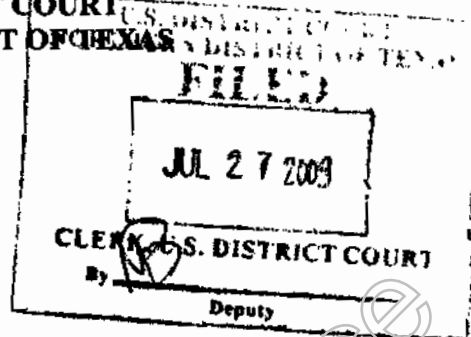


VD
ORIGINAL
w/o

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



MARTHA KINARD, Regional
Director of the Sixteenth Region of the
National Labor Relations Board, for
and on behalf of the
NATIONAL LABOR RELATIONS BOARD,

Petitioner

8-09CV1390-D

v.

Civil No.

ORAL ARGUMENT
REQUESTED

VANGUARD CAR RENTAL, INC.,

Respondent

PETITION FOR TEMPORARY INJUNCTION
PURSUANT TO SECTION 10(J) OF THE
NATIONAL LABOR RELATIONS ACT,
AS AMENDED (29 U.S.C. SECTION 160(J))¹

To the Honorable Judges of the United States District Court for the Northern District of Texas, Dallas Division:

COMES NOW, Martha Kinard, Regional Director of the Sixteenth Region of the National Labor Relations Board, herein called the Board, and petitions this Court, for and

¹ Section 10(j) of the Act provides:

The Board shall have power, upon issuance of a complaint as provided in subsection (b) charging that any person has engaged in or is engaging in an unfair labor practice, to petition any United States District Court, within any district wherein the unfair labor practice in question is alleged to have occurred or wherein such person resides or transacts business, for appropriate temporary relief or restraining order. Upon the filing of any such petition the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper.

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. Section 160(j)], herein called the Act, for appropriate injunctive relief pending the final disposition of the matters involved herein pending a decision by the Board, on a complaint issued by the General Counsel of the Board, alleging, inter alia, that Respondent has engaged in, and is engaging in, acts and conduct in violation of Section 8(a) (1), (3) and (5) of the Act [29 U.S.C § 158(a)(1), (3) and (5)]. In support thereof, Petitioner respectfully shows as follows:

1. Petitioner is the Regional Director of the Sixteenth 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 [29 U.S.C. § 160(j)].

3. (a) On about January 13, 2009, the International Brotherhood of Teamsters, Local Union 745, AFL-CIO, herein called Union, filed a charge with the Board, alleging, inter alia, that Vanguard Car Rental, Inc., herein called Respondent, has engaged in and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act [29 U.S.C. § 158(a)(1) and (5)]. (A copy of the charge is attached hereto as Exhibit A and made a part hereof.)

(b) On about February 20, 2009, the Union filed the first amended charge with the Board, alleging, inter alia, that Respondent, has engaged in and is engaging in, unfair labor practices within the meaning of Section 8(a)(1), (3) and (5) of the Act [29 U.S.C. § 158(a)(1), (3) and (5)]. (A copy of the first amended charge is attached hereto as Exhibit B and made a part hereof.)

(c) On about March 12, 2009, the Union filed the second amended charge with the Board, alleging, inter alia, that Respondent, has engaged in and is engaging in, unfair labor practices within the meaning of Section 8(a)(1), (3) and (5) of the Act [29 U.S.C. § 158(a)(1), (3) and (5)]. (A copy of the second amended charge is attached hereto as Exhibit C and made a part hereof.)

4. The charges described above in paragraph 3 were referred to the Petitioner for investigation.

5. Upon the charges described above in paragraph 3 and after an investigation in which Respondent was given the opportunity to present evidence and legal argument, the General Counsel of the Board, on behalf of the Board, pursuant to Section 10(b) of the Act, issued a Complaint and Notice of Hearing on April 30, 2009, herein called Complaint. The Complaint alleges that Respondent engaged in, and is engaging in, unfair labor practices in violation of Section 8(a)(1), (3) and (5) of the Act. (A copy of the Complaint is attached hereto as Exhibit D.)

