



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 25
575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Agency Website: www.nlr.gov
Telephone: (317)226-7381
Fax: (317)226-5103

Agent's Direct Dial: (317)226-7443

June 17, 2015

WILLIAM MICHAEL SCHIFF, Attorney
ZIEMER, STAYMAN, WEITZEL & SHOULDERS, LLP
PO Box 916
20 NW 1st St
Evansville, IN 47706-0916

F. STEPHEN SHEETS, ATTORNEY
417 N. WEINBACH AVE.
SUITE 110
EVANSVILLE, IN 47711

Re: FALCON TRUCKING, LLC
Case 25-CA-132518

FALCON TRUCKING, LLC
Case 25-CA-135316

RAGLE, INC.
Case 25-CA-135335

Dear Mr. SCHIFF and Mr. SHEETS:

Enclosed is a proposed Settlement Agreement and Notice to Employees regarding the above case for your examination and consideration. Please understand that: 1) this is still merely a proposal, since neither party has yet agreed to its terms, and there may be some revisions in the documents necessary; 2) all settlement agreements are subject to the approval of the Regional Director; and 3) the sixty (60) day posting period for the Notice will not begin until our Compliance Section forwards copies of the Notice to the Employer and requests that they be posted.

If we cannot reach an acceptable settlement agreement by close of business on June 24, 2015, complaint will issue in this case. This does not mean, however, that a settlement cannot be

reached after the complaint has issued. Please contact me, at the number listed above, regarding the acceptability of this proposed settlement or if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Knipper', with a long horizontal flourish extending to the right.

JESSICA L. KNIPPER
Field Examiner

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

FALCON TRUCKING

Case 25-CA-132518

**FALCON TRUCKING, LLC AND RAGLE INC., A SINGLE
EMPLOYER AND/OR JOINT EMPLOYERS**

**Cases 25-CA-135316 &
25-CA-135335**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices and immediately post them in TBD. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Parties will assume joint and several liability for making whole the employees named below by payment to them of the amount opposite their name. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Parties will also file a report with the Social Security Administration allocating the payment(s) to the appropriate time periods. Falcon Trucking, LLC., will pay the employees named below 1/2 of the total amount due to each of them and Ragle, Inc., will pay the employees named below 1/2 of the total amount due to each of them. Falcon Trucking, LLC., will pay an additional 1/2 of the total amount due to each of the employees only upon being informed by the Regional Director that efforts to obtain payment from Ragle, Inc., have failed. Ragle Inc., will pay an additional 1/2 of the total amount due to each of the employees only upon being informed by the Regional Director that efforts to obtain payment from Falcon Trucking, LLC., have failed.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Total</u>
Michael Sachs	TBD	TBD	TBD
Kenneth Slaughter	TBD	TBD	TBD
Michael Thomas Jr	TBD	TBD	TBD
Daniel J Mabrey	TBD	TBD	TBD
Rachelle R Boop	TBD	TBD	TBD

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

Charged Party RAGLE, INC.		Charging Party CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS	
By: Name and Title	Date	By: Name and Title	Date
Charged Party FALCON TRUCKING, LLC			
By: Name and Title	Date		
Recommended By:	Date	Approved By:	Date
JESSICA L. KNIPPER, Field Examiner		Regional Director, Region 25	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL resume making driving assignments to Falcon employees.

WE WILL jointly and severally make whole Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the wages and other benefits they lost because we stopped assigning them work.

WE WILL compensate Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year.

WE WILL file a report with the Social Security Administration allocating backpay to the appropriate quarters.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

|

RAGLE, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

FALCON TRUCKING, LLC

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 p.m.

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.

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	RAGLE, INC 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>						

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: Social Security Administration
Attn: CPS Back Pay Staff
7-B-15 SWT
1500 Woodlawn Drive
Baltimore, MD 21241-001

SAMPLE:

Employer Name and Address	ABC Manufacturing Co. 123 Main Street City, State, Zip					
Employer's EIN:	XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
1						
201						
2						

Mike Schiff

From: Mike Schiff
Sent: Friday, June 26, 2015 9:42 AM
To: Jessica.Knipper@nlrb.gov
Cc: Jim Casey (jcasey@zsws.com); 'ssheets@ssheets.com'
Subject: Falcon Trucking LLC & Ragle, Inc

LAW OFFICES
ZIEMER, STAYMAN, WEITZEL & SHOULDERS

20 NW First Street
Post Office Box 916
EVANSVILLE, INDIANA 47706-0916
TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5076
E-Mail: MSchiff@zsws.com

June 26, 2015

Jessica L. Knipper, Field Examiner
National Labor Relations Board
Region 25
575 North Pennsylvania Street - Room 238
Indianapolis, IN 46204-1577

Re: Falcon Trucking LLC & Ragle, Inc.
NLRB Case Nos. 25-CA-132518,
25-CA-135316 & 25-CA-135335

Dear Field Examiner Knipper:

Please allow this to confirm our phone conversation on June 22, 2015. As I was out of the office most of the week of June 15, 2015, I did not receive and have a chance to review your June 17th correspondence until June 22nd. Your correspondence stated that if an acceptable agreement could not be reached by the COB on June 24th that a Complaint would be issued against the Charged Parties.

When we spoke on the 22nd I told you that it was difficult for the Charged Parties to assess the Settlement Agreement that accompanied your June 17th correspondence as there was no specification of the backpay and interest that is being proposed in the settlement. You acknowledged this fact and said that "this is a weird situation" and that backpay is not easy to calculate in these circumstances. You indicated that you has asked the Charging Party for their input on this point and that you were open to the Charged Parties input. You also said that you were considering comparing the amount of trucking work performed by Falcon drivers in 2013 with that performed in 2014. You said that you expected to have something to present in the next day or so.

Since I haven't heard further from you since our conversation on June 22nd I must assume you are still working toward deriving proposed backpay figures. I was hoping that I would receive some kind of information on or before your June 24th deadline and that I would be able to review the same with the Charged Parties but obviously this has not occurred.

Unfortunately I am scheduled to be out of the office beginning today and will not be returning to the office until July 13th or 14th. During my absence from the office I will have no access to email or other forms of communication. I am leading a crew of Boy Scouts on a 2 week backpacking trip to the Boy Scouts of America's Philmont Scout ranch in New Mexico. This trip has been planned for over two years now and much time and expense has been incurred in preparations for our trek. Given my intimate involvement in this matter I would respectfully request that the Regional Office hold off on issuing a Complaint in these matters at least until I have returned to the office and have had a chance to confer with the Charged Parties on the backpay information I assume you will have compiled by July 13 or 14.

In terms of offering some kind of input to your effort to calculate alleged backpay I would reiterate the remarks that I made to you when we spoke on June 22nd namely that a simple comparison of 2013 trucking work and 2014 trucking work would not be appropriate because no 2 years are identical in terms of the amount of trucking work that is performed. Falcon's workload is wholly dependent on the number and kind of constructions projects that are available from year to year that require a need for trucking services. Moreover, as we have discussed previously many road and construction projects require the use of DBE or WBE trucking concerns of which Falcon Trucking is not. In terms of the 5 individuals in question several of the employees gave notice to Falcon Trucking that they had quit and found other employment and/or refused Falcon Trucking efforts to call them in to perform available work and these facts should be taken into account. Finally, we assume that the workers in question had interim earnings and that this information will be taken into account in your attempt to arrive at alleged backpay numbers.

In my absence from the office one of my partners, Jim Casey, will be monitoring my email and correspondence. However, due to his lack of familiarity with the underlying facts and circumstances I would again appreciate being able to discuss this matter with you on my return to the office the week of July 13th.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS

Mike Schiff

cc: Jim Casey
Steve Sheets

NOTE: This E-Letter and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient(s) kindly contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

From: Knipper, Jessica L. [mailto:Jessica.Knipper@nlrb.gov]
Sent: Wednesday, June 17, 2015 10:26 AM
To: ssheets@ssheets.com; Mike Schiff
Subject: Falcon/Ragle

Please see the attached documents and call me with any questions or concerns you might have.

Thanks,

Jessica L. Knipper
Field Examiner

Jessica.Knipper@nlrb.gov

317.226.7443 office
317.226.5115 fax
575 N. Pennsylvania St. Room 238
Indianapolis, IN 46204-1577

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Jim Casey

From: Cholewa, Jessica K. <Jessica.Cholewa@nlrb.gov>
Sent: Friday, July 10, 2015 3:19 PM
To: Mike Schiff
Cc: Jim Casey; ssheets@ssheets.com
Subject: RE: Falcon Trucking LLC & Ragle, Inc
Attachments: SET Falcon-Ragle.pdf

Good afternoon,

Attached is an updated settlement which includes the backpay amounts due to each employee as well as some updated language. I also discussed your request for a non-admission clause with the Regional Attorney and you will see that language reflected in the settlement.

Please let me know if you have any issues or concerns with the settlement by close of business Friday, July 17, 2015. You can also reach me at any time by email or my phone number located below.

Thanks and have a nice weekend.

Jessica K. Cholewa
Field Examiner

Jessica.Cholewa@nlrb.gov
317.226.7443 office
317.226.5103 fax
575 N. Pennsylvania St. Room 238
Indianapolis, IN 46204-1577

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From: Mike Schiff [mailto:mschiff@zsws.com]
Sent: Friday, June 26, 2015 10:42 AM
To: Knipper, Jessica L.
Cc: Jim Casey; ssheets@ssheets.com
Subject: Falcon Trucking LLC & Ragle, Inc

LAW OFFICES
ZIEMER, STAYMAN, WEITZEL & SHOULDERS
20 NW First Street
Post Office Box 916

EVANSVILLE, INDIANA 47706-0916
TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5076
E-Mail: MSchiff@zsws.com

June 26, 2015

Jessica L. Knipper, Field Examiner
National Labor Relations Board
Region 25
575 North Pennsylvania Street - Room 238
Indianapolis, IN 46204-1577

**Re: Falcon Trucking LLC & Ragle, Inc.
NLRB Case Nos. 25-CA-132518,
25-CA-135316 & 25-CA-135335**

Dear Field Examiner Knipper:

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Unfortunately I am scheduled to be out of the office beginning today and will not be returning to the office until July 13th or 14th. During my absence from the office I will have no access to email or other forms of communication. I am leading a crew of Boy Scouts on a 2 week backpacking trip to the Boy Scouts of America's Philmont Scout ranch in New Mexico. This trip has been planned for over two years now and much time and expense has been incurred in preparations for our trek. Given my intimate involvement in this matter I would respectfully request that the Regional Office hold off on issuing a Complaint in these matters at least until I have returned to the office and have had a chance to confer with the Charged Parties on the backpay information I assume you will have compiled by July 13 or 14.

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In my absence from the office one of my partners, Jim Casey, will be monitoring my email and correspondence. However, due to his lack of familiarity with the underlying facts and circumstances I would again appreciate being able to discuss this matter with you on my return to the office the week of July 13th.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS

Mike Schiff

cc: Jim Casey
Steve Sheets

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From: Knipper, Jessica L. [mailto:Jessica.Knipper@nrlb.gov]
Sent: Wednesday, June 17, 2015 10:26 AM
To: ssheets@ssheets.com; Mike Schiff
Subject: Falcon/Ragle

Please see the attached documents and call me with any questions or concerns you might have.

Thanks,

Jessica L. Knipper
Field Examiner
Jessica.Knipper@nrlb.gov
317.226.7443 office
317.226.5115 fax
575 N. Pennsylvania St. Room 238
Indianapolis, IN 46204-1577

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

FALCON TRUCKING

Case 25-CA-132518

**FALCON TRUCKING, LLC AND RAGLE INC., A SINGLE
EMPLOYER AND/OR JOINT EMPLOYERS**

**Cases 25-CA-135316 &
25-CA-135335**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices and immediately post them in TBD. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE --- By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

BACKPAY — Within 14 days from approval of this agreement, the Charged Parties will assume joint and several liability for making whole the employees named below by payment to them of the amount opposite their name. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Parties will also file a report with the Social Security Administration allocating the payment(s) to the appropriate time periods. Falcon Trucking, LLC., will pay the employees named below 1/2 of the total amount due to each of them and Ragle, Inc., will pay the employees named below 1/2 of the total amount due to each of them. Falcon Trucking, LLC., will pay an additional 1/2 of the total amount due to each of the employees only upon being informed by the Regional Director that efforts to obtain payment from Ragle, Inc., have failed. Ragle Inc., will pay an additional 1/2 of the total amount due to each of the employees only upon being informed by the Regional Director that efforts to obtain payment from Falcon Trucking, LLC., have failed.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
Michael Sachs	\$3,806.00	\$98.00	\$15.00	\$3,919.00
Kenneth Slaughter	\$18,957.00	\$446.00	\$100.00	\$19,503.00
Michael Thomas Jr	\$4,293.00	\$131.00	\$20.00	\$4,444.00
Daniel J Mabrey	\$19,229.00	\$437.00	\$98.00	\$19,764.00
Rachelle R Boop	\$17,708.00	\$442.00	\$99.00	\$18,249.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or

conclusions of law with respect to said evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Parties authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Parties. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____	No _____
Initials	Initials

Yes _____	No _____
Initials	Initials

PERFORMANCE — Performance by the Charged Parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Parties, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Parties, the Regional Director will reissue the complaint previously issued on June 30, 2015, in the instant case(s). Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Parties understand and agrees that the allegations of the aforementioned Complaint will be deemed admitted and its Answer to such Complaint will be considered withdrawn. The only issue that the Charged Parties may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the

Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

Charged Party RAGLE, INC.		Charging Party CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS	
By: Name and Title	Date	By: Name and Title	Date
Charged Party FALCON TRUCKING, LLC			
By: Name and Title	Date		
Recommended By:	Date	Approved By:	Date
JESSICA L. KNIPPER, Field Examiner		Regional Director, Region 25	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union or about your protected concerted activities.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL resume making driving assignments to Falcon employees.

WE WILL jointly and severally make whole Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the wages and other benefits they lost because we stopped assigning them work.

WE WILL compensate Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year.

WE WILL file a report with the Social Security Administration allocating backpay to the appropriate quarters.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

RAGLE, INC.

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

FALCON TRUCKING, LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 p.m.

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.

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	RAGLE, INC 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				2013
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>						

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

_____ (Sign Name)

_____ (Date)

Contact Person (for questions or additional information):

_____ (Name of Contact)

_____ (Contact Telephone Number)

Send Form to: Social Security Administration
Attn: CPS Back Pay Staff
7-B-15 SWT
1500 Woodlawn Drive
Baltimore, MD 21241-001

SAMPLE:

Employer Name and Address	ABC Manufacturing Co. 123 Main Street City, State, Zip					
Employer's EIN:	XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
				1		
				201		
				2		



ZIEMER STAYMAN
WEITZEL SHOULDERS LLP
ATTORNEYS AT LAW

20 NW FIRST STREET NINTH FLOOR PO BOX 916
EVANSVILLE INDIANA 47706-0916
PHONE 812 424 7575 FAX 812 421 5089
ZSWS.COM

August 12, 2015

Jessica Cholewa, Field Examiner
National Labor Relations Board
Region 25
575 N. Pennsylvania St. - Room 238
Indianapolis, IN 46204-1577

Re: Falcon Trucking, LLC and Ragle, Inc.
Case Nos. 25-CA-132518,-135316,-135335

Dear Field Examiner Cholewa:

This is in follow up to our phone conversation on July 16th regarding the backpay figures contained in the proposed settlement agreement that accompanied your July 10th email and your most recent email received today dated August 10th. It is our understanding from these communications that you used June 7, 2014, as a starting point for the calculation of alleged backpay due and that you compared Falcon Trucking drivers' average hours worked and earnings for comparable time periods in 2013 and the first half of 2014 to arrive at your proposed backpay figures commencing in June, 2014.

We further understand that you have received interim earnings information from the 5 individuals listed in the proposed settlement agreement and have applied this information to reduce alleged backpay amounts owed and that you have taken note of the fact that certain of the employees acknowledged they had been assigned work by Falcon Trucking during the relevant period.

Finally, we understand that you have not taken into account the specific road and other construction projects that were underway in 2013 versus 2014 projects and that your assumption then is that Falcon Trucking had, or should have had, the same level of available trucking work in 2014 as in 2013. The information provided below is submitted by Respondents to further the parties' settlement negotiations with the hope of possibly reaching a resolution that will help avoid the time, trouble and expense of further proceedings in these matters.

Ragle, Inc. 2013 Projects

As a preliminary point, Respondents dispute the validity and fairness of assuming that the hours worked by Falcon Trucking drivers in 2014 should have been identical to the hours worked by Falcon Trucking drivers in 2013 or that the amount of trucking work deriving from road/construction projects that Ragle, Inc. had in 2013 was or would be the same as the amount of trucking work Ragle, Inc.

had available to assign to Falcon Trucking in 2014.

In fact as demonstrated by the attached Ragle 2013 Project List (**Exhibit N**), during calendar year 2013, Ragle had approximately six (6) ongoing projects that required the use of trucking services. Of these six (6) projects only one of them – the Oak Hill project (Ragle Project 2013-003) – imposed a **DBE trucking requirement**. Thus, the largest of these 2013 projects, the State Road 261 project in Warrick County (Ragle Job #2011-011) had **no DBE requirements** with respect to trucking services and as a result in calendar year 2013 of the total of approximately \$164,777 worth of trucking services performed for Ragle, Inc. on the State Road 261 project, Falcon Trucking was paid \$139,997 while other trucking concerns were paid \$24,780.

Similarly, two (2) other Ragle projects – the Bridge Replacement project in Daviess County SR 257 (Ragle Project #2012-005) and the Small Structure Replacement project in Dubois County SR 56 (Ragle Project #2012-006) – had **no DBE requirements** in place with respect to trucking services. As a result with Project 2012-005, of the total of approximately \$36,759 paid by Ragle, Inc. for trucking services on this project, Falcon Trucking performed approximately \$15,837 of this total with the remaining trucking work performed by others. With respect to Ragle Project 2012-006, of the total of \$54,479 paid by Ragle, Inc. for trucking services on this project, Falcon Trucking performed approximately \$28,553 of this total with the remaining trucking work performed by others.

Falcon Trucking also provided trucking services to Ragle, Inc. on work performed on the Owensboro, Kentucky Downtown project (Ragle Project 2012-015) which had **no DBE requirements** applicable to Ragle. Of the approximately \$93,686.30 paid by Ragle, Inc. in 2013 for trucking services on this project, Falcon Trucking performed approximately \$30,765 of this total with the remaining trucking worked performed by other trucking concerns including several Kentucky-based trucking firms.

