the original and five (5) copies of all documents must be provided to the Board.

A document is considered "filed" when actually received during a regular PERB business day. (Regulations 32135(a) and 32130; see also Government Code section 11020(a).) A document is also considered "filed" when received by facsimile transmission before the close of business together with a Facsimile Transmission Cover Sheet which meets the requirements of Regulation 32135(d), provided the filing party also places the original, together with the required number of copies and proof of service, in the U.S. mail. (Regulations 32135(b), (c) and (d); see also Regulations 32090 and 32130.)

The Board's address is:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street
Sacramento, CA 95811-4124
(916) 322-8231
FAX: (916) 327-7960

If you file a timely appeal of the refusal to issue a complaint, any other party may file with the Board an original and five copies of a statement in opposition within twenty (20) calendar days following the date of service of the appeal. (Regulation 32635(b).)

Service

All documents authorized to be filed herein must also be "served" upon all parties to the proceeding, and a "proof of service" must accompany each copy of a document served upon a party or filed with the Board itself. (See Regulation 32140 for the required contents.) The document will be considered properly "served" when personally delivered or deposited in the mail or deposited with a delivery service and properly addressed. A document may also be concurrently served via facsimile transmission on all parties to the proceeding. (Regulation 32135(c).)

[4] PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

Extension of Time

A request for an extension of time, in which to file a document with the Board itself, must be in writing and filed with the Board at the previously noted address. A request for an extension must be filed at least three (3) calendar days before the expiration of the time required for filing the document. The request must indicate good cause for and, if known, the position of each other party regarding the extension, and shall be accompanied by proof of service of the request upon each party. (Regulation 32132.)

Final Date

If no appeal is filed within the specified time limits, the dismissal will become final when the time limits have expired.

Sincerely,

TAMI R. BOGERT
General Counsel

By _____
Eric J. Cu
Regional Attorney

Attachment

cc: Vincent Harrington, Jr.

STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

Los Angeles Regional Office
3530 Wilshire Blvd., Suite 1435
Los Angeles, CA 90010-2334
Telephone: (213) 736-2907
Fax: (213) 736-4901

March 17, 2008

Ira Eisenberg

Re: Ira Eisenberg v. Civil Service Division, CSEA
Unfair Practice Charge No. SF-CO-53-S
WARNING LETTER

Dear Mr. Eisenberg:

The above-referenced unfair practice charge was filed with the Public Employment Relations Board (PERB or Board) on October 22, 2007. Ira Eisenberg alleges that the Civil Service Division, California State Employees Assocition (CSEA) violated the Ralph C. Dills Act (Dills Act)[1] by creating the website www.dumpseiu.com.

My investigation uncovered the following facts as alleged by Eisenberg.

Eisenberg is employed by the State of California at the Employment Development Department (EDD). Alex Hernandez is also employed at the EDD. Both are in Bargaining Unit 1. The Service Employees International Union, Local 1000 (SEIU, Local 1000) is the exclusive representative of Unit 1. Previously, Unit 1 was represented by CSEA but as part of an agreement SEIU, Local 1000 was named the bargaining representative of Unit 1; SEIU remained an affiliate organization of CSEA. After this agreement was reached, in 2005, a group of SEIU, Local 1000 employees created a group calling themselves California State Employees United (CSEU). CSEU often criticizes the policies of SEIU, Local 1000 President Jim Hard. Hernandez is an officer in both SEIU, Local 1000 and in CSEA. He is also a founding member of CSEU and currently serves as its president.

On April 2, 2007, Eisenberg began soliciting support for a petition to decertify SEIU, Local 1000 as the exclusive representative of Unit 1. Hernandez offered to help Eisenberg "from behind the scenes." Eisenberg and Hernandez began collaborating on formation of a website to make information about the decertification petition available to unit members. They agreed that Eisenberg would control the content of the website. They decided to name the website www.dumpseiu.com. Hernandez researched the availability of site names and paid all the fees necessary for registering the website.

[1] The Dills Act is codified at Government Code section 3512 et seq. The text of the Dills Act and the Board's Regulations may be found on the Internet at www.perb.ca.gov.

