

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

GEODIS Logistics, LLC,

Employer,

and

Cases 15-CA-218543

15-CA-226722

15-CA-232539

15-CA-239440

15-CA-239492

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY
ALLIED INDUSTRIAL AND SERVICE
WORKERS UNION, AFL CIO-CLC,**

Union.

**REPLY TO OPPOSITION TO REQUEST FOR SPECIAL PERMISSION TO APPEAL
THE REGIONAL DIRECTOR'S ORDER REVOKING SETTLEMENT AGREEMENT
AND REINSTATING THE SECOND CONSOLIDATED COMPLAINT**

Geodis Logistics, LLC (“Geodis”) respectfully submits this Reply to General Counsel’s Opposition to Geodis’s Request for Special Permission to Appeal the Regional Director’s Order Revoking Settlement Agreement and Reinstating the Second Consolidated Complaint. The General Counsel’s Opposition to Geodis’s Request for Special Permission to Appeal the Regional Director’s Order Revoking Settlement Agreement and Reinstating the Second Consolidated Complaint (“Opposition”) is flawed for the reasons set forth below.

1. The Regional Director’s Authority is Limited by the Board’s Rules.

The General Counsel’s Opposition does not cite any precedent for the proposition that the Regional Director has the authority to revoke an already-approved settlement, in the absence of nonperformance.¹ Instead, the General Counsel points out that “Regional Director authority to revoke settlement agreements is actually explicit in Section 101.9(e)(2) of the Board’s Rules and

¹ The General Counsel attempts to factually distinguish the case law cited by Geodis. Any factual distinctions arise from the lack of any case where a Regional Director has had the audacity to revoke a settlement, without an allegation nonperformance. However, the principle regarding enforceability of settlement agreements stands, regardless of any attempted factual distinctions.

Regulations, which authorizes a Regional Director to revoke a settlement agreement when a respondent fails to comply with the terms of a settlement agreement.” The General Counsel’s reliance on Section 101.9(e)(2) of the Board’s Rules actually raises a good point that supports Geodis’s position in this matter. The cited Board Rule specifies when a Regional Director can set aside a settlement, and it specifically authorizes the Regional Director to do so “[i]n the event that the respondent fails to comply with the terms.” In this case, there is no allegation of noncompliance. In fact, the General Counsel concedes in its Opposition that “the Regional Director does not base revocation of the Settlement on any lack of performance with the terms of the agreement at all.” Thus, the Board’s own Rules provide for situations where the Regional Director can set aside a settlement, and this is not one of them.

2. Geodis took all steps toward compliance within its power.

The General Counsel claims that Geodis “did not substantively perform its obligations under the settlement,” and has “taken only minimal steps toward compliance with the Settlement.” To be clear, Geodis has taken all steps that it could conceivably take toward effectuating the Settlement. Geodis sent backpay checks to the Region, which the Region is holding. Geodis was instructed by the Region not to post the Notices, since the Regional Director was considering renegeing on the settlement. At the time that Geodis was instructed by the Region not to post the notices, the Notices had not even been received yet. Hence, there is nothing whatsoever that Geodis could have possibly done to further effectuate its performance under the Settlement.

3. Bradsher died two months after the settlement was approved.

Mr. Bradsher’s death on March 23, 2020 was two months *after* the Regional Director approved the settlement on January 22, 2020. The General Counsel incorrectly states that Bradsher

died on the day that the settlement was approved. Point being, at the time of the hearing date in this case on January 27, 2020, Mr. Bradsher was alive and able to testify.

4. Geodis is being denied the benefit of its bargain.

The General Counsel glosses over the fact that Geodis is being deprived of the benefit of its bargain. It claims that “because of the quick timing of the revocation, the Respondent did not substantively perform its obligations under the Settlement such that it is unduly prejudiced now by its revocation.” As explained above, Geodis had done all that it could do to perform under the Settlement. Further, the prejudice to Geodis is not solely determined by the extent of Geodis’s performance under the Settlement. The benefit of Geodis’s bargain is the finality of the case and not having to incur tens of thousands of dollars and many years to litigate it.²

Additionally, the General Counsel points to the Union’s assertion that “the Respondent’s subsequent conduct demonstrates that there was no bargain reached by the Settlement.” The “conduct” referenced is Geodis’s lawful Request for Review seeking review of the the dismissal of the decertification Petitions. That Request for Review has already been denied at the current time, so it cannot serve as a basis for arguing that there was no meeting of the minds. The Request for Review ended up having no bearing on the potential reinstatement of the Petitions (which can still occur when the settlement is reinstated and effectuated or the case otherwise concludes). Moreover, the Regional Director made no finding to support the Union’s assertion. Instead, in the Regional Director’s Order, and in the Opposition, the Regional Director cites the Union’s assertion that there was no meeting of the minds, without ever making any such finding.

² The Settlement Agreement is a binding contract, which is point the General Counsel does not even bother to address.

For the foregoing reasons, as well as the reasons set forth in Geodis's Request for Special Permission to Appeal, Geodis respectfully requests that the Board reinstate the Settlement.

Respectfully submitted,

/s/ Ben Bodzy
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Certificate of Service

I hereby certify that I have served the foregoing Reply in Support of Request for Special Permission to Appeal the Regional Director's Order Revoking Settlement and Reinstating Second Amended Complaint on this 27th day of April, 2020 on the following:

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/s/ Ben Bodzy
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