With respect to the one 2013 Ragle project that had DBE trucking requirements – the Oak Hill Road project (Ragle Project 2013-003) – Falcon Trucking performed approximately \$76,911 of trucking services for Ragle, Inc. on this project; however due to DBE requirements the majority of the trucking services performed on this project in 2013 (approximately \$142,050) went to a certified DBE trucking concern, Starnes Trucking.

The information summarized above clearly demonstrates that with respect to Ragle, Inc.'s 2013 projects requiring trucking services, the lack of a DBE trucking obligation enabled Ragle to utilize Falcon Trucking to accomplish much of its trucking needs. It must also be noted that of these six (6) Ragle projects, only one of them – the Oak Hill Road project (Ragle Project 2013-003) – continued beyond calendar year 2013 and each of the other five (5) 2013 Ragle projects that imposed **no DBE trucking requirements** were thus no longer available as a source of trucking business for Falcon Trucking in 2014.

Ragle, Inc. 2014 Projects

As noted above, of the six (6) projects Ragle had underway in calendar year

2013 involving trucking, five (5) of them were completed in 2013. Only the Oak Hill Road Project carried over into 2014. In 2014 approximately \$148,800 in trucking services were used by Ragle, Inc. on this project. Again, because there still remained DBE trucking obligations to be fulfilled on this project, the great majority – approximately \$112,504 – of the trucking services on this project were performed by DBE-certified Starnes Trucking with the remaining \$36,296 of trucking services provided by Falcon Trucking. It is also noteworthy that Ragle's need for trucking services on the Oak Hill Road project ended with the completion of the project in the first week of July, 2014.

In contrast to the six (6) projects Ragle had pending in calendar year 2013 that required trucking services, in 2014 Ragle had eight (8) different projects in the works as reflected in Exhibit O, a listing of all 2014 Projects that had need for trucking services. Significantly however, of these eight (8) projects only one – the Patch and Rehab Pavement project in Daviess County (Ragle Project 2014-005)¹ – had no DBE trucking requirements. Thus, before Ragle, Inc. could contemplate the use of Falcon Trucking on seven (7) of its 2014 projects it needed to first insure that it had substantially satisfied its contractual commitments to the State of Indiana to utilize DBE-certified trucking concerns to fulfill its trucking needs on the projects.

The satisfaction by a prime contractor of DBE commitments is not a minor issue and the failure to meet such commitments can have dire consequences for the contractor. After a contractor has been awarded a road construction project by the Indiana Department of Transportation (INDOT) it is contractually obligated to honor the DBE commitment it has made and the contractor cannot terminate or otherwise alter its original DBE commitments for convenience. See 49 CFR 26.53(f)(1). As noted at Part III of INDOT's Contractor Compliance Guide when a contractor fails to fulfill contractually imposed DBE requirements:

“ . . . INDOT may invoke administrative and contract sanctions to effect compliance, including suspension, the reduction of prequalification limits, and prequalification revocation.”

(Exhibit P - INDOT Guide, p. 44). Moreover, before a project can be closed out and the contractor paid for its work INDOT requires the prime contractor and the DBE subcontractor to sign off on a DBE-3 affidavit. If the DBE-3 affidavit indicates that the DBE subcontractor received less than was originally committed:

“ . . . INDOT shall request a written explanation from the prime contractor before final payment is released. The contractor's explanation shall be reviewed by the INDOT Economic Opportunity Division to determine if any payment shortage was a result of the prime contractor's bad faith. If the EOD determines the discrepancy in payment was not the result of a good faith contract variance or other legitimate reason, INDOT may not

¹ This Patch and Rehab Pavement project was a relatively small project with a contract amount of just over \$124,000 (see Exhibit O).

make final payment to the prime contractor and the EOC will notify the INDOT Prequalification Committee to review the prime contractor's performance in lieu of possible sanctions."

(Exhibit P - INDOT Guide, p. 45). For these reasons, for each of the seven (7) projects in 2014 in which DBE requirements were imposed, it was important to Ragle that it satisfy such obligations as soon as feasible; once such contractual commitments were met Ragle was then able to utilize subcontractors that were not certified DBEs such as Falcon Trucking.

Thus, for example, in 2014 while Ragle utilized Falcon Trucking to perform approximately \$36,296 worth of trucking services on its Oak Hill project (Ragle Project 2013-003), the vast majority of the 2014 trucking work on this project had to be assigned to the DBE-certified Starnes Trucking which performed approximately \$112,504 of the trucking services. Similarly, in 2014 the trucking work for Ragle's Old Boonville Highway Bridge #1530 (Ragle Project 2013-009) was performed primarily by Starnes Trucking (\$14,342)² due to the DBE goal that had to be met for this project. In contrast, when Ragle had projects that imposed no DBE trucking requirements, as in the case of the Bridge Rehabilitation - SR 58 Knox County project (Ragle Project 2013-007) and the Bridge Maintenance - Vanderburgh /Gibson County project (Ragle Project 2014-003), then Falcon Trucking was used to perform necessary trucking services.

One of Ragle, Inc.'s larger calendar year 2014 projects, the Cass Avenue project (Ragle Project 2014-002) imposed a DBE requirement in excess of \$800,000 which Ragle satisfied by using the DBE-certified trucking firm, Liggons Trucking.³ The Bridge Replacement in Gibson County project (Ragle Project 2014-004) imposed a DBE requirement that was met by using DBE-certified Starnes Trucking to perform approximately \$17,019 of trucking services; once it was clear the DBE goal was going to be met, Ragle was then able to utilize Falcon Trucking to the tune of approximately \$19,698 of trucking services. Similarly, after the contractual DBE requirement was met on the City of Evansville Museum Entrance project (Ragle Project 2014-012) by using DBE-certified trucking firm Starnes Trucking to perform approximately \$7,000 of trucking services, Ragle was then able to assign trucking work to Falcon Trucking in the amount of \$1,828.

In 2014, Ragle, Inc. began work on one of its largest local projects in recent years, the US 41 Interchange project (Ragle Project 2014-016). This project, with a contractual value of \$19,182,806.14, did not begin until September 2014. Among the contractual covenants for this job was a 12% DBE goal of \$2,301,936.74 of which nearly \$625,000 was to be accomplished by using DBE-certified trucking firms Starnes Trucking and Nash & Son Trucking (Exhibit Q). As of the end of calendar year 2014, Ragle made progress toward meeting this goal by utilizing DBE-certified Starnes Trucking to perform \$128,093 of trucking services. However,

² In contrast to Falcon Trucking which performed approximately \$1,838 of trucking services for this project in 2014.

³ Liggons Trucking could not keep up with the volume of work on this project for a period of time and used Falcon Trucking drivers to supplement its regular workforce.

not until May, 2015 was this DBE goal fully met (see Exhibit R). Since that date Ragle has been using Falcon Trucking to perform trucking services on this project when drivers have been available and willing to accept the work.

Ragle, Inc. non-DBE Trucking Needs in 2014

Respondents would submit that the above information clearly establishes that no two years of construction projects are alike and that it is inappropriate and wholly inaccurate to base alleged backpay calculations on the average hours of trucking services performed prior to June, 2014. This is particularly evident when one examines the total amount of non-DBE trucking work that was available and performed for Ragle, Inc. in 2014. Thus, the total amount of trucking services performed for Ragle Inc. in 2014 was approximately \$1,247,300. Of this amount approximately \$1,119,000 was paid to DBE-certified trucking firms.⁴ This leaves approximately \$128,786 of available non-DBE trucking work in 2014. Of this amount, approximately \$85,712 of trucking services were in fact provided by Falcon Trucking and about \$42,588 of trucking work was performed by other non-DBE certified trucking firms. Thus, Falcon Trucking in fact performed the majority of non-DBE trucking work that was available.

Assuming for purposes of argument that the Regional Office is contending that all non-DBE trucking should have been performed by Falcon Trucking, if you divide the \$42,588 worth of non-DBE trucking work that Falcon Trucking *did not perform* by the \$80 per hour charged for Falcon Trucking services this amounts to approximately 532 hours of trucking work that was not performed by Falcon Trucking drivers in 2014. This calculation suggests that at least for the applicable time period in 2014, there were at most only 532 hours of trucking that were not performed by Falcon Trucking drivers. While Respondents continue to believe that no backpay is warranted for all of the reasons noted above, in an effort to arrive at a more accurate and equitable method of calculating alleged backpay numbers, Respondents would suggest that a more realistic alleged backpay amount for the last 6 months in 2014 is reached by multiplying the 532 hours of trucking work not performed by Falcon Trucking or DBE trucking concerns by \$15.40⁵ per hour to arrive at a total alleged backpay amount of \$8,193, which amount would be apportioned among the 5 individuals in the same ratio presented by the General Counsel's claimed backpay amounts.

Respondents must note however that even this amount is likely overgenerous in that in all likelihood the reason any other non-DBE trucking work was not performed by Falcon Trucking was because Falcon Trucking was already performing other hauling or runs on concurrent construction projects and was not always available at any given time to fulfill all of Ragle's non-DBE trucking needs. While we can sit back in our offices months after the fact and look at numbers and compare figures this is not the reality that Ragle, Inc. or Falcon Trucking officials

⁴ In 2014 DBE-certified Starnes Trucking was paid approximately \$283,997 for trucking services performed on Ragle projects and DBE-certified Liggons Transport was paid approximately \$835,517 for trucking services performed on Ragle's Cass Avenue project.

⁵ \$15.40 is an average hourly rate arrived at by adding the rates paid to each of the 5 individuals and dividing that amount by 5.

face when trying to complete construction projects on time and within the scope of their contractual commitments.

In summary, Respondents believe that the above information clearly demonstrates that there were fewer opportunities in calendar year 2014, as compared to calendar year 2013, for Ragle, Inc. to hire Falcon Trucking to provide trucking services on its road and bridge projects. Correspondingly, if there were fewer work opportunities for Falcon Trucking drivers in 2014 than in 2013, then it is obviously unjust and inappropriate to use Falcon Trucking drivers' 2013 work hours and pay in an effort to construct backpay amounts allegedly owed to the 5 individuals identified in General Counsel's proposed settlement agreement.

Moreover, as previously explained to the Regional Office, the amount of trucking work performed by Falcon Trucking drivers is wholly dependent on Falcon Trucking's customer needs and seasonal weather conditions. Thus, for example, Respondents submit that it is wholly inappropriate to award backpay for the months of December, January, February and March when the facts and records conclusively show that few, if any, hours have been worked in these months in years past due to weather that is not conducive to trucking or hauling services.⁶

Falcon Trucking's Other Customers

Respondents also challenge the validity of your apparent presumption that the amount of trucking work performed by Falcon Trucking drivers was wholly dependent upon and derived solely from the trucking services needs of Ragle, Inc. While it is a fact that much of the work performed by Falcon Trucking is derived from the hauling and delivery needs of its affiliate Ragle, Inc., records provided to the Regional Office previously demonstrate that in addition to servicing Ragle, Inc.'s trucking needs, Falcon Trucking has from time to time also hauled and delivered for other entities including Poshard Trucking, CK United Trucking, Inc., Rivertown Construction, Liggon Trucking, Shawn Norris, Naas and Sons, Kip A. Staub, LLC, Natural Selections Landscape and a few individuals. Of course, the frequency with which any these individuals or organizations, including Ragle, contract for the services of Falcon Trucking is dependent on these entities' trucking needs and it is noteworthy that the amount of work received from some of these other unrelated entities diminished in the latter part of 2014. This we believe is additional reason for challenging the validity of General Counsel's alleged backpay amounts.

Thus, as pointed out previously to the Regional Office, not only was there a downturn in the latter part of 2014 in the number of projects on which Ragle, Inc. could use the hauling services of Falcon Trucking, but other Falcon Trucking customers as well decreased or quit their use of the company's services as demonstrated by a review of Falcon Trucking's accounts receivable reports and invoices to its other customers for services performed in 2014. Thus, for example, Falcon Trucking did hauling for Poshard Trucking in February and March of 2014

⁶ For example, Falcon did not begin hauling operations with any regularity in 2014 until March, 2014 (See previously furnished Exhibit A, which is a chronological itemization of all Falcon Trucking customer invoices from January, 2014 to July, 2014.)

but nothing after this (Exhibits A and J). Similarly, in March, April and May, 2014, Falcon Trucking did quite a bit of hauling for CK United Trucking, Inc. but has not been used since that time (Exhibits A and K). Naas and Sons also utilized Falcon Trucking's services in June, 2013 and May, 2014 (Exhibits A and L). Thereafter Naas and Sons used Falcon Trucking in August, September and November, 2014 but nothing since that time (Exhibits A and S). Liggon Trucking used Falcon Trucking on many occasions in 2013 and in 2014 used them from April through July, 2014 but then nothing since that time (Exhibit T).

In summary, Respondents do not dispute that the number of hours worked by Falcon Trucking drivers declined in the second half of 2014. As we have indicated previously there are a number of reasons for this but the employees' union and concerted activities is not one of them. The simple fact of the matter is that in the latter part of 2014 the amount of available trucking work required by Falcon Trucking's customers declined, and with respect to trucking work for Ragle, Inc. this was primarily due to the fact that Ragle was required to utilize DBE-approved trucking firms to meet its contractual DBE requirements.

Falcon Trucking Employees

In addition to the above points, Respondents believe that additional valid reasons exist for challenging the validity of General Counsel's alleged backpay amounts for each of the 5 individuals in question as noted below.

Michael Sachs

In the case of Michael Sachs, on or about Thursday, July 31, 2014, Sachs was contacted by phone and asked to report to work and accept a dispatch for Friday, August 1, 2014. Sachs declined and reported that he was working for another trucking company this date. On August 1, 2014 he was again contacted and asked about working on Monday, August 4, 2014. Once again he declined because he was working for another trucking concern. After Sachs declined to respond to yet another call to work on August 5, 2014, a letter was mailed to Sachs advising him that it had been reported he had found other employment. The letter asked about Sachs' intentions regarding continued employment with Falcon Trucking and indicated that unless he contacted company officials by August 12, 2014, they would assume he had no further interest in working for Falcon Trucking. A copy of the letter mailed to Sachs is attached as Exhibit U. Hearing nothing from Sachs further, company officials assumed he was not interested in further employment with Falcon Trucking. His backpay, if any, should certainly have terminated in August, 2014.

Rachelle Boop

On August 6, 2014, Rachelle Boop was contacted to perform available work. She reported that she would be going out of town for awhile and would not be available for work. She was contacted once again on August 12th about working an assignment the next day. She said that she was still out of town and not available to work. She asked about whether work would be available when she returned home and was told that work was available now. She ended the conversation by

noting that she was not certain when she would be returning. When work became available in September, October and November she was contacted and performed some work. In early May, 2015, efforts were made to contact Boop for work and company officials received a report that she had found other employment. On May 13, 2015, a letter (Exhibit V) was sent to Boop asking about her intentions regarding continued employment with Falcon Trucking and informing her that if she had not contacted the company by May 20th it would presume she had no further interest in working for Falcon Trucking. Boop did not respond to this request and company officials concluded she no longer was interested in working for Falcon Trucking. She should not be eligible for backpay for those periods when she made herself unavailable for call outs or was engaged in active employment with other employers.

Michael Thomas

Michael Thomas worked several weeks in the months of June, July and early August, 2014. On August 8, 2014, Thomas provided company officials with a written letter (Exhibit W) announcing his resignation from employment with Falcon Trucking effective August 8, 2014. He has made no contact with company officials since that date and he should have no claim for backpay after resigning employment in August, 2014.

Kenny Slaughter

On July 31 and August 1, 2014 Kenny Slaughter was contacted and messages were left on his answering machine asking him if he was available to work. He did not return the first of these calls to accept the work that was available. His return call for the 2nd message left for him was too late in order to accept the assignment of work that was available. (Exhibit X) Thereafter, he was contacted on numerous occasions when work was available and he worked most of the months of September, October and November, 2014. In early May, 2015, Slaughter was contacted by phone several times about working and he reported that he had found other employment. A letter was mailed to him on May 13, 2015 (Exhibit Y), asking that he contact company officials by May 20th if he was interested in further employment with Falcon Trucking. Hearing nothing from him company officials assumed he had no further interest in employment with Falcon Trucking. He should not be eligible for backpay when he failed to respond to efforts to dispatch him to work and/or after he declined to accept further work due to having found other employment.

Dan Mabrey

Dan Mabrey worked when work was available in May, June and July, 2014. On July 31 and August 1, 2014 Dan Mabrey was called and messages were left on his answering machine asking him if he was available to work on August 1 and August 5, 2014. He did not return either of these calls to accept the work that was available at that time (Exhibit Z). Thereafter, he was contacted on numerous occasions when work was available and he worked hours in each of the months of August, September, October and November, 2014. In early May, 2015, after Ragle, Inc. ascertained that it had fulfilled its DBE requirements for the trucking work on its US 41 Interchange project, it assigned work to Falcon Trucking. Company

Jessica Cholewa
August 12, 2015
Page 9

officials began contacting Falcon Trucking drivers to perform the available work. Mabrey was available to work and has worked hours in May, June, July and August, 2015 and continues to accept work when it is available. He should not be eligible for backpay when he failed to respond to efforts to dispatch him to work.

We believe that the information furnished above warrants a reassessment of the General Counsel's alleged backpay claims and its assertion in the Consolidated Complaint in this matter that Respondents "refused to assign work to and thereby effectively discharged" the named individuals because of union or concerted activities. Respondents of course do not believe that any backpay is owed for all of the reasons noted previously but, for purposes of reaching settlement, is willing to pay a reasonable sum as outlined above in order to avoid the time and expense of litigating this matter further.

Respondents also question the strength of other aspects of General Counsel's case against each or both of them. In particular Respondents believe that when all pertinent evidence has been received an Administrative Law Judge will not agree with General Counsel's claims that Ragle, Inc., a longtime unionized construction firm, had anti-union animus or that its employee Dee Watson is a statutory supervisor. Indeed, if as apparently was the case, Region 25 officials had determined during their investigation that Watson was a statutory supervisor then it certainly should not have proceeded with conducting a substantive interview and taking a sworn statement from him without complying with the procedures outlined in Section 10058 of the NLRB's Casehandling Manual, Part 1, ULP Proceedings.

Finally, in addition to the inclusion of language in any settlement agreement whereby the Charged Parties do not admit that they have violated the NLRA, we would also ask that non-admission language directed to the issue of joint and/or single employer status. Thus, we would request the following non-admission language:

"By entering into this Settlement Agreement, the Charged Parties do not admit either that they are single and/or joint employers or that they have violated the National Labor Relations Act."

