

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE**

GARY W. MUFFLEY, REGIONAL DIRECTOR
OF THE NINTH REGION OF THE NATIONAL LABOR
RELATIONS BOARD, FOR AND ON BEHALF OF THE
NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

Civil No.

VOITH INDUSTRIAL SERVICES, INC.

and

UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, AFL-CIO

and

UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, LOCAL UNION NO. 862, AFL-CIO

Respondents

PETITION FOR PRELIMINARY INJUNCTION
UNDER SECTION 10(j) OF THE
NATIONAL LABOR RELATIONS ACT, AS AMENDED

To the Honorable Judges of the United States District Court for the Western District of
Kentucky at Louisville:

COMES NOW, Gary W. Muffley, Regional Director of the Ninth Region of the National
Labor Relations Board, herein called the Board, and petitions this Court for and on behalf of the
Board, pursuant to Section 10(j) of the National Labor Relations Act, as amended [61 Stat. 149;
73 Stat. 544; 29 U.S.C. Sec. 160(j)] herein called the Act, for appropriate injunctive relief,
pending the final disposition of the matters involved herein pending a decision before the Board

on the complaint of petitioner alleging that Voith Industrial Services, Inc., (herein called respondent Voith) and United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO and United Automobile, Aerospace and Agricultural Implement Workers of America, Local Union No. 862, AFL-CIO (herein referred to as respondent UAW International and respondent UAW Local 862, respectively, or collectively as respondent UAW), have engaged in, and are engaging in, acts and conduct in violation of Section 8(a)(1), (2), (3), and (5) and 8(b)(1)(A) of the Act [29 U.S.C. §158 (a)(1), (2), (3) and (5) and (b)(1)(A)], respectively. In support thereof, petitioner respectfully shows as follows:

1. Petitioner is the Regional Director of the Ninth Region of the Board, an agency of the United States, and files this petition for and on behalf of the Board.

2. Jurisdiction of this Court is invoked pursuant to Section 10(j) of the Act.

3. (a) On February 28, 2012, General Drivers, Warehousemen & Helpers, Local Union No. 89, Affiliated With The International Brotherhood Of Teamsters (herein called Teamsters 89), pursuant to the Act, filed with the Board the charge in Case 9-CA-075496 alleging that respondent Voith, an employer within the meaning of Section 2(2) of the Act, engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1), (2), (3), and (5) of the Act. (A copy of the charge in Case 9-CA-075496 is attached hereto as Exhibit 1 and made a part hereof.)

(b) On April 12, 2012, Teamsters 89, pursuant to the Act, filed with the Board the charge in Case 9-CA-078747, alleging that respondent Voith engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1), (3) and (5) of the Act. (A copy of the charge in Case 9-CA-078747 is attached hereto as Exhibit 2a and made a part hereof.) On May 31, 2012, the Union amended the charge to add an allegation that respondent Voith engaged

in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(2) of the Act. (The amended charge is attached as Exhibit 2b and made a part hereof.)

(c) On February 28, 2012, Teamsters 89, pursuant to the Act, filed with the Board the charge in Case 9-CB-075505, alleging that respondent UAW engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) and 8(b)(2) of the Act. (A copy of the charge in Case 9-CB-075505 is attached hereto as Exhibit 3a and made a part of hereof.) On June 14, 2012, Teamsters 89 amended the charge to omit the 8(b)(2) allegation. (The amended charge is attached as Exhibit 3b and made a part hereof.)

(d) On June 5, 2012, Teamsters 89, pursuant to the Act, filed with the Board the charge in Case 9-CA-082437, alleging that respondent Voith engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1), (2), (3) and (5) of the Act. (A copy of the charge in Case 9-CA-082437 is attached hereto as Exhibit 4a and made a part hereof.) On July 19, 2012, Teamsters 89 amended the charge. (The amended charge is attached as Exhibit 4b and made a part hereof.)

