

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

NTN BOWER CORPORATION

and

**INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA,
AFL-CIO, CLC**

Case Nos. 10-CA-37271
10-CA-37484
10-CA-37545
10-CA-37652
10-CA-37692
10-CA-37762
10-CA-37820
10-CA-38816
10-CA-074981
10-CA-075048
10-CA-075115
10-CA-075275

MEDIATED SETTLEMENT AGREEMENT

It is hereby stipulated and agreed by and between NTN Bower Corporation (“the Company”), International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, AFL-CIO, CLC (“the Union”), and the Acting General Counsel for the National Labor Relations Board (“the Board”), (collectively, “the Parties”), that:

On April 20, 2011, the Board issued a Decision and Order, reported at 356 NLRB No. 141, in Case Nos. 10-CA-37271, 10-CA-37484, 10-CA-37545, 10-CA-37652, 10-CA-37692, 10-CA-37762, 10-CA-37820, finding that the Company

engaged in a variety of unlawful conduct and ordering the Company to remedy that conduct.

Specifically, the Board found that the Company violated Section 8(a)(1) of the National Labor Relations Act ("the Act") by: (1) threatening employees, who were former strikers, with the loss of their reinstatement rights if they failed to sign its Return To Work Log, (2) orally promulgating a rule denying employee union representatives access to its bulletin board, and (3) engaging in surveillance of union activities by monitoring the movements of employee union representatives in and around its facility.

The Board also found that the Company violated Section 8(a)(1) and (3) of the Act by: (1) requiring employees who were former strikers, as a condition of exercising their reinstatement rights, to sign its Return To Work Log, and (2) failing and refusing to offer reinstatement or to reinstate employees who were former strikers to their former or substantially equivalent positions of employment, where those positions have not been filled with permanent replacement employees.

The Board further found that the Company violated Section 8(a)(1) and (5) of the Act by implementing numerous unlawful unilateral changes and by failing to provide the Union with requested information.

On May 23, 2011, the Company filed a petition for review of the Board's Order in the United States Court of Appeals for the District of Columbia Circuit.

On June 7, 2011, the Board filed a cross-application for enforcement of its Order. The District of Columbia Circuit then referred the case to its mediation program.

Subsequently, on February 15, 2012, an Administrative Law Judge issued a decision in Case No. 10-CA-38816. The judge found that the Company violated Section 8(a)(1) and (5) of the Act by withdrawing recognition from the Union and by denying it access to the Hamilton, Alabama facility. That case is currently on appeal to the Board.

Additionally, between February 22, 2012 and February 24, 2012, the Union filed unfair labor practice charges in Case Nos. 10-CA-074981, 10-CA-075048, 10-CA-075115, and 10-CA-075275, with Region 10, the Board's Regional Office in Atlanta, alleging that the Company had engaged in unfair labor practices that violated Section 8(a)(1), (3), (5), and 8(d) of the Act. These charges are pending resolution before the Region.

During settlement negotiations, the Parties reached a resolution of the outstanding issues arising from the Board's Order, the violations found in the subsequent Administrative Law Judge's decision, and the violations alleged in the additional charges. In lieu of further proceedings, the Parties agree to the following terms:

1. The Company agrees to pay a total of \$1,600,000 in backpay and interest to satisfy all monetary and benefits claims arising from its failure to reinstate

former strikers, as set forth in the Board's April 20, 2011 Decision and Order. Of that amount, \$1,518,400 will constitute backpay, and \$81,600 will constitute interest on backpay.

2. The Company agrees to pay a total of \$250,000 in backpay and interest to satisfy all monetary claims arising from its implementation of a shortened work week, as set forth in the Board's April 20, 2011 Decision and Order. Of that amount \$228,250 will constitute backpay, and \$21,750 will constitute interest on backpay.

3. The Company acknowledges that, for the payments described above in paragraphs one and two of this Agreement, it will pay its share of the social security taxes (FICA) due on the backpay portions of its payments.

4. In order to satisfy its obligations under paragraphs one through three above, within 14 days of execution of this Agreement, the Company will wire the total amount of \$1,850,000, plus its share of FICA, to the United States Department of the Treasury, which will hold the funds until it receives a request from the Finance Branch to disperse them.

Subsequently, Region 10 will issue a request to the Board's Finance Branch, which will then transmit that request to the Department of the Treasury, that a check for the backpay and interest be issued and sent to each affected employee. Deductions for FICA and federal tax withholdings will be taken from the backpay

portion of the checks, and those deductions will be itemized on a statement that will be included with each employee's check.