Once you have had an opportunity to review the points noted above and the information accompanying this correspondence please feel free to call or email us so that we might discuss further the possibility of settling of this matter.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS



Wm. Michael Schiff

cc: Steven Sheets

RAGLE 2013 PROJECTS INVOLVING TRUCKING

CONTRACT #	HAZLE JOB #	DESCRIPTION	CONTRACT AMOUNT	TRUCKING DIR. REQUIREMENT	TOTAL \$\$ TRUCKING REQUIRED 2013	TOTAL \$\$ FALCON TRUCKING 2013	TOTAL \$\$ OTHER TRUCKING SUPS 2013	WORK COMPLETED
IR-30794	2011-011	SR 261 Warren County	\$12,193,871.00	None	\$164,777.00	\$139,997.00	\$24,780.00	12/31/13
B-29974-A	2012-005	Bridge Replacement - Daviess County SR 257	\$ 1,654,071.99	None	\$36,759.00	\$15,837.00	\$20,922.00	7/25/13
B-31345-A	2012-006	Smart Structure Replacement - Dubois County SR 56	\$1,366,022.54	None	\$54,479.00	\$28,553.00	\$25,921.00	4/30/13
B-33655-A	2012-008	Bridge Rehabilitation - Warren County SR 61	\$694,769.99	None	\$20,827.00	\$14,915.00	\$5,912.00	3/18/13
2872	2012-015	Owenton, KY Downtown Pk2	\$5,042,680.99	None	\$93,686.30	\$30,765.10	\$62,921.30	12/19/13
R-34107-A	2013-003	Oak Hill Rural Vanderburgh County	\$4,871,771.31	\$234,999.80	\$723,337.00	\$76,911.00	\$146,427.00	7/6/14

EXHIBIT *N*

RAGLE 2014 PROJECTS INVOLVING TRUCKING

CONTRACT #	RAGLE JOB #	DESCRIPTION	CONTRACT AMOUNT	TRUCKING DBE REQUIREMENTS	TOTAL \$\$ TRUCKING REQUIRED 2014	TOTAL \$\$ FALCON TRUCKING 2014	TOTAL \$\$ OTHER TRUCKING SUBS 2014	WORK COMPLETED
R-34107-A	2013-003	Oak Hill Road Vanderburgh County	\$4,871,771.31	\$234,999.80	\$148,800.00	\$36,296.00	\$112,504.00	Jul-14
VC 13-06-03	2013-009	Old Boonville Hwy Bndge #1530 Replacement	\$240,620.00	\$3,500.00	\$16,741.00	\$1,838.00	\$14,902.00	Sept. 2014
	2014-002	Cass Ave Phases IV & V	\$6,408,916.50	\$800,172.00	\$837,442.00	\$1,925.00	\$835,517.00	Jun-15
R-30362-A	2014-003	Bridge Maintenance - Vanderburgh/Gibson County	\$1,303,920.15	\$9,134.00	\$46,443.00	\$19,791.00	\$26,652.00	Nov 2015
B-32423-A	2014-004	Bndge Replacement - Gibson County	\$1,668,666.13	\$9,193.00	\$52,939.00	\$19,698.00	\$33,241.00	Dec. 2014
M-35974-A	2014-005	Patch and Rehab Pavement - US 50 Daviess County	\$124,393.75	NONE	\$1,431.00	\$1,431.00	\$0.00	Aug 2014
14-06-01	2014-012	City of Evansville - Museum Entrance	\$321,738.64	\$4,000.00	\$8,787.00	\$1,828.00	\$6,959.00	Oct. 2014
IR-30524-C	2014-016	US 41 Interchange	\$19,182,806.14	\$624,527.00	\$130,350.00	\$2,257.00	\$128,093.00	Sept. 2015

EXHIBIT 0

INDIANA DEPARTMENT OF TRANSPORTATION

"Driving Indiana's Economic Growth"

**Part III: Disadvantaged Business
Enterprise (DBE)
Program Compliance**

EXHIBIT P

A. DBE Program Overview

The purpose of the DBE Program is to increase opportunities for minority and women-owned small businesses to participate on contracts funded wholly or in part by the U.S. Department of Transportation.

DBE Program Objectives

- ❖ Ensure nondiscrimination in the award and administration of USDOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs.
- ❖ Help remove barriers to the participation of DBEs in USDOT-assisted contracts.
- ❖ Assist the development of firms that can compete successfully in the marketplace outside the DBE program.
- ❖ Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts.
- ❖ Ensure the Department's DBE program is narrowly tailored in accordance with applicable law.
- ❖ Ensure only firms that fully meet eligibility standards are permitted to participate as DBEs.
- ❖ Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The standards for DBE certification are found in 49 CFR Part 26, Subpart D. To qualify as a Disadvantaged Business Enterprise, a firm must be a for-profit small business that is at least 51% owned by socially and economically disadvantaged individuals who:

- Are US citizens or permanent residents.
- Possess expertise in the field.
- Control the daily business operations.
- Have a personal worth less than \$750,000 (excluding the value of their primary residence and assets of the firm applying for DBE certification).

The following groups are presumed by law to be socially and economically disadvantaged:

- Black Americans
- Hispanic Americans
- Native Americans
- Asian-Pacific Americans
- Subcontinent Asian Americans
- Women

In order to qualify as a small business, a DBE firm may not have gross receipts, averaged over a three (3) year period, that exceed the Small Business Administration (SBA) size standards associated with the specific type of firm. *See* 13 CFR Part 121. In no case may a DBE firm's gross receipts averaged over a three (3) year period exceed \$20,410,000.00.

B. DBE Goals

1. Overview

INDOT is required to set an overall DBE goal¹ that represents a percentage of all Federal-aid highway funds it will expend in FHWA-assisted contracts in the forthcoming three (3) fiscal years. 49 CFR § 26.45(b), § 26.45(e)(1). This overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on INDOT DOT-assisted contracts. It reflects INDOT's determination of the level of DBE participation it would expect absent the effects of discrimination.

When INDOT assigns a DBE goal to an individual contract, any DBE firm a prime contractor commits to subcontract with toward achieving the goal is considered Race/Gender-Conscious participation. Conversely, Race/Gender-Neutral DBE participation includes any DBE participation, on any DOT-assisted contract, that is not used toward meeting a DBE goal. DBE participation is considered Race/Gender-Neutral:

1. When a DBE wins a prime contract through customary competitive bidding or procurement procedures;
2. When a DBE subcontractor on a contract is not used toward a DBE goal; or,
3. When the overall DBE firm commitments exceed a contract goal, the amount of DBE participation in excess of the goal.

49 CFR § 26.51(a). In order to meet its overall DBE goal, INDOT sets individual contract goals on federal aid construction and professional services contracts throughout the fiscal year. *Id.* § 26.51(e). Note that INDOT is not required to set goals on every federal aid contract. Rather, INDOT must set contract goals so that they will cumulatively result in meeting any portion of its overall goal it does not expect to meet with Race/Gender-Neutral DBE participation. *Id.*

2. Contract Goal-Setting Criteria

INDOT works to ensure that its Race/Gender-Conscious goals, and its overall DBE program are *narrowly tailored*, as required by U.S. Supreme Court² and federal regulations. As such, INDOT

¹ You may request a free copy of INDOT's overall goal submission to FHWA at any time. For a copy, please contact the INDOT Economic Opportunity Division.

² *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200 (1995); which held that racial classifications, including those imposed by the

must work to ensure that it maximizes the amount of its overall goal it achieves through Race/Gender-Neutral DBE participation. INDOT may set individual contract goals on DOT-assisted construction, consulting, and LPA contracts as a means of satisfying the INDOT Race/Gender-Conscious portion of its overall goal. However, INDOT maintains a narrowly tailored program by only setting DBE goals on those DOT-assisted contracts that have feasible subcontracting and subconsulting opportunities, as well as ready, willing, and able DBE firms that are certified to perform the pertinent work in the geographic area. When INDOT assesses whether a contract goal is appropriate for any DOT-assisted contract, it carefully evaluates:

1. The overall contract type;
2. The contract location;
3. The internal INDOT estimate amount;
4. The DBE firms certified to perform the contract items; and,
5. The Race/Gender-Conscious contract goal average, to date, as it relates to the overall DBE goal.

49 CFR § 26.51(e)(2). If, during the course of the year, INDOT determines that it will exceed its overall goal, then it will reduce or eliminate the use of individual contract goals for the remainder of the year to the extent necessary to ensure narrow tailoring. *Id.* § 26.51(f)(2).

3. Contract Goal Pre-Award Reviews

Each bidder for a contract with a Race/Gender-Conscious goal must submit with its proposal an Affirmative Action Certification (AAC). The bidder's AAC must include the names of the DBE firms, the line items and types of work to be performed, and the dollar amounts and contract percentage commitments to DBE firms by the bidder if the bidder is awarded the contract. 49 CFR § 26.53(b)(2). On the AAC, the bidder certifies that it:

- Understands and agrees that all subcontracting or leasing in connection with the contract, whether undertaken prior to or subsequent to award of contract, will be in accordance with the requirements for the Disadvantaged Business Enterprise (DBE) Program;
- Understands and agrees that no subcontracting will be approved or commenced until INDOT has reviewed and approved the affirmative actions taken by the bidder;
- Understands that utilization of certified DBEs is in addition to all other equal employment opportunity requirements of this contract;
- Acknowledges that the AAC is to be made an integral part of the contract;
- Understands and agrees that the submission of a blank certification shall cause the bid to be rejected;

federal government through the DBE program, must be analyzed under a standard of "strict scrutiny," the most stringent level of review which requires that racial classifications be narrowly tailored to further compelling governmental interests.

- Has contacted the firms listed in the AAC, and that the bidder has confirmed that the firms are certified by the State of Indiana as DBEs on the official INDOT DBE List; and,
- Has obtained tentatively agreements with the listed DBE firms to perform the corresponding services as part of the contract's DBE goal if the bidder is awarded the contract.

INDOT evaluates all proposed DBE participation based on what bidders submit with their proposals at the time of letting. INDOT will not consider post-letting changes to a bidder's AAC except under exceptional circumstances. Additionally, the actions that bidders take prior to, and during, the letting are those to which INDOT will give the greatest weight.

4. Good Faith Efforts Reviews

a. Generally

If the apparent Lowest Qualified Bidder (LQB) on a federal aid contract does not appear to have met the DBE goal, then INDOT must review the contract to a good faith efforts review. As part of the narrow tailoring requirements, contractors that do not meet a DBE goal at the time of letting are allowed to demonstrate their good faith efforts toward achieving the goal. 49 CFR § 26.53(a). Good faith efforts are actions to achieve a DBE goal, which "show that [the LQB] took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if [the LQB was] not fully successful." 49 CFR § 26.5.

Good Faith Efforts—Recommended Documentation
❖ All written pre-bid quotes from certified DBE firms
❖ All written (and emailed) pre-bid communications between the LQB and DBE firms
❖ Written pre-bid solicitations to DBE firms, even if unsuccessful
❖ Written pre-bid quotes from competing, non-DBE firms to establish price differentials
❖ Phone logs

If, after its review, INDOT determines that the LQB's documented good faith efforts were sufficient, INDOT will award the contract to the LQB. If INDOT determines that LQB's documented efforts were insufficient, then INDOT may award the contract to the second-lowest

bidder (if that bidder's proposal is compliant), re-let the contract, or another action the INDOT Commissioner deems appropriate.

b. Review Process

i. Initial Determination

When INDOT initiates a good faith efforts review, it will send the LQB a written notice that that the LQB has three (3) business days to provide INDOT with a written explanation accompanied by supporting documentation of its good faith efforts taken to achieve the goal prior to the bid letting. If the LQB provides a timely response to INDOT's request, the INDOT Economic Opportunity Division (EOD) will review the documentation and make a fair and reasonable judgment as to whether the LQB's good faith efforts are sufficient. The EOD reviews good faith efforts based on the guidance set forth in 49 CFR Part 26 Appendix A. The review process normally takes 48-72 hours to complete, once INDOT receives the LQB's documentation. If the EOD determines that the LQB's efforts are sufficient, then the EOD will recommend to the INDOT Commissioner to award the contract.

ii. Administrative Appeal and Informal Hearing

If the EOD recommends that the Commissioner not award the contract to the LQB, based on insufficient good faith efforts, then the LQB may exercise its right to an administrative appeal. 49 CFR § 26.53(d). INDOT will notify the LQB in writing of the recommendation, and the LQB has five (5) days from receipt of INDOT's notice to appeal. If the LQB chooses not to appeal or does not respond within five days, then the INDOT Commissioner will proceed to award the contract to the second-lowest bidder (if that bidder's proposal is compliant), re-let the contract, or take another action the INDOT Commissioner deems appropriate. If the LQB timely exercises its right to appeal, INDOT will provide the LQB with an opportunity for an informal review of the decision before INDOT's Deputy Commissioner and Chief Counsel or his or her designee who did not participate in the EOD's decision. *Id.* § 26.53(d)(2). The sole issue before the Deputy Commissioner is whether the EOD made any material errors of law or fact in its decision, or conducted its process in a manner sufficiently arbitrary or capricious, to support a recommendation to the Commissioner of INDOT contrary to EOD's decision not to award the contract to the contractor.

At the informal hearing, the LQB may present any evidence it deems relevant, including but not limited to: affidavits, documents, and testimony of witnesses. The LQB may request INDOT staff to appear and present testimony; and, if applicable, the LQB may describe at the informal hearing any relevant information unavailable at the time of INDOT's decision that might have affected the EOD's recommendation.

After the informal review, the Deputy Commissioner will make a written finding. If the Deputy Commissioner finds in favor of the LQB, then he or she will recommend that the INDOT Commissioner award the contract to the LQB. If the Deputy Commissioner does not find in favor of the LQB, then he or she will forward the EOD's original recommendation to the

Commissioner for review. In all matters, the INDOT Commissioner has the sole authority to award, or not award, the contract.

Good Faith Efforts—Tips	
❖	Bidders are responsible for effectively using all available INDOT resources, <u>prior to the letting</u> , including, but not limited to:
○	Directly Contacting INDOT Staff for assistance
○	Using only the <u>official</u> published DBE list
○	Reading and understanding the DBE regulations and INDOT contract provisions
❖	Document all communications
❖	Ensure that all responsible staff understands how to correctly use the Bid Express software <u>or</u> seeks INDOT guidance prior to letting
❖	Produce <u>all</u> relevant written documentation timely upon receipt of INDOT's initial "3-day" notice

5. Post-Award DBE Compliance

a. Changes to Original DBE Commitments

After award, prime contractors must ensure that they honor their Race/Gender-conscious DBE commitments. Primes may not terminate or otherwise alter their original DBE commitments for convenience. 49 CFR § 26.53(f)(1). When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE. *Id.* § 26.53(f)(2). These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. *Id.* INDOT must approve all changes to any part of a prime contractor's AAC, whether for cause or not. Primes must address all such requests, in writing, to the INDOT Economic Opportunity Division. If the EOD approves the change, it will notify the prime in writing and request an updated AAC to reflect the changes. If the EOD does not approve the change, then INDOT may find that the prime contractor is in noncompliance with the DBE provisions. In such a case, INDOT may invoke administrative and contract sanctions to effect compliance, including suspension, the reduction of prequalification limits, and prequalification revocation.

b. Commercially Useful Function Compliance

It is the prime contractor's duty to ensure that each DBE used on DOT-assisted contracts performs a commercially useful function on the contract, as outlined in Part I, Section C of this Guide. INDOT aggressively works to enforce CUF compliance and will employ all appropriate administrative and contract sanctions to this end. For a detailed explanation of INDOT's CUF Policy, please see Appendix B of this Guide.

c. DBE Prompt Payment

In order to ensure compliance with 49 CFR § 26.29, INDOT requires prime contractors to pay all subcontractors, DBE and non-DBE, within ten (10) business days of receipt of payment for any INDOT estimate. Primes shall make payment to all subcontractors for the value of their work performed and materials complete in place in accordance with the contract. Failure to comply with INDOT's prompt payment provisions shall constitute a material breach of the contract and may result in sanctions under the contract.

In addition, all prime contractors with DOT-assisted contracts must submit electronic payment data on all subcontractors through the Subcontractor Payment Tracking system (SPT) at the time that payment is made to subcontractors. This data helps to ensure compliance with federal prompt payment provisions as well as provide useful data on DBE compliance.

d. Contract Close Out Procedures

As part of its close out process, INDOT must verify all Race/Gender-Conscious and Neutral DBE participation on DOT-assisted contracts. 49 CFR § 26.55(h). Therefore, INDOT requires all federal aid prime contractors to complete a "DBE-3" affidavit prior to contract closeout. The DBE-3 form must be signed by both the prime and the DBE subcontractor, verifying that the latter has received all payments due under the contract, as well as the final payment amount. INDOT uses the forms to ensure that the prime contractor's actual payments to the DBE meet or exceed the original DBE commitment at the time of award. If the DBE-3 form indicates that a DBE subcontractor received less than was committed to it on the Affirmative Action Certification, then INDOT shall request a written explanation from the prime contractor before final payment is released. The contractor's explanation shall be reviewed by the INDOT Economic Opportunity Division to determine if any payment shortage was a result of the prime contractor's bad faith. If the EOD determines that the discrepancy in payment was not the result of a good faith contract variance or other legitimate reason, INDOT may not make final payment to the prime contractor, and the EOD will notify the INDOT Prequalification Committee to review the prime contractor's performance in lieu of possible sanctions.

