

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 21**

<b>MASON-DIXON INTERMODAL D/B/A UNIVERSAL INTERMODAL SERVICES</b>	<b>Cases</b>	<b>21-CA-252500 21-CA-252574 21-CA-264164</b>
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**and**

<b>MASON-DIXON INTERMODAL D/B/A UNIVERSAL INTERMODAL SERVICES AND SOUTHERN COUNTIES EXPRESS, INC.</b>		<b>21-CA-253662 21-CA-259130</b>
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**and**

<b>ROADRUNNER INTERMODAL SERVICES, LLC</b>		<b>21-CA-254813</b>
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**and**

<b>UNIVERSAL TRUCKLOAD, INC.</b>		<b>21-CA-255151</b>
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**and**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

**ORDER CONSOLIDATING CASES,  
CONSOLIDATED COMPLAINT, AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED that Case 21-CA-252500, which is based on a charge filed by International Brotherhood of Teamsters (Union) against Mason-Dixon International d/b/a Universal Intermodal Services, whose correct name is Mason-Dixon Intermodal d/b/a Universal Intermodal Services, Case 21-CA-252574, which is based on a charge filed by the Union against Mason-Dixon International d/b/a Universal Intermodal Services, whose correct name is Mason-Dixon Intermodal d/b/a Universal Intermodal

Services, Case 21-CA-264164, which is based on a charge filed by the Union against Universal Intermodal Services, whose correct name is Mason-Dixon Intermodal d/b/a Universal Intermodal Services, Case 21-CA-253662, which is based on a charge filed by the Union against Mason-Dixon Intermodal d/b/a Universal Intermodal Services and Southern Counties Express, whose correct name is Southern Counties Express, Inc., Case 21-CA-259130, which is based on a charge filed by the Union against Universal Intermodal Services, whose correct name is Mason-Dixon Intermodal d/b/a Universal Intermodal Services (hereinafter referred to as Respondent Universal Intermodal) and Southern Counties Express, whose correct name is Southern Counties Express, Inc. (hereinafter referred to as Respondent Southern Counties), Case 21-CA-254813, which is based on a charge filed by the Union against Roadrunner Intermodal Services, whose correct name is Roadrunner Intermodal Services, LLC (Respondent Roadrunner), and Case 21-CA-255151, which is based on a charge filed by the Union against Universal Truckload, Inc., (Respondent Universal Truckload) are consolidated. Respondent Universal Intermodal, Respondent Southern Counties, Respondent Roadrunner, and Respondent Universal Truckload are referred to collectively hereinafter as Respondents.

This Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. Sec. 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondents have violated the Act as described below.

1. (a) The charge in Case 21-CA-252500 was filed by the Union on November 26, 2019, and a copy was served on Respondent Universal Intermodal by U.S. mail on November 26, 2019.

(b) The first amended charge in Case 21-CA-252500 was filed by the Union on November 27, 2019, and a copy was served on Respondent Universal Intermodal by U.S. mail on November 29, 2019.

(c) The second amended charge in Case 21-CA-252500 was filed by the Union on December 16, 2019, and a copy was served on Respondent Universal Intermodal by U.S. mail on December 17, 2019.

(d) The third amended charge in Case 21-CA-252500 was filed by the Union on December 30, 2019, and a copy was served on Respondent Universal Intermodal by U.S. mail on January 2, 2020.

(e) The charge in Case 21-CA-252574 was filed by the Union on November 27, 2019, and a copy was served on Respondent Universal Intermodal by U.S. mail on November 27, 2019.

(f) The first amended charge in Case 21-CA-252574 was filed by the Union on December 16, 2019, and a copy was served on Respondent Universal Intermodal by U.S. mail on December 17, 2019.

(g) The second amended charge in Case 21-CA-252574 was filed by the Union on March 17, 2021, and a copy was served on Respondent Universal Intermodal by U.S. mail on March 17, 2021.

(h) The charge in Case 21-CA-264164 was filed by the Union on August 5, 2020, and a copy was served on Respondent Universal Intermodal by U.S. mail on August 5, 2020.