6. There is reasonable cause to believe that the allegations set forth in the Complaint referenced above are true and that Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1), (3) and (5) of the Act [29 U.S.C. § 158(a)(1), (3), and (5)], affecting commerce within the meaning of Section 2(6) and (7) of the Act [29 U.S.C. § 152(6) and (7)] for which a remedy will be ordered by the Board, but that the Board's order for such remedy will be frustrated without the temporary injunctive relief sought herein. More particularly, there is reasonable cause to believe that Respondent by terminating employee Ajeana Halcomb, by interrogating employees, by threatening employees, by promising employees benefits if they did not

select the union, and by more closely supervising employees violated Section 8(a)(1) and (3) of the Act [29 U.S.C. § 158(a)(1), and (3)]. In addition, there is reasonable cause to believe that, by making changes in attendance policies and announcing changes in vacation policies, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act [29 U.S.C. § 158(a)(1), and (5)], affecting commerce within the meaning of Section 2(6) and (7) of the Act [29 U.S.C. § 152(6) and (7)] for which a remedy will be ordered by the Board, but that the Board's order for such remedy will be frustrated without the temporary injunctive relief sought herein. In support thereof, Petitioner, upon information and belief, shows as follows:

(a) At all material times Respondent, a Delaware corporation, has been engaged in the business of car rentals at the Dallas/Fort Worth Airport located in Dallas, Texas, the only facility involved herein.

(b) Annually, the Respondent, in conducting its business operations within the State of Texas, purchased materials and/or services valued in excess of \$50,000 from states other than the State of Texas.

(c) Based on its operations described above in subparagraphs 6(a) and (b), Respondent is engaged in interstate commerce.

(d) 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 [29 U.S.C. § 152(2), (6) and (7)] and has been conducting and transacting business in this judicial district.

(e) At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act [29 U.S.C. § 152(5)].

(f) At all material times, the following persons occupied the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act [29 U.S.C. § 152(11)] and agents of Respondent within the meaning of Section 2(13) of the Act [29 U.S.C. §152(13)]:

Greg Stubblefield	President
Mike Filamina	Regional Vice President
Bill Baker	Regional Human Resource Manager
Bill Shea	DFW Airport Market Manager
Jeremiah McClure	Operations Manager
Brad Walls	City Manager
Will House	Sales Manager
Tony Holbrook	Labor Relations Director
Carrie Carter	Human Resource Manager

(g) On October 7, 2008, Respondent, through McClure, interrogated employees about signing union cards.

(h) In October 2008, a more specific date unknown to the undersigned, Respondent, through Filamina, interrogated an employee about why employees needed representation.

(i) In October 2008, a more specific date unknown to the undersigned, Respondent, through Shea, interrogated employees by asking how they were going to vote and if they signed cards.

(j) In October 2008, a more specific date unknown to the undersigned, Respondent, through Shea and Walls, interrogated an employee about who started the Union.

(k) In November 2008, a more specific date unknown to the undersigned, Respondent, through Shea, interrogated employees about their union sentiments.

(l) On November 13, 2008, Respondent, through McClure, interrogated an employee about how the employee voted in the Union election.

(m) On October 7, 2008, Respondent, through McClure, threatened employees with loss of profit sharing if the Union was selected as the exclusive bargaining representative.

(n) In October 2008, a more specific date unknown to the undersigned, Respondent, through Shea and Walls, threatened employees that Respondent would find out who started the Union and they should tell Respondent who started the Union.

(o) In October 2008, a more specific date unknown to the undersigned, Respondent, through Walls, threatened employees that Respondent "would get" the employee who started the Union once they knew who it was.

(p) In November 2008, a more specific date unknown to the undersigned, Respondent, through Shea, threatened employees with loss of profit sharing if the Union was selected as the exclusive bargaining representative.

(q) On November 13, 2008, Respondent, through McClure, threatened employees with loss of benefits, including the point system, vacation and holidays because the Union was selected as the exclusive bargaining representative.

(r) On November 13, 2008, Respondent, through McClure, threatened employees that they would be unable to go home because of an emergency because the Union was selected as the exclusive bargaining representative.

(s) On November 13, 2008, Respondent, through McClure, threatened employees that Respondent would not put up with Union troublemakers.

(t) On November 13, 2008, Respondent, through Shea, threatened employees with job loss if they selected the Union as the exclusive bargaining representative.

