

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.**

VXI GLOBAL SOLUTIONS, LLC

and

ANZEL MILINI

CASE 08-CA-133514

**DECLARATION OF MARK FILIPINI IN
SUPPORT OF RESPONDENT'S MOTION
FOR JUDGMENT ON STIPULATED
FACTS**

I, MARK S. FILIPINI, hereby state and declare:

1. I am one of the attorneys representing Respondent VXI Global Solutions, LLC (“VXI”) in the above-captioned matter. I am over the age of eighteen and have personal knowledge of the facts set forth herein.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Judgment Entry from the Court of Common Pleas Mahoning County, Ohio in the case of *Lashonna Shakoor, et al v. VXI Global Solutions, Inc.*, Case No. 13 CV 3183, ordering individual arbitration of the plaintiffs’ claims and dismissing the case.

I declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct.

DATED this 21st day of March, 2016, at Seattle, Washington.

/s/ Mark S. Filipini
Mark S. Filipini, Esq.
Counsel for Respondent
K&L GATES LLP
925 4th Avenue, Suite 2900
Seattle, WA 98104-1158

CERTIFICATE OF SERVICE

The undersigned counsel for Respondent certifies that a copy of the foregoing Declaration of Mark Filipini in Support of Respondent's Motion for Judgment on Stipulated Facts was served by email on March 21, 2016:

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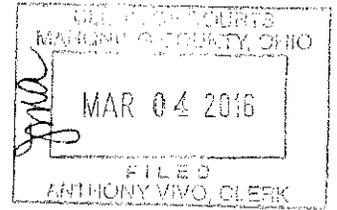
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/s/ Mark S. Filipini

Mark S. Filipini

Exhibit A

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO



Lashonna Shakoor, et al,)	Case No. 13 CV 3183
)	
Plaintiffs,)	Judge Lou A. D'Apolito
)	
vs.)	Magistrate Daniel P. Dascenzo
)	
VXI Global Solutions, Inc.,)	<u>Judgment Entry</u>
)	
Defendant.)	

This matter is before the court on remand from the Seventh District Appellate Court.

This Court previously held that with respect to the issue of arbitrability of the claims presented by the Plaintiffs are within the parameters of the arbitration agreement. As such, the claims must be resolved through arbitration. However, on the question of whether or not the arbitration agreement permitted class arbitration or compelled individual arbitration, this Court held that such a question is left to the arbitrator, per the language of the agreement.

On remand, this Court reiterates its previous finding that the arbitration agreement does not explicitly permit class arbitration. Consequently, and in accordance with the reviewing court's reliance on the Ninth District Court of Appeals holding in Bachrach v Cornwell Quality Tool, Co. (unreported -WL2040865), this Court is compelled to find in favor of Defendant Corporation and against the employees. This matter is dismissed and referred to arbitration. Since the arbitration agreement does not explicitly "state that class arbitration is permitted, the claims are to be arbitrated individually. (Bachrach v. Cornwell)"

There is no just cause for delay.

Dated: 3/3/16

Judge Lou A. D'Apolito

CLERK: COPIES TO ALL COUNSEL OR UNREPRESENTED PARTIES