(e) On June 11, 2012, Teamsters 89, pursuant to the Act, filed with the Board the charge in Case 9-CB-082805, alleging that respondent UAW engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) and 8(b)(2) of the Act. (A copy of the charge in Case 9-CB-082805 is attached hereto as Exhibit 5a and made a part of hereof.) On June 18, 2012, Teamsters 89 amended the charge. (The amended charge is attached as Exhibit 5b and made a part hereof.)

4. The aforesaid charges were referred to petitioner for investigation as Regional Director of the Ninth Region of the Board.

5. On June 19, 2012, upon the charges filed in Cases 9-CA-075496, 9-CA-078747 and 9-CB-075005, petitioner, on behalf of the Board, pursuant to Section 10(b) of the Act

[29 U.S.C. § 160(b)] issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing against respondents Voith and UAW alleging violations of Sections 8(a)(1), (2), (3), (5) and 8(b)(1)(A) of the Act, respectively. (A copy of the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing is attached hereto as Exhibit 6 and made a part hereof.) On July 20, 2012, petitioner, on behalf of the Board, pursuant to Section 10(b) of the Act [29 U.S.C. & 160(b)] issued an Order Consolidating Cases, Second Consolidated Complaint and Order Rescheduling Hearing against respondents Voith and UAW alleging violations of Section 8(a)(1), (2), (3), (5) and 8(b)(1)(A) of the Act, respectively. (A copy of the Order Consolidating Cases, Second Consolidated Complaint and Order Rescheduling Hearing is attached hereto as Exhibit 7 and made a part hereof.)

6. There is reasonable cause to believe that the allegations set forth in the second consolidated complaint are true, and that respondent Voith has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1), (2), (3) and (5) of the Act and that respondent UAW has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act, affecting commerce within the meaning of Section 2(6) and (7) of the Act [29 U.S.C. § 152(6) and (7)]. More particularly, in support thereof, and of the request for injunctive relief herein, petitioner, upon information and belief, shows as follows:

7. (a) At all material times, respondent Voith, a corporation, with an office and place of business in Louisville, Kentucky, herein called its facility, has been engaged in the business of cleaning and providing transportation and logistic services to customers in the automobile manufacturing industry.

(b) During the past 12 months, respondent Voith, in conducting its operations described above in paragraph 7(a), purchased and received at its Louisville, Kentucky facility goods valued in excess of \$50,000 directly from points outside the Commonwealth of Kentucky.

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

8. (a) On or about February 13 and March 1, 2012, respondent Voith entered into agreements with Ford Motor Company, herein called Ford to provide vehicle staging, shuttle and yard/inventory management services for Ford; these services had been previously performed by Auto Handling, Inc., a wholly owned subsidiary of Jack Cooper Transport Company, herein called Cooper Transport.

(b) Since about April 9, 2012, respondent Voith has operated the prior business of Cooper Transport described above in paragraph 8(a) in basically unchanged form.

(c) But for the conduct described below in paragraph 13, respondent Voith would have employed as a majority of its employees individuals who were previously employees of Cooper Transport.

(d) By virtue of the operations and conduct described above in paragraphs 8(a) through (c), and below in paragraph 13, respondent Voith has continued the employing entity and is successor to Cooper Transport.

9. At all material times, Teamsters Local 89 has been a labor organization within the meaning of Section 2(5) of the Act.

10. (a) At all material times, respondent UAW International has been a labor organization within the meaning of Section 2(5) of the Act.

(b) At all material times, respondent UAW Local 862 has been a labor organization within the meaning of Section 2(5) of the Act.