HIGHWAY 41 PROJECT

Contract Number IR-30624-C
 Contract Bid Amount \$19,182,806.14
 DBE Goal 12.00%

DBE AFFIRMATIVE ACTION CERTIFICATION

CERTIFICATION CODE AND DBE NAME AND ADDRESS PAY ITEM NUMBER AND SERVICE PLANNED	USED AS	PARTICIPATION ACTUAL DOLLAR AMOUNT TO BE PAID TO DBE
DBEW INDIANA SIGN & BARRICADE INC 5240 E 25TH ST , INDIANAPOLIS, IN 46218 14P, 255-266, 267P, 269-272, 319-337	Subcontractor	Race Conscious 375,341.63
DBEW C-TECH CORPORATION INC 5300 W 100 N , BOGGSTOWN, IN 46110 66-77, 81, 82, 91, 106-110, 268, 278, 339	Subcontractor	Race Conscious 462,080.40
DBEM NASH & SON TRUCKING COMPANY INC 1608 S JEFFERSON , MUNCIE, IN 47302 51P, 52P, 53P, 60P, 61P	Lease	Race Conscious 280,334.15
DBEW 3D COMPANY INC 3200 E CR 350N , MUNCIE, IN 47303 204, 222	Subcontractor	Race Conscious 13,898.21
DBEW M A S MARKERS INC 1625 S 400 E , LEBANON, IN 46052 338	Subcontractor	Race Conscious 23,016.00
DBEW C A FULKERSON LLC 1650 QUARRY ROAD , CORYDON, IN 47112 28, 29P, 118-132	Subcontractor	Race Conscious 262,272.20
DBE CENTRAL PAINTING INC 13900 LIMERICK DRIVE , ST JOHN, IN 46373 114, 115, 116, 117	Subcontractor	Race Conscious 240,000.00
DBEW STARNES TRUCKING INC 1539 S 100W , PRINCTON, IN 47670 24P	Lease	Race Conscious 344,193.20

EXHIBIT Q

TOTAL DOLLAR AMOUNT CREDITED TOWARD DBE GOAL (RACE/GENDER CONSCIOUS):

Entered: 12.08% or \$ 2317056.13
Required: 12.00% or \$ 2301936.74
<GOAL MET>

TOTAL DOLLAR AMOUNT OF VOLUNTARY DBE WORK ANTICIPATED OVER DBE GOAL
(RACE/GENDER NEUTRAL): \$ 0.00

Please Note: Credit for utilization of a DBE material supplier depends on whether the supplier is a manufacturer, regular dealer or broker. The following credit will be counted toward the goal: Supplier Manufacturer receives 100% credit, Supplier Regular Dealer receives 60% credit, and Supplier Broker receives fees and commissions only.

NAME OF COMPANY: Ragle, Inc.

BID DATE: 09-10-14

Sam Ragle

From: Michael Runion
Sent: Wednesday, May 06, 2015 1:16 PM
To: Sam Ragle
Cc: Jason Ragle
Subject: IR-30624-C Trucking

Mr. Ragle,

As of today, May 6, 2015, I believe Ragle Inc. has fulfilled its minority quota for IR-30624-C. Having met our minority quota, I am requesting Falcon Trucking to assist in the progression of our operations. Please let me know Falcons availability.

Sincerely,

Michael Runion
RAGLE, INC.
812-629-8544
mrunion@ragleinc.com

EXHIBIT R

Falcon Trucking 2014 Invoice Summary

<u>Week Ending</u>	<u>Customer Name</u>	<u>Hauling Location/Job Site</u>
1/4/2014	Ragle, Inc	Shop Truck Lease payment
1/11/2014		
1/18/2014		
1/25/2014		
2/1/2014	Ragle, Inc	Shop Truck Lease payment
2/8/2014		
2/15/2014		
2/22/2014	Poshard Trucking	Alcoa Barge - 1st Barge
3/1/2014	Ragle, Inc	Shop Truck Lease
3/1/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
3/1/2014	Poshard Trucking	Alcoa Barge - 1st Barge
3/8/2014	Poshard Trucking	Alcoa Barge - 2nd Barge
3/8/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
3/15/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
3/15/2014	Ragle, Inc	2011-011 IR-30794 Hwy 261
3/15/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
3/22/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
3/29/2014	CK United Trucking, Inc	Truck 307
3/29/2014	CK United Trucking, Inc	Truck 308
3/29/2014	CK United Trucking, Inc	Truck 305
3/29/2014	CK United Trucking, Inc	Truck 309
3/29/2014	River Town Construction	River Town
4/5/2014	Ragle, Inc	Shop Truck Lease
4/5/2014	River Town Construction	Henderson, KY
4/12/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
4/12/2014	Ragle, Inc	Cass Ave
4/19/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
4/26/2014	Liggon Trucking	Cass Ave Trucking
4/26/2014	Liggon Trucking	Evansville Airport
4/26/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
5/3/2014	Ragle, Inc	Shop Truck Lease
5/3/2014	Shawn Norris	Debris Hauling
5/3/2014	Ragle, Inc	Debris Hauling
5/3/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
5/3/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
5/3/2014	Liggon Trucking	Cass Ave Trucking
5/10/2014	Ragle, Inc	2011-011 IR-30794 Hwy 261
5/10/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
5/10/2014	Naas and Sons	AC Warehouse
5/10/2014	Naas and Sons	AC Warehouse
5/10/2014	Liggon Trucking	Cass Ave Trucking
5/17/2014	Liggon Trucking	Cass Ave Trucking
5/17/2014	Ragle, Inc	2013-002 B-32608 Greene Co

EXHIBIT A

5/17/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
5/17/2014	Naas and Sons	Landfill hauling
5/17/2014	Naas and Sons	Landfill hauling
5/17/2014	Liggon Trucking	Cass Ave Trucking
5/17/2014	River Town Construction	Equipment Delivery
5/17/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
5/17/2014	Ragle, Inc	2011-011 IR-30794 Hwy 261
5/24/2014	Natural Selections Landscape	Mulzer Stone
5/24/2014	Liggon Trucking	Cass Hauling
5/24/2014	John's Plumbing and Repair	Mulzer Stone
5/24/2014	Naas and Sons	Landfill hauling
5/24/2014	Ragle, Inc	2014-003 R-30362 41 Ft Branch
5/24/2014	CK United Trucking, Inc	JBI Rentention Pond
5/24/2014	Naas and Sons	Landfill hauling
5/24/2014	Kip A Staub LLC	Top Soil Hauling
5/31/2014	Naas and Sons	Epworth
5/31/2014	Kip A Staub LLC	Linwood Park
5/31/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
5/31/2014	Ragle, Inc	2013-002 B-32608 Greene Co
5/31/2014	Liggon Trucking	Cass Ave Trucking
5/31/2014	Ragle, Inc	2013-002 B-32608 Greene Co
6/7/2014	Ragle, Inc	Shop Truck Lease
6/7/2014	Ragle, Inc	2014-004 B-32423 Coal Mine Road
6/7/2014	Ragle, Inc	2014-002 Cass Ave
6/7/2014	Liggon Trucking	Cass Hauling
6/7/2014	Ragle, Inc	2013-003 R-34107 Oak Hill Rd
6/14/2014	Ragle, Inc	2014-004 B-32423 Coal Mine Road
6/14/2014	Ragle, Inc	2013-007 B-34787
6/14/2014	Ragle, Inc	2014-003 R-30362 41 Ft Branch
6/14/2014	Ragle, Inc	2014-004 B-32423 Coal Mine Road
6/14/2014	Liggon Trucking	Cass Ave Trucking
6/14/2014	Ragle, Inc	2014-002 Cass Ave
6/14/2014	Ragle, Inc	2014-003 R-30362 41 Ft Branch
6/14/2014	Ragle, Inc	2014-004 B-32423 Coal Mine Road
6/21/2014	Ragle, Inc	2014-004 B-32423 Coal Mine Road
6/21/2014	Ragle, Inc	2014-004 B-32423 Coal Mine Road
6/28/2014	Ragle, Inc	2014-003 R-30362 41 Ft Branch
6/28/2014	Ragle, Inc	2014-004 B-32423 Coal Mine Road
6/28/2014	Ragle, Inc	2014-005 M-25974 US 50 Daviess
6/28/2014	Ragle, Inc	2014-003 R-30362 41 Ft Branch
6/28/2014	Ragle, Inc	2014-003 B-30362 41 Ft Branch
6/28/2014		
7/5/2014	Ragle, Inc	Shop Truck Lease
7/12/2014		
7/19/2014	Liggon Trucking	Cass Ave Trucking
7/26/2014	River Town Construction	Louisville KY
8/2/2014		
8/9/2014		



Bill To:
 Poshard Trucking
 P.O. Box 69
 Mt. Vernon IN 47620
Attn: Casey Hutson

Invoice No: 2014-001
Invoice Date: 3/4/2014
Invoice Due Date: 3/4/2014
Job No: HR HAULING
Description: Hourly Hauling

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
		ALCOA BARGE - 1ST BARGE		
13.39	TONS	TICKET A0010399 - 2/21/14	8.25	110.47
14.57	TONS	TICKET A0010383 - 2/21/14	8.25	120.20
12.53	TONS	TICKET A0010361 - 2/21/14	8.25	103.37

Thank You For Your Business !

Invoice Amount \$ 334.04
Retainage \$ 0.00
Please Pay This Amount \$ 334.04

EXHIBIT J



Bill To:
 Poshard Trucking
 P.O. Box 69
 Mt. Vernon IN 47620
 Attn: Casey Hutson

Invoice No: 2014-002
 Invoice Date: 3/6/2014
 Invoice Due Date: 3/6/2014
 Job No: HR HAULING
 Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
		1st Barge - Last two days		
15.42	TONS	TICKET A0010433 - 2/24/14	8.25	127.22
15.11	TONS	TICKET A0010410 - 2/24/14	8.25	124.66
11.98	TONS	TICKET A0010420 - 2/24/14	8.25	98.84
14.28	TONS	TICKET A0010445 - 2/24/14	8.25	117.81
13.17	TONS	TICKET A0010461 - 2/25/14	8.25	108.65
16.70	TONS	TICKET A0010470 - 2/25/14	8.25	137.78
13.04	TONS	TICKET A0010478 - 2/25/14	8.25	107.58

Thank You For Your Business !

Invoice Amount \$	822.54
Retainage \$	0.00
Please Pay This Amount \$	822.54



Bill To:
 Poshard Trucking
 P.O. Box 69
 Mt. Vernon IN 47620
 Attn: Casey Hutson

Invoice No: 2014-009
Invoice Date: 3/11/2014
Invoice Due Date: 3/11/2014
Job No: HR HAULING
Description: Hourly Hauling

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
ALCOA BARGE-2ND BARGE				
13.87	TONS	A0010525 3/4/14	8.75	121.36
14.22	TONS	A0010537 3/4/14	8.75	124.43
14.84	TONS	A0010545 3/4/14	8.75	129.85
14.93	TONS	A0010555 3/5/14	8.75	130.64
16.13	TONS	A0010567 3/5/14	8.75	141.14
15.68	TONS	A0010594 3/5/14	8.75	137.20
16.83	TONS	A0010580 3/5/14	8.75	147.26
15.15	TONS	A0010611 3/6/14	8.75	132.56
16.20	TONS	A0010602 3/6/14	8.75	141.75

Thank You For Your Business !

Invoice Amount \$	1,206.19
Retainage \$	0.00
Please Pay This Amount \$	1,206.19



Bill To:
 CK United Trucking, Inc.
 PO BOX 16095
 Evansville IN 47713-1095
Attn:

Invoice No: 2014-005
Invoice Date: 4/8/2014
Invoice Due Date: 4/8/2014
Job No: HR HAULING
Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
8.00	HRS	TK 305 3/25/14	72.00	576.00
3.00	HRS	TK 305 3/25/14	82.00	246.00
8.00	HRS	TK 305 3/26/14	72.00	576.00
3.00	HRS	TK 305 3/26/14	82.00	246.00
8.00	HRS	TK 305 3/27/14	72.00	576.00
3.25	HRS	TK 305 3/27/14	82.00	266.50
8.00	HRS	TK 305 3/28/14	72.00	576.00
2.25	HRS	TK 305 3/28/14	82.00	184.50

Thank You For Your Business !

Invoice Amount \$ 3,247.00
Retainage \$ 0.00
Please Pay This Amount \$ 3,247.00

EXHIBIT K



Bill To:
 CK United Trucking, Inc.
 PO BOX 16095
 Evansville IN 47713-1095
Attn:

Invoice No: 2014-006
Invoice Date: 4/8/2014
Invoice Due Date: 4/8/2014
Job No: HR HAULING
Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
8.00	HRS	TK 308 3/25/14	72.00	576.00
2.50	HRS	TK 308 3/25/14	82.00	205.00
8.00	HRS	TK 308 3/26/14	72.00	576.00
4.50	HRS	TK 308 3/26/14	82.00	369.00
8.00	HRS	TK 308 3/27/14	72.00	576.00
4.25	HRS	TK 308 3/27/14	82.00	348.50
8.00	HRS	TK 308 3/28/14	72.00	576.00
4.25	HRS	TK 308 3/28/14	82.00	348.50

Thank You For Your Business !

Invoice Amount \$	3,575.00
Retainage \$	0.00
Please Pay This Amount \$	3,575.00



Bill To:
 CK United Trucking, Inc.
 PO BOX 16095
 Evansville IN 47713-1095
Attn:

Invoice No: 2014-007
Invoice Date: 4/8/2014
Invoice Due Date: 4/8/2014
Job No: HR HAULING
Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
8.00	HRS	TK 307 3/25/14	72.00	576.00
0.50	HRS	TK 307 3/25/14	82.00	41.00
8.00	HRS	TK 307 3/26/14	72.00	576.00
3.00	HRS	TK 307 3/26/14	82.00	246.00
8.00	HRS	TK 307 3/27/14	72.00	576.00
2.50	HRS	TK 307 3/27/14	82.00	205.00
8.00	HRS	TK 307 3/28/14	72.00	576.00
3.50	HRS	TK 307 3/28/14	82.00	287.00

Thank You For Your Business !

Invoice Amount \$	3,083.00
Retainage \$	0.00
Please Pay This Amount \$	3,083.00



Bill To:
CK United Trucking, Inc.
PO BOX 16095
Evansville IN 47713-1095
Attn:

Invoice No: 2014-008
Invoice Date: 4/8/2014
Invoice Due Date: 4/8/2014
Job No: HR HAULING
Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
8.25	HRS	TK 309 3/27/14	72.00	594.00
0.25	HRS	TK 309 3/27/14	82.00	20.50
6.25	HRS	TK 309 3/28/14	72.00	450.00

Thank You For Your Business !

Invoice Amount \$ 1,064.50
Retainage \$ 0.00
Please Pay This Amount \$ 1,064.50



Bill To:
 CK United Trucking, Inc.
 PO BOX 16095
 Evansville IN 47713-1095
Attn:

Invoice No: 2014-036
Invoice Date: 5/29/2014
Invoice Due Date: 5/29/2014
Job No: HR HAULING
Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
9.00	HRS	TICKET 3011 - 5/22/14	70.00	630.00
1.00	HRS	OVT	80.00	80.00
9.00	HRS	TICKET 3012 - 5/23/14	70.00	630.00
0.50	HRS	OVT	80.00	40.00
9.00	HRS	TICKET 3082 - 5/22/14	70.00	630.00
0.75	HRS	OVT	80.00	60.00
9.00	HRS	TICKET 3081 - 5/23/14	70.00	630.00
0.50	HRS	OVT	80.00	40.00

Thank You For Your Business !

Invoice Amount \$ 2,740.00
Retainage \$ 0.00
Please Pay This Amount \$ 2,740.00



Bill To:
 Naas and Sons
 2267 W SR 68
 Haubstadt IN 47639
 Attn: Rhonda

Invoice No: 2014-030
Invoice Date: 5/15/2014
Invoice Due Date: 6/14/2014
Job No: HR HAULING
Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
3.25	HRS	TICKET 2802 - 5/7/14	70.00	227.50
9.00	HRS	TICKET 41790 - 5/7/14	70.00	630.00
0.25	HRS	OVT	79.00	19.75
9.00	HRS	TICKET 41789 - 5/6/14	70.00	630.00
0.75	HRS	OVT	79.00	59.25
9.00	HRS	TICKET 3053 - 5/8/14	70.00	630.00
1.00	HRS	OVT	79.00	79.00
9.00	HRS	TICKET 0166/3005 - 5/6/14	70.00	630.00
0.50	HRS	OVT	79.00	39.50
9.00	HRS	TICKET 3008/3001 - 5/7/14	70.00	630.00
1.00	HRS	OVT	79.00	79.00
0.75	HRS	TICKET 3007 - 5/7/14	70.00	52.50

SECRET L



Bill To:
Naas and Sons
2267 W SR 68
Haubstadt IN 47639
Attn: Rhonda

Invoice No: 2014-030
Invoice Date: 5/15/2014
Invoice Due Date: 6/14/2014
Job No: HR HAULING
Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
5.00	HRS	TICKET 2965 - 5/7/14	70.00	350.00

Thank You For Your Business !

Invoice Amount \$ 0.00
Retainage \$ 0.00
Please Pay This Amount \$.00



Bill To:
Naas and Sons
2267 W SR 68
Haubstadt IN 47639
Attn: Rhonda

Invoice No: 2014-030R
Invoice Date: 5/15/2014
Invoice Due Date: 6/14/2014
Job No: HR HAULING
Description: Hourly Hauling

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3.25	HRS	TICKET 2802 - 5/7/14	70.00	227.50
9.00	HRS	TICKET 41790 - 5/7/14	70.00	630.00
0.25	HRS	OVT	79.00	19.75
7.75	HRS	TICKET 41789 - 5/6/14	70.00	542.50
9.00	HRS	TICKET 3053 - 5/8/14	70.00	630.00
1.00	HRS	OVT	79.00	79.00
9.00	HRS	TICKET 0166/3005 - 5/6/14	70.00	630.00
0.50	HRS	OVT	79.00	39.50
9.00	HRS	TICKET 3008/3001 - 5/7/14	70.00	630.00
0.25	HRS	OVT	79.00	19.75
0.75	HRS	TICKET 3007 - 5/7/14	70.00	52.50



Bill To:
Naas and Sons
2267 W SR 68
Haubstadt IN 47639
Attn: Rhonda

Invoice No: 2014-030R
Invoice Date: 5/15/2014
Invoice Due Date: 6/14/2014
Job No: HR HAULING
Description: Hourly Hauling

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.00	HRS	TICKET 2965 - 5/7/14	70.00	350.00

Thank You For Your Business !

Invoice Amount \$	<u>3,850.50</u>
Retainage \$	<u>0.00</u>
Please Pay This Amount \$	<u>3,850.50</u>



Bill To:
Naas and Sons
2267 W SR 68
Haubstadt IN 47639
Attn: Rhonda

Invoice No: 2014-032
Invoice Date: 5/22/2014
Invoice Due Date: 6/21/2014
Job No: HR HAULING
Description: Hourly Hauling

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
7.50	HRS	TICKET 3055 - 5/13/14	70.00	525.00
7.50	HRS	TICKET 3056 - 5/14/14	70.00	525.00
7.50	HRS	TICKET 3076 - 5/14/14	70.00	525.00
8.00	HRS	TICKET 3075 - 5/13/14	70.00	560.00

Thank You For Your Business !