At the same time, the Finance Branch will request that the Department of the Treasury transmit to the appropriate federal agency withholding taxes and each affected employee's share of FICA taxes deducted from the backpay, together with the appropriate returns showing the names and social security numbers of each affected employee on whose behalf taxes have been withheld and the amounts of taxes that have been withheld. The Finance Branch will also request that the Department of Treasury transmit to the appropriate federal agency the Company's share of each affected employee's FICA taxes. At the time withholdings and FICA taxes are transmitted, the Company's Federal Employer Identification Number, FEIN #38-2628104, will be referenced.

Backpay will be reported on W-2 statements, and interest will be reported on 1099 INT statements. The Finance Branch will prepare those statements and forward them at the end of the year to the last known address of each affected employee.

5. The Regional Director for Region 10 will have sole discretion to determine which employees were affected by the Company's failure to reinstate former strikers and by the Company's shortening of the work week, and to distribute money to those employees.

6. If Region 10 cannot locate any affected employees within one year after receipt of the funds from the Company, the Regional Director will have sole discretion to redistribute the money due those employees to the remaining affected employees.

7. Within 14 days of execution of this Agreement, the Company will send letters, by both certified and regular mail, to the 60 reinstated former strikers identified by the Company and Union, offering each of them reinstatement to a job of the Company's choosing, at the Company's Hamilton, Alabama plant. Those former strikers will have 14 days, from the date of receipt of the certified letters, to respond. On the fifteenth day, the Company will notify the Union and Region 10 of any former strikers who have failed to respond to its letters. The Union and the Region will then have 30 days to try to locate those former strikers and to secure responses from them. Former strikers who have not responded by the end of this second period will be deemed to have declined the offers. (Language attached, Exhibit A).

8. The Company will have the right to assign former strikers who accept the Company's offer of employment to any job in the Hamilton, Alabama plant consistent with its business needs, provided they receive the rate of pay and benefits set forth in the Collective-Bargaining Agreement dated December 31, 2007. After the former strikers are reinstated, they will have the right to compete

for available open jobs in accordance with the terms of the current collective bargaining agreement.

9. Within 14 days of execution of this Agreement, the Company also will send letters, by both certified and regular mail, to all unreinstated former strikers who are not being offered reinstatement. Those letters will ask those former strikers to state either that they wish to have their names placed on a preferential rehire list or that they have no interest in returning to work at the Company. Those former strikers will have 14 days, from the date of receipt of the certified letters, to respond. On the fifteenth day, the Company will notify the Union and Region 10 of any former strikers who have failed to respond to its letters. The Union and the Region will then have 30 days to try to locate those former strikers and to secure responses from them. Former strikers who have not responded by the end of this second period will be deemed to have waived their rights to preferential recall. (Language attached, Exhibit B).

10. The Company will recognize the Union as the exclusive collective-bargaining representative of the bargaining unit employees at its Hamilton, Alabama plant, which includes the obligation to apply the terms of their Collective-Bargaining Agreement, dated December 31, 2007. The Union will have access to the plant, bulletin boards, and office as it has traditionally had as collective-bargaining representative.

11. Within 14 days of execution of this Agreement, the Company will post, at its Hamilton, Alabama plant, copies of the notice attached to the Board's Order on the form provided by Region 10, as modified by the Regional Director to be consistent with this agreement. (Language attached, Exhibit C). The Company agrees that it will post copies of the notice in conspicuous places, including all places where notices are customarily posted. The Company will maintain these posted notices for 60 consecutive days and will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. The Company will also distribute the notice electronically, such as by email, posting, on an intranet or internet site, and/or other electronic means, if the Company normally communicates with employees by such means.

12. The Union waives its right to all of the requested information that the Board found was unlawfully withheld from the Union.

13. The Company has rescinded all of the unilateral changes, as required by the Board's Order.

14. The Company and the Union waive their rights under Section 10(e) and (f) of the Act to contest either (1) the propriety of the Board's Order or (2) the findings of fact and conclusions of law underlying that Order.

15. The Parties agree that this Settlement Agreement is full resolution of all claims arising from the Board's Order in Case Nos. 10-CA-37271, 10-CA-37484,

10-CA-37545, 10-CA-37652, 10-CA-37692, 10-CA-37762, 10-CA-37820. The Parties also agree that this Settlement Agreement is full resolution of all claims arising from Case No. 10-CA-38816 that is currently pending before the Board. The Parties further agree that this Settlement Agreement is full resolution of all claims arising from Case Nos. 10-CA-074981, 10-CA-075048, 10-CA-075115, and 10-CA-075275 that are currently pending before Region 10, and of all contractual grievances in whatever stage, arising before the date of execution of this agreement.

