



UNITED STATES GOVERNMENT

NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, D.C. 20570

February 26, 2016

Lyle W. Cayce
Clerk, United States Court of
Appeals for the Fifth Circuit
F. Edward Hebert Bldg.
600 S. Maestri Place
New Orleans, LA 70130-3408

*Re: Chesapeake Energy Corp. and its wholly
owned subsidiary, Chesapeake Operating, Inc.
v. NLRB, 5th Cir. No. 15-60326*

Dear Mr. Cayce:

On February 12, 2016, the Court handed down its opinion granting the petition of Chesapeake Energy Corp. and its wholly owned subsidiary, Chesapeake Operating, Inc. in part and granting in part the Board's cross-application for enforcement. Pursuant to Rule 19 of the Federal Rules of Appellate Procedure, I hereby submit the Board's Proposed Judgment in the above entitled matter. A certificate of service is enclosed.

Very truly yours,

/s/ Linda Dreeben

Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570
(202) 273-2960

**UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

CHESAPEAKE ENERGY CORPORATION	:	
and its wholly owned subsidiary	:	
CHESAPEAKE OPERATING, INC.	:	
	:	
Petitioner/Cross-Respondent	:	No. 15-60326
	:	
v.	:	
	:	
NATIONAL LABOR RELATIONS BOARD	:	
	:	
Respondent/Cross-Petitioner	:	

JUDGMENT

Before: KING, CLEMENT, and OWEN, Circuit Judges.

THIS CAUSE came to be heard upon a petition filed by Chesapeake Energy Corp. and its wholly owned subsidiary Chesapeake Operating, Inc. to review an Order of the National Labor Relations Board dated April 30, 2015, in Case No. 14-CA-100530, reported at 362 NLRB No. 80, and upon a cross-application for enforcement filed by the National Labor Relations Board to enforce said Order. The Court has considered the briefs and agency record filed in this cause. On February 12, 2016, the Court handed down its opinion granting in part the petition of Chesapeake Energy Corp. and its wholly owned subsidiary Chesapeake Operating, Inc., and granting in part the Board’s cross-petition for enforcement. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the United States Court of Appeals for the Fifth Circuit that Chesapeake Energy Corp. and its wholly owned subsidiary Chesapeake Operating, Inc.’s petition for review of the Board’s Order deeming the Agreement unlawful is GRANTED. It is further ORDERED AND ADJUDGED that the Board’s Order concluding that the Agreement violated 29 U.S.C. § 158(a)(1) because it reasonably could be construed as prohibiting employees from filing an unfair-labor-practice charge is ENFORCED. Accordingly, Chesapeake Energy Corp. and its wholly owned subsidiary Chesapeake Operating, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from
 - (a) Maintaining a mandatory arbitration agreement that employees reasonably would believe bars or restricts the right to file charges with the National Labor Relations Board.
 - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) Rescind or revise the Arbitration Agreement and Dispute Resolution Policy (“Agreement”) in all of its forms to make clear to employees that the Agreement does not restrict employees’ right to file charges with the National Labor Relations Board.
 - (b) Notify all current and former employees who were required to sign the Agreement that it has been rescinded or revised, and, if revised, provide them a copy of the revised Agreement.
 - (c) Within 14 days after service by the Region, post at their Oklahoma City, Oklahoma facilities, and at all other facilities where the Agreement is or has been in effect, copies of the notice marked “Appendix.” Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondents’ authorized representative, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondents customarily communicate with their employees by such means. Reasonable steps shall be taken by the Respondents to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondents have gone out of business or closed the facility involved in these proceedings, the Respondents shall duplicate and mail, at their own expense, a copy of the notice to all current employees and former employees employed by the Respondents at any time since September 18, 2012.
 - (d) Within 21 days after service by the Region, file with the Regional Director for Region 14 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

Mandate shall issue forthwith

ENTERED:

APPENDIX
NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 maintain a mandatory arbitration agreement that employees reasonably would believe bars or restricts the right to file charges with the National Labor Relations Board.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL rescind or revise the Arbitration Agreement and Dispute Resolution Policy in all of its forms to make clear that it does not restrict your right to file charges with the National Labor Relations Board.

WE WILL notify all current and former employees who were required to sign the arbitration agreement that it has been rescinded or revised and, if revised, provide them a copy of the revised agreement.

CHESAPEAKE ENERGY CORPORATION AND ITS
WHOLLY OWNED SUBSIDIARY CHESAPEAKE
OPERATING, INC.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/14-CA-100530 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570, or by calling (202) 273-1940.



**UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

CHESAPEAKE ENERGY CORPORATION	:	
and its wholly owned subsidiary	:	
CHESAPEAKE OPERATING, INC.	:	
	:	
Petitioner/Cross-Respondent	:	
	:	No. 15-60326
v.	:	
	:	
NATIONAL LABOR RELATIONS BOARD	:	
	:	
Respondent/Cross-Petitioner	:	

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2016, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Fifth Circuit by using the appellate CM/ECF system. I further certify that the participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

s/Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570

Dated at Washington, DC
this 26th day of February, 2016