(u) On November 3, 2008, Respondent, through Shea, unlawfully promised employees benefits in the form of a \$500 referral program if they did not select the Union as their exclusive bargaining representative.

(v) In January 2009, Respondent more closely supervised employees.

(w) On January 14, 2009, Respondent terminated employee Ajeana Halcomb.

(x) Respondent engaged in the conduct described above in subparagraphs 6(v) and 6(w) because the employees formed, joined and/or assisted the Union and engaged in concerted activities and to discourage employees from engaging in those activities.

(y) The following employees of Respondent, herein called the Unit, constitute a Unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act [29 U.S.C. § 159 (b)]:

Included: All greeters, exit booths, counter reps/rental agents, handhelds at the Employer's place of business located at 3720 South 26th Avenue, Dallas, Texas.

Excluded: All mechanics, supervisors, managers, managers-in-training (mcp), guards and watchmen as defined in the Act.

(z) On November 13, 2008, the Union was selected as the exclusive bargaining representative of the Union and was certified on November 21, 2008.

(aa) At all times since November 13, 2008, based on Section 9(a) of the Act [29 U.S.C. § 159(a)], the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

(bb) About December 2008, Respondent changed its attendance policy.

(cc) On January 12, 2008, Respondent announced a change to its vacation policy.

(dd) The subjects set forth above in subparagraphs 6(bb) and 6(cc) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(ee) Respondent engaged in the conduct described above in subparagraphs 6(bb) and (cc) without prior notice to and without affording the Union an opportunity to bargain with Respondent.

7. There is reasonable cause to believe that by the acts and conduct set forth above in subparagraphs 6(g) through 6(u), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act [29 U.S.C. § 157] in violation of Section 8(a)(1) of the Act [29 U.S.C. § 158(a)(1)] and affecting commerce within the meaning of Section 2(6) and (7) of the Act [29 U.S.C. § 152(2), (6) and (7)].

8. There is reasonable cause to believe that by the acts and conduct set forth above in subparagraphs 6(v) through 6(x), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, including employee Holcomb, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act [29 U.S.C. § 158(a)(3) and (1)] and

engaging in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act [29 U.S.C. § 152(2), (6) and (7)].

9. There is reasonable cause to believe that by the acts and conduct set forth above in subparagraphs 6(bb) through 6(ce) Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act [29 U.S.C. § 158(a)(5) and (1)] and engaging in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act [29 U.S.C. § 152(2), (6) and (7)].

10. Upon information and belief, it may be fairly anticipated that, unless enjoined, Respondent will continue to engage in the acts and conduct aforesaid, or similar or related acts and conduct, and will continue to restrain and coerce employees in the exercise of their rights guaranteed in Section 7 of the Act [29 U.S.C. § 157] in violation of Section 8(a)(1) of the Act [29 U.S.C. § 158(a)(1)], will continue to discriminate in regards to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act [29 U.S.C. § 158(a)(3) and (1)], and will continue to fail and refuse to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act [29 U.S.C. § 158(a)(5) and (1)].

11. There is imminent danger that substantial and irreparable injury will result to Respondent's employees unless the continuation of the aforementioned unfair labor practices is immediately restrained, and a serious flouting of the Act will continue with the result that enforcement of important provisions of the Act and of the public policy,

will be impaired before Respondent can be placed under legal restraint through the regular procedure of a Board order and enforcement decree. Unless injunctive relief is immediately obtained, it may fairly be anticipated that Respondent will continue its unlawful conduct during the proceeding before the Board and during subsequent proceedings before a Court of Appeals for an enforcement decree with the result that employees of Respondent will continue to be deprived of their Section 7 rights under the Act, inter alia, to form, join or assist a labor organization, or to refrain from any and all such activities.

12. Upon information and belief, to avoid the serious consequences as set forth above, it is essential, just, proper, and appropriate 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 at its Dallas, Texas facility, and in accordance with the purposes of Section 10(j) of the Act, that pending the final disposition of the matter involved pending before the Board, Respondent be enjoined and restrained from the commission of the acts and conduct alleged above, similar acts and conduct or repetitions thereof, as set forth below in paragraph 1, and be ordered to take the affirmative action, as set forth below in paragraph 2.