16. After the Company has complied with the terms of this Agreement, the Parties will file a joint motion with the United States Court of Appeals for the District of Columbia Circuit to dismiss, with prejudice, the Company's petition for review of the Board's Order in Case Nos. 10-CA-37271, 10-CA-37484, 10-CA-37545, 10-CA-37652, 10-CA-37692, 10-CA-37762, and 10-CA-37820 (Court Case No. 11-1187), and to dismiss, without prejudice, the Board's cross-application for enforcement of that Order (Court Case No. 11-1205). (Attached, Exhibit D).

17. At that time, the Company and Region 10 will also file a motion with the Board seeking a remand of Case Nos. 10-CA-38816 that is currently pending before the Board. The remand motion will outline the terms of the settlement agreement.

18. At that time, the Union will also withdraw, with prejudice, unfair labor practice charges in Case Nos. 10-CA-074981, 075048, 075115, and 075275, currently pending in Region 10.

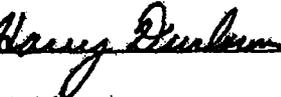
NTN Bower Corporation

BY: 

Name/Title: Jim Riggs VICE PRESIDENT

DATE: 5/15/2012

International Union, United Automobile,
Aerospace & Agricultural Implement
Workers of America, AFL-CIO-CLC

BY: 

Name/Title: Harry Durham - Int'l Rep.

DATE: 5-15-12

Lafe E. Solomon
Acting General Counsel
National Labor Relations Board



DATE: May 15, 2012

[Date]

VIA REGULAR AND CERTIFIED MAIL-RETURN RECEIPT REQUESTED

[Employee Name]
[Employee Address]

Re: Offer of Reinstatement

Dear Employee:

The Company has made an agreement to settle certain unfair labor practice charges filed by the Union with the National Labor Relations Board. As a part of that agreement, the Company is offering to a number of former strikers identified by the parties reinstatement to their former or substantially equivalent positions of employment on the terms described herein.

The positions generally will be in the areas of heat treat, blast/coat, turning, tubing cutoff, cold forge, roll grind, retainer press, roll wash, roto, surface grind, cup o.d. grind, cone grind, cup i.d. grind, tool crib, assembly & inspection, material handler, and shipping. Given the number of employees who may be returning to work, the Union has agreed that the Company can make the initial assignment of employees to jobs and, as bargaining unit vacancies thereafter develop, employees will be permitted to bid on open positions in accordance with your seniority and the Collective Bargaining Agreement. You will be paid in accordance with the Collective Bargaining Agreement.

Once you receive this letter, you will have fourteen (14) days to notify the Company whether you accept its offer. Again, given the number of

EXHIBIT A

Page 2

employees who may be returning to work, not everyone will return on the same day. The Company will attempt to return you in an orderly fashion as promptly as possible consistent with its ability to absorb additional employees and your ability to return on a date certain. We anticipate this process could take as long as two weeks.

If you do not accept this offer of reinstatement, you will no longer have preferential recall rights. Should you apply for employment with the Company thereafter, you will be given the same consideration as a new hire should there be any openings.

To accept this offer, sign below and return this letter to Human Resources, NTN-Bower Corporation, 2086 Military Street, Hamilton, Alabama 35570.

Very truly yours,

Joseph Askew
Human Resources Manager

I accept: _____

EXHIBIT A

[Date]

VIA REGULAR AND CERTIFIED MAIL-RETURN RECEIPT REQUESTED

[Employee Name]
[Employee Address]

Re: Preferential Rehire List

Dear Employee:

The Company has made an agreement to settle certain unfair labor practice charges filed by the Union with the National Labor Relations Board. As a part of that agreement, the Company has agreed to survey certain former strikers to determine whether or not they wish to be considered for future bargaining unit employment openings should any develop.

This is not an offer of employment. Rather, if you choose to be considered for future employment, your name will be placed on a preferential rehire list and you will be considered eligible for reinstatement to the position you vacated or a substantially equivalent position before the Company solicits new applicants for that position.

If you choose not to be considered for future employment, you will no longer have preferential recall rights. Should you apply for employment with the Company thereafter, you will be given the same consideration as a new applicant should there be any openings.