(i) The charge in Case 21-CA-253662 was filed by the Union on December 20, 2019, and a copy was served on Respondent Universal Intermodal by U.S. mail on December 20, 2019.

(j) The first amended charge in Case 21-CA-253662 was filed by the Union on January 15, 2020, and a copy was served on Respondent Universal Intermodal by U.S. mail on January 15, 2020.

(k) The second amended charge in Case 21-CA-253662 was filed by the Union on June 1, 2020, and a copy was served on Respondent Universal Intermodal and Respondent Southern Counties by U.S. mail on June 2, 2020.

(l) The charge in Case 21-CA-259130 was filed by the Union on April 14, 2020, and a copy was served on Respondent Universal Intermodal by U.S. mail on April 15, 2020.

(m) The first amended charge in Case 21-CA-259130 was filed by the Union on June 1, 2020, and a copy was served on Respondent Universal Intermodal and Respondent Southern Counties by U.S. mail on June 2, 2020.

(n) The charge in Case 21-CA-254813 was filed by the Union on January 16, 2020, and a copy was served on Respondent Roadrunner by U.S. mail on January 17, 2020.

(o) The charge in Case 21-CA-255151 was filed by the Union on January 24, 2020, and a copy was served on Respondent Universal Truckload by U.S. mail on January 28, 2020.

2. (a) At all material times, Respondent Universal Intermodal, a Michigan corporation, with a former office located at 2035 Bella Vista Way, Compton, California (Compton facility), has been engaged in the business of providing transportation services.

(b) During the calendar year 2019, a representative period, Respondent Universal Intermodal purchased and received at its Compton, California facility goods valued in excess of \$50,000 directly from points outside the State of California.

(c) At all material times, Respondent Southern Counties, a California corporation, with a principal office located at 18020 South Santa Fe Avenue, Rancho Dominguez, California (Rancho Dominguez facility) has been engaged in the business of providing full-service harbor drayage, transloading, warehousing and project cargo services in Southern California.

(d) During the calendar year 2019, a representative period, Respondent Southern Counties purchased and received at its Rancho Dominguez, California facility goods valued in excess of \$50,000 directly from points outside the State of California.

(e) At all material times, Respondent Universal Truckload, a Delaware corporation, with an office and place of business located at 15033 Slover Avenue, Fontana, California (Slover facility) has been engaged in the business of customized transportation and logistics solutions.

(f) During that calendar year 2019, a representative period, Respondent Universal Truckload purchased and received at its Slover facility goods valued in excess of \$50,000 directly from points outside the State of California.

(g) At all material times, Respondent Roadrunner, a limited liability company with offices and places of business located at 1815 East O Street, Wilmington, California (Wilmington facility) and 11272 Calabash Avenue, Fontana, California (Fontana facility) has been engaged in the business of a nationwide drayage provider, servicing major port and rail locations throughout the United States.

(h) During the calendar year 2020, a representative period, Respondent Roadrunner performed services valued in excess of \$50,000 in States other than the State of California.

(i) At all material times until about December 19, 2019, Respondent Universal Intermodal utilized the Slover facility for certain of its drivers.

3. (a) At all material times, Respondents have been affiliated business enterprises under control of Universal Logistics Holdings, Inc. through Universal Management Services with common officers, ownership, directors, management, and supervision; have administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personal with each other; have interrelated operations services and have held themselves out to the public as a single-integrated enterprise.

(b) Based on its operations described above in paragraph 3, Respondents constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

4. (a) At all material times, Respondents have had substantially identical management, business purposes, operations, equipment, customers, and supervision, and ownership.

(b) Based on the operations and conduct described above in paragraph 4(a), Respondents are, and have been at all material times, alter egos within the meaning of the Act.

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

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

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

Joe Lugo	General Manager of Respondent Universal Intermodal
Micheal Vagts	Director of Labor and Contractor Relations of Universal Management Services, Inc.
Dennis Glackin	Vice President of Labor Relations of Universal Management Services, Inc.
Tony Miles	Regional Director of the West Coast
Tom Phillips	Chief Executive Officer of Universal Management Services, Inc.
Don Taylor	President of Respondent Universal Intermodal
Mike Erskine	Vice President of Respondent Universal Truckload
Chris Howder	Director of Universal Management Services, Inc.