11. At all material times, the following individuals have held the position set forth opposite their respective names and have been supervisors of respondent Voith within the

meaning of Section 2(11) of the Act and agents of respondent Voith within the meaning of Section 2(13) of the Act:

| | |
|------------------|--|
| Harry J. Nieman | - President |
| Donald G. Morsch | - Treasurer |
| Jerri Hall | - Director |
| Erwin Gebhardt | - Director of Labor Relations |
| Doug Couch | - Facilities Manager |
| Timothy P. Bauer | - Peoples Services Manager |
| Bret Griffin | - Regional Manager |
| Dennis D. Frank | - Services Line Manager for Vehicle Processing |
| Tom Baker | - Offsite Supervisor |

12. At all material times, the following individuals have held the positions set forth opposite their respective names and have been agents of respondent UAW International and respondent UAW Local 862 within the meaning of Section 2(13) of the Act:

| | |
|----------------|--|
| Jimmie Settles | - UAW International Vice-President, UAW Ford National |
| George Palmer | - UAW International Representative, UAW Region 8 |
| Todd Dunn | - UAW Local 862 President |
| Steve Stone | - UAW Local 862 LAP Building Chairman |
| Dennis Skaggs | - UAW Local 862 Representative |
| Teddy Hunt | - UAW Local 862 LAP Unit Chairperson |

13. (a) About January 31, 2012, respondent Voith implemented a plan to hire about 84 employees and established a hiring procedure and engaged in other conduct designed to exclude and/or limit the hiring of applicants who were former employees of Cooper Transport or members of Teamsters Local 89.

(b) Since about February 17, 2012, respondent Voith has failed and refused to hire or consider for hire the former employees of Cooper Transport listed on Exhibit 7 attached hereto, who were members of the bargaining unit described below in paragraph 14, and others similarly situated.

(c) Respondent Voith engaged in the conduct described above in paragraphs 13(a) and (b) because the former employees of Cooper Transport were members of Teamsters Local 89, engaged in concerted activities, and to discourage employees from engaging in these activities and in order to avoid an obligation to recognize and bargain with Teamsters Local 89 as the exclusive collective-bargaining representative of the employees described below in paragraph 14.

14. The employees of respondent Voith, as set forth in Article 3 of the National Master Automobile Transporters Agreement, Central and Southern Area Supplemental Agreements and the Job Descriptions provisions of the Local Rider, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

15. (a) Since about 1952 and at all material times, Teamsters Local 89 has been the designated exclusive collective-bargaining representative of the Unit and, during that time, Teamsters Local 89 has been recognized as the representative by Cooper Transport and its predecessors. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective June 1, 2008 to May 31, 2011.

(b) At all times from 1952 to February 16, 2012, based on Section 9(a) of the Act, Teamsters Local 89 has been the exclusive collective-bargaining representative of the Unit described above in paragraphs 14 and 15(a).

(c) At all material times since about February 17, 2012, based on the conduct described above in paragraphs 8, 13, and 15(a) and (b), Teamsters Local 89 has been the exclusive collective-bargaining representative of respondent Voith's employees in the Unit.

(d) At all times since about February 17, 2012, based on Section 9(a) of the Act, Teamsters Local 89 has been the exclusive collective-bargaining representative of the Unit.

16. Since about February 17, 2012, respondent Voith has failed and refused to recognize and bargain with Teamsters Local 89 as the exclusive collective-bargaining representative of the Unit and has unilaterally established initial terms and conditions of employment for the employees in the Unit.

17. About February 20, 2012, respondent Voith rendered assistance and support to respondent UAW International and respondent UAW Local 862 by allowing respondent UAW International and respondent UAW Local 862 to meet with employees during their orientation in order to urge the employees to sign membership applications and check-off authorizations.

18. (a) About February 22, 2012, respondent Voith granted recognition to respondent UAW International and respondent UAW Local 862 as the exclusive collective-bargaining representatives of the Unit described above in paragraph 14.

(b) About May 1, 2012, respondent Voith granted recognition to respondent UAW International and respondent UAW Local 862 as the exclusive collective-bargaining representative of the Union described in paragraph 14.

(c) Respondent Voith engaged in the conduct described above in paragraphs 18(a) and (b) even though respondent UAW International and respondent UAW Local 862 did not represent an uncoerced majority of the Unit.

(d) Respondent Voith engaged in the conduct described above in paragraph 18(a) even though respondent Voith had not started normal operations and did not employ in the Unit a representative segment of its ultimate employee complement.