Make a selection from one of the two choices which appear below and return this letter to Human Resources, NTN-Bower Corporation, 2086

EXHIBIT B

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Military Street, Hamilton, Alabama 35570. You must return this letter to the Company within fourteen (14) days of receipt and your failure to do so will be treated as a decision to decline future employment.

Very truly yours,

**Joseph Askew
Human Resources Manager**

Check one:

- I do not wish to be considered for reinstatement to employment at NTN-Bower Corporation.**
- I wish to be considered for reinstatement to employment at NTN-Bower Corporation.**

EXHIBIT B



NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us 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 threaten you with the loss of your reinstatement rights if you fail to sign our return to work log.

WE WILL NOT orally promulgate a rule denying employee union representatives access to the company bulletin board.

WE WILL NOT engage in surveillance of union activities, by monitoring the movements of employee union representatives in and around our facility.

WE WILL NOT require employees who were former strikers, as a condition of exercising their reinstatement rights, to sign our return to work log.

WE WILL NOT fail and refuse to offer reinstatement or to reinstate employees who were former strikers to their former or substantially equivalent positions of employment, where those positions have not been filled with permanent replacement employees.

WE WILL NOT verbally implement a rule requiring all former strikers to sign our return to work log.

WE WILL NOT unilaterally, and in the absence of a good-faith bargaining impasse in negotiations, enforce a rule requiring all former strikers to sign our return to work log as a condition of returning to work.

WE WILL NOT unilaterally, and in the absence of a good-faith bargaining impasse in negotiations, implement the following changes with respect to subjects that relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purpose of collective bargaining: (1) relocate the Union's office at our facility, (2) establish rules that impede employees' access to union representatives, (3) orally promulgate a rule restricting employee union representatives' access to the employee break room, (4) deny union representatives' access to our facility, and (5) modify the workweek of the employees in the unit.

WE HAVE rescinded the above described unlawful changes.

WE WILL NOT fail and refuse to furnish International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, AFL-CIO-CLC (the Union) with the addresses of permanent replacement employees.

WE WILL NOT fail and refuse to furnish the Union with the information it requested regarding an October 22, 2007 picket line confrontation.

EXHIBIT C

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it 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 any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number (866) 667-NLRB (6572).

THIS IS AN OFFICIAL 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 REGIONAL OFFICE COMPLIANCE OFFICER.



NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL NOT fail and refuse to furnish the Union with the employment applications of the permanent replacement employees.

WE WILL NOT fail and refuse to furnish the Union with specified information, including pension documents.

WE WILL NOT fail and refuse to furnish the Union with certain information, including, among other things, documents, communications, letters, and notes regarding our decision to modify our workweek during March 2009.

WE WILL NOT fail and refuse to furnish the Union with documents regarding the employment history of each employee in the bargaining unit at our Hamilton, Alabama facility.

WE WILL NOT withdraw recognition from, and fail and refuse to bargain with, the International Union, United Automobile, Aerospace & Agricultural Implement Workers Of America, AFL-CIO CLC and its Local 1990 as the exclusive collective bargaining representative of our unit employees.

WE WILL NOT deny the Union access to our Hamilton, Alabama facility for the purpose of participating in safety and health inspections under the terms of our collective bargaining agreement with the Union, and for the purpose of representing our bargaining unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL reinstate former strikers to the positions into which we would have reinstated them had we displaced all temporary employees on July 23, 2008, and reinstated former strikers into each position worked by temporary employees after that time.

WE WILL make whole with interest, such employees as would have been reinstated sooner but for our unlawful retention of temporary employees after July 23, 2008, as opposed to reinstating former strikers into those positions, for wages and benefits lost on account of our failure to reinstate economic strikers to positions occupied by temporary employees after July 23, 2008.

WE WILL make each employee, who had his or her work hours reduced as a result of the unlawful, unilateral changes to the workweek, whole, with interest, for any wages or benefits lost.

WE WILL recognize and, on request, bargain with the Union as the exclusive collective bargaining representative of our employees in the following appropriate unit:
All production and maintenance employees, excluding all temporaries, office clerical employees, plant clerical employees, technical employees, quality control technicians, laboratory technicians, professional employees, guards, watchmen, and supervisors as defined in the Act.

WE WILL reinstate the December 31, 2007 through December 28, 2012 collective bargaining agreement that was in effect when we unlawfully withdrew recognition from the union.