(b) At all material times, Labor Consultant Kirk Cummings has been an agent of Respondents within the meaning of Section 2(13) of the Act.

8. (a) The following employees of Respondent Universal Intermodal (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 port drivers employed by Respondent Universal Intermodal working or dispatched out of Respondent Universal Intermodal's facility located at 2035 Vista Bella Way, Compton, California; excluding all other employees,

dispatchers, mechanics, office clerical employees, professional employees, confidential employees, managerial employees, guards, and supervisors as defined in the Act.

(b) On December 4, 2019, an election was conducted in the Unit.

(c) On January 8, 2020, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

(d) At all times since December 4, 2019, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

9. (a) At all material times, and since at least May 27, 2019, Respondents have maintained as a condition of employment for all Respondent Universal Intermodal employees at the Compton facility and Slover facility an agreement entitled Agreement to Waive Participation in Class and Collective Actions (Agreement) that contains provisions prohibiting employees from engaging in protected concerted activity.

(b) At all material times, and at least since May 27, 2019, employees would reasonably conclude that the provisions of the Agreement described above in paragraph 9(a) and attached as Exhibit 1, restrict their access to the Board and its processes.

10. About November 12, 2019, Respondents, by Kirk Cummins, at the Slover facility, interrogated an employee about the employee's support for the Union.

11. Respondents, by Joe Lugo:

(a) About November 14 or 18, 2019, at the Compton facility, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.

(b) About November 25, 2019, at the Compton facility, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if they refrained from union organizational activity.



12. (a) About November 25, 2019, Respondents discharged Respondent Universal Intermodal employee Romel Mallard.

(b) About November 25, 2019, Respondents suspended Respondent Universal Intermodal employee Jonathan Ledesma.

(c) About November 27, 2019, Respondents discharged Respondent Universal Intermodal employee Jonathan Ledesma.

(d) Respondents engaged in the conduct described above in paragraphs 12 (a) through (c) because the named employees of Respondent Universal Intermodal assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

13. (a) About December 5, 2019, Respondents reduced the work assigned to the Unit employees.

(b) Respondents engaged in the conduct described above in paragraph 13(a) because the Unit employees assisted the Union and engaged in concerted activities, and a majority voted in favor of the Union in an election conducted on December 4, 2019, and to discourage employees from engaging in these activities.

(c) The subject set forth above in paragraph 13(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.

(d) Respondents engaged in the conduct described above in paragraph 13(a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct.

14. (a) About December 18, 2019, Respondents laid off Respondent Roadrunner's employees.

(b) Respondents engaged in the conduct described above in paragraph 14(a) because the Unit employees assisted the Union and engaged in concerted activities, and employees of Respondent Roadrunner supported and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

15. (a) About December 20, 2019, Respondents laid off Respondent Universal Truckload's employees.

(b) Respondents engaged in the conduct described above in paragraph 15(a) because the Unit employees assisted the Union and engaged in concerted activities, and employees of Respondent Universal Truckload supported and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

16. (a) About December 20, 2019, Respondents closed Respondent Universal Intermodal's Compton facility and laid off the Unit employees.

(b) About December 20, 2019, Respondents moved the work formerly assigned to the Unit employees to drivers working under the direction of Respondent Southern Counties.

(c) Respondents engaged in the conduct described above in paragraphs 16(a) and (b) because the Unit employees assisted the Union and engaged in concerted activities, and a majority voted in favor of the Union in an election conducted on December 4, 2019, and to discourage employees from engaging in these activities.

(d) Respondents engaged in the conduct described above in paragraphs 16(a) and (b) to discourage employees at Respondents' other facilities from supporting or assisting the Union or engaging in concerted activities.

(e) The subjects set forth above in paragraphs 16(a) and (b) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(f) Respondents engaged in the conduct described above in paragraphs 16(a) and (b) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct or the effects of this conduct.