Invoice Amount \$ 2,135.00
Retainage \$ 0.00
Please Pay This Amount \$ 2,135.00



Bill To:
 Naas and Sons
 2267 W SR 68
 Haubstadt IN 47639
 Attn: Rhonda

Invoice No: 2014-037
Invoice Date: 5/29/2014
Invoice Due Date: 6/28/2014
Job No: HR HAULING
Description: Hourly Hauling

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3.75	HRS	TICKET 67717 - 5/19/14	70.00	262.50
4.00	HRS	TICKET 2806 - 5/19/14	70.00	280.00
4.00	HRS	TICKET 64467 - 5/19/14	70.00	280.00
4.00	HRS	TICKET 64737 - 5/19/14	70.00	280.00
9.00	HRS	TICKET 3080 - 5/21/14	70.00	630.00
1.00	HRS	OVT	79.00	79.00
3.75	HRS	TICKET 2663 - 5/19/14	70.00	262.50

Thank You For Your Business !

Invoice Amount \$	0.00
Retainage \$	0.00
Please Pay This Amount \$.00



Bill To:
Naas and Sons
2267 W SR 68
Haubstadt IN 47639
Attn: Rhonda

Invoice No: 2014-037R
Invoice Date: 5/29/2014
Invoice Due Date: 6/28/2014
Job No: HR HAULING
Description: Hourly Hauling

Quantity	Units	Description	Unit Price	Extended Price
3.75	HRS	TICKET 67717 - 5/19/14	70.00	262.50
4.00	HRS	TICKET 2806 - 5/19/14	70.00	280.00
4.00	HRS	TICKET 64467 - 5/19/14	70.00	280.00
4.00	HRS	TICKET 64737 - 5/19/14	70.00	280.00
3.75	HRS	TICKET 2663 - 6/19/14	70.00	262.50

Thank You For Your Business !

Invoice Amount \$ 1,365.00
Retainage \$ 0.00
Please Pay This Amount \$ 1,365.00



Bill To:
Naas and Sons
2267 W SR 68
Haubstadt IN 47639
Attn: Rhonda

Invoice No: 2014-039
Invoice Date: 5/22/2014
Invoice Due Date: 6/21/2014
Job No: HR HAULING
Description: Hourly Hauling

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3.50	HRS	TICKET 67152 - 5/13/14	70.00	245.00

Thank You For Your Business !

Invoice Amount \$	245.00
Retainage \$	0.00
Please Pay This Amount \$	245.00



Bill To:
Naas and Sons
2267 W SR 68
Haubstadt IN 47639
Attn: Rhonda

Invoice No: 2014-042
Invoice Date: 6/12/2014
Invoice Due Date: 7/12/2014
Job No: HR HAULING
Description: Hourly Hauling

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2.50	HRS	TICKET 2810 - 5/27/14	70.00	175.00

Thank You For Your Business !

Invoice Amount \$ 175.00
Retainage \$ 0.00
Please Pay This Amount \$ 175.00

FALCON TRUCKING LLC
 A/R Full Invoice Report
 1/1/2013 To 9/26/2014

EXHIBIT 5

Sort by Customer No

Invoice No	Invoice Description	Invoice Date	Trx Date	Due Date	Total Invoice	Paid To Date	Date Paid	Balance Due	Retainage	Job No
101 - Ragle Inc.										
2014-074	SHOP TRUCK LEASE MARCH	03/31/14	03/31/14	04/30/14	1,000.00	1,000.00	8/11/2014	0.00	0.00	
2014-075	SHOP TRUCK LEASE APRIL 2014	04/30/14	04/30/14	05/30/14	1,000.00	1,000.00	8/11/2014	0.00	0.00	
2014-076	SHOP TRUCK LEASE MAY 2014	05/31/14	05/31/14	06/30/14	1,000.00	1,000.00	8/11/2014	0.00	0.00	
2014-077	SHOP TRUCK LEASE JUNE 2014	06/30/14	05/30/14	07/30/14	1,000.00	1,000.00	8/19/2014	0.00	0.00	
2014-078	SHOP TRUCK LEASE JULY 2014	07/31/14	07/31/14	08/30/14	1,000.00	0.00		1,000.00	0.00	
2014-079	WEEK ENDING 6/28/14	06/30/14	06/30/14	07/30/14	1,102.50	0.00		1,102.50	0.00	HR HAULING
2014-083	WEEK ENDING 8/8/14	08/22/14	08/22/14	09/21/14	1,295.00	0.00		1,295.00	0.00	HR HAULING
2014-084	WEEK ENDING 8/16/14	08/22/14	08/22/14	09/21/14	2,018.00	0.00		2,018.00	0.00	HR HAULING
2014-085	WEEK ENDING 8/29/14	08/22/14	08/22/14	09/21/14	1,489.75	0.00		1,489.75	0.00	HR HAULING
2014-086	WEEK ENDING 8/23/14	08/23/14	08/23/14	09/22/14	350.00	0.00		350.00	0.00	HR HAULING
2014-087	WEEK ENDING 8/23/14	08/22/14	08/22/14	09/21/14	875.00	0.00		875.00	0.00	HR HAULING
2014-088	WEEK ENDING 8/29/14	09/04/14	09/04/14	10/04/14	187.50	0.00		187.50	0.00	HR HAULING
2014-089	WEEK ENDING 9/13/14	09/18/14	09/18/14	10/18/14	2,186.20	0.00		2,186.20	0.00	HR HAULING
2014-090	WEEK ENDING 9/5/14	09/12/14	09/12/14	10/12/14	3,208.00	0.00		3,208.00	0.00	HR HAULING
2014-091	WEEK ENDING 8/23/14	08/28/14	08/28/14	09/27/14	1,092.00	0.00		1,092.00	0.00	HR HAULING
2014-28	WEEK ENDING 5/10/14	05/15/14	05/15/14	06/14/14	1,194.50	1,194.50	6/13/2014	0.00	0.00	HR HAULING
	**TOTAL				526,590.95	506,774.00		19,816.95	0.00	
102 - Naas and Sons										
2013-037	Week Ending 6/15/13	06/20/13	06/20/13	07/20/13	332.50	332.50	7/12/2013	0.00	0.00	HR HAULING
2014-030R	WEEK ENDING 5/10/14	05/15/14	05/15/14	06/14/14	3,850.00	3,850.00	7/18/2014	0.00	0.00	HR HAULING
2014-032	WEEK ENDING 5/17/14	05/22/14	05/22/14	06/21/14	2,135.00	0.00		2,135.00	0.00	HR HAULING
2014-037R	WEEK ENDING 5/24/14	05/29/14	05/29/14	06/28/14	1,365.00	1,365.00	7/18/2014	0.00	0.00	HR HAULING
2014-039	WEEK ENDING 5/17/14	05/22/14	05/22/14	06/21/14	245.00	0.00		245.00	0.00	HR HAULING
2014-042	WEEK ENDING 5/31/14	06/12/14	06/12/14	07/12/14	175.00	175.00	7/18/2014	0.00	0.00	HR HAULING
2014-093	WEEK ENDING 9/13/14	09/18/14	09/18/14	10/18/14	2,455.75	0.00		2,455.75	0.00	HR HAULING
2014-094	WEEK ENDING 8/29/14	09/04/14	09/04/14	10/04/14	4,404.25	0.00		4,404.25	0.00	HR HAULING
2014-095	WEEK ENDING 8/23/14	08/28/14	08/28/14	09/27/14	2,642.50	0.00		2,642.50	0.00	HR HAULING
	**TOTAL				17,605.00	5,722.50		11,882.50	0.00	
103 - RiverTown Construction										
2013-125	2013 Fuel Adjustments	12/13/13	12/13/13	01/12/14	6,151.00	6,151.00	12/31/2013	0.00	0.00	
2013-155	WEEK ENDING 10/26/13	10/31/13	10/31/13	11/30/13	105.00	105.00	12/3/2013	0.00	0.00	HR HAULING
2014-013	HENDERSON KY	03/25/14	03/25/14	04/24/14	1,400.00	1,400.00	6/13/2014	0.00	0.00	HR HAULING
2014-020	WEEK ENDING 4/5/14	04/05/14	04/05/14	05/05/14	752.50	752.50	5/29/2014	0.00	0.00	HR HAULING
2014-031	WEEK ENDING 5/17/14	05/22/14	05/22/14	06/21/14	175.00	175.00	7/9/2014	0.00	0.00	HR HAULING

A/R Fu3 Invoice Report
9/1/2014 To 4/30/2015

Sort by Customer No

Invoice No	Invoice Description	Invoice Date	Trx Date	Due Date	Total Invoice	Paid To Date	Date Paid	Balance Due	Retainage	Job No
101 - Ragb Inc.										
2014-068	WEEK ENDING 6/14/14	06/30/14	06/30/14	07/30/14	0.00	245.00	12/16/2014	-245.00	0.00	HR HAULING
2014-069	WEEK ENDING 6/20/14	06/30/14	06/30/14	07/30/14	0.00	1,253.75	12/16/2014	-1,253.75	0.00	HR HAULING
2014-069	WEEK ENDING 6/27/14	06/30/14	06/30/14	07/30/14	0.00	2,082.50	12/16/2014	-2,082.50	0.00	HR HAULING
2014-070	WEEK ENDING 6/28/14	06/30/14	06/30/14	07/30/14	0.00	1,431.75	12/16/2014	-1,431.75	0.00	HR HAULING
2014-079	SHOP TRUCK LEASE JULY 20	07/31/14	07/31/14	08/30/14	0.00	1,000.00	12/16/2014	-1,000.00	0.00	
2014-079	WEEK ENDING 6/28/14	06/30/14	06/30/14	07/30/14	0.00	1,102.50	12/16/2014	-1,102.50	0.00	HR HAULING
2014-080	WEEK ENDING 8/2/14	08/22/14	08/22/14	09/21/14	0.00	1,295.00	12/16/2014	-1,295.00	0.00	HR HAULING
2014-081	WEEK ENDING 8/16/14	08/22/14	08/22/14	09/21/14	0.00	2,018.00	12/16/2014	-2,018.00	0.00	HR HAULING
2014-085	WEEK ENDING 8/5/14	08/22/14	08/22/14	09/21/14	0.00	1,489.75	12/16/2014	-1,489.75	0.00	HR HAULING
2014-085	WEEK ENDING 8/23/14	08/23/14	08/23/14	09/22/14	0.00	350.00	12/16/2014	-350.00	0.00	HR HAULING
2014-087	WEEK ENDING 8/23/14	08/22/14	08/22/14	09/21/14	0.00	875.00	12/16/2014	-875.00	0.00	HR HAULING
2014-091	WEEK ENDING 8/23/14	08/28/14	08/28/14	09/27/14	0.00	1,092.00	12/16/2014	-1,092.00	0.00	HR HAULING
2015-001	Credit Card Reimbursement	04/07/15	04/07/15	05/07/15	134.54	0.00		134.54	0.00	HR HAULING
	**TOTAL				134.54	14,235.25		-14,100.71	0.00	
102 - Hess and Sons										
2014-032	WEEK ENDING 5/17/14	05/22/14	05/22/14	06/21/14	0.00	2,135.00	12/9/2014	-2,135.00	0.00	HR HAULING
2014-033	WEEK ENDING 5/17/14	05/22/14	05/22/14	06/21/14	0.00	245.00	12/9/2014	-245.00	0.00	HR HAULING
2014-055	WEEK ENDING 8/23/14	08/29/14	08/28/14	09/27/14	0.00	2,642.50	10/23/2014	-2,642.50	0.00	HR HAULING
2014-101	TRUCKING	11/30/14	11/30/14	12/30/14	1,452.50	0.00		1,452.50	0.00	HR HAULING
	**TOTAL				1,452.50	5,022.50		-3,570.00	0.00	
103 - RiverTown Construction										
2014-081	WEEK ENDING 7/28/14	07/28/14	07/28/14	08/27/14	0.00	244.00	10/9/2014	-244.00	0.00	HR HAULING
	**TOTAL				0.00	244.00		-244.00	0.00	
107 - CK United Trucking Inc.										
2014-005		04/08/14	04/08/14	04/08/14	0.00	303.40	12/30/2014	-303.40	0.00	HR HAULING
2014-005	HOURLY HAULING	04/08/14	04/08/14	04/08/14	0.00	270.60	12/30/2014	-270.60	0.00	HR HAULING
2014-007	HOURLY HAULING	04/08/14	04/08/14	04/08/14	0.00	187.70	12/30/2014	-187.70	0.00	HR HAULING
2014-008	HOURLY HAULING	04/08/14	04/08/14	04/08/14	0.00	34.90	12/30/2014	-34.90	0.00	HR HAULING
	**TOTAL				0.00	796.60		-756.60	0.00	
111 - Natural Selections Landscape										
2013-101	WEEK ENDING 8/24/13	08/29/13	08/29/13	08/29/13	0.00	630.00	12/30/2014	-630.00	0.00	HR HAULING
2013-113	WEEK ENDING 8/31/13	11/22/13	11/22/13	11/22/13	0.00	87.50	12/30/2014	-87.50	0.00	HR HAULING

FALCON TRUCKING LLC
 A/R Full Invoice Report
 1/1/2013 To 9/26/2014

Sort by Customer No

Invoice No	Invoice Description	Invoice Date	Tax Date	Due Date	Total Invoice	Paid To Date	Date Paid	Balance Due	Retainage	Job No
2014-091	WEEK ENDING 7/28/14	07/28/14	07/28/14	09/27/14	344 00	0 00	8 563 50	244 00	0 00	0 00 HR HAULING
103 - RiverTown Construction										
107 - CK United Trucking, Inc.										
2014-035		04/08/14	04/08/14	04/08/14	3 247 00	2 943 83	5/14/2014	323 43	0 00	0 00 HR HAULING
2014-036	HOURLY HAULING	04/08/14	04/08/14	04/08/14	3 575 00	3 324 43	5/14/2014	275 50	0 00	0 00 HR HAULING
2014-037	HOURLY HAULING	04/08/14	04/08/14	04/08/14	3 083 00	2 865 30	5/14/2014	187 70	0 00	0 00 HR HAULING
2014-038	HOURLY HAULING	04/08/14	04/08/14	04/08/14	1 004 50	1 029 50	5/14/2014	34 90	0 00	0 00 HR HAULING
2014-039	WEEK ENDING 5/21/14	05/29/14	05/29/14	05/29/14	13 709 50	12 912 50	8/27/2014	796 50	0 00	0 00 HR HAULING
110 - Ligon Trucking										
2013-035	WEEK ENDING 6/8/13	06/13/13	06/13/13	06/13/13	400 00	400 00	12/31/2013	0 00	0 00	0 00 HR HAULING
2013-041	WEEK ENDING 6/26/13	07/04/13	07/04/13	07/04/13	70 00	70 00	12/31/2013	0 00	0 00	0 00 HR HAULING
2013-053	WEEK ENDING 7/20/13	07/25/13	07/25/13	07/25/13	420 00	420 00	12/31/2013	0 00	0 00	0 00 HR HAULING
2013-114	WEEK ENDING 9/14/13	11/22/13	11/22/13	11/22/13	2 700 00	2 700 00	12/31/2013	0 00	0 00	0 00 HR HAULING
2013-128	TRUCKING	12/30/13	12/30/13	12/30/13	74 75	4 288 75	12/31/2013	0 00	0 00	0 00 HR HAULING
2014-025	WEEK ENDING 5/21/14	05/08/14	05/08/14	05/08/14	4 288 75	10 014 59	6/19/2014	0 00	0 00	0 00 HR HAULING
2014-027	WEEK ENDING 4/26/14	05/01/14	05/01/14	05/01/14	10 014 59	7 150 00	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-034	WEEK ENDING 5/10/14	05/15/14	05/15/14	05/15/14	5 191 50	5 191 50	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-054	WEEK ENDING 5/10/14	05/22/14	05/22/14	05/22/14	7 150 00	5 939 00	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-055	WEEK ENDING 5/17/14	05/22/14	05/22/14	05/22/14	5 939 00	8 212 50	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-056	WEEK ENDING 6/7/14	06/12/14	06/12/14	06/12/14	8 212 50	5 667 00	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-057	WEEK ENDING 6/21/14	06/26/14	06/26/14	06/26/14	5 667 00	5 010 50	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-058	WEEK ENDING 6/14/14	06/19/14	06/19/14	06/19/14	5 010 50	1 154 50	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-059	WEEK ENDING 5/24/14	07/22/14	07/22/14	07/22/14	1 154 50	414 00	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-071	WEEK ENDING 5/17/14	07/22/14	07/22/14	07/22/14	414 00	1 332 00	6/15/2014	0 00	0 00	0 00 HR HAULING
2014-080	WEEK ENDING 7/19/14	07/24/14	07/24/14	07/24/14	1 332 00	59 132 09	6/15/2014	0 00	0 00	0 00 HR HAULING
111 - Natural Selections Landscape										
2013-101	WEEK ENDING 8/24/13	08/28/13	08/28/13	08/28/13	620 00	620 00	0 00	620 00	0 00	0 00 HR HAULING
2013-113	WEEK ENDING 8/31/13	11/22/13	11/22/13	11/22/13	674 55	674 55	0 00	674 55	0 00	0 00 HR HAULING
2013-113A	WEEK ENDING 8/31/13	11/22/13	11/22/13	11/22/13	674 55	1 292 45	0 00	1 292 45	0 00	0 00 HR HAULING
TOTAL										

DEBIT



P.O. BOX 444 - NEWBURGH, IN 47629 - PHONE (812) 853-8590 / FAX: (812) 853-9578

August 5, 2014

Mike Sachs
3030 N Red Bank Road
Evansville IN 47720

Dear Mike:

As you know, we have attempted to contact you and schedule you to work on at least 3 occasions in the past 2 weeks. The rumor is that you have found other employment. Before removing you from our payroll we wanted to hear from you as to your intentions regarding continued employment with Falcon Trucking, LLC. Unless we should hear differently from you by Tuesday, August 12, 2014, we will assume that you are no longer interested in continuing to work for Falcon, LLC.

Sincerely,


Jason Ragle

EXHIBIT U



P.O. BOX 444 - NEWBURGH, IN 47629 - PHONE: (812) 853-8590 / FAX: (812) 853-9578

May 13, 2015

Rachelle R. Boop
1188 S. Lincoln Ave.
Rockport, IN 47635

Dear Rachelle,

As you know, we have contacted you during the past 2 weeks and you have informed us that you have found other employment.

Before removing you from our payroll we would like to hear from you regarding your intentions. Unless we hear differently from you by Wednesday, May 20, 2015, we will assume you are no longer interested in continuing your employment with Falcon Trucking, LLC.