WHEREFORE, Petitioner prays:

(1) That the Court issue an order directing Respondent to appear before this Court, at a time and place to be fixed by the Court, and show cause, if any there be, why an injunction should not issue enjoining and restraining Respondent or its officers, agents, representatives, servants, employees, and all members and persons acting in

concert with it, pending the final disposition of the matters involved pending before the Board, from:

- (a) interrogating employees about whether they signed union cards;
- (b) interrogating employees about why they needed representation;
- (c) interrogating employees by asking how they were going to vote in the Union election;
- (d) interrogating employees about who started the Union organizing campaign;
- (e) interrogating employees about their union sentiments;
- (f) interrogating employees about how they voted in the Union election;
- (g) threatening employees with loss of profit sharing if the Union was voted in;
- (h) threatening employees that Respondent would find out who started the Union and telling employees they might as well tell Respondent who started the Union;
- (i) threatening employees by stating that Respondent would retaliate against the employee who started the Union once they learned who it was;
- (j) threatening employees with loss of benefits including the point system, vacation and holidays benefits;
- (k) threatening employees with loss of benefits by saying that if an employee needed to go home because of an emergency, the employee would be unable to because there was a union;

- (l) threatening employees that Respondent would not put up with Union troublemakers;
 - (m) threatening employees with job loss if they voted for the Union;
 - (n) unlawfully promising benefits in the form of a \$500 referral program if they did not vote for the Union;
 - (o) more closely supervising employees because they voted for the Union;
 - (p) terminating employees because of their union and/or protected concerted activities;
 - (q) unilaterally changing its attendance policy without notice to and without bargaining with the Union;
 - (r) announcing changes to its vacation policy without notice to and without bargaining with the Union; and,
 - (s) in any like or related manner, frustrate the exercise of any of the rights guaranteed by Section 7 of the Act [29 U.S.C. § 157].
- (2) That the Court issue an affirmative order directing Respondent to:
- (a) In writing, offer Ajeana Halcomb immediate interim reinstatement to her former position of employment and working conditions at Respondent's facility in Dallas, Texas, displacing, if necessary, any newly-hired reassigned or transferred employee or if her position no longer exists, reinstate her to a substantially equivalent position;
 - (b) Upon request from the Union, rescind the unilateral change in its attendance policy;

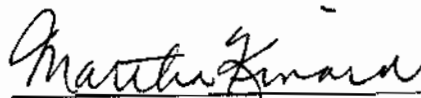
- (c) Upon request from the Union, rescind its announced changes to its vacation policy;
- (d) Within twenty (20) days of the issuance of the District Court's Order, file with the Court, with a copy submitted to the Regional Director of the Sixteenth Region of the Board, a sworn affidavit from a responsible official of Respondent setting forth with specificity the manner in which Respondent has complied with the terms of the Order; and,
- (e) Send an electronic copy of the District Court's Opinion and Order to all employees via Respondent's e-mail system.

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

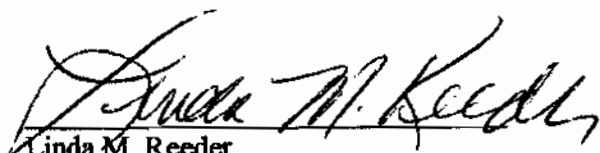
(4) That the Court grant such further and other relief as may be just and proper.

(5) That the Court grant expedited consideration to this Petition, in accordance with 28 U.S.C. 1657(a) and the remedial purposes of Section 10(j) of the Act [29 U.S.C. § 160(j)].

Dated at Fort Worth, Texas, this 27th day of July, 2009.



Martha Kinard
Regional Director
Region Sixteen
National Labor Relations Board
819 Taylor Street - Room 8A24
Fort Worth, Texas 76102



Linda M. Reeder
Attorney in Charge
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Ohio Bar No. 0064493 ✓
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PHV

