

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

SHAMROCK CARTAGE, INC.

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT), LOCAL UNION NO. 413

Cases 09-CA-204232
09-CA-205156
09-CA-207419

COUNSEL FOR THE GENERAL COUNSEL'S
MOTION FOR DEFAULT JUDGMENT

The General Counsel (General Counsel), by the undersigned Counsel for the General Counsel, moves that:

1. In order to effectuate the purposes of the National Labor Relations Act (the Act) and to avoid unnecessary costs or delay, the National Labor Relations Board (the Board) should exercise its power under Section 102.50 of the Board's Rules and Regulations, Series 8, as amended (the Board's Rules and Regulations) and transfer this proceeding to the Board.
2. Pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, and the terms of an informal Board settlement agreement between the parties and approved by the Regional Director for Region 9 of the Board, that all of the allegations of the re-issued complaint in Case 09-CA-204232 and in the issued consolidated complaint in Cases 09-CA-205156 and 09-CA-207419 be admitted to be true, and be so found by the Board, for the failure of Respondent to abide by the terms of the informal Board settlement agreement by engaging in the conduct alleged in Case 09-CA-219396. (A true copy of the charges and amended charges in Cases 09-CA-204232, 09-CA-205156, 09-CA-207419, the informal Board

settlement agreement, and issued complaint with proof of service, are attached hereto as Exhibits A, B, C, D, E, F and G, respectively.)

3. A decision issue, including findings of fact and conclusions of law, and providing for a remedial order, in accordance with paragraph 2 above for the reasons set forth in the supporting memorandum filed herewith.

Dated: January 14, 2019

/s/ Joseph Tansino

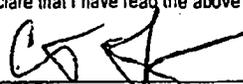
Joseph Tansino, Counsel for the General Counsel
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 09-CA-204232	Date Filed 8-10-17

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 Shamrock Cartage, Inc.	b. Tel. No. 779-205-3668
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 2140 Maxim Drive, Rockdale, IL 60436	e. Employer Representative Dan O'Brien, President
	g. e-Mail dan.obrien@shamrockcartage
	h. Number of workers employed 12
i. Type of Establishment (factory, mine, wholesaler, etc.) yard hostler	j. Identify principal product or service yard hostler, spotter
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) (3) _____ 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) On or about August 3, 2017, Teamsters Local 413 filed an election petition seeking to represent a group of yard hostler and spotter drivers employed by the above-named Employer. On or about August 8, 2017, the Employer discriminated against employee Shane Smith by terminating him in retaliation for engaging in protected, concerted activity in violation of Section 8(a)(3) of the Act. Since on or about August 3, 2017, and at all times thereafter, the Employer has issued threats, including threatening employees with termination and closure of the operation for engaging in protected, concerted activity, as well as illegally interrogated employees in violation of Section 8(a)(1) of the Act. By the above and by other acts and conduct, the Employer has unlawfully restrained and coerced employees in violation of Section 8(a)(1) of the Act. Injunctive relief under Section 10(j) of the Act is requested.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Brotherhood of Teamsters, Local Union No. 413	
4a. Address (Street and number, city, state, and ZIP code) 555 E. Rich Street, Columbus, Ohio 43215	4b. Tel. No. 614-228-6492, ext. 22
	4c. Cell No. 614-206-9197
	4d. Fax No. 614-228-3933
	4e. e-Mail ted.beardsley@teamsters413.c
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.	
By  (Signature of representative or person making charge)	Clement L. Tsao, attorney (Print/type name and title or office, if any)
Address 30 Garfield Place, Suite 540, Cincinnati, OH 45202	8/10/2017 (date)
	Tel. No. 513-287-6987
	Office, if any, Cell No. 513-390-6652
	Fax No. 513-721-1178
	e-Mail ctsao@econjustice.com

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.

INTERNET
FORM NLRB 501
(2-08)

FIRST AMENDED

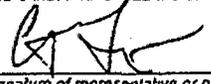
UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE.

Case
09-CA-204232Date Filed
October 2, 2017

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 Shamrock Cartage, Inc	b Tel No 779-205-3668
	c Cell No
	f Fax No 779-205-3672
d Address (Street, city, state, and ZIP code) 760 Twin Rail Drive Minooka, IL 60447	e Employer Representative Dan O'Brien, President
	g e-Mail dan.obrien@shamrockcartage
	h Number of workers employed ~12
i Type of Establishment (factory, mine, wholesaler, etc) yard hostler	j Identify principal product or service truck spotting and hostler services
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) (3) _____ 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) On or about August 3, 2017, Teamsters Local 413 filed an election petition seeking to represent a group of yard hostler and spotter drivers employed by the above-named Employer On or about August 2, 2017, the Employer issued a warning to employee Shane Smith On or about August 8, 2017, the Employer discriminated against Smith by terminating him in retaliation for engaging in protected, concerted activity in violation of Section 8(a)(3) of the Act Since on or about August 3, 2017, and at all times thereafter, the Employer has issued threats, including threatening employees with termination and closure of the operation for engaging in protected, concerted activity - in violation of Section 8(a)(1) of the Act By the above and by other acts and conduct, the Employer has unlawfully restrained and coerced employees in violation of Section 8(a)(1) of the Act Injunctive relief under Section 10(j) of the Act is requested	
3 Full name of party filing charge (if labor organization, give full name, including local name and number) International Brotherhood of Teamsters, Local Union No 413	
4a Address (Street and number, city state, and ZIP code) 555 E Rich Street Columbus, Ohio 43215	4b Tel No 614-228-6492, ext 22
	4c Cell No 614-206-9197
	4d Fax No 614-228-3933
	4e e-Mail ted.beardsley@teamsters413.c
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	
By  (signature of representative or person making charge)	Tel No 513-287-6987
Clement L. Tsao, attorney (Print type name and title or office if any)	Office, if any, Cell No 513-390-6652
	Fax No 513-721-1178
	e-Mail ctsao@econjustice.com
Address 30 Garfield Place, Suite 540, Cincinnati, OH 45202	10/2/2017 (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.