17. (a) About January 18, 2020, the Union requested that Respondent Universal Intermodal bargain collectively about the terms and conditions of employment for the Unit employees.

(b) Since about January 31, 2020, Respondent Universal Intermodal has failed and refused to bargain collectively about the subjects set forth above in paragraph 17(a).

(c) The subjects set forth above in paragraph 17(a) relate to the wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

18. (a) Since about January 18, 2020, the Union has requested in writing that Respondent Universal Intermodal and Respondent Southern Counties furnish the Union with the information contained in the letter attached as Exhibit 2.

(b) The information requested by the Union, as described above in paragraph 18(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about July 15, 2020, Respondent Universal Intermodal and Respondent Southern Counties have failed and refused to furnish the Union with the information requested by it as described above in paragraph 18(a).

19. (a) Since about July 15, 2020, the Union has requested that Respondent Universal Intermodal furnish the Union with all documents reviewed and relied upon by Respondent Universal Intermodal to settle all claims involving a Unit employee for \$250.

(b) The information requested by the Union, as described above in paragraph 19(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about July 15, 2020, Respondent Universal Intermodal has failed and refused to furnish the Union with the information requested by it as described above in paragraph 19(a).

20. About July 7, 2020, Respondent Universal Intermodal by Michael Vagts bypassed the Union and dealt directly with an employee in the Unit by offering to settle his claim for reimbursement without giving the Union an opportunity to be present.

21. (a) About July 15, 2020, the Union requested that Respondent Universal Intermodal bargain collectively about issues related to a Unit employee's employment.

(b) Since about July 15, 2020, Respondent Universal Intermodal has failed and refused to bargain collectively about the subjects set forth above in paragraph 21(a).

(c) The subjects set forth above in paragraph 21(a) relate to the wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

22. By the conduct described above in paragraphs 9 through 11, Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

23. By the conduct described above in paragraphs 12, 13(a) and (b), 14, 15, and 16 (a) through (d), Respondents have 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.

24. By the conduct described above in paragraphs 13(c) and (d), 16 (a), (b), (e), and (f), and 17 through 21, Respondents have been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 9 through 21, the Acting General Counsel seeks an Order restoring the Unit, returning the work to Unit employees and requiring Respondents to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit. The Acting General Counsel also seeks reinstatement of the employees laid off by Respondents at Respondent Universal Truckload and Respondent Roadrunner facilities. The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

**ANSWER REQUIREMENT**

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, each must file an answer to the consolidated complaint. The answer must be **electronically filed with this office on or before March 31, 2021**. Respondents should also serve a copy of the answer on each of the other parties.

An answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://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 consolidated complaint as to the nonresponding Respondent are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that on **June 14, 2021, at 9 am**, a hearing in the above-entitled matter will commence. The hearing will be conducted via videoconferencing using the Zoom for Government platform, or by such other means and method as directed by the Administrative Law Judge. The hearing will continue on consecutive days until concluded. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated 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: March 17, 2021.



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William B. Cowen, Regional Director  
National Labor Relations Board, Region 21  
US Court House  
312 N Spring Street, 10th Floor  
Los Angeles, CA 90012

Attachments

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Case 21-CA-252500, et al.

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.

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## 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](http://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](http://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.

UNIVERSAL INTERMODAL SERVICES, INC.

AGREEMENT TO WAIVE PARTICIPATION IN CLASS AND COLLECTIVE  
ACTIONS

In exchange for Universal Intermodal Services, Inc. ("Company") agreeing to hire you, you agree to bring any claim you may have against the Company on an individual basis only and not on behalf of or with any other present or former employee, and you expressly agree to waive any right you may have to bring or participate in any class or collective action, private attorney general action, group action, or to join with any other current or former employee in bringing a lawsuit or asserting claims against the Company or its current, future, and former parents, subsidiaries, affiliates, shareholders, members, directors, officers, employees, insurers, benefit plans, agents, and the predecessors, successors, and assigns of each of them. This waiver applies both during the time you are employed by the Company and after your employment ends. Signing this waiver does not change the at-will nature of your employment with the Company. By signing below, you acknowledge that this waiver is a condition of your employment with the Company.