FORM NLRB-501 (4-83)		UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST EMPLOYER		DO NOT WRITE IN THIS SPACE	
		Case 16-CA-26550	Date Filed 1/13/09		
INSTRUCTIONS: File an original and 4 copies of this charge 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 VANGUARD CAR RENTAL, INC.				b. Number of workers employed	
c. Address (street, city, state, ZIP code) 3720 South 26 th Ave., DFW Airport, Texas 75261		d. Employer Representative William Shea, General Manager		c. Telephone No.	
f. Type of Establishment (factory, mine, wholesaler, etc.) Car Rental		g. Identity principal product or service Rental Vehicles			
g. 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) <u>5</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.					
2. Basis of the Charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)					
Since on or about December 4, 2008, the above named employer has refused to bargain in good faith by unilaterally altering its work rules, resulting in the termination of employee, Ola Imalehin, without bargaining in good faith with Teamsters Local 745, the certified bargaining representative of certain of its employees.					
3. Full name of party filing charge (if labor organization, give full name, including local name and number) General Drivers, Warehousemen and Helpers Local 745					
4. Address (street and number, city, state, and ZIP code) 1007 Jonelle Street, Dallas, Tx. 75217				4b. Telephone No. 214-398-0661 Fax No. 214-398-3216	
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 <u>Yona Rozen</u> Yona Rozen		Attorney Title			
Address <u>Gillespie, Rozen, Watsky & Jones, PC.</u> 3402 Oak Grove Ave., Suite 200, Dallas, Texas 75204		(Fax) 214-720-2291 214-720-2009 (Telephone No.)		1/12/09 (date)	
WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18 SECTION 1001)					

Exhibit A

From GRWM Law Firm
FEB-19-2009 10:02

42147202281

T-314 P.002/003 F-310

FORM NLRB-801
(7-99)

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

DO NOT WRITE IN THIS SPACE

Case
16-CA-26550

Date Filed
11/2/20/09

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

b. Name of Employer VANGUARD CAR RENTAL, INC.		b. Tel. No. () -
		c. Cell No. () -
		f. Fax No. () -
		g. e-Mail
d. Address (Street, city, state, and ZIP code) 2424 E. 38th Avenue DFW Airport, TX 75261-	e. Employer Representative Written Spec General Manager	h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) service	j. Identify principal product or service car rental	
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 (3) and (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 on or about October 7, 2008, it, by its officers agents and representatives has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by interrogating them about whether they signed a card.

ALLEGATIONS CONTINUED ON ATTACHED PAGE.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
General Drivers, Warehousemen and Helpers Local 745

4a. Address (Street and number, city, state, and ZIP code) 1007 Junelle Street Dallas, TX 75217-	4a. Tel. No. (214)398-0661
	4b. Cell No. () -
	4c. Fax No. (817)398-3216
	4a. e-Mail

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

B. 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 <u>Yona Rozen</u> (signature of representative or person filing charge)	Attorney Print type name and title or office, if any	Tel. No. (214)720-2009
Yona Rozen Gillespie, Rozen, Watsky & Jones, P.C. Dallas, TX 75204	3402 Oak Grove Ave., Ste. 200 TX 75204	Office, if any, Cell No. () -
	2/19/09 (date)	Fax No. (214)720-2291
		e-Mail

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

PRIVACY ACT STATEMENT

16-2009-0277

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 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 in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 18, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NL

ORIGINAL

Exhibit B (1 of 2)

Feb-19-08 15:02

From-GRW Law Firm

+2147202291

T-314 P.003/003 F-310
Page 6

FORM NO. 10-01
(2-08)

Case

Since on or about October and November 2008, it by its officers, agents and representatives has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by calling them into the office and interrogating them on their feelings about the Union, whether they signed a card, how they were going to vote in the election and who was responsible for starting the Union campaign and threatening that the Employer wouldn't put up with the Union.

Since on or about November 3, 2008, it, by its officers, agents and representatives, has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by threatening them with loss of their jobs if they vote in the Union.

Since on or about November 11, 2008, it, by its officers, agents and representatives, has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by threatening them with loss of profit sharing if they vote in the Union.

Since on or about November 13, 2008, it, by its officers, agents and representatives, has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by threatening them with loss of the point system, vacation time and holidays if the Union was voted in and threatened that the Employer was not going to put up with Union troublemakers.

Since on or about November 13, 2008, it, by its officers, agents and representatives has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by subjecting them to closer supervision.

Since on or about December 4, 2008, it, by its officers, agents and representatives, has refused to bargain in good faith with Teamsters Local 745 by unilaterally changing the application of the attendance policy resulting in the termination of Ola Inolehin without first notifying the Union and offering the Union an opportunity to meet and bargain over the changes.