19. On or about March 5, 2012, respondent Voith, by Tim Bauer, during an employment interview at the offices of Aerotek, Inc., told an employee that if the employee was hired, the employee would have to become a member of respondent UAW International and respondent UAW Local 862.

20. About April 10, 2012, respondent Voith, by Doug Couch, during orientation, told an employee that new hires were represented by respondent UAW and would receive UAW health insurance.

21. About April 11, 2012, respondent Voith, by Dennis Frank, rendered assistance and support to respondent UAW International and respondent UAW Local 862 by allowing respondent UAW International and respondent UAW Local 862 to utilize its facility during work time in order to urge respondent Voith's employees to sign membership applications and check-off authorizations.

22. About April 16, 2012, respondent Voith, by Tom Baker, rendered assistance and support to respondent UAW International and respondent UAW Local 862 by allowing respondent UAW International and respondent UAW Local 862 to meet with respondent Voith's employees during work time in order to urge its employees to sign membership applications.

23. About February 20, 2012, April 11, 2012 and April 16, 2012, respondent UAW International and respondent UAW Local 862 received assistance and support from respondent Voith which allowed respondent UAW International and respondent UAW Local 862 to meet with respondent Voith's employees in order to urge the employees to sign membership applications and check off authorizations.

24. (a) About February 22, 2012, respondent UAW International and respondent UAW Local 862 obtained recognition from respondent Voith as the exclusive collective-bargaining representatives of the Unit.

(b) About May 1, 2012, respondent UAW International and respondent UAW Local 862 obtained recognition from respondent Voith as the exclusive collective-bargaining representative of the Unit.

(c) Respondent UAW International and respondent UAW Local 862 engaged in the conduct described above in paragraphs 24(a) and (b) even though they did not represent an uncoerced majority of the Unit.

(d) Respondent UAW International and respondent UAW Local 862 engaged in the conduct described above in paragraph 24(a), even though respondent Voith had not started normal operations and did not employ in the Unit a representative segment of its ultimate employee complement.

25. Respondent Voith, by Bret Griffin, at its Louisville, Kentucky facility:

(a) About May 31, 2012, threatened to discharge employees if they did not wear a Voith/UAW safety vest.

(b) About June 1, 2012, instructed employees in a staff meeting to report other employees' union activities.

(c) About June 1, 2012, denied Teamsters 89 representatives access to employees while extending access to respondent UAW.

26. By the conduct described above in paragraphs 19, 20 and 25, respondent Voith 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.

27. By the conduct described above in paragraphs 17, 18, 19, 20, 21 and 22, respondent Voith has been rendering unlawful assistance and support to respondent UAW International and respondent UAW Local 862 in violation of Section 8(a)(1) and (2) of the Act.

28. By the conduct described above in paragraph 13, respondent Voith 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.

29. By the conduct described above in paragraph 16, respondent Voith has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

30. By the conduct described above in paragraphs 23 and 24, respondent UAW International and respondent UAW Local 862 have been restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

31. The unfair labor practices of respondents Voith, UAW International and UAW Local 862 described above affect commerce within the meaning of Section 2(6) and (7) of Act.

32. Upon information and belief, it may fairly be anticipated that, unless enjoined by this Court, respondent Voith will continue to engage in the acts and conduct aforesaid or similar or related acts in violation of Section 8(a)(1), (2), (3) and (5) of the Act and that respondents UAW International and UAW Local 862 will continue to engage in the acts and conduct aforesaid or similar in violation of Section 8(b)(1)(A) of the Act.

33. Upon information and belief, unless the continuation of the aforementioned unfair labor practices is immediately restrained, a serious flouting of the Act will continue with the result that enforcement of important provisions of the Act and of public policy will be impaired before respondents can be placed under legal restraint through the regular procedures of a Board order and enforcement decree. Unless injunctive relief is immediately obtained, it may fairly be anticipated that respondents will continue their unlawful conduct during the proceedings before the Board and during subsequent proceedings before a court of appeals for an enforcement decree with the result that the employees of respondent will continue to be deprived of their rights guaranteed in the Act.