You may choose to opt out of this condition of employment within your first 60 days of employment by delivering written notice of your decision to the Company via US mail, Attn: Qualifications and Onboarding 12341 East Nine Mile Road Warren, MI 48089 or by emailing [fileupdate@goutsi.com](mailto:fileupdate@goutsi.com). If you violate this agreement and/or the Company is required to enforce this waiver in court or in any other forum, you agree to pay the Company's reasonable attorneys' fees and costs associated with doing so. If any term of this waiver is unenforceable in any jurisdiction, such unenforceability shall not affect any other term of this waiver or render unenforceable such term in any other jurisdiction.

The foregoing has been read and agreed to:

Signature: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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11135-29006

January 18, 2020

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**VIA E-MAIL, FAX, AND U.S. MAIL**

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Re: Union's Demand to Bargain and Request for Information

Dear Mr. Milles and Mr. Ferrer:

As you are aware, on January 8, 2020, the International Brotherhood of Teamsters (the "Union") was certified as the exclusive bargaining representative for "All full-time and regular part-time port drivers employed by the Employer working or dispatched out of the Employer's facility currently located at 2035 Vista Bella Way, Compton, California," with the Employer being Mason-Dixon Intermodal d/b/a Universal Intermodal Services. This letter is to demand bargaining over the terms and conditions of employment for those employees. Please immediately provide your availability for bargaining sessions in January and February 2020.

The Union has also become aware that after employees voted to unionize, the Employer, without giving notice to the Union, unilaterally terminated all bargaining unit employees and closed the Compton facility, assigning the work previously done by those bargaining unit employees to non-union employees at other locations. In addition to constituting unlawful discrimination and retaliation, these actions are clear violations of the Employer's duty to bargain with the Union. Accordingly, the Union demands that the Employer restore the status quo by reinstating all unlawfully terminated employees, and bargain with the Union over the decision to close the facility and relocate unit work. In addition to bargaining over the decision itself, the Union demands the Employer bargain over the effects of these decisions on the bargaining unit.

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In preparation for our upcoming contract negotiations, the Union needs certain information in order to develop proposals and prepare for productive negotiations. Because we hope to arrive at a collective bargaining agreement expeditiously, please provide this information as soon as possible, and by no later than Friday, January 31, 2020. Please identify any information that is not readily available, and provide a timeline of when that information will be made available to the Union so that we can plan accordingly. In addition, please identify any portion of this request for which the Employer does not maintain information, or where information is otherwise not available.

1. **Employee specific information:** A list of all bargaining unit employees containing the following information in excel spreadsheet format. "Bargaining unit employees" includes any and all employees who were terminated at any point from October 2019 through the present. Unless indicated otherwise, these requests should be construed as asking for the information for the 12-month period from January 17, 2019 through the present. For each individual employee please include the following information:

■ [REDACTED]

- b. sex or gender;
- c. race;
- d. employee number or social security number;

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

- i. wage rate, including:
  - i. base wage rate;
  - ii. whether the employee has received a higher rate of pay because they have opted out of insurance or other benefits;
  - iii. amounts paid for any premiums or differentials, e.g. for certifications, specialties, or endorsements;
  - iv. step and or grade on pay scale;

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v. all wage increases granted in the past two years and dates on which they were granted;

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

n. number of hours missed as a result of the employee being called off or as a result of the Employer otherwise canceling that employee's scheduled shift;

o. total amounts paid for any hiring, recruitment, relocation or retention bonuses;

p. amount employee and employer contributed to all retirement plans. Please breakout information by retirement plan and by employee/employer contribution;

q. amounts paid to employee for missed breaks;

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- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

6. **Employer policies:** A copy of all policies and procedures related to employment conditions and benefits, including all current work rules and a copy of all employee handbooks or manuals:

- a. This request includes, without limitation:
  - i. company leave policies;
  - ii. attendance policies;
  - iii. policies with respect to diseases, disability or illness;