Since on or about January 1, 2008, it, by its officers, agents and representatives has refused to bargain in good faith with Teamsters Local 745 by unilaterally changing the attendance policy without first notifying the Union and offering the Union an opportunity to bargain over the changes.

Since on or about January 12, 2008, it, by its officers, agents and representatives has refused to bargain in good faith with Teamsters Local 745 by unilaterally changing the vacation policy without first notifying the Union and offering the Union an opportunity to bargain over the changes.

On or about January 15, 2008, it, by its, officers, agents and representatives has terminated the employment of Ajeann Halcomb because of her membership and activities in behalf of Teamsters Local 745.

Exhibit B (2 of 2)

Mar-12-09 08:14 From: GRW Law Firm
 FORM NLRB-601 UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
SECOND AMENDED CHARGE AGAINST EMPLOYER

+2147202281 T-364 P.002/003 F-525

D: JT WRITE IN THIS SPACE

Case 16-CA-26550 Date Filed 11/3/12/2009

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 VANGUARD CAR RENTAL, INC.		b. Tel. No. () -
d. Address (Street, city, state, and ZIP code) 2424 E. 38th Avenue		c. Cell No. () -
e. Employer Representative William		e. Fax No. () -
f. Address (Street, city, state, and ZIP code) DFW Airport, TX 75261-		g. e-Mail
h. Number of workers employed		
i. Type of Establishment (factory, mine, wholesaler, etc.) service	j. Identify principal product or service car rental	

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 (14) subsections (3) and (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 on or about October 7, 2008, it, by its officers agents and representatives has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by interrogating them about whether they signed a card. **ALLEGATIONS CONTINUED ON ATTACHED PAGE.**

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
General Drivers, Warehousemen and Helpers Local 745

4c. Address (Street and number, city, state, and ZIP code) 1007 Jonelle Street		4a. Tel. No. (214)398-0661
Dallas, TX 75217-		4b. Cell No. () -
		4d. Fax No. (817)398-3216
		4e. e-Mail

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

B. DECLARATION		Tel. No. (214)720-2009
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No. () -
By <u><i>Jana Rozek</i></u> (Signature of representative of person filing charge)	Attorney	Fax No. (214)720-2291
Youn Rozek Gillespie, Rozek, Watsky & Jones, P.C.	3402 Oak Grove Ave., Ste. 200	e-Mail
Dallas, TX 75204-	<u>3/16/09</u> (Date)	

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

PRIVACY ACT STATEMENT 16-2009-0277

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 101 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. 74842-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is

Exhibit C (1 of 2)

Since on or about October and November 2008, it by its officers, agents and representatives has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by calling them into the office and interrogating them on their feelings about the Union, whether they signed a card, how they were going to vote in the election and who was responsible for starting the Union campaign and threatening that the Employer wouldn't put up with the Union.

Since on or about November 3, 2008, it, by its officers, agents and representatives, has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by threatening them with loss of their jobs if they vote in the Union.

Since on or about November 11, 2008, it, by its officers, agents and representatives, has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by threatening them with loss of profit sharing if they vote in the Union.

Since on or about November 13, 2008, it, by its officers, agents and representatives, has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by threatening them with loss of the point system, vacation time and holidays if the Union was voted in and threatened that the Employer was not going to put up with Union troublemakers.

Since on or about November 13, 2008, it, by its officers, agents and representatives has interfered with, restrained and coerced and is interfering with, restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act by subjecting them to closer supervision.

Since on or about December 4, 2008, it, by its officers, agents and representatives, has refused to bargain in good faith with Teamsters Local 745 by unilaterally changing the application of the attendance policy resulting in the termination of Ola Knelehm without first notifying the Union and offering the Union an opportunity to meet and bargain over the changes.

Since on or about January 1, 2009, it, by its officers, agents and representatives has refused to bargain in good faith with Teamsters Local 745 by unilaterally changing the attendance policy without first notifying the Union and offering the Union an opportunity to bargain over the changes.

Since on or about January 12, 2009, it, by its officers, agents and representatives has refused to bargain in good faith with Teamsters Local 745 by unilaterally changing the vacation policy without first notifying the Union and offering the Union an opportunity to bargain over the changes.

On or about January 15, 2009, it, by its officers, agents and representatives has terminated the employment of Ajeana Halcomb because of her membership and activities in behalf