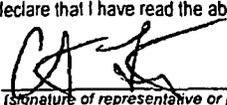
EXHIBIT B

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 09-CA-205156	Date Filed 8/25/17

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 Shamrock Cartage, Inc.	b. Tel. No. 779-205-3668
	c. Cell No.
	f. Fax No. 779-205-3672
d. Address (Street, city, state, and ZIP code) 760 Twin Rail Drive Minooka, IL 60447	e. Employer Representative Dan O'Brien, President
	g. e-Mail dan.obrien@shamrockcartage
	h. Number of workers employed 12
i. Type of Establishment (factory, mine, wholesaler, etc.) yard hostler	j. Identify principal product or service truck spotting and hostler services
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) (1) _____ 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)	
On or about August 17 or 18, 2017, one week before a union election, the Employer granted vacation and 401(k) retirement benefits, as well as distributed cash to all employees in a deliberate attempt to discourage employees from voting for the union - all in violation of Section 8(a)(1) of the Act.	
By the above and by other acts and conduct, the Employer has unlawfully restrained and coerced employees in violation of Section 8(a)(1) of the Act, and unlawfully interfered with employees' Section 7 rights. The Charging Party continues to request 10(j) relief.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Brotherhood of Teamsters, Local Union No. 413	
4a. Address (Street and number, city, state, and ZIP code) 555 E. Rich Street, Columbus, Ohio 43215	4b. Tel. No. 614-228-6492, ext. 22
	4c. Cell No. 614-206-9197
	4d. Fax No. 614-228-3933
	4e. e-Mail ted.beardsley@teamsters413.c
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.	
By  (Signature of representative or person making charge)	Clement L. Tsao, attorney (Print/Type name and title or office, if any)
30 Garfield Place, Suite 540, Cincinnati, OH 45202	
8/25/2017 (date)	
Tel. No. 513-287-6987	
Office, if any, Cell No. 513-390-6652	
Fax No. 513-721-1178	
e-Mail ctsao@econjustice.com	

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.

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
09-CA-205156	October 31, 2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Shamrock Cartage, Inc.		b. Tel. No. (779)205-3668
		c. Cell No.
d. Address (street, city, state ZIP code) 760 Twin Rail Dr, Minooka, IL 60447-8850	e. Employer Representative Dan O'Brien, President	f. Fax No. (779)205-3672
		g. e-Mail dan.obrien@shamrockcartage
		h. Dispute Location (City and State) Groveport, OH
i. Type of Establishment (factory, nursing home, hotel) yard hostler	j. Principal Product or Service truck spotting and hostler services	k. Number of workers at dispute location 12

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) 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)

On or about August 17 or 18, 2017, one week before a union election, the Employer granted vacation and 401(k) retirement benefits, as well as distributed cash to all employees in a deliberate attempt to discourage employees from voting for the Union - all in violation of Section 8(a)(1) of the Act.

About August 2017, the Employer by Site Supervisor Jason Caccamo, interrogated an employee about union activity and directed the employee to surveil the union activities of other employees and report their activity back to him.

Since about mid-August 2017, and while the mail balloting was underway for the representation election, the Employer, by Owner Dan O'Brien; in one-on-one conversations in O'Brien's personal vehicle at the Kraft and Pepsi jobsites, solicited grievances from employees to discourage union support. During the same period, Owner Matt Harper also solicited employee grievances.

By the above and by other acts and conduct, the Employer has unlawfully restrained and coerced employees in violation of Section 8(a)(1) of the Act, and unlawfully interfered with employees' Section 7 rights. The Charging Party continues to request 10(j) relief.

3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Brotherhood of Teamsters Local Union No. 413	
4a. Address (street and number, city, state, and ZIP code) 555 E Rich St, Columbus, OH 43215-5356	4b. Tel. No. (614)228-6429 EXT. 22
	4c. Cell No. (614)206-9197
	4d. Fax No. (614)228-3933
	4e. e-Mail Ted.beardsley@teamsters413.com
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. (513)287-6987
By:  (signature of representative or person making charge)	Office, if any, Cell No. (513)390-6652
Clement L. Tsao, Attorney Print Name and Title	Fax No. (513)721-1178
Address: 30 Garfield Place, Ste 540, Cincinnati, OH 45202	e-Mail cltsao@econjustice.com
Date: 10/30/2017	

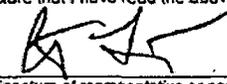
WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
 PRIVACY ACT STATEMENT

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.

DO NOT WRITE IN THIS SPACE	
Case 09-CA-207419	Date Filed October 4, 2017

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 Shamrock Cartage, Inc.	b. Tel. No. 779-205-3668
	c. Cell No.
	f. Fax No. 779-205-3672
d. Address (Street, city, state, and ZIP code) 760 Twin Rail Drive Minooka, IL 60447	e. Employer Representative Dan O'Brien, President
	g. e-Mail dan.obrien@shamrockcartage
	h. Number of workers employed ~12
i. Type of Establishment (factory, mine, wholesaler, etc.) yard hostler	j. Identify principal product or service truck spotting and hostler services
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) On or about August 3, 2017, Teamsters Local Union No. 413 (Union) filed an election petition seeking to represent a group of yard hostler and spotter drivers employed by the above-named Employer. On or about August 3, 2017, the Union also notified the Employer that the Union had been designated by the majority of the employees as the collective bargaining representative, offered to submit the showing of interest for verification, requested the Employer to recognize the Union as the collective bargaining representative, and requested to bargain with the Employer over conditions of employment for these same employees. To date, the Employer has failed to respond to the Union's requests, and refused to bargain - in violation of Section 8(a)(5) of the Act. See Attachment to Charge Against Employer.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Brotherhood of Teamsters, Local Union No. 413	
4a. Address (Street and number, city, state, and ZIP code) 555 E. Rich Street Columbus, Ohio 43215	4b. Tel. No. 614-228-6492, ext. 22
	4c. Cell No. 614-206-9197
	4d. Fax No. 614-228-3933
	4e. e-Mail ted.beardsley@teamsters413.c
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.	
By  (signature of representative or person making charge)	Clement L. Tsao, attorney (Print/Type name and title or office, if any)
	Tel. No. 513-287-6987
	Office, if any, Cell No. 513-390-6652
	Fax No. 513-721-1178
	e-Mail ctsao@econjustice.com
Address 30 Garfield Place, Suite 540, Cincinnati, OH 45202 10/4/2017 (date)	

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

PRIVACY ACT STATEMENT SECTION 6

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.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
SHAMROCK CARTAGE, INC.