On May 29, 2007, Hernandez told Eisenberg that he believed they had different goals regarding what to do in the event that SEIU, Local 1000 was decertified. Hernandez then offered to meet with Eisenberg or to set up a separate website for Eisenberg to operate on his own. On June 1, 2007, Eisenberg agreed to meet with Hernandez and other representatives from CSEU. No meeting was ever occurred.

On or around August 2, 2007, Hernandez activated the www.dumpseiu.com website. Unit 1 members publicized it to others. The website contains a document entitled "Bargaining Unit 1 Decertification Petition" that cites PERB's Regulations on decertification petitions and provides space for employees to sign if they no longer desired to be represented by SEIU, Local 1000.

On or around March 11, 2008, Hernandez sent an e-mail to Unit 1 members accusing Local 1000 of financial impropriety and admitting to involvement in creating the www.dumpseiu.com website. Hernandez also stated that he is opposed to decertifying SEIU Local 1000

Neither Eisenberg nor Hernandez filed a decertification petition pursuant to PERB Regulation 32770 at any time relevant to this case.

Discussion:

Eisenberg contends that CSEA, through Hernandez, interfered with Eisenberg's ability to pursue his decertification efforts by creating and activating the www.dumpseiu.com website, despite the agreement to generate the content of the website together. Eisenberg alleges that this conduct violates Dills Act section 3519.5(b).

PERB Regulation 32615(a)(5) requires, inter alia, that an unfair practice charge include a "clear and concise statement of the facts and conduct alleged to constitute an unfair practice." The charging party's burden includes alleging the "who, what, when, where and how" of an unfair practice. (State of California (Department of Food and Agriculture) (1994) PERB Decision No. 1071-S, citing United Teachers-Los Angeles (Ragsdale) (1992) PERB Decision No. 944.) Mere legal conclusions are not sufficient to state a prima facie case. (Ibid.; Charter Oak Unified School District (1991) PERB Decision No. 873.)

To demonstrate a prima facie case of interference, the charging party must show that the respondent's conduct tends to or does result in some harm to employee rights guaranteed by the Dills Act. (Carlsbad Unified School District (1979) PERB Decision No. 89, State of California, Department of Developmental Services (1982) PERB Decision No. 228-S.) In Chula Vista City School District (1990) PERB Decision No. 834, the Board reviewed and quoted from its decision in Rio Hondo Community College District (1980) PERB Decision No. 128, stating:

> As more fully explained below, employer speech causes no cognizable harm to employee rights granted under EERA unless

it contains "threats of reprisal or force or promise of a benefit." Therefore, a prima facie case of interference cannot be based on speech that contains no "threats of reprisal or force or promise of a benefit."

* * * * * * * *

In Rio Hondo Community College District (1980) PERB Decision No. 128, this Board looked to the National Labor Relations Act (NLRA) for guidance in formulating a test for determining when employer communications will be considered violative of the provisions of EERA. Specifically, the Board examined section 8(c) of the NLRA which provides:

> The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.

Noting that EERA contains no provision parallel to section 8(c), the Board nevertheless found that "a public school employer is entitled to express its views on employment-related matters over which it has legitimate concerns in order to facilitate full and knowledgeable debate" and set forth the test to be applied as follows:

> [T]he Board finds that an employer's speech which contains a threat of reprisal or force or promise of benefit will be perceived as a means of violating the Act and will, therefore, lose its protection and constitute strong evidence of conduct which is prohibited by section 3543.5 of the EERA. (Id.)

Whether the employer's speech is protected or constitutes a proscribed threat or promise is determined by applying an objective rather than a subjective standard. (California State University (1989) PERB Decision No. 777-H.) Thus, "the charging party must show that the employer's communications would tend to coerce or interfere with a reasonable employee in the exercise of protected rights." The fact, "That [sic] employees may interpret statements, which are otherwise protected, as coercive does not necessarily render those statements unlawful."

