

Attorneys at Law

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January 24, 2020

VIA EMAIL

Roxanne L. Rothschild
Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570

**Re: GEODIS Logistics, Inc., Request for Review,
Case Nos. 15-RD-217294 and 15-RD- 231857**

Dear Executive Secretary Rothschild:

On January 16, 2020, GEODIS Logistics, Inc. (“GEODIS” or “Company”) filed a Request for Review of the Regional Director’s Decision to Dismiss the Decertification Petitions in the above-captioned cases. The parties have since finalized an informal settlement agreement settling the underlying blocking charges referenced in the Request for Review. The Settlement Agreement, notably, includes a non-admission clause. GEODIS seeks to supplement its Request for Review with a copy of the final settlement agreement (attached as Exhibit J).

Thank you for your time and attention to this request.

Best regards,

/s/ RyAnn M. Hooper

RyAnn M. Hooper

EXHIBIT J

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Geodis Logistics, LLC

**Cases 15-CA-218543, 15-
CA-226722, 15-CA-
232539, 15-CA-239440 &
15-CA-239492**

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 in all locations where notices to employees are regularly posted at the Charged Party's facilities located at 5510 E. Holmes Road, 5540 East Holmes Road, and 5265 E. Holmes Road in Memphis, Tennessee and 350 Stateline Road (Remington warehouse) in Southaven, Mississippi. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

PAYMENT OF WAGES AND BENEFITS — Within 14 days from approval of this agreement, the Charged Party will provide the Regional Director for each employee named below with 1) payment making them whole in the amount opposite each name; 2) a Backpay report allocating the payment(s) to the appropriate calendar year; and 3) a copy of the IRS form W-2 for wages earned in the current calendar year. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay.

	Backpay	Interest	Excess Tax Liab.	Front Pay	Total
Aaron Rolfe -	\$20,719	\$1229	\$168	\$22,884	\$45,000

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

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

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

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

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

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. 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 9, 2019 and amended on December 4, 2019 in the instant case(s).

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 Geodis Logistics, LLC			Charging Party United Steelworkers Union		
By:	Name and Title	Date	By:	Name and Title	Date
					11/16/2020
Print Name and Title below			BEN BRANDON USW Int. Organizer Print Name and Title below		
			Ben Brandon		
Recommended By:			Approved By:		
		Date			Date
		11/17/20			1/24/20
WILLIAM T. HEARNE Field Attorney			M. KATHLEEN MCKINNEY Regional Director, Region 15		

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

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
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- 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 provide you with more than ministerial assistance in helping you remove the United Steelworkers Union (the Union) as your collective-bargaining representative.

WE WILL NOT tell you we are losing customers and/or clients because of the Union.

WE WILL NOT tell you we are losing business because you are represented by the Union.

WE WILL NOT tell you we are unable to attract new business because of the Union.

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WE WILL NOT tell you that you could be required to pay dues to the Union even if you are not a Union member or have not signed a dues check-off authorization card.

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should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

600 South Maestri Place – 7th Floor
New Orleans, LA 70130-3413

Telephone: (504)589-6362
Hours of Operation: 8 a.m. to 4:30 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.

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NATIONAL LABOR RELATIONS BOARD
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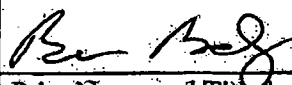

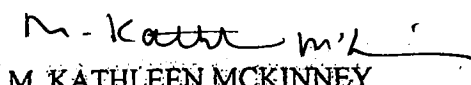
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Yes RB Initials No _____ Initials

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Charged Party Geodis Logistics, LLC <u>1/17/20</u>		Charging Party United Steelworkers Union	
By: Name and Title	Date	By: Name and Title	Date
 Print Name and Title below Ben Bodzy VP & Associate General Counsel		 Print Name and Title below	
Recommended By:	Date	Approved By:	Date
 WILLIAM T. HEARNE Field Attorney		 M. KATHLEEN MCKINNEY Regional Director, Region 15	
	<u>1/17/20</u>		<u>1/22/20</u>

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