Cases 09-CA-204232
09-CA-205156
09-CA-207419

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party 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 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 at the Kraft Heinz Foods Company/DHL jobsite located at 2842 Spiegel Drive, Groveport, Ohio and at the Pepsi Company/Ryder Logistics jobsite located at 3880 Groveport Road, Obetz, Ohio in areas in which notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet where notices to employees are customarily posted and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees of the Charged Party who work at the facilities located at the Kraft Heinz Foods Company/DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Pepsi Company/Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 9 of the National Labor Relations Board in Case(s) 09-CA-204232, 09-CA-205156 and 09-CA-207419." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at ann.behrle@nlrb.gov.

READING OF NOTICE—The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent and a representative of the Union. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date, site and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

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

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

previously issued on October 13, 2017 in Case 09-CA-204232, and will also issue a Complaint in Cases 09-CA-205156 and 09-CA-207419, and consolidate the cases together (together referred herein as "Complaint"). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted and its Answer to the original complaint in Case 09-CA-204232 will be considered withdrawn. Charged Party further understands and agrees that it will have waived its right to file an Answer to the additional allegations raised in Cases 09-CA-205156 and 09-CA-207419, and its right to file an Answer to all 3 cases should they be consolidated in to one Complaint. The only issue that may be raised before the Board is whether the Charged Party 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 Party 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 Party has 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 Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Shamrock Cartage, Inc.		Charging Party International Brotherhood of Teamsters, Local Union 413	
By: Name and Title	Date	By: Name and Title	Date
/s/ Dan O'Brien, President	11/8/2017	/s/ Clement L. Tsao	11/9/2017
Print Name and Title below		Print Name and Title below	
Jim Allen, Attorney for Charged Party		Clement L. Tsao, Attorney	
Recommended By:	Date	Approved By:	Date
/s/ Daniel A. Goode	11/16/2017	/s/ Garey Edward Lindsay	11/16/2017
DANIEL A. GOODE Field Attorney		GAREY EDWARD LINDSAY Regional Director, Region 9	

(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 threaten you with closure of our operations if you choose to be represented by or support International Brotherhood of Teamsters Local Union No. 413 or any other union.

WE WILL NOT threaten to fire you if you choose to be represented by or support International Brotherhood of Teamsters Local Union No. 413 or any other union.

WE WILL NOT interrogate you about your union membership or support.

WE WILL NOT ask you to report to us the union activities of your co-workers.

WE WILL NOT solicit grievances from you with the implied promise to correct them to discourage your union support.

WE WILL NOT promise you benefits, including 401(k) retirement, vacation time, holiday pay, or give you cash to discourage union activity.

WE WILL NOT discipline or fire you because of your union membership or support.

WE WILL NOT refuse to recognize and bargain with the International Brotherhood of Teamsters Local Union No. 413, as the exclusive collective-bargaining representative for the following Unit employees:

All full-time and regular part-time yard spotter/hostler employees employed by the Employer at the DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio, excluding all Office clerical employees, all professional employees, guards and supervisors as defined in the Act.

WE WILL NOT, in any other manner, interfere with, restrain or coerce our employees in the exercise of the rights guaranteed him by Section 7 of the Act.

WE WILL offer Shane Smith immediate and full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights and privileges previously enjoyed.

WE WILL pay Shane Smith for the wages and other benefits, plus interest, he lost because we fired him.

WE WILL remove from our files all references to the August 2, 2017 warning and August 8, 2017, discharge of Shane Smith and **WE WILL** notify him in writing that this has been done and that the warning and discharge will not be used against him in any way.

WE WILL compensate Shane Smith for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 9, within 21 days of the date the amount of backpay is fixed by agreement, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL pay Shane Smith for all search-for-work expenses and work-related expenses regardless of whether he received interim earnings in excess of these expenses, during any given quarter or during the overall backpay period, plus interest.

WE WILL reimburse Shane Smith for reasonable consequential damages, if any, incurred by him, plus interest.

WE WILL recognize and bargain collectively and in good faith with the International Brotherhood of Teamsters Local Union No. 413 as the exclusive collective-bargaining representative of our employees under Section 9(a) of the Act, in the Unit described above and, if an understanding is reached, embody that understanding in a signed contract.

Shamrock Cartage, Inc.

(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.

550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Telephone: (513)684-3686
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.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

SHAMROCK CARTAGE, INC.

and

Case 09-CA-204232

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION 413

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Teamsters, Local Union 413 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Shamrock Cartage, Inc. (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on August 10, 2017, and a copy was served on Respondent by U.S. mail on August 14, 2017.

(b) The first amended charge in this proceeding was filed by the Union on October 2, 2017, and a copy was served on Respondent by U.S. mail on October 3, 2017.

2. (a) At all material times, Respondent, an Illinois corporation, has performed truck spotting and hostler services.