EXHIBIT C

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it 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 any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number (866) 887-NLRB (8572).

THIS IS AN OFFICIAL 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'S COMPLIANCE OFFICER.



NOTICE TO EMPLOYEES



**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

WE WILL, upon request, grant the Union and its representatives access to the Hamilton, Alabama facility for the purpose of conducting safety and health inspections pursuant to the collective bargaining agreement and for the purpose of representing the bargaining unit employees with respect to their wages, hours and other terms and conditions of employment.

NTN-BOWER CORPORATION
(Employer)

Dated _____ By _____ (Representative) _____ (Title)

EXHIBIT C

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it 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 any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number (866) 667-NLRB (6572).

233 Peachtree Street N.E., Harris Tower-Suite 1000, Atlanta, Georgia 30303. Telephone: (404) 331-2858.

THIS IS AN OFFICIAL 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

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

NTN-BOWER CORPORATION)	
)	
Petitioner/Cross-Respondent)	
)	Nos. 11-1187
v.)	11-1205
)	
NATIONAL LABOR RELATIONS BOARD)	
)	
Respondent/Cross-Petitioner)	
)	
and)	
)	
INTERNATIONAL UNION, UAW, AFL-CIO-CLC)	
)	
Intervenor)	

**JOINT MOTION TO VOLUNTARILY DISMISS
WITH PREJUDICE THE PETITION FOR REVIEW, AND
TO DISMISS WITHOUT PREJUDICE THE
CROSS-APPLICATION FOR ENFORCEMENT**

To the Honorable Judges of the United States Court of Appeals for the District of the Columbia Circuit:

Pursuant to Federal Rule of Appellate Procedure 42(b), the National Labor Relations Board (“the Board”), by its Deputy Associate General Counsel, and NTN-Bower (“the Company”), by its counsel, respectfully move the Court for leave to voluntarily dismiss the Company’s petition for review in the above-captioned case, with prejudice, and the Board’s cross-application for enforcement,

EXHIBIT D

without prejudice, and show:

1. On May 23, 2011, the Company filed with the Court a petition for review of the Board's Order (Case No. 11-1187). On June 7, 2011, the Board filed a cross-application for enforcement of its Order (Case No. 11-1205), which the Clerk consolidated with the Company's petition.

2. Since then, the parties have sought to resolve these consolidated cases through this Court's mediation program without further litigation or the costs associated with such litigation. The parties have reached such an agreement which dispenses with the necessity for further litigation at this time.

3. In the parties' settlement agreement, the Company agreed to dismiss its petition for review with prejudice. Accordingly, the parties jointly request that the Court dismiss the petition with prejudice.

4. In the parties' settlement agreement, the Company further agreed that the Board's cross-application for enforcement would be dismissed without prejudice to the Board's right to file a future application for enforcement of its Order in the event the Company fails to continue its compliance with the prospective relief in the Board's Order. *See NLRB v. Mexia Textile Mills*, 339 U.S. 563, 567 (1950) (because "[a] Board order imposes a continuing obligation" and because "the Board is entitled to have [any] resumption of the unfair practice

EXHIBIT D

barred by an enforcement decree," an employer's compliance does not deprive the Board of the right to secure enforcement of the order from an appropriate court); accord *NLRB v. Raytheon Co.*, 398 U.S. 25, 27-28 (1970). Accordingly, the parties jointly request that the Court dismiss the Board's cross-application for enforcement without prejudice.

5. Each side is to bear its own costs.

6. The Board has contacted George Davies, counsel for the Union, who has stated that he has no objection to the granting of this motion.

7. Roy Davis, counsel for the Company, has given the Board permission to sign this motion on its behalf.

EXHIBIT D

WHEREFORE, the parties respectfully request that their joint motion be granted, and that the petition for review be dismissed with prejudice, and that the cross-application for enforcement be dismissed without prejudice.