Sincerely,

Samuel R. Ragle
Falcon Trucking, LLC

EXHIBIT V

As of August 8, 2014, I am turning in this letter of resignation for my employment from Falcon Trucking.

I would like to thank the ownership and management of Falcon for the time that I was employed here.

If possible I would like to be considered for future employment.

Sincerely,

Michael Thomas

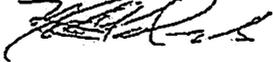


EXHIBIT W

August 4, 2014

On July 31, 2014 Kenny Slaughter was called for work for August 1, 2014
He did not return the phone call and missed his dispatch.

On August 1, 2014 Kenny Slaughter was called for work for August 4, 2014
He missed his dispatch by not returning the phone call in a timely manner.

Dispatcher

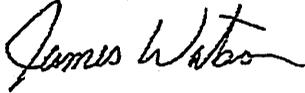
A handwritten signature in cursive script that reads "James Watson".

EXHIBIT X



P.O. BOX 444 - NEWBURGH, IN 47629 - PHONE: (812) 853-8590 / FAX: (812) 853-9578

May 13, 2015

Kenny Slaughters
2123 Covert Ave.
Evansville, IN 47714

Dear Kenny,

As you know, we have contacted you during the past 2 weeks and you have informed us that you have found other employment.

Before removing you from our payroll we would like to hear from you regarding your intentions. Unless we hear differently from you by Wednesday, May 20, 2015, we will assume you are no longer interested in continuing your employment with Falcon Trucking, LLC.

Sincerely,


Samuel R. Ragle
Falcon Trucking, LLC

Y

Mike Schiff

From: Ramirez, Rebekah
Sent: Wednesday, February 10, 2016 8:08 AM
To: Mike Schiff
Cc: Cholewa, Jessica K.
Subject: RE: Falcon Trucking LLC & Ragle, Inc - NLRB Case Nos. 25-CA-132518, 25-CA-135316 & 25-CA-135335
Attachments: Settlement Agreement- Falcon Ragle.pdf

Mike,

I have attached the proposed settlement agreement. I'm sorry it took us so long to send you this one. We have been extremely busy in our office lately! As usual, this settlement proposal is only a good starting point but please let us know if you want to propose any changes and if you have any questions.

Thanks,

Rebekah Ramirez
Field Attorney
NLRB, Region 25
phone: (317) 226-5618

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From: Mike Schiff [<mailto:mschiff@zsws.com>]
Sent: Tuesday, February 09, 2016 6:28 PM
To: Ramirez, Rebekah <Rebekah.Ramirez@nlrb.gov>
Subject: Falcon Trucking LLC & Ragle, Inc - NLRB Case Nos. 25-CA-132518, 25-CA-135316 & 25-CA-135335

LAW OFFICES
ZIEMER, STAYMAN, WEITZEL & SHOULDERS

20 NW First Street
Post Office Box 916
EVANSVILLE, INDIANA 47706-0916
TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5076
E-Mail: MSchiff@zsws.com

February 9, 2016

Rebekah Ramirez
National Labor Relations Board
Region 25
575 North Pennsylvania Street - Room 238

Indianapolis, IN 46204-1577

**Re: Falcon Trucking LLC & Ragle, Inc.
NLRB Case Nos. 25-CA-132518,
25-CA-135316 & 25-CA-135335**

Good Evening Rebekah:

I am sure you are very busy with other cases but I was wondering if you could tell me anything about the settlement proposal that Jessica Cholewa told me last month was in the works in the above-referenced cases?

ZIEMER, STAYMAN, WEITZEL & SHOULDERS

Mike Schiff

NOTE: This E-Letter and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient(s) kindly contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

SETTLEMENT CHECKLIST

x Notice Posting

Locations of Posting TBD

Languages on Notice _____

If CB charge, UN has been notified it must post on UN bulletin board at ER facility if one exists _____ Yes _____ No

Notice Mailing

Who will do mailing? _____

If Region, when will addresses be provided? _____

To whom will Notices be mailed? _____

Notice Reading

Who will read the Notice? _____

Board agent will be allowed to attend reading? _____ Yes _____ No

Which employees will attend the reading? _____

Reading will be held within 60 day posting period? _____ Yes _____ No

Electronic Distribution

To whom will Notices be e-mailed? _____

CP will forward Compliance Officer copy of e-mail? _____ Yes _____ No

What will e-mail say? (See OM 12-57) _____

Posting on Intra/Internet

Where will Notice be posted? _____

Appropriate individuals have access to intra/internet site? _____ Yes _____ No

CP will send Compliance Officer copy of posting? _____ Yes _____ No

CP will provide Compliance Officer with password if necessary? _____ Yes _____ No

X Backpay

All amounts owed have been agreed to? _____ Yes _____ No If no, how will backpay

be calculated? _____

If yes, ICM is in file showing calculations? _____ Yes _____ No

CP acknowledges appropriate withholdings must be made? _____ Yes _____ No

Backpay includes excess tax liability? _____ Yes _____ No If no, why not? _____

CP will submit SSA form? X Yes _____ No If no, why not? _____

Checks will be delivered to Region? _____ Yes _____ No If no, how will they

be distributed? _____

If Finance will distribute: _____

Will Employer's share of FICA be included in lump sum? _____ Yes _____ No

What is Employer's Federal Tax ID? _____

Date: _____

Completed by: _____

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**FALCON TRUCKING, LLC AND RAGLE INC., A SINGLE
EMPLOYER AND/OR JOINT EMPLOYERS**

**Cases 25-CA-132518
25-CA-135316, 25-CA-
135335, 25-CA-159531**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices and immediately post them in TBD. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Parties will assume joint and several liability for making whole the employees named below by payment to them of the amount opposite their name. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Parties will also file a report with the Social Security Administration allocating the payment(s) to the appropriate time periods. Falcon Trucking, LLC., will pay the employees named below 1/2 of the total amount due to each of them and Ragle, Inc., will pay the employees named below 1/2 of the total amount due to each of them. Falcon Trucking, LLC., will pay an additional 1/2 of the total amount due to each of the employees only upon being informed by the Regional Director that efforts to obtain payment from Ragle, Inc., have failed. Ragle Inc., will pay an additional 1/2 of the total amount due to each of the employees only upon being informed by the Regional Director that efforts to obtain payment from Falcon Trucking, LLC., have failed.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
Michael Sachs	\$958.00	\$49.00	\$8.00	\$1,015.00
Kenneth Slaughter	\$1552.00	\$74.00	\$11.00	\$1,637.00
Michael Thomas Jr	\$1033.00	\$49.00	\$8.00	\$1,090.00
Daniel J Mabrey	\$4948.00	\$217.00	\$33.00	\$5,197.00
Rachelle R Boop	\$8935.00	\$400.00	\$70.00	\$9404.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s) and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director

withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Parties withdraw any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Parties authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Parties. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Falcon Trucking, LLC	Yes _____ Initials	No _____ Initials
----------------------	-----------------------	----------------------

Ragle, Inc.	Yes _____ Initials	No _____ Initials
-------------	-----------------------	----------------------

PERFORMANCE — Performance by the Charged Parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by either of the Charged Parties, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by either of the Charged Parties, the Regional Director will reissue the Consolidated Complaint previously issued on January 28, 2016, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Consolidated Complaint. The Charged Parties understand and agree that the allegations of the aforementioned consolidated complaint will be deemed admitted and their respective Answers to such consolidated complaint will be considered withdrawn. The only issue that may be raised before the Board is whether either of the Charged Parties defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the consolidated complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Parties/Respondents at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

Charged Party RAGLE, INC.		Charging Party CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS	
By: Name and Title	Date	By: Name and Title	Date
Charged Party FALCON TRUCKING, LLC			
By: Name and Title	Date		
Recommended By:	Date	Approved By:	Date
JESSICA L. CHOLEWA, Field Examiner		Regional Director, Region 25	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT fail or refuse to bargain in good faith with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking employees in the following appropriate unit:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization.

WE WILL NOT unilaterally subcontract the work of the bargaining unit described above, change the way we assign work to those unit employees, reduce our compliment of employees in the unit, remove and transfer work from the unit, close portions of our Falcon Trucking operations, or otherwise unilaterally make changes in wages, hours, and other terms and conditions of employment for the employees in the appropriate unit without prior bargaining with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargain representative of Falcon Trucking unit employees described above.

WE WILL resume making driving assignments to Falcon Trucking unit employees.

WE WILL resume Falcon Trucking's operations and assignment practices for the work previously performed by Falcon Trucking employees represented by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS in order to restore Falcon Trucking as it existed prior to July 8, 2014, and **WE WILL** offer to Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority or other rights and privileges.

WE WILL, jointly and severally, make Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop whole for the wages and other benefits they lost because we stopped assigning them work.

WE WILL compensate Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file a report with the Social Security Administration allocating the backpay to the appropriate calendar quarters.

RAGLE, INC.

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

FALCON TRUCKING, LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 p.m.

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.

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	RAGLE, INC 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629				
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			2013
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation	
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>					

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

_____ (Sign Name)

_____ (Date)

Contact Person (for questions or additional information):

_____ (Name of Contact)

_____ (Contact Telephone Number)

Send Form to: Social Security Administration
Attn: CPS Back Pay Staff
7-B-15 SWT
1500 Woodlawn Drive
Baltimore, MD 21241-001

SAMPLE:

Employer Name and Address	ABC Manufacturing Co. 123 Main Street City, State, Zip					
Employer's EIN:	XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
1						
201						
2						

Mike Schiff

From: Mike Schiff
Sent: Friday, February 19, 2016 2:35 PM
To: 'Ramirez, Rebekah'
Subject: RE: Falcon Trucking LLC & Ragle, Inc. - NLRB Case Nos. 25-CA-132518, 25-CA-135316 & 25-CA-135335
Attachments: Revised Settlement Agreement 2-19-16.docx

LAW OFFICES
ZIEMER, STAYMAN, WEITZEL & SHOULDERS

20 NW First Street
Post Office Box 916
EVANSVILLE, INDIANA 47706-0916
TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5076
E-Mail: MSchiff@zsws.com

February 19, 2016

Rebekah Ramirez
National Labor Relations Board
Region 25
575 North Pennsylvania Street - Room 238
Indianapolis, IN 46204-1577

Re: Falcon Trucking LLC & Ragle, Inc.
NLRB Case Nos. 25-CA-132518,
25-CA-135316 & 25-CA-135335

Good Afternoon Rebekah:

Thanks for the follow up. Attached is a file containing my suggested revisions to the draft settlement proposal you sent me previously. Take a look at this and let me know what you think. Have a good weekend.

ZIEMER, STAYMAN, WEITZEL & SHOULDERS

Mike Schiff

NOTE: This E-Letter and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient(s) kindly contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

From: Ramirez, Rebekah [<mailto:Rebekah.Ramirez@nlrb.gov>]
Sent: Friday, February 19, 2016 1:54 PM

To: Mike Schiff

Subject: RE: Falcon Trucking LLC & Ragle, Inc. - NLRB Case Nos. 25-CA-132518, 25-CA-135316 & 25-CA-135335

Mike,

We called all but Mabrey because he is still working at Falcon. All said they would waive reinstatement.

Thanks,

Rebekah Ramirez
Field Attorney
NLRB, Region 25
phone: (317) 226-5618

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or information contained in it is strictly prohibited. If you have received this in error, please delete it and any attachments from your system without copying them and notify me immediately by return e-mail so that our records can be corrected. Thank you!

SETTLEMENT CHECKLIST

x Notice Posting

Locations of Posting TBD

Languages on Notice _____

If CB charge, UN has been notified it must post on UN bulletin board at ER facility if one exists _____ Yes _____ No

____ Notice Mailing

Who will do mailing? _____

If Region, when will addresses be provided? _____

To whom will Notices be mailed? _____

____ Notice Reading

Who will read the Notice? _____

Board agent will be allowed to attend reading? _____ Yes _____ No

Which employees will attend the reading? _____

Reading will be held within 60 day posting period? _____ Yes _____ No

____ Electronic Distribution

To whom will Notices be e-mailed? _____

CP will forward Compliance Officer copy of e-mail? _____ Yes _____ No

What will e-mail say? (See OM 12-57) _____

____ Posting on Intra/Internet

Where will Notice be posted? _____

Appropriate individuals have access to intra/internet site? _____ Yes _____ No

CP will send Compliance Officer copy of posting? _____ Yes _____ No

CP will provide Compliance Officer with password if necessary? _____ Yes _____ No

X Backpay

All amounts owed have been agreed to? _____ Yes _____ No If no, how will backpay

be calculated? _____

If yes, ICM is in file showing calculations? _____ Yes _____ No

CP acknowledges appropriate withholdings must be made? _____ Yes _____ No

Backpay includes excess tax liability? _____ Yes _____ No If no, why not?

CP will submit SSA form? X Yes _____ No If no, why not?

Checks will be delivered to Region? _____ Yes _____ No If no, how will they

be distributed? _____

If Finance will distribute: _____
Will Employer's share of FICA be included in lump sum? Yes No

What is Employer's Federal Tax ID? _____

Date: _____ Completed by: _____

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**FALCON TRUCKING, LLC AND RAGLE INC., A SINGLE
EMPLOYER AND/OR JOINT EMPLOYERS**

**Cases 25-CA-132518
25-CA-135316, 25-CA-
135335, 25-CA-159531**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices and immediately post them in TBD. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE --- By entering into this Settlement Agreement, the Charged Parties do not admit either that they are single and/or joint employers or that they have violated the National Labor Relations Act.

BACKPAY — Within 14 days from approval of this agreement, the Charged Parties will assume joint and several liability for making whole the employees named below by payment to them of the amount opposite their name. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Parties will also file a report with the Social Security Administration allocating the payment(s) to the appropriate time periods. Falcon Trucking, LLC., will pay the employees named below ~~1/2~~ of the total amount due to each of them, and Ragle, Inc., will pay the employees named below ~~1/2~~ of the total amount due to each of them. ~~Falcon Trucking, LLC., will pay an additional 1/2 of the total amount due to each of the employees only upon being informed by the Regional Director that efforts to obtain payment from Ragle, Inc., have failed. Ragle Inc., will pay an additional 1/2 of the total amount due to each of the employees only upon being informed by the Regional Director that efforts to obtain payment from Falcon Trucking, LLC., have failed.~~

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
Michael Sachs	\$958.00	\$49.00	\$8.00	\$1,015.00
Kenneth Slaughter	\$1552.00	\$74.00	\$11.00	\$1,637.00
Michael Thomas Jr	\$1033.00	\$49.00	\$8.00	\$1,090.00
Daniel J Mabrey	\$4948.00	\$217.00	\$33.00	\$5,197.00
Rachelle R Boop	\$8935.00	\$400.00	\$70.00	\$9404.00

Other than Daniel Mabrey, each of the above-named employees waive reinstatement to employment with the Charged Parties.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s) and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the

litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director

Charged Party RAGLE, INC.		Charging Party CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS	
By: Name and Title	Date	By: Name and Title	Date
Charged Party FALCON TRUCKING, LLC			
By: Name and Title	Date		
Recommended By:	Date	Approved By:	Date
JESSICA L. CHOLEWA, Field Examiner		Regional Director, Region 25	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT fail or refuse to bargain in good faith with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking employees in the following appropriate unit:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization.

WE WILL NOT unilaterally subcontract the work of the bargaining unit described above, change the way we assign work to those unit employees, reduce our compliment of employees in the unit, remove and transfer work from the unit, close portions of our Falcon Trucking operations, or otherwise unilaterally make changes in wages, hours, and other terms and conditions of employment for the employees in the appropriate unit without prior bargaining with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking unit employees described above.

WE WILL ~~make resume making~~ driving assignments to Falcon Trucking unit employees as work is available.

WE WILL resume Falcon Trucking's operations and assignment practices for the work previously performed by Falcon Trucking employees represented by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS in order to restore Falcon Trucking as it existed prior to July 8, 2014, and **WE WILL** offer to ~~Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop~~ immediate and full reinstatement to his~~their~~ former or a substantially equivalent positions without prejudice to his~~their~~ seniority or other rights and privileges. Michael Sachs, Kenneth Slaughter, Michael Thomas, Jr. and Rachelle R. Boop each have waived reinstatement to their former positions.

WE WILL, jointly and severally, make Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop whole for the wages and other benefits they lost because we stopped assigning them work.

WE WILL compensate Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file a report with the Social Security Administration allocating the backpay to the appropriate calendar quarters.

RAGLE, INC.

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

FALCON TRUCKING, LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 p.m.

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.

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	FALCON TRUCKING, LLC RAGLE, INC 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)* Award Amount and Period(s)	(3)** Other Soc. Sec./ Med. Wages Paid in Award Year		(4)*** Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>						

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: Social Security Administration
Attn: CPS Back Pay Staff
7-B-15 SWT
1500 Woodlawn Drive
Baltimore, MD 21241-001

SAMPLE:

Employer Name and Address	ABC Manufacturing Co. 123 Main Street City, State, Zip					
Employer's EIN:	XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
				1		
				201		
				2		

Mike Schiff

From: Ramirez, Rebekah
Sent: Tuesday, April 05, 2016 3:27 PM
To: mschiff@zsws.com; smorris@gmlblaw.com
Subject: RE: Falcon Trucking and Ragle, Inc., 25-CA-132518
Attachments: Revised Settlement Agreement 4-5-16.docx

Importance: High

Dear Mr. Schiff and Mr. Morris,

I am attaching a proposed settlement agreement that has been reviewed by the Regional Attorney of Region 25. This settlement agreement incorporates some, but not all, of the proposals that the Employer made. In summary, we added a requirement to mail the posting since so many of the former employees are waiving reinstatement, and we changed the non-admission clause to reflect standard language used. You will notice that on the proposed Board Notice there is one tracked change, the 2nd "We Will" paragraph, that reflects the Employer proposal and the Region's initial proposal. This is the paragraph that we think is key to the settlement. It is the Region's position that we cannot approve the S/A without the Union signing off/ agreeing to this paragraph. I believe that it would be helpful to schedule a conference call among all 3 of us before the conference call with the judge to see if we can agree on what this paragraph means in practicality. I am available any day this week, but I propose Thursday at 10 am to allow you time to discuss the SA proposal with your clients. Let me know if that day and time does not work and when you would be available.

Thanks,

Rebekah

Rebekah Ramirez
Field Attorney
NLRB, Region 25
phone: (317) 226-5618

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or information contained in it is strictly prohibited. If you have received this in error, please delete it and any attachments from your system without copying them and notify me immediately by return e-mail so that our records can be corrected. Thank you!