(b) In conducting its operations during the 12-month period ending September 30, 2017, Respondent has performed truck spotting and hostler services in States outside the State of Illinois and in an amount in excess of \$50,000, including work done at the Kraft Heinz Foods Company (Kraft) and Pepsi Company (Pepsi) jobsites located in Groveport, Ohio and Obetz, Ohio, respectively.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Dan O'Brien - Owner
Michael Harper - General Manager
Jeremie Ibarra - Manager
Jason V. Caccamo - Site Supervisor

5. Respondent, by Jason V. Caccamo:

(a) About August 4, 2017, at Respondent's Kraft jobsite, threatened that Respondent would close its Kraft and Pepsi jobsites to discourage union activity.

(b) About August 8, 2017, at Respondent's Kraft jobsite, threatened that another employee was next to be fired to discourage union activity.

(c) About August 8, 2017, at Respondent's Kraft jobsite, threatened that Respondent would close its Kraft and Pepsi jobsites, terminate employees and re-open under another name to discourage union activity.

6. (a) About August 8, 2017, Respondent discharged its employee Shane Smith.

(b) Respondent engaged in the conduct described above in paragraph 6(a), because the named employee of Respondent formed, joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. By the conduct described above in paragraphs 5(a), (b) and (c), Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. By the conduct described above in paragraph 6, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby

discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraph 6, the General Counsel seeks an Order requiring Respondent, among other things, to reimburse Shane Smith for reasonable consequential damages incurred by him as a result of the Respondent's unlawful conduct. The General Counsel also seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent read the Notice to Employees on work time in the presence of a Board Agent and a representative of the Union. Alternatively, the General Counsel seeks an Order requiring that Respondent promptly have a Board Agent read the Notice to Employees during work time in the presence of Respondent's supervisors and agents identified above in paragraph 4. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before October 27, 2017 or postmarked on or before October 26, 2017.**

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer

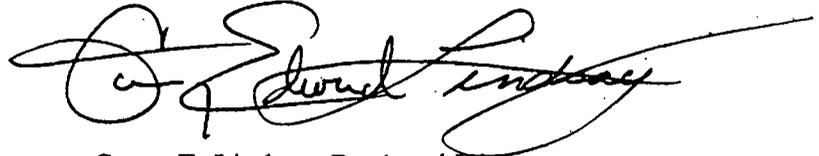
rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **November 13, 2017, 10 a.m., at Room 3003, John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio,** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form

NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: October 13, 2017

A handwritten signature in black ink, appearing to read "Garey E. Lindsay". The signature is stylized with large loops and a long horizontal stroke extending to the right.

Garey E. Lindsay, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

SHAMROCK CARTAGE, INC.

and

Case 09-CA-204232

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION 413

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338
and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that
on **October 13, 2017**, I served the above-entitled document(s) by **certified or regular mail**, as
noted below, upon the following persons, addressed to them at the following addresses:

Dan O'Brien, President
Shamrock Cartage, Inc.
2140 Maxim Dr
Joliet, IL 60436-9008

REGULAR MAIL

Cyndi Sauter, Labor Relations Rep.
Mr. Michael Holmes
Burdzinski & Partners, Inc.
2393 Hickory Bark Dr.
Dayton, OH 45458-9424

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Dan O'Brien, President
Shamrock Cartage, Inc.
760 Twin Rail Dr
Minooka, IL 60447-8850

REGULAR MAIL

Clement L. Tsao, Attorney
30 Garfield Pl, Suite Ste 540
Cincinnati, OH 45202-4366

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

International Brotherhood of Teamsters,
Local Union 413
555 E. Rich Street
Columbus, OH 43215

REGULAR MAIL

October 13, 2017

Date

L. Hellrung, Designated Agent of NLRB

Name

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 09-CA-204232

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Dan O'Brien, President, Shamrock Cartage, Inc., 2140 Maxim Dr,
Joliet, IL 60436-9008

Cyndi Sauter, Labor Relations Rep., Mr. Michael Holmes, Burdzinski & Partners, Inc.,
2393 Hickory Bark Dr., Dayton, OH 45458-9424

Clement L. Tsao, Attorney, 30 Garfield Pl, Suite 540, Cincinnati, OH 45202-4366

International Brotherhood of Teamsters, Local Union 413, 555 E. Rich Street
Columbus, OH 43215

Dan O'Brien, President, Shamrock Cartage, Inc., 760 Twin Rail Dr, Minooka, IL
60447-8850

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

SHAMROCK CARTAGE, INC.

and

Cases 09-CA-204232

09-CA-205156

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT), LOCAL UNION NO. 413

09-CA-207419

COUNSEL FOR THE GENERAL COUNSEL'S
MEMORANDUM IN SUPPORT OF
MOTION FOR DEFAULT JUDGMENT

1. Upon charges (copies are attached to the Motion for Default Judgment as Exhibits A, B, C, D and E) filed by International Brotherhood of Teamsters (IBT), Local Union No. 413, (Charging Party), alleging that Shamrock Cartage, Inc., (Respondent), has been engaging in unfair labor practices as set forth and defined in the National Labor Relations Act, as amended 29 U.S.C. 151 et seq., (the Act), the Regional Director of Region 9 of the Board approved an informal Settlement Agreement and Notice to Employees (Settlement Agreement) on November 16, 2017. (A copy of which is attached to the Motion for Default Judgment as Exhibit F.)

2. The Settlement Agreement, in relevant part, provides that:

- (a) [Respondent] will not discipline or fire you because of your union membership or support.
- (b) [Respondent] will not, in any other manner, interfere with, restrain or coerce ... employees in the exercise of the rights guaranteed him by Section 7 of the Act.
- (c) [Respondent] will recognize and bargain collectively and in good faith with [the Charging Party] as the exclusive collective-bargaining representative of our employees under Section 9(a) of the Act, in the Unit described above and, if an understanding is reached, embody that understanding in a signed contract.