For the Board:

/s/ Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1099 14th Street, NW
Washington, D.C. 20570
(202) 273-2960

Dated: _____, 2012

For NTN-Bower Corporation

/s/Roy G. Davis
Roy G. Davis
Davis & Campbell, LLC
401 Main Street
Suite 1600
Peoria, IL 61602

Dated: _____, 2012

EXHIBIT D

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

NTN-BOWER CORPORATION)	
)	
Petitioner/Cross-Respondent)	
)	Nos. 11-1187
v.)	11-1205
)	
NATIONAL LABOR RELATIONS BOARD)	
)	
Respondent/Cross-Petitioner)	
)	
and)	
)	
INTERNATIONAL UNION, UAW, AFL-CIO-CLC)	
)	
Intervenor)	

CERTIFICATE OF SERVICE

I hereby certify that on _____, 2012, I electronically filed the foregoing document with the Clerk of the Court for the United States Court of Appeals for the District of Columbia Circuit by using the CM/ECF system. I certify that the foregoing document will be served via the CM/ECF system on the following counsel, who are registered CM/ECF users:

EXHIBIT D

**Roy G. Davis
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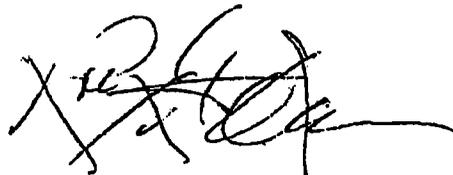
**/s/Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD
1099 14th Street, N.W.
Washington, D.C. 20570**

**Dated at Washington, D.C.
this ___ day of _____ 2012**

EXHIBIT D

	clock #	last name	First	Status
1	206	DOSS	LARRY G.	
2	287	CROW	DAVID W.	
3	335	HOLCOMBE	PAMELA	
4	341	HARRIS	STEVEN L	
5	382	CANTRELL	NICKY L	
6	455	ODOM	JAMES R.	
7	477	PEARCE	TERRY	
8	510	LAWLER	PERRY	
9	534	RICE	Alan	
10	682	WOOTEN	Danny	
11	693	HOLCOMBE	Larry	
12	696	BOHANNON	Dennis	
13	732	NIXON	Stanley	
14	787	HUTCHESON	Steve	
15	910	NIXON	DAVID	
16	960	MCCARLEY	GWEN	
17	971	GILLS	ROB	
18	1016	NEWELL	ROBERT W.	
19	1034	CAUDLE	IVAN	
20	1087	HOLLAND	LOVIE R.	
21	1102	STONE	CATHRINE	
22	1104	HOLCOMB	ROBERT D.	
23	1169	CLARK	CHARLES	
24	1384	RINER	CALVA J.	
25	1217	PERRY	TONY	
26	1228	COMPTON	JEFF	
27	1319	KLADKE	DAVID	
28	1392	BALDRIDGE	LARRY	
29	1552	BOYETT	WILLIAM H.	
30	1575	BROWN	DAVID	
31	1589	TAYLOR	STEPHEN C.	
32	1592	PALMER	BILLY G.	
33	1599	FLEMING	MARLENE	
34	1603	MITCHELL	CHRIS	
35	1614	WILLIAMS	JANE	
36	1617	ROGERS	MIKE	
37	1684	LAWHON	BRIAN	
38	1693	McCARLEY	KENNETH M.	
39	1707	SMITH	BRENT	
40	1727	ARNOLD	TONY	
41	1733	RITCHIE	DENISE	
42	1734	ISBELL	LESTER	
43	1737	HOLLOWAY	VESTER	
44	1742	RAYBURN	JON	
45	1743	JEFFERSON	BEN	

46	1744	AVERY	J.D.
47	1748	GASSAWAY	JOANN
48	1749	SINK III	CLEMENT
49	1750	SAXTON	JOHN
50	1751	HOLCOMB	ROBERT A.
51	1753	WOOTEN	BRENT
52	1757	FELTMAN	RONNIE
53	1758	BECK	PAMELA
54	1770	COOLEY	BRIAN
55	1771	CHANDLER	JESSE
56	1772	MANSFIELD	NATHANIEL
57	1773	NELSON	SHANNON
58	1776	COX	CHRISTOPHER
59	1779	REID	TERRY
60	1782	GATTIS	ANDREW

A large, stylized handwritten signature in black ink, possibly reading "X. R. Gattis".A smaller, stylized handwritten signature in black ink, possibly reading "G.D.". A vertical line is present to the right of this signature.

**COMPLIANCE REQUIREMENTS: FOR SETTLEMENT AGREEMENTS,
ADMINISTRATIVE LAW JUDGE DECISION, BOARD ORDERS AND
COURT DECRESS IN "CA" CASES**

[] Notice to Employees should be signed and dated by a responsible official of the employer (and not an attorney unless he signs the notice in his official capacity as an office of the employer) and posted in the plant in such places where notices to employees are posted.

[] Three copies of the Notice to Employees should be **signed and dated by responsible official and sent to the Regional Office with certification of the signatory official that notices were properly posted and the date of such posting.**

[] Report to Regional Office