From: Brown, Barbara
Sent: Tuesday, April 05, 2016 10:21 AM
To: mschiff@zsws.com; smorris@gmlblaw.com; Ramirez, Rebekah <Rebekah.Ramirez@nlrb.gov>
Subject: Falcon Trucking and Ragle, Inc., 25-CA-132518

Dear Counsel,

Judge Muhl has scheduled a conference call in the above captioned case on **Thursday, April 7 @ 3 pm ET, 3 pm CT**. Please **confirm** your availability and utilize the following information to connect into the call.

Call-In Number: 1-877-446-3914
Guest Passcode: 687325#

Thank you,
Barbara Brown
Assistant to Judge Muhl
NLRB, Judges Division
(202) 501-8800

SETTLEMENT CHECKLIST

x Notice Posting

Locations of Posting TBD
Languages on Notice _____
If CB charge, UN has been notified it must post on UN bulletin board at ER facility if one exists _____ Yes _____ No

X Notice Mailing

Who will do mailing? _____
If Region, when will addresses be provided? _____
To whom will Notices be mailed? _____

_____ Notice Reading

Who will read the Notice? _____
Board agent will be allowed to attend reading? _____ Yes _____ No
Which employees will attend the reading? _____
Reading will be held within 60 day posting period? _____ Yes _____ No

_____ Electronic Distribution

To whom will Notices be e-mailed? _____
CP will forward Compliance Officer copy of e-mail? _____ Yes _____ No
What will e-mail say? (See OM 12-57) _____

_____ Posting on Intra/Internet

Where will Notice be posted? _____
Appropriate individuals have access to intra/internet site? _____ Yes _____ No
CP will send Compliance Officer copy of posting? _____ Yes _____ No
CP will provide Compliance Officer with password if necessary? _____ Yes _____ No

X Backpay

All amounts owed have been agreed to? _____ Yes _____ No If no, how will backpay be calculated? _____
If yes, ICM is in file showing calculations? _____ Yes _____ No
CP acknowledges appropriate withholdings must be made? _____ Yes _____ No
Backpay includes excess tax liability? _____ Yes _____ No If no, why not? _____
CP will submit SSA form? X Yes _____ No If no, why not? _____
Checks will be delivered to Region? _____ Yes _____ No If no, how will they be distributed? _____

If Finance will distribute: _____
Will Employer's share of FICA be included in lump sum? Yes No

What is Employer's Federal Tax ID? _____

Date: _____ Completed by: _____

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**FALCON TRUCKING, LLC AND RAGLE INC., A SINGLE
EMPLOYER AND/OR JOINT EMPLOYERS**

**Cases 25-CA-132518
25-CA-135316, 25-CA-
135335, 25-CA-159531**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since June 1, 2014. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE --- By entering into this Settlement Agreement, the Charged Parties do not admit that they have violated the National Labor Relations Act.

BACKPAY — Within 14 days from approval of this agreement, the Charged Parties will assume joint and several liability for making whole the employees named below by payment to them of the amount opposite their name. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Parties will also file a report with the Regional Director allocating the payment(s) to the appropriate time periods. Falcon Trucking, LLC., will pay the employees named below the total amount due to each of them. Ragle, Inc., will pay the employees named below the total amount due to each of them only upon being informed by the Regional Director that efforts to obtain payment from Falcon Trucking, LLC., have failed.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
Michael Sachs	\$958.00	\$49.00	\$8.00	\$1,015.00
Kenneth Slaughter	\$1552.00	\$74.00	\$11.00	\$1,637.00
Michael Thomas Jr	\$1033.00	\$49.00	\$8.00	\$1,090.00
Daniel J Mabrey	\$4948.00	\$217.00	\$33.00	\$5,197.00
Rachelle R Boop	\$8935.00	\$400.00	\$70.00	\$9404.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s) and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Parties withdraw any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Parties and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve

the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTIES — Counsel for the Charged Parties authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Parties. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Falcon Trucking, LLC	Yes _____ Initials	No _____ Initials
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Ragle, Inc.	Yes _____ Initials	No _____ Initials
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PERFORMANCE — Performance by the Charged Parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Parties of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Parties agree that in case of non-compliance with any of the terms of this Settlement Agreement by either of the Charged Parties, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by either of the Charged Parties, the Regional Director will reissue the Consolidated Complaint previously issued on January 28, 2016, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Consolidated Complaint. The Charged Parties understand and agree that the allegations of the aforementioned consolidated complaint will be deemed admitted and their respective Answers to such consolidated complaint will be considered withdrawn. The only issue that may be raised before the Board is whether either of the Charged Parties defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the consolidated complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Parties on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Parties/Respondents at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Parties have taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Parties comply with the terms and conditions of this Settlement Agreement and Notice.

Charged Party RAGLE, INC.		Charging Party CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS	
By: Name and Title	Date	By: Name and Title	Date
Charged Party FALCON TRUCKING, LLC			
By: Name and Title	Date		
Recommended By:	Date	Approved By:	Date
JESSICA L. CHOLEWA, Field Examiner		Regional Director, Region 25	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT fail or refuse to bargain in good faith with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking employees in the following appropriate unit:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization.

WE WILL NOT unilaterally subcontract the work of the bargaining unit described above, change the way we assign work to those unit employees, reduce our compliment of employees in the unit, remove and transfer work from the unit, close portions of our Falcon Trucking operations, or otherwise unilaterally make changes in wages, hours, and other terms and conditions of employment for the employees in the appropriate unit without prior bargaining with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking unit employees described above.

WE WILL make driving assignments to Falcon Trucking unit employees as work is available.

WE WILL resume Falcon Trucking's operations and assignment practices for the work previously performed by Falcon Trucking employees represented by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS in order to restore Falcon Trucking as it existed prior to July 8, 2014, and **WE WILL** offer to Daniel J. Mabrey immediate and full reinstatement to his former or a substantially equivalent position without prejudice to his seniority or other rights and privileges.

WE WILL, jointly and severally, make Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., and Rachelle R. Boop, who not desire reinstatement, and Daniel J. Mabrey, whole for the wages and other benefits they lost because we stopped assigning them work.

WE WILL compensate Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Rachelle R. Boop, and Daniel J. Mabrey, for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file a report with the Regional Director allocating the backpay to the appropriate calendar quarters.

RAGLE, INC.

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

FALCON TRUCKING, LLC

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

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575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 p.m.

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Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	FALCON TRUCKING, LLC 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				2013
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>						

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name)

(Date)

Contact Person (for questions or additional information):

(Name of Contact)

(Contact Telephone Number)

Send Form to: Social Security Administration
Attn: CPS Back Pay Staff
7-B-15 SWT
1500 Woodlawn Drive
Baltimore, MD 21241-001

SAMPLE:

Employer Name and Address	ABC Manufacturing Co. 123 Main Street City, State, Zip					
Employer's EIN:	XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
				1		
				201		
				2		

Mike Schiff

From: Ramirez, Rebekah
Sent: Wednesday, April 06, 2016 4:11 PM
To: Mike Schiff; smorris@gmlblaw.com
Subject: Falcon Trucking and Ragle Inc.

Mike and Sam,

Since our telephone line was not very clear, I told Sam before hanging up that I would send a quick email summarizing what we talked about.

1. There is a question to the Union about whether the parties can reach an agreement now since there is only one outstanding issue (retirement benefits).
2. There is a question to the ER about whether the ER will go back to the bargaining table and bargain for a reasonable amount of time after the SA is approved without raising an argument that they no longer have a bargaining obligation because there is a one-man unit.
3. There is a question to the ER about whether Mabrey has been working much in the recent past and whether there is work available to him at the moment that the SA is approved (in other words, is there work for him in April and May, or upcoming summer months?)
4. There is a question to the ER about whether there is foreseeable work for one other driver that can be hired into the Unit by Falcon in the April/May timeframe or for summer projects?

Please add your comments or correct anything I have misstated.

I hope we can touch base one more time before the conference call with the ALJ.

Thanks!!!

Rebekah Ramirez
Field Attorney
NLRB, Region 25
phone: (317) 226-5618

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or information contained in it is strictly prohibited. If you have received this in error, please delete it and any attachments from your system without copying them and notify me immediately by return e-mail so that our records can be corrected. Thank you!

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT fail or refuse to bargain in good faith with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking employees in the following appropriate unit:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization.

WE WILL NOT unilaterally subcontract the work of the bargaining unit described above, change the way we assign work to those unit employees, reduce our compliment of employees in the unit, remove and transfer work from the unit, close portions of our Falcon Trucking operations, or otherwise unilaterally make changes in wages, hours, and other terms and conditions of employment for the employees in the appropriate unit without prior bargaining with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking unit employees described above for a reasonable time not to be less than 6 months.

WE WILL make driving assignments to Falcon Trucking unit employees as work is available.

WE WILL resume Falcon Trucking's operations and assignment practices for the work previously performed by Falcon Trucking employees represented by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS in order to restore Falcon Trucking as it existed prior to July 8, 2014, and **WE WILL** offer to Daniel J. Mabrey immediate and full reinstatement to his former or a substantially equivalent position without prejudice to his seniority or other rights and privileges.

Mike Schiff

From: Mike Schiff
Sent: Wednesday, April 13, 2016 4:16 PM
To: 'Samuel Morris'
Cc: 'Ramirez, Rebekah'
Subject: RE: Settlement Agreement Falcon Trucking/Ragle

LAW OFFICES
ZIEMER, STAYMAN, WEITZEL & SHOULDERS

20 NW First Street
Post Office Box 916
EVANSVILLE, INDIANA 47706-0916
TELEPHONE (812) 424-7575
TELECOPIER (812) 421-5076
E-Mail: MSchiff@zsws.com

April 13, 2016

Personal & Confidential

Samuel Morris
Godwin, Morris, Laurenzi, Bloomfield, P.C.
P.O. Box 3290
Memphis, TN 38173-0290

**Re: Falcon Trucking LLC & Ragle, Inc.
NLRB Case Nos. 25-CA-132518,
135316, 135335 & 159531**

Sam:

If that is the only revision to the NLRB Notice needed to bring resolution to the above-referenced Board matters then I will certainly recommend that my client agree to this additional language. Let me know.

ZIEMER, STAYMAN, WEITZEL & SHOULDERS

Mike Schiff

cc: Rebekah Ramirez

NOTE: This E-Letter and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient(s) kindly contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

From: Samuel Morris [<mailto:smorris@gmlblaw.com>]
Sent: Wednesday, April 13, 2016 3:45 PM
To: Rebekah Ramirez
Cc: Mike Schiff
Subject: Re: Settlement Agreement Falcon Trucking/Ragle

Mike, would your client agree to add in the Agreement after the six months, the language "without regard to the number of employees currently employed" ?

Samuel Morris
Godwin Morris Laurenzi Bloomfield
50 N Front St.
Memphis TN 38103
901 528 1702
901 949 1144
smorris@gmlblaw.com

From: Ramirez, Rebekah <Rebekah.Ramirez@nrlb.gov>
Sent: Monday, April 11, 2016 1:01:52 PM
To: Samuel Morris
Subject: Settlement Agreement Falcon Trucking/Ragle

Attached is a S/A and Notice with the 6 months bargaining language added to it.

Rebekah Ramirez
Field Attorney
NLRB, Region 25
phone: (317) 226-5618

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Mike Schiff

From: Ramirez, Rebekah
Sent: Friday, April 15, 2016 1:25 PM
To: Mike Schiff
Subject: Additional S/A Language proposed by Sam Morris

We Will Not direct trucking work to other vendors or non-unit employees in order to avoid assigning it to bargaining unit employees;

Rebekah Ramirez
Field Attorney
NLRB, Region 25
phone: (317) 226-5618

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or information contained in it is strictly prohibited. If you have received this in error, please delete it and any attachments from your system without copying them and notify me immediately by return e-mail so that our records can be corrected. Thank you!

Mike Schiff

From: Ramirez, Rebekah
Sent: Friday, April 15, 2016 5:09 PM
To: mschiff@zsws.com
Subject: Fwd: Ragle/Falcon
Attachments: Settlement Agreement- Falcon Ragle 4-15-16.docx

Sam Morris will sign the attached and will fax to me today. Please review. It's what we talked about. If you agree too, please sign, initial and scan or fax back to me.

Thanks!

Sent from my iPhone

SETTLEMENT CHECKLIST

Notice Posting

Locations of Posting Shop office of the Employer's facility at 5266 Vann Road

Languages on Notice _____

If CB charge, UN has been notified it must post on UN bulletin board at ER facility if one exists _____

Yes

No

Notice Mailing

Who will do mailing? Region If Region, when will addresses be provided? have been provided and are in the e-case file. To whom will Notices be mailed? To the 5 discriminatees named on the SA

____ Notice Reading

Who will read the Notice? _____

Board agent will be allowed to attend reading? _____

Yes

No

Which employees will attend the reading? _____

Reading will be held within 60 day posting period? _____

Yes

No

____ Electronic Distribution

To whom will Notices be e-mailed? _____

CP will forward Compliance Officer copy of e-mail? _____

Yes

No

What will e-mail say? (See OM 12-57) _____

____ Posting on Intra/Internet

Where will Notice be posted? _____

Appropriate individuals have access to intra/internet site? _____

Yes

No

CP will send Compliance Officer copy of posting? _____

Yes

No

CP will provide Compliance Officer with password if necessary? _____

Yes

No

Backpay

All amounts owed have been agreed to? Yes No If no, how will backpay be calculated? _____

If yes, ICM is in file showing calculations? _____

Yes

No

CP acknowledges appropriate withholdings must be made? _____

Yes

No

Backpay includes excess tax liability? _____

Yes

No

If no, why not? _____

CP will submit SSA form? _____

Yes

No

If no, why not? _____

Checks will be delivered to Region? _____

Yes

No

If no, how will they be distributed? _____

If Finance will distribute: _____
Will Employer's share of FICA be included in lump sum? Yes No

What is Employer's Federal Tax ID? _____

Date: 4/15/16

Completed by: Rebekah Ramirez

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**FALCON TRUCKING, LLC AND RAGLE INC., A SINGLE
EMPLOYER AND/OR JOINT EMPLOYERS**

**Cases 25-CA-132518
25-CA-135316, 25-CA-
135335, 25-CA-159531**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Parties and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Parties in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Parties will then sign and date those Notices and immediately post them in the shop office at the Employer's facility at 5266 Vann Road. The Charged Parties will keep all Notices posted for 60 consecutive days after the initial posting. The Regional Office will copy and mail a copy of the attached Notice to all current employees and former employees who were employed at any time since June 1, 2014. Those Notices will be signed by a responsible official of the Charged Parties and show the date of mailing. The Charged Parties will provide the Regional Director with a list of names and addresses of employees to whom the Notices are to be mailed.

COMPLIANCE WITH NOTICE — The Charged Parties will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE --- By entering into this Settlement Agreement, the Charged Parties do not admit that they have violated the National Labor Relations Act.

BACKPAY — Within 14 days from approval of this agreement, the Charged Parties will assume joint and several liability for making whole the employees named below by payment to them of the amount opposite their name. The Charged Parties will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Parties will also file a report with the Regional Director allocating the payment(s) to the appropriate time periods. Falcon Trucking, LLC., will pay the employees named below the total amount due to each of them. Ragle, Inc., will pay the employees named below the total amount due to each of them only upon being informed by the Regional Director that efforts to obtain payment from Falcon Trucking, LLC., have failed.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Tax</u>	<u>Total</u>
Michael Sachs	\$958.00	\$49.00	\$8.00	\$1,015.00
Kenneth Slaughter	\$1552.00	\$74.00	\$11.00	\$1,637.00
Michael Thomas Jr.	\$1033.00	\$49.00	\$8.00	\$1,090.00
Daniel J Mabrey	\$4948.00	\$217.00	\$33.00	\$5,197.00
Rachelle R Boop	\$8935.00	\$400.00	\$70.00	\$9,404.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s) and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director

Charged Party RAGLE, INC.		Charging Party CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS	
By: Name and Title	Date	By: Name and Title	Date
Charged Party FALCON TRUCKING, LLC			
By: Name and Title	Date		
Recommended By:	Date	Approved By:	Date
REBEKAH RAMIREZ, Field Attorney		Regional Director, Region 25	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT fail or refuse to bargain in good faith with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking employees in the following appropriate unit:

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; BUT EXCLUDING all office employees, clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana facility.

WE WILL NOT refuse to assign work to Falcon employees because of their membership in or support of CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization.

WE WILL NOT unilaterally subcontract the work of the bargaining unit described above, change the way we assign work to those unit employees, reduce our compliment of employees in the unit, remove and transfer work from the unit, close portions of our trucking operations, or otherwise unilaterally make changes in wages, hours, and other terms and conditions of employment for the employees in the appropriate unit without prior bargaining with the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

WE WILL NOT make it appear to you that we are watching out for your union activities.

WE WILL NOT ask you about employee support for a union.

WE WILL NOT threaten you with closure of the facility or lack of work if you choose to be represented by or support a union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS as the exclusive collective-bargaining representative of Falcon Trucking, LLC and Ragle Inc., a single employer and/or joint employer, employees of the unit described above for a reasonable time not to be less than 6 months, regardless of the number of employees in the employee complement during that time.

WE WILL resume Falcon Trucking's operations and assignment practices for the work previously performed by Falcon Trucking employees represented by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS in order to restore Falcon Trucking as it existed prior to July 8, 2014, and **WE WILL** offer to Daniel J. Mabrey immediate and full reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges.

WE WILL, jointly and severally, make Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., and Rachelle R. Boop, who do not desire reinstatement, and Daniel J. Mabrey, whole for the wages and other benefits they lost because we stopped assigning them work.

WE WILL compensate Michael Sachs, Kenneth Slaughter, Michael Thomas Jr., Daniel J. Mabrey, and Rachelle R. Boop for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

WE WILL file a report with the Regional Director allocating the backpay to the appropriate calendar quarters.

RAGLE, INC.

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

FALCON TRUCKING, LLC

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Telephone: (317)226-7381
Hours of Operation: 8:30 a.m. to 5 p.m.

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.