3. The Settlement Agreement also contains a provision entitled “Performance,” requiring immediate compliance with the Settlement Agreement’s terms, and the following provision addressing the event of Respondent’s [Charged Party’s] non-compliance with the terms of the Settlement Agreement:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint previously issued on October 13, 2017 in Case 09-CA-204232, and will also issue a Complaint in Cases 09-CA-205156 and 09-CA-207419, and consolidate the cases together (together referred herein as “Complaint”). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted and its Answer to the original complaint in Case 09-CA-204232 will be considered withdrawn. Charged Party further understands and agrees that it will have waived its right to file an Answer to the additional allegations raised in Cases 09-CA-205156 and 09-CA-207419, and its right to file an Answer to all 3 cases should they be consolidated in to one Complaint. The only issue that may be raised before the Board is whether the Charged Party 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 Party 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.

4. Upon a charge filed on in Case 09-CA-219396 (copies of the initial, first amended, and second amended charges are attached hereto as Exhibits 1, 2 and 3, respectively) by Charging Party, alleging that Respondent has been engaging in unfair labor practices as set forth and defined in the Act, the General Counsel of the Board, by the Regional Director of Region 9 of the Board, pursuant to Section 10(b) of the Act and Section 102.15 of the Board’s Rules and Regulations, Series 8, as amended, issued a Complaint and Notice of Hearing on July 19, 2018,

and issued an Amended Complaint and Notice of Hearing on September 12, 2018, against Respondent alleging violations of Section 8(a)(1), (3), (4) and (5) of the Act. (Copy of the complaint and amended complaint in Case 09-CA-219396 with proof of service is attached hereto as Exhibits 4 and 5, respectively).

5. The Regional Director for Region 9, by electronic mail, on July 16, 2018, notified Respondent's counsel that Respondent, by engaging in the conduct alleged to have occurred in paragraph 4 above, was in non-compliance with the Settlement Agreement described in paragraphs 2 and 3 above. Pursuant to the Settlement Agreement described in paragraphs 2 and 3 above, Respondent had 14 days to cure its non-compliance. (A copy of the letter is attached hereto as Exhibit 6.)

6. After Respondent failed to cure its non-compliance with the provisions of the Settlement Agreement, pursuant to the Performance Provision of the Settlement Agreement referred to in paragraph 3, above, on January 8, 2018, the General Counsel, by the Regional Director for Region 9, reissued a Complaint Based on Breach of Settlement Agreement in Case 09-CA-204232, and, on January 10, 2019, issued a Consolidated Complaint Based on Breach of Settlement Agreement in Cases 09-CA-205156 and 09-CA-207419 based upon the allegations set forth in these charges.^{1/}

7. As referenced in paragraph 3, above, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Complaint, referenced above in paragraph 6. The Settlement Agreement unequivocally sets forth that the only issue Respondent may raise before the Board is whether Respondent has defaulted on the terms of the Settlement Agreement. The Board has explicitly approved of such a

^{1/} Both complaints refer to worksite locations at "the Pepsi Company" and "Kraft Heinz Foods Company," whereas the bargaining unit description refers to DHL and Ryder facilities. These refer to the same locations: DHL and Ryder provide distribution warehouses for Pepsi and Kraft.

provision and found it enforceable. See, *Insulation Maintenance & Contracting, LLC*, 357 NLRB No. 50 (2011); *Chicago Parking Company*, 356 NLRB 468 (2011).

8. On December 6, 2018, Administrative Law Judge Andrew S. Gollin issued a decision and recommended order based on the amended complaint issued in Case 09-CA-219396, concluding that Respondent engaged in unfair labor practices in violation of Section 8(a)(3), (4), (5) and (1) by suspending and later discharging employee Shane Smith. No exceptions were filed to the decision and recommended order.

9. By the violations as alleged and as found unlawful in ALJ Gollin's decision and recommended order, Respondent engaged in conduct in breach of the terms of the informal Board settlement agreement.

10. As referenced in paragraph 3, above, the settlement agreement provides that in the event of non-compliance, the Board may issue an order providing a full remedy for the violations as is appropriate to remedy such violations and that a U.S. Court of Appeals Judgment may be entered enforcing the Board order.

Wherefore, Counsel for the General Counsel moves that all of the allegations of the complaint reference above in paragraph 6 be deemed admitted to be true and so found by the Board and prays all relief that is just and proper to remedy the unfair labor practices found.

Dated: January 14, 2018

/s/ Joseph Tansino

Joseph Tansino, Counsel for the General Counsel
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

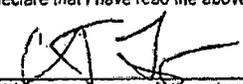
Attachments

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 09-CA-219396	Date Filed May 1, 2018

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 Shamrock Cartage, Inc.	b. Tel. No. (513) 646-6472
	c. Cell No.
	f. Fax No. (877) 700-7541
d. Address (Street, city, state, and ZIP code) 2140 Maxim Drive, Rockdale, IL 60436	e. Employer Representative James Allen, Attorney Burdzinski & Partners, Inc. 922 Dry Valley Villa Hills, KY 41017
	g. e-Mail jallen@burdzinski.com
	h. Number of workers employed 12
i. Type of Establishment (factory, mine, wholesaler, etc.) yard hostler	j. Identify principal product or service yard hostler, spotter.
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) (3), (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 around January 2018, the Employer and the Union have been engaged in negotiations towards an initial collective bargaining agreement, and negotiations remain ongoing. On or about April 13, 2018, the Employer discriminated against Union Shop Steward Shane Smith by terminating him in retaliation for engaging in protected, concerted activity in violation of Section 8(a)(3) of the Act. Prior to terminating Smith, the Employer on or about April 9, 2018 imposed a suspension and removed Smith from service without giving the Union an opportunity to bargain in violation of Section 8(a)(5) of the Act. By the above and by other acts and conduct, the Employer has unlawfully restrained and coerced employees in violation of Section 8(a)(1) of the Act.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Brotherhood of Teamsters, Local Union No. 413	
4a. Address (Street and number, city, state, and ZIP code) 555 E. Rich Street, Columbus, Ohio 43215	4b. Tel. No. 614-228-6492, ext. 22
	4c. Cell No. 614-206-9197
	4d. Fax No. 614-228-3933
	4e. e-Mail ted.beardsley@teamsters413.c
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.	
By  (signature of representative or person making charge)	Clement L. Tsao, Attorney (Print type name and title or office, if any)
30 Garfield Place, Suite 540, Cincinnati, OH 45202 Address	4/30/2018 (date)
	Tel. No. 513-287-6987
	Office, if any, Cell No. 513-390-6652
	Fax No. 513-721-1178
	e-Mail ctsao@econjustice.com

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.