34. Upon information and belief, to avoid the serious consequences as set forth above, it is essential, appropriate and just and proper, for the purposes of effectuating the policies of the Act and avoiding substantial, irreparable and immediate injury to such policies, to the public interest, and to employees of respondent and in accordance with the purposes of Section 10(j) of the Act, that pending the final disposition of the matters involved herein pending before the Board, respondents be enjoined and restrained from the commission of the conduct alleged above, similar acts and conduct or repetitions thereof.

WHEREFORE, petitioner prays:

1. That the Court issue an Order to Show Cause directing respondents that any answer to the petition be filed within 7 days of the issuance of the Court's Show Cause Order, that any responsive brief to the petition be filed within 14 days of the issuance of the Court's Show Cause Order, that petitioner shall have 7 days to file a reply to any responsive brief filed, and that respondents appear before this Court, at a time and place fixed by the Court, and show cause, if any there be, why pending the Board's final disposition of the administrative proceeding in this matter, an injunction should not issue enjoining and restraining respondent Voith, its officers, representatives, agents, servants, employees, attorneys, successors and assigns, and all persons acting in concert or participation with it, from:

(a) refusing to hire, or consider for hire, the former employees of Cooper Transport, and others similarly situated, because of their membership in Teamsters 89 because they engaged in concerted activities, and to discourage employees from engaging in these activities and in order to avoid an obligation to recognize and bargain with Teamsters 89 because they engaged in concerted activities, and to discourage employees from engaging in these activities and in order to avoid an obligation to recognize and bargain with Teamsters 89.

(b) failing and refusing to recognize and bargain with Teamsters 89 as the exclusive collective-bargaining representative of the bargaining unit employees;

(c) rendering assistance and support to respondent UAW;

(d) granting recognition to respondent UAW as the exclusive collective-bargaining representative of the bargaining unit employees even though respondent UAW did not represent an uncoerced majority of the unit employees and respondent had not started normal business operations and did not employ a representative segment of its ultimate employee complement;

(e) telling employees that if they are hired, they would have to become members of respondent UAW; and,

(f) in any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

In addition, petitioner seeks an affirmative order requiring respondent Voith to:

(a) Within 5 days of the Court's order offer, in writing, immediate interim employment to all former employees of Cooper Transport and other similarly-situated individuals, displacing, if necessary, other workers hired, transferred, or reassigned to perform unit work and if there are an insufficient number of positions for former Cooper Transport employees, create a preferential hire list and use it to fill positions as such become available;

(b) Upon request of Teamsters 89, bargain in good faith with Teamsters 89 as the exclusive collective-bargaining representative of the Unit concerning wages, hours, and other terms and conditions of employment, and put in writing and sign any agreement reached;

(c) Upon request of Teamsters 89, rescind any and all unilateral changes respondent Voith implemented at or since the time it took over the operation;

(d) Withdraw and withhold recognition from respondent UAW;

(e) Within 10 days of the Court's Order, after consultation with the Region's compliance officer as to the time(s) and location(s), schedule a mandatory meeting or meetings at respondent Voith's facility with employees, including instated employees, at a time or times when respondent Voith normally conducts employee meetings, to ensure the widest possible attendance, at which a responsible official of respondent Voith shall read in the presence of a Board agent, or at petitioner's option, a Board agent in the presence of respondent Voith's responsible official, shall read the Court's Order to employees and provide translation of the readings, if needed, and further that respondent Voith permit a representative of Teamsters 89 to be present during such reading or readings;

(f) Post copies of the District Court's Order in all locations where other notices to employees are customarily posted; maintain these postings during the Board's administrative process free from all obstructions and defacements and grant to agents of the Board reasonable access to these facilities in order to monitor compliance with the posting requirement;

(g) Within 20 days of the issuance of the District Court's Order, to file with the District Court, and serve a copy on the Board, a sworn affidavit from a responsible official of respondent Voith, setting forth with specificity the manner in which it has complied with the Court's Order including the location(s) of the posting required by the Order;

2. In addition, petitioner seeks an affirmative order requiring respondents UAW International and UAW Local 862 to cease giving effect to the recognition extended to them by respondent Voith.