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- iv. policies with respect to promotions or raises;
  - v. training programs;
  - vi. temporary help/hiring policies;
  - vii. layoff/recall policies;
  - viii. drug and alcohol policies;
  - ix. holiday gift policies.
  - x. policies with respect to the use of any bulletin boards, or other locations, where notices to employees are regularly posted;
  - xi. policies regarding the use of computer equipment to which employees have access
- b. For any leave policy—such as sick leave, vacation leave, PTO, family leave, maternity/paternity leave, Family Medical Leave, or State leave—please include information regarding accrual rates, maximum accruals, limits on utilization, procedures for cash-out, list of employees who have utilized such leave in the past five years, a list of employees who have been denied such leave;
7. **Health and Safety:** Any reports or logs related to injuries on the job, and/or workplace health and safety;
8. **Discipline:** Copies of all disciplinary notices, warnings, or records of disciplinary personnel actions for the last year received by, or assessed against, bargain unit employees;
9. **Individual Agreements:** Identify any employee with whom the Employer has any oral or written agreement, and provide a copy of such agreement if in writing, or describe the terms and conditions of the agreement;
10. **Employee Evaluations:** Copies of any employee evaluations in the past five years;
11. **Recent Terminations/Relocation/Layoffs/Transfer of Unit Work:** Please provide the following information related to the Employer's unilateral and unlawful decision to terminate unit members in December 2019, and relocate bargaining unit work to related facilities:

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- a. Bylaws, articles of incorporation, and corporate structure for the Employer and any parent, subsidiary, or related company;
- b. Financial statements for the last five years for the Employer and any parent, subsidiary, or related company;
- c. Copies of any reports from consultants, investment advisors, certified public accountants, or others concerning the value of the company;
- d. Audited financial statements for 2018 and 2019;
- e. Monthly financial statements from January 2018 through the present;
- f. A monthly list of all customers serviced by bargaining unit employees, from January 2018 through present, including the volume of work completed for each customer;
- g. A list of any customers or contracts lost by the Employer from January 2018 through the present, including documents showing why and when that occurred;
- h. For each customer or contract serviced by bargaining unit employees as of November 2019, a description of whether the Employer or any related company is currently completing that work;
- i. Correspondences, proposals, plans, agreements, or other documents regarding Employer's decision to layoff or terminate bargaining unit employees in December 2019;
- j. Correspondences, proposals, plans, agreements, or other documents regarding Employer's decision to relocate bargaining unit work to other facilities in December 2019;
- k. Documents supporting the Employer's contention that the terminations/layoffs/plant closure/relocation in December 2019 was economically necessary;
- l. 
- m. Correspondences, proposals, plans, agreements, or other documents regarding Employer's re-negotiation for the lease at 2035 Vista Bella Way, Compton, California;

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- n. Correspondences, proposals, plans, agreements, or other documents regarding Employer's search or efforts to obtain a lease on another property in Southern California in 2019;
- o. Correspondences, proposals, plans, agreements, or other documents regarding contingency plans if the Employer did not renew the lease at 2035 Vista Bella Way, Compton, California; and
- p. Correspondences, proposals, plans, agreements, or other documents regarding new hiring of employee drivers or owner-operators by the Employer or any related entity in Southern California since October 2018.

The Union reserves the right to request additional information in the future as may be necessary to properly represent bargaining unit employees. These requests include a continuing duty to provide additional information that becomes available after these requests have been answered. The Union believes that all of these requests are valid and demands relevant information under the National Labor Relations Board's standards. Should the Employer have any concerns, the Union stands ready to negotiate over the Employer's concerns to work out a mutually agreeable resolution. We respectfully request that the information be provided in the most useable format.

We look forward to receiving this information by no later than January 31, 2020. If any information is not immediately available or cannot be provided by January 31, 2010, identify which items and provide an explanation or timeframe so that we may properly prepare.

Thank you in advance. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Bush Gottlieb  
A Law Corporation



Julie Gutman Dickinson

cc: Fred Potter, Port Division Director, International Brotherhood of Teamsters  
Eric Tate, Port Division International Representative, International Brotherhood of Teamsters /Secretary-Treasurer, Teamsters Local 848