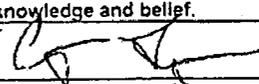
UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
09-CA-219396	June 12, 2018

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Shamrock Cartage, Inc.		b. Tel. No. (513) 646-6472
		c. Cell No.
d. Address (street, city, state ZIP code) 2140 Maxim Drive Rockdale, IL 60436	e. Employer Representative James Allen, Attorney Burdzinski & Partners, Inc. 922 Dry Valley Villa Hills, KY 41017	f. Fax No. (877) 700-7541
		g. e-Mail jallen@burdzinski.com
		h. Dispute Location (City and State) Groveport, OH
i. Type of Establishment (factory, nursing home; hotel) yard hostler	j. Principal Product or Service truck spotting and hostler services	k. Number of workers at dispute location ~12
<p>1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), (3), & (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.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since around January 2018, the Employer and the Union have been engaged in negotiations towards an initial collective bargaining agreement (CBA), and negotiations remain ongoing.</p> <p>On or about April 13, 2018, the Employer discriminated against Union Shop Steward Shane Smith by terminating him in retaliation for engaging in protected, concerted activity in violation of Section 8(a)(3) of the Act.</p> <p>Prior to terminating Smith, the Employer on or about April 9, 2018 imposed a suspension in violation of Section 8(a)(3), and removed Smith from service without giving the Union an opportunity to bargain in violation of Section 8(a)(5) of the Act.</p> <p>About April 9, 2018, Shamrock manager Brian Williamson threatened an employee with reprisals, i.e., assigning employees with work and behavioral problems to this employee's shift which would result in more onerous working conditions, because of the Union's position on discipline at the bargaining table in violation of Section 8(a)(1) of the Act.</p> <p>By the above and by other acts and conduct, the Employer has unlawfully restrained and coerced employees in violation of Section 8(a)(1) of the Act, and unlawfully interfered with employees' Section 7 rights.</p>		

3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Brotherhood of Teamsters Local Union No. 413		
4a. Address (street and number, city, state, and ZIP code) 555 E Rich St; Columbus, OH 43215		4b. Tel. No. (614) 228-6492, ext. 22
		4c. Cell No. (614) 206-9197
		4d. Fax No. (614) 228-3933
		4e. e-Mail ted.beardsley@teamsters413.com
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. (513)287-6987
By: 	Clement L. Tsao, Attorney	Office, if any, Cell No. (513) 390-6652
(signature of representative or person making charge)	Print Name and Title	Fax No. (513) 721-1178
Address: 30 Garfield Place, Ste 540, Cincinnati, OH 45202	Date: 6/12/2018	e-Mail ctsao@econjustice.com

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.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

SECOND AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
09-CA-219396	June 20, 2018

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT:

a. Name of Employer Shamrock Cartage, Inc.		b. Tel. No. (513) 646-6472
		c. Cell No.
d. Address (street, city, state ZIP code) 2140 Maxim Drive Rockdale, IL 60436	e. Employer Representative James Allen, Attorney Burdzinski & Partners, Inc. 922 Dry Valley Villa Hills, KY 41017	f. Fax No. (877) 700-7541
		g. e-Mail jallen@burdzinski.com
		h. Dispute Location (City and State) Groveport, OH
i. Type of Establishment (factory, nursing home, hotel) yard hostler	j. Principal Product or Service truck spotting and hostler services	k. Number of workers at dispute location ~12

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1), (3), (4), & (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 around January 2018, the Employer and the Union have been engaged in negotiations towards an initial collective bargaining agreement (CBA), and negotiations remain ongoing.

On or about April 13, 2018, the Employer discriminated against Union Shop Steward Shane Smith by terminating him in retaliation for engaging in protected, concerted activity in violation of Section 8(a)(3) of the Act, as well as for his prior National Labor Relations Board activity in violation of Section 8(a)(4) of the Act.

Prior to terminating Smith, the Employer on or about April 9, 2018 imposed a suspension in violation of Section 8(a)(3), and removed Smith from service without giving the Union an opportunity to bargain in violation of Section 8(a)(5) of the Act.

About April 9, 2018, Shamrock manager Brian Williamson threatened an employee with reprisals, i.e., assigning employees with work and behavioral problems to this employee's shift which would result in more onerous working conditions, because of the Union's position on discipline at the bargaining table in violation of Section 8(a)(1) of the Act.

By the above and by other acts and conduct, the Employer has unlawfully restrained and coerced employees in violation of Section 8(a)(1) of the Act, and unlawfully interfered with employees' Section 7 rights.

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

International Brotherhood of Teamsters Local Union No. 413

4a. Address (street and number, city, state, and ZIP code) 555 E Rich St, Columbus, OH 43215	4b. Tel. No. (614) 228-6492, ext. 22
	4c. Cell No. (614) 206-9197
	4d. Fax No. (614) 228-3933
	4e. e-Mail ted.beardsley@teamsters413.com

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. (513) 287-6987
By: 	Clement L. Tsao, Attorney	Office, if any, Cell No. (513) 390-6652
(signature of representative or person making charge)	Print Name and Title	Fax No. (513) 721-1178
Address: 30 Garfield Place, Ste 540, Cincinnati, OH 45202	Date: 6/20/2018	e-Mail ctsao@econjustice.com

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.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

SHAMROCK CARTAGE, INC.

and

Case 09-CA-219396

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT), LOCAL UNION NO. 413

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Teamsters (IBT), Local Union No. 413 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Shamrock Cartage, Inc. (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on May 1, 2018, and a copy was served on Respondent by U.S. mail on the same date.