> (Regents of the University of California (1983) PERB Decision No. 366-H, fn. 9; BMC Manufacturing Corporation (1955) 113 NLRB 823.)
>
> The Board has also held that statements made by an employer are to be viewed in their overall context (i.e., in light of surrounding circumstances) to determine if they have a coercive meaning. (Los Angeles Unified School District (1988) PERB Decision No. 659, and cases cited therein.)
>
> Additionally, the Board has placed considerable weight on the accuracy of the content of the speech in determining whether the communication constitutes an unfair labor practice. (Alhambra City and High School Districts (1986) PERB Decision No. 560; Muroc Unified School District (1978) PERB Decision No. 80.) Thus, where employer speech accurately describes an event, and does not on its face carry the threat of reprisal or force, or promise of benefit, the Board will not find the speech unlawful.

Although the majority of cases discussing interference violations concern an employer's interference with employee rights, the Board uses the same analysis when determining interference by employee organizations under Dills Act section 3519.5(b). (State of California (Department of Developmental Services) (1983) PERB Decision No. 344-S.)

In the present case, Eisenberg alleges that Hernandez was acting on behalf of CSEA when he created and activated the website, www.dumpseiu.com. Eisenberg further contends that CSEA is an employee organization within the meaning of Dills Act, section 3513(a). Assuming that this is the case, Eisenberg does not establish that CSEA, through Hernandez, unlawfully interfered with any of Eisenberg's protected rights. Eisenberg does not provide sufficient information to conclude how Hernandez's decertification efforts unreasonably interfered with Eisenberg's own ability to pursue a decertification petition or to create a new employee organization to represent Unit 1. Under the facts provided by Eisenberg, after Hernandez realized that the two had different goals, Hernandez even offered to provide Eisenberg with another website to promote his independent views. It is unclear why Eisenberg did not or could not have arranged to create another website for his own positions or informed Unit 1 of his views in some other way. Thus, Eisenberg fails to provide a "clear and concise statement" of facts supporting the finding of a violation.

Moreover, even if the creation of www.dumpseiu.com interfered with Eisenberg's efforts, Eisenberg fails to establish that Hernandez's actions were not protected activity as discussed in Chula Vista, supra, PERB Decision No. 834. (See also Rio Hondo, supra, PERB Decision No. 128.) Eisenberg does not allege that Hernandez or CSEA made a promise of benefit or threat of reprisal. (See Ibid.) Eisenberg is correct to assert that employees have the protected right to engage in decertification activities. (California School Employees Association and its Shasta College Chapter #381 (Parisot) (1983) PERB Decision No. 280.) However, this right extends

equally to both Eisenberg and Hernandez. Therefore, Eisenberg does not demonstrate that Hernandez's actions lost their protection under the Dills Act and can form the basis of an interference violation.

Eisenberg apparently contends that CSEA, through Hernandez, breached an oral agreement to collaborate on the www.dumpseiu.com website. Even if this were the case, the Dills Act only places a duty on the Governor, or his or her representatives, to negotiate with the recognized exclusive representative of a group of employees. (Dills Act, § 3517.) Eisenberg does not establish that he or CSEA falls into either of these categories and accordingly does not establish that the Dills Act enforces CSEA's duty to negotiate with Eisenberg. Thus, Eisenberg lacks standing to assert a violation of the duty to negotiate in good faith. Furthermore, Dills Act section 3514.5(b) states:

> The board shall not have authority to enforce agreements between the parties, and shall not issue a complaint on any charge based on alleged violation of such an agreement that would not also constitute an unfair practice under this chapter.

As stated above, Eisenberg does not establish that CSEA's conduct unlawfully interfered with his protected rights under the Dills Act. Therefore, even if CSEA breached an agreement regarding the creation of the website, PERB is without authority to issue a complaint on this issue.

For these reasons the charge, as presently written, does not state a prima facie case. If there are any factual inaccuracies in this letter or additional facts that would correct the deficiencies explained above, please amend the charge. The amended charge should be prepared on a standard PERB unfair practice charge form, clearly labeled First Amended Charge, contain all the facts and allegations you wish to make, and be signed under penalty of perjury by the charging party. The amended charge must have the case number written on the top right hand corner of the charge form. The amended charge must be served on the respondent's representative and the original proof of service must be filed with PERB. If an amended charge or withdrawal is not received from you before March 28, 2008, your charge shall be dismissed. If you have any questions, please call me at the above telephone number.

Sincerely,

Eric J. Cu
Regional Attorney

EC