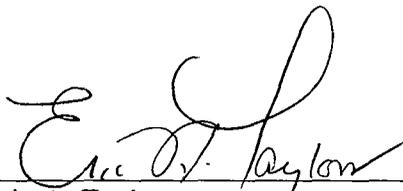
3. That upon return of the Order to Show Cause, the Court issue an order enjoining and restraining respondents in the manner set forth above.

4. That the Court grant such further and other relief as may be just and proper.

Dated at Cincinnati, Ohio this 1st day of August 2012.

Office of the General Counsel:

Barry J. Kearney, Associate General Counsel
Elinor Merberg, Deputy General Counsel
Garey E. Lindsay, Regional Attorney

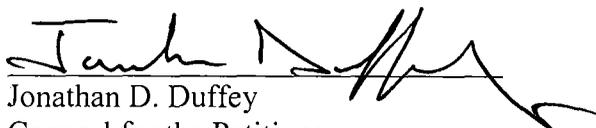


Eric A. Taylor
Counsel for the Petitioner
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Petitioner:



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



Jonathan D. Duffey
Counsel for the Petitioner
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

CERTIFICATE OF SERVICE

August 1, 2012

I hereby certify that on August 1, 2012, I filed the Petition for Preliminary Injunction under Section 10(j) of the National Labor Relations Act, as amended with the Clerk of Court, and I hereby certify that I have also mailed by United States Postal Service document to Mr. James Wallington, Mr. William Karges, Mr. Stephen Richey, Mr. Gary Marsak, Ms. Michele Henry and Mr. Irwin H. Cutler, Jr.:

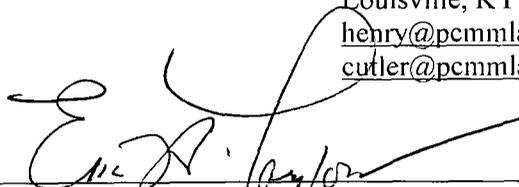
Mr. James F. Wallington
Attorney at Law
1150 Connecticut Ave., NW, Suite 315
Washington, D.C. 20036-4104
e-mail: jwallington@bapwild.com

Mr. William Karges
Associate General Counsel
UAW
8000 East Jefferson Ave.
Detroit, MI 48214-3963
e-mail: wkarges.uaw.net

Mr. Stephen Richey
Attorney at Law
Thompson & Hine, LLP
312 Walnut St., Suite 1400
Cincinnati, OH 45202-4029
e-mail: Stephen.richey@thompsonhine.com

Mr. Gary A. Marsack
Attorney at Law
Lindner & Marsack, S.C.
411 E. Wisconsin Ave., Suite 1800
Milwaukee, WI 53202-4498
e-mail: gmarsack@lindner-marsack.com

Ms. Michele Henry
Mr. Irwin H. Cutler, Jr.
Attorneys at Law
800 Republic Building
429 W. Muhammad Ali Blvd.
Louisville, KY 40202
henry@pcmmlaw.com
cutler@pcmmlaw.com



Eric A. Taylor #0061169
Trial Attorneys for Petitioner
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street, Cincinnati, Ohio 45202-3271



Jonathan D. Duffey #0069723
Trail Attorney for Petitioner
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
Cincinnati, Ohio 45202-3271

STATE OF OHIO)
) SS
COUNTY OF HAMILTON

I, Gary W. Muffley, being first duly sworn, depose and say that I am Regional Director of the Ninth Region of the National Labor Relations Board; that I have read the foregoing Petition for Injunction under Section 10(j) of the National Labor Relations Act, as amended, and know the contents thereof; that the statements therein made as upon personal knowledge are true and those made upon information and belief, I believe to be true.



Gary W. Muffley, Petitioner

Subscribed and sworn to before
me this 1st day of August 2012.



Marlene M.L. Dole
Notary Public, State of Ohio
My commission expires May 23, 2015.
Section 147.03 R. C.