(b) The first amended charge in this proceeding was filed by the Union on June 12, 2018, and a copy was served on Respondent by U.S. mail on June 13, 2018.

(c) The second amended charge in this proceeding was filed by the Union on June 20, 2018, and a copy was served on Respondent by U.S. mail on June 22, 2018.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Rockdale, Illinois, and has been engaged in truck spotting and hostler services.

(b) In conducting its operations during the 12-month period ending June 30, 2018, Respondent performed services valued in excess of \$50,000 in states other than the State of

Illinois, including work done at the Kraft Heinz Foods Company (Kraft) located in Groveport, Ohio and the Pepsi Company (Pepsi) located in Obetz, Ohio.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Dan O'Brien	- Co-Owner
Matt Harper	- Co-Owner
Michael Harper	- General Manager
Brian Williamson	- Site Supervisor

5. About April 9, 2018, Respondent, by Brian Williamson, at Respondent's Kraft jobsite, threatened employees with the more onerous working condition of working with "bad workers" because the Union rejected Respondent's proposal on discipline during contract negotiations.

6. (a) About April 9, 2018, Respondent suspended its employee Shane Smith.

(b) About April 13, 2018, Respondent discharged its employee Shane Smith.

(c) Respondent engaged in the conduct described above in paragraphs 6(a) and (b) because the named employee of Respondent formed, joined, and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(d) Respondent engaged in the conduct described above in paragraphs 6(a) and (b) because the named employee gave testimony to the Board in the form of an affidavit, was named

in a charge in Cases 09-CA-204232 and 09-CA-207419, and cooperated in a Board investigation in Cases 09-CA-204232, 09-CA-205156 and 09-RC-203855.

7. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time yard spotter/hostler employees employed by the Employer at the DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio, excluding all Office clerical employees, all professional employees, guards and supervisors as defined in the Act.

(b) Since about November 16, 2017, and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in a recognition agreement dated November 16, 2017.

(c) At all times since November 16, 2017, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

8. (a) The subject set forth above in paragraph 6(a) relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(b) Respondent engaged in the conduct described above in paragraph 6(a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

9. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

10. By the conduct described above in paragraphs 6(a), (b) and (c), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its

employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

11. By the conduct described above in paragraphs 6(a), (b) and (d), Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

12. By the conduct described above in paragraphs 6(a) and 8(b), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

13. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before August 2, 2018 or postmarked on or before August 1, 2018**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon

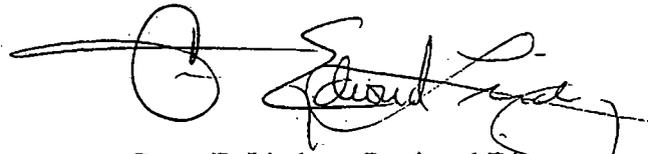
(Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **October 10, 2018, 9 a.m. at Room 3003, John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The

procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: July 19, 2018

A handwritten signature in black ink, appearing to read "Garey E. Lindsay". The signature is written in a cursive style with a large initial "G" and a long horizontal stroke extending to the left.

Garey E. Lindsay, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

SHAMROCK CARTAGE, INC.

and

Case 09-CA-219396

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT), LOCAL UNION NO. 284

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338
and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that
on **July 19, 2018**, I served the above-entitled document(s) by **certified or regular mail**, as noted
below, upon the following persons, addressed to them at the following addresses:

James Allen, Attorney
Burdzinski & Partners, Inc.
922 Dry Valley Court
Villa Hills, KY 41017

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Shamrock Cartage, Inc.
2140 Maxim Dr
Rockdale, IL 60436-9008

REGULAR MAIL

Ted Beardsley, Business Agent
International Brotherhood of Teamsters
(IBT), Local Union No. 413
555 E Rich St
Columbus, OH 43215-5396

REGULAR MAIL

Clement L. Tsao, Attorney
Cook & Logothetis
30 Garfield Place, Suite 540
Cincinnati, OH 45202

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

July 19, 2018

Date

L. Hellrung, Designated Agent of NLRB

Name

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 09-CA-219396

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

James Allen, Attorney, Burdzinski & Partners, Inc., 922 Dry Valley Court, Villa Hills, KY 41017

Shamrock Cartage, Inc., 2140 Maxim Dr, Rockdale, IL 60436-9008

Ted Beardsley, Business Agent, International Brotherhood of Teamsters (IBT), Local Union No. 413, 555 E Rich St, Columbus, OH 43215-5396

Clement L. Tsao, Attorney, Cook & Logothetis, 30 Garfield Place, Suite 540, Cincinnati, OH 45202

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

SHAMROCK CARTAGE, INC.

and

Case 09-CA-219396

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT), LOCAL UNION NO. 413

AMENDED COMPLAINT AND NOTICE OF HEARING

This Amended Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Teamsters (IBT), Local Union No. 413 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Shamrock Cartage, Inc. (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on May 1, 2018, and a copy was served on Respondent by U.S. mail on the same date.

(b) The first amended charge in this proceeding was filed by the Union on June 12, 2018, and a copy was served on Respondent by U.S. mail on June 13, 2018.

(c) The second amended charge in this proceeding was filed by the Union on June 20, 2018, and a copy was served on Respondent by U.S. mail on June 22, 2018.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Rockdale, Illinois, and has been engaged in truck spotting and hostler services.

(b) In conducting its operations during the 12-month period ending June 30, 2018, Respondent performed services valued in excess of \$50,000 in states other than the State of

Illinois, including work done at the Kraft Heinz Foods Company (Kraft) located in Groveport, Ohio and the Pepsi Company (Pepsi) located in Obetz, Ohio.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Dan O'Brien	-	Co-Owner
Matt Harper	-	Co-Owner
Michael Harper	-	General Manager
Brian Williamson	-	Site Supervisor
Michael Holmes	-	Labor Relations Specialist

5. About April 9, 2018, Respondent, by Brian Williamson, at Respondent's Kraft jobsite, threatened employees with the more onerous working condition of working with "bad workers" because the Union rejected Respondent's proposal on discipline during contract negotiations.

6. (a) About April 9, 2018, Respondent suspended its employee Shane Smith.

(b) About April 13, 2018, Respondent discharged its employee Shane Smith.

(c) Respondent engaged in the conduct described above in paragraphs 6(a) and (b) because the named employee of Respondent formed, joined, and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(d) Respondent engaged in the conduct described above in paragraphs 6(a) and (b) because the named employee gave testimony to the Board in the form of an affidavit, was named

in a charge in Cases 09-CA-204232 and 09-CA-207419, and cooperated in a Board investigation in Cases 09-CA-204232, 09-CA-205156 and 09-RC-203855.

7. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time yard spotter/hostler employees employed by the Employer at the DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio, excluding all Office clerical employees, all professional employees, guards and supervisors as defined in the Act.

(b) Since about November 16, 2017, and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in a recognition agreement dated November 16, 2017.

(c) At all times since November 16, 2017, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

8. (a) The subject set forth above in paragraph 6(a) relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(b) Respondent engaged in the conduct described above in paragraph 6(a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct.

9. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

10. By the conduct described above in paragraphs 6(a), (b) and (c), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its

employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

11. By the conduct described above in paragraphs 6(a), (b) and (d), Respondent has been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

12. By the conduct described above in paragraphs 6(a) and 8(b), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

13. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 5, 6, 8, 9, 10, 11, 12 and 13, the General Counsel seeks an Order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative, Dan O'Brian or Matt Harper, read the notice to the employees in English on worktime in the presence of a Board agent and a representative of the Union. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 4.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the amended complaint. The answer must be **received by this office on or before September 26, 2018 or postmarked on or before September 25,**

2018. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **October 10, 2018, 9 a.m. at Room 3003, John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: September 12, 2018



Gary E. Lindsay, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9**

SHAMROCK CARTAGE, INC.

and

Case 09-CA-219396

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT), LOCAL UNION NO. 284**

**AFFIDAVIT OF SERVICE OF: Amended Complaint and Notice of Hearing
(with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **September 12, 2018**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

James Allen, Attorney
Burdzinski & Partners, Inc.
922 Dry Valley Court
Villa Hills, KY 41017

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

John M. Milligan, Attorney
5300 Socialville Foster Rd Ste. 200
Mason, OH 45040-9419

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Shamrock Cartage, Inc.
2140 Maxim Dr.
Rockdale, IL 60436-9008

REGULAR MAIL

Ted Beardsley, Business Agent.
International Brotherhood of Teamsters
(IBT), Local Union No. 413
555 E Rich St
Columbus, OH 43215-5396

REGULAR MAIL

Clement L. Tsao, Attorney
Cook & Logothetis
30 Garfield Place
Suite 540
Cincinnati, OH 45202

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

September 12, 2018.

Date

Rhonda Kramig, Designated Agent of
NLRB

Name

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 09-CA-219396

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

James Allen, Attorney
Burdzinski & Partners, INC.
922 Dry Valley Court
Villa Hills, KY 41017

John M. Milligan, Attorney
5300 Socialville Foster Rd Ste 200
Mason, OH 45040-9419

Shamrock Cartage, Inc.
2140 Maxim Dr
Rockdale, IL 60436-9008

Ted Beardsley, Business Agent
International Brotherhood Of Teamsters
(IBT), Local Union No. 413
555 E Rich St
Columbus, OH 43215-5396

Clement L. Tsao, Attorney
Cook & Logothetis
30 Garfield Place
Suite 540
Cincinnati, OH 45202

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing.

If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.



United States Government

NATIONAL LABOR RELATIONS BOARD, Region 9

John Weld Peck Federal Building

550 Main Street - Room 3003

Cincinnati, Ohio 45202-3271

TELEPHONE: (513) 684-3686/3464

FAX: (513) 684-3946

July 16, 2018

Sent by email only to: jallen@Burdzinski.com

James Allen, Esq.

BURDZINSKI & PARTNERS, INC.

922 Dry Valley Court

Villa Hills, KY 41017

Re: SHAMROCK CARTAGE, INC.

Case 09-CA-219396

Mr. Allen,

On November 8, 2017, your client signed off on a Settlement Agreement in Cases 09-CA-204232, 09-CA-205156, and 09-CA-207419 that was approved by the Regional Director on November 16, 2017.

As I advised you, the Regional Director found merit to the allegations in Case 09-CA-219396. The Regional Director also concluded that some of those allegations constitute non-compliance with the Settlement Agreement in Cases 09-CA-204232, et al. Accordingly, this letter shall serve as the requisite 14 days' notice that the Region considers the Employer's conduct in the instant matter as a default of the Settlement Agreement. Remedying the allegations in Case 09-CA-219396 would cure the breach of the prior Settlement Agreement. If such non-compliance is not remedied within 14 days, and after a favorable ALJD in the instant cases, the Region intends to reissue the Complaint in Case 09-CA-204232, and will issue a complaint in Cases 09-CA-205156 and 09-CA-207419 and initiate default judgment proceedings as outlined in the Settlement Agreement.

If you have any questions in this matter, feel free to contact me at 513-684-3464 or by email at Jamie.ireland@nlrb.gov.

Very truly yours,

/s/ *Jamie Ireland*

Jamie L. Ireland
Field Attorney

CERTIFICATE OF SERVICE

January 14, 2019

I hereby certify that I served Counsel for the General Counsel's Motion for Default Judgment and Memorandum in Support thereof on the following parties by electronic mail today at the following email addresses:

John M. Milligan, Attorney
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Villa Hills, KY 41017
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Clement L. Tsao, Attorney
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/s/ Joseph Tansino

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