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	RAGLE, INC and Falcon Trucking, LLC 5266 Vann Rd., P.O. Box 444, Newburgh, IN 47629					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)* Award Amount and Period(s)	(3)** Other Soc. Sec./ Med. Wages Paid in Award Year		(4)*** Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
<p>*Exclude amounts specifically designated as damages, penalties, etc.</p> <p>**Exclude the amount of backpay, if any, included in that amount.</p> <p>***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.</p>						

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

_____ (Sign Name)

_____ (Date)

Contact Person (for questions or additional information):

_____ (Name of Contact)

_____ (Contact Telephone Number)

Send Form to: Social Security Administration
Attn: CPS Back Pay Staff
7-B-15 SWT
1500 Woodlawn Drive
Baltimore, MD 21241-001

SAMPLE:

Employer Name and Address	ABC Manufacturing Co. 123 Main Street City, State, Zip					
Employer's EIN:	XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:			2013	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec	Med./MQGE
xxx-xx-xxxx HELEN T. SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	200	\$20,000	\$20,000
				9	\$25,000	\$25,000
				201	\$27,000	\$27,000
				0	\$28,000	\$28,000
				201		
				1		
				201		
				2		



December 15, 2016

Via Electronic Mail

Rebekah Ramirez
National Labor Relations Board
Region 25
575 N. Pennsylvania St. - Room 238
Indianapolis, IN 46204-1577

Re: Falcon Trucking, LLC & Ragle, Inc.
NLRB Case No. 25-CA-188022

Dear Ms. Ramirez:

Please treat this as the formal Statement of Position on behalf of the Employer, Falcon Trucking, LLC ("Respondent" or "Falcon Trucking"), in the above-referenced matter. This Statement of Position is being provided to assist in the investigatory process. It does not reflect a comprehensive recitation of all of the facts involved in this matter, primarily due to the time constraints imposed by the Regional Office in responding to this claim. The facts set forth below are believed to be accurate based on our investigation to date, but Falcon Trucking reserves the right to amend its response and/or provide additional information.

Respondent denies that it is a "Joint Employer" with Ragle, Inc. Respondent also denies the Charging Party's allegations that it has both violated Sections 8(a)(3) and (5) of the Act and violated the Settlement Agreement reached by the parties in April of this year in Cases 25-CA-132518, 25-CA-135316, 25-CA-135335 and 25-CA-159531.

Request for Information

In your email correspondence dated December 9, 2016, you listed five (5) separate items of inquiry or request to which the Respondent answers as follows:

1. [Please provide] documents that show how many truck drivers Falcon Trucking has on its payroll by month since 4/15/16 (the day that the Settlement Agreement was signed).

RESPONSE: Attached as **Exhibit A** is a Check Register for Falcon Trucking reflecting that the only tri-axle truck driver employee that has worked for Respondent since at least April 15, 2016 is Daniel J. Mabrey. As you know all of the other individuals that had worked for Falcon Trucking as tri-axle truck drivers had found other jobs and waived reinstatement to employment with Falcon Trucking.

2. [Please provide] documents that show how many truck drivers Ragle has on its payroll by month since 4/15/16.

RESPONSE: Ragle, Inc. does not operate any tri-axle trucks nor has it employed any tri-axle truck drivers during the time period in question.

3. [Please provide] documents that show all trucking assignments that Falcon has performed for Ragle since 4/15/16 and documents showing trucking assignments that Falcon has performed for any other company during the same time period.

RESPONSE: Attached as **Exhibit B** are copies of Falcon Trucking invoices reflecting the tri-axle driving work performed by Falcon Trucking for the time period requested. These records reflect that Falcon Trucking provided tri-axle driving services to only two (2) companies – Ragle, Inc. and Nash and Sons Trucking.

4. [Please provide] documents showing all companies, individuals, and/or independent contractors performing trucking services for Ragle since 4/15/16, including subcontractors. In cases where Falcon was not assigned the trucking job, please provide an explanation.

RESPONSE: Attached as **Exhibit C** are copies of Ragle, Inc. Job History Detail Reports reflecting entities, including Falcon Trucking, that have provided tri-axle driving services to Ragle, Inc. for the time period requested. On the projects performed in the local area during the time period requested, Ragle, Inc. has been contractually obligated to meet either 12% participation goals for MBE entities or anywhere from 7% to 14% participation goals for WBE entities. The need to contractually satisfy these MBE/WBE goals limits the amount of available tri-axle driving work that can be assigned to Falcon Trucking. Attached as **Exhibit D** are the Addendums and/or contract supplements reflecting the DBE/WBE participation percentages to which Ragle, Inc. has been contractually obligated for the various projects in question.

5. Provide bargaining status, dates parties have met for bargaining, length of time bargaining, and any collective bargaining drafts.

RESPONSE: The parties' very first face-to-face negotiation session took place on or about September 30, 2014. Since that date the parties have met on or about the dates of November 12, 2014, December 2, 2014, January 9, 2015, January 20, 2015, February 6, 2015, March 31, 2015, April 16, 2015, April 30, 2015, May 26, 2015, June 30, 2015, August 4, 2015, May 6, 2016, May 20, 2016, July 25, 2016, August 22, 2016 and October 20, 2016.¹ Proposals and issues pertaining thereto have been fully discussed and counter-proposals have been exchanged by the parties during their

¹ Negotiation meetings had also been scheduled for October 28, 2014, June 21, 2016, and September 14, 2016 but the Union cancelled the meetings scheduled for these dates.

negotiations. The parties reached tentative agreement on all nearly all issues with the exception of retirement. The Union continued to propose that Falcon Trucking participate in either the Central States Pension Fund or the Western Conference of Teamsters Pension Trust. Falcon Trucking has concerns about the financial woes of the Funds, the potential for withdrawal liability under the MultiEmployer Pension Plan Amendment Act of 1980 and has continually proposed that bargaining unit employee retirement benefits be in the form of a defined contribution plan. Attached as **Exhibit E** is a copy of the most recent collective bargaining draft the parties have been working from.

Withdrawal of Recognition

On December 14, 2016, Falcon Trucking informed the Charging Party that inasmuch as the bargaining unit consists of only one employee, it has decided to withdraw recognition of the Union as bargaining representative (see **Exhibit F**). The Board has long held that it will not effectuate the purposes of the Act to require an employer to bargain in a unit consisting of only one employee. Virginia-Carolina Chemical Corp., 104 NLRB 69 (1953); Foreign Car Center, 129 NLRB 319 (1960); Westinghouse Electric, 179 NLRB 289 (1969); Stern Made Dress Co., 218 NLRB 372 (1975). As you know, other than Daniel Mabrey all of Falcon Trucking's employees left employment with the company many months ago and waived any claim for reinstatement. Respondent submits that inasmuch as the bargaining unit certified by the Board has for some time now consisted of only one employee, it would not effectuate the policies of the Act to proceed further against Respondent in this matter and asks that in the absence of its withdrawal the Regional Director dismiss the unfair labor practice charge in this matter.

Conclusion

This formal Statement of Position has been submitted to aid you in your investigation of the ULP charges filed by Teamsters, Local 215. We believe that your receipt of this formal Statement of Position and the accompanying documents should assist you in promptly completing your investigation and determining that there is no merit whatsoever to the Union's ULP Charge. If you have any additional questions or desire elaboration on Respondent's position, please direct any such inquiries to the undersigned.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS



Wm. Michael Schiff



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 25
575 N Pennsylvania St Ste 238
Indianapolis, IN 46204-1520

Agency Website: www.nlr.gov
Telephone: (317)226-7381
Fax: (317)226-5103



Download
NLRB
Mobile App

December 22, 2016

JASON RAGLE, Employer Representative
FALCON TRUCKING/RAGLE
CONSTRUCTION, JOINT EMPLOYERS
5266 Vann Road
PO Box 444
Newburgh, IN 47629

Re: Falcon Trucking/Ragle Construction, Joint
Employers
Case 25-CA-190267

Dear Mr. RAGLE:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney REBEKAH RAMIREZ whose telephone number is (317)991-7625. If this Board agent is not available, you may contact Supervisory Attorney MICHAEL T. BECK whose telephone number is (317)991-7638.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

December 22, 2016

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

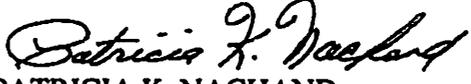
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,


PATRICIA K. NACHAND
Regional Director

Enclosure: Copy of Charge

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
25-CA-190267	12/20/16

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Falcon Trucking/Ragle Construction, Joint Employers

b. Tel. No. 812.853.8590

c. Cell No.

f. Fax No. 812.853.9578

g. e-Mail

h. Number of workers employed

d. Address (Street, city, state, and ZIP code)

5266 Vann Road
P.O. Box
Newburgh, IN 47629

e. Employer Representative

Jason Ragle

i. Type of Establishment (factory, mine, wholesaler, etc.)
Trucking

j. Identify principal product or service
Hauling Material

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since on or about December 19, 2016, the Employer, by its officers, agents, and representatives, has refused to bargain with Teamsters Local 215, a labor organization chosen by a majority of employees in a unit appropriate for bargaining, by withdrawing recognition.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Teamsters Local 215

4a. Address (Street and number, city, state, and ZIP code)

825 Walnut Street
P.O. Box 1040
Newburgh, IN 47706

4b. Tel. No. 812.424.6471

4c. Cell No.

4d. Fax No. 812.424.6476

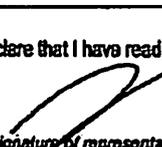
4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Brotherhood of Teamsters

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 901.528.1702

By  (signature of representative or person making charge)

Samuel Morris, Attorney
(Print/type name and title or office, if any)

Office, if any, Cell No. 901.949.1144/901.483.0838

Fax No. 901.528.0246

e-Mail smorris@gmlblaw.com

Address 50 North Front Street, Suite 800 Memphis, TN 38103

Dec. 20, 2016
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



ZIEMER STAYMAN
WEITZEL SHOULDERS LLP
ATTORNEYS AT LAW

20 NW FIRST STREET NINTH FLOOR PC BOX 916
EVANSVILLE INDIANA 47705-0916
PHONE 812 424 7575 FAX 812 421 5089
ZSWS.COM

January 17, 2017

Via Electronic Mail

Rebekah Ramirez
National Labor Relations Board
Region 25
575 N. Pennsylvania St. - Room 238
Indianapolis, IN 46204-1577

Re: Falcon Trucking/Ragle Construction
NLRB Case No. 25-CA-190267

Dear Ms. Ramirez:

Please treat this as the formal Statement of Position on behalf of the Respondent ("Respondent" or "Employer"), in the above-referenced matter. This Statement of Position is being provided to assist in the investigatory process. It does not reflect a comprehensive recitation of all of the facts involved in this matter, primarily due to the time constraints imposed by the Regional Office in responding to this claim. The facts set forth below are believed to be accurate based on our investigation to date, but Respondent reserves the right to amend its response and/or provide additional information.

Respondent denies that Falcon Trucking, LLC and Ragle, Inc. are a "Joint Employer." Respondent also denies the Charging Party's allegations that it has violated Sections 8(a)(1) and (5) of the Act by withdrawing recognition from the Union. Finally, Respondent's position as to Section 10(j) injunctive relief in this matter is that it would not be appropriate or warranted as there has been no violation of the NLRA.

Request for Information

In your correspondence dated January 11, 2017, you listed three (3) separate items of inquiry or requests to which the Respondent answers as follows:

1. Respond to allegation that the Employer has intentionally maintained a one-man bargaining unit in order to withdraw recognition.

RESPONSE: The Employer denies this allegation.

2. Respond to the allegation that the Employer has continued to perform bargaining unit work with subcontractors and Ragle employees/Ragle trucks in order to keep a one-man unit at Falcon Trucking; specifically the Union claims that bargaining unit work is being performed at: North Main Street job in Evansville, a new Doubletree hotel downtown, and city sewer work.

Rebekah Ramirez
January 17, 2017
Page 2

RESPONSE: Respondent would refer you to its Position Statement in NLRB Case No. 25-CA-188022 and the facts outlined therein with respect to work being performed by the Employer. Respondent denies that Ragle employees/Ragle trucks are being used to perform "bargaining unit" work. As noted previously Ragle does not operate any tri-axle trucks nor has it employed any tri-axle truck drivers on any of the jobs mentioned above.

3. Provide all reason why the Employer has withdrawn recognition from the Union.

RESPONSE: The Employer withdrew recognition since for some time now the bargaining unit certified by the Regional Director has consisted only one employee. As noted previously, the Board has long held that it does not effectuate the purposes of the Act to require an employer to bargain in a unit consisting of only one employee. Virginia-Carolina Chemical Corp., 104 NLRB 69 (1953); Foreign Car Center, 129 NLRB 319 (1960); Westinghouse Electric, 179 NLRB 289 (1969); Stern Made Dress Co., 218 NLRB 372 (1975).

Conclusion

This formal Statement of Position has been submitted to aid you in your investigation of the ULP charges filed by Teamsters, Local 215. We believe that your receipt of this formal Statement of Position should assist you in promptly completing your investigation and determining that there is no merit whatsoever to the Union's ULP Charge. If you have any additional questions or desire elaboration on Respondent's position, please direct any such inquiries to the undersigned.

Sincerely,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS



Wm. Michael Schiff

WMS\
Enclosures

Mike Schiff

From: Mike Schiff
Sent: Tuesday, March 14, 2017 4:15 PM
To: 'Ramirez, Rebekah'
Subject: Falcon Trucking LLC & Ragle, Inc. - NLRB Case No. 25-CA-188022

LAW OFFICES
ZIEMER, STAYMAN, WEITZEL & SHOULDERS

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E-Mail: MSchiff@zsws.com

March 14, 2017

Personal & Confidential

Rebekah Ramirez
National Labor Relations Board
Region 25
575 North Pennsylvania Street - Room 238
Indianapolis, IN 46204-1577

**Re: Falcon Trucking LLC & Ragle, Inc.
NLRB Case No. 25-CA-188022**

Dear Field Attorney Ramirez:

Please allow this to acknowledge my receipt of your email and correspondence of this date in the above-referenced matter. Your letter states that the Region has found merit to the Union's allegations that Respondent is in breach of the Settlement Agreement in Case 25-CA-132518 et. al. in that:

“ . . . the Region has determined that operations at Falcon Trucking have not been restored as they existed prior to July 8, 2014, as was required by the settlement agreement.”

You go on to note that your letter serves as 14 days' notice that the Region considers the employer is in non-compliance and that if non-compliance is not remedied within 14 days, the Region intends to reissue the Consolidated Complaint in Case 25-CA-132518 et. al. You close by noting that I may contact you if I have any questions.

My question to you is what specifically is it that the Region asserts must be done in order to be compliant with the Settlement Agreement? Or stated differently what specific actions or steps

does the Region contend must be taken to restore Falcon Trucking operations as they existed prior to July 8, 2014? Your clear and detailed response to these inquiries would be appreciated.

Best Regards,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS

Mike Schiff

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From: Ramirez, Rebekah [<mailto:Rebekah.Ramirez@nlrb.gov>]

Sent: Tuesday, March 14, 2017 11:17 AM

To: Mike Schiff

Subject: Falcon Trucking/Ragle, Case 25-CA-188022

Dear Mike,

Attached please find a letter providing your client with a 14-days' notice to comply with the prior settlement agreement in this matter.

Please contact me with any questions or concerns.

Sincerely,

Rebekah Ramirez
Field Attorney
NLRB, Region 25
phone: (317) 991-7625

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Mike Schiff

From: Ramirez, Rebekah
Sent: Wednesday, March 22, 2017 1:07 PM
To: Mike Schiff
Subject: RE: Falcon Trucking LLC & Ragle, Inc. - NLRB Case No. 25-CA-188022

Dear Mr. Schiff,

This is in response to your letter dated March 14th requesting that the Region provide you with what specifically we contend that your client must do to be in compliance with the Settlement Agreement.

The Settlement Agreement states that the Employer will resume Falcon Trucking's operations and assignment practices for the work performed by Falcon Trucking employees in order to restore Falcon Trucking as it existed prior to July 8, 2014. Based on the documentary evidence obtained by the Region, Falcon Trucking had 5 truck drivers as of the date of the union election on June 27, 2014. Further, Falcon Trucking had between 3 to 4 drivers from February to April 2014, and 5 truck drivers in May 2014. In 2013, the company had between 3 to 5 full-time truck drivers employed. In 2013, Ragle spent almost half a million dollars in trucking services, with 54% of that business going to Falcon Trucking. Ragle paid Falcon Trucking over \$500k in services from January 2013 to May 2014. The documents show that after the election, most of the trucking work went to Starnes Trucking and R&J Trucking. R&J is not a minority owned business. The documents also show that shortly after the election, a Ragle supervisor formed SAMM Trucking, who hired one of the former Falcon Trucking truck drivers. Ragle immediately started using the services of SAMM Trucking, and continues to date. The Region sees no indication that the Employer has taken any steps to restore or resume operations as they existed prior to July 8, 2016, and as shown by Ragle's and Falcon Trucking's own documents. Even if we take into account Ragle's claims that it uses other trucking companies to comply with its contractual obligations to hire MBEs, the documents show that Ragle uses MBE at a much higher % than what is contractually required. To be in compliance with the Settlement Agreement, the Employer will need to show that Falcon Trucking's business goes back to somewhere closer to 54% of Ragle's total trucking needs. Additionally, the Employer will need to recognize the Union and go back to the bargaining table. The Region would also need to get the Union involved to determine whether compliance has been achieved after the Employer takes any necessary steps to get Falcon Trucking's operations to resemble pre-July 2014 conditions, i.e., > 2 drivers that are getting assigned about 50% of Ragle's trucking needs.

I hope that this email provides the clarification you are seeking. Let me know if I can be of any other assistance. Feel free to email or call with any other concerns or questions.

Sincerely,

Rebekah

Rebekah Ramirez
Field Attorney
NLRB, Region 25
phone: (317) 991-7625

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From: Mike Schiff [<mailto:mschiff@zsws.com>]
Sent: Tuesday, March 21, 2017 1:51 PM
To: Ramirez, Rebekah <Rebekah.Ramirez@nlrb.gov>
Subject: Falcon Trucking LLC & Ragle, Inc. - NLRB Case No. 25-CA-188022

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March 21, 2017

Personal & Confidential

Rebekah Ramirez
National Labor Relations Board
Region 25
575 North Pennsylvania Street - Room 238
Indianapolis, IN 46204-1577

Re: Falcon Trucking LLC & Ragle, Inc.
NLRB Case No. 25-CA-188022

Dear Field Attorney Ramirez:

It has been a week since I communicated with you regarding the above-referenced matter and I have heard nothing from you. Would you please confirm that you received my March 14th email (copy attached) to you? As requested previously I would appreciate a clear and detailed response to the questions I posed to you on March 14, 2017.

Best Regards,

ZIEMER, STAYMAN, WEITZEL & SHOULDERS

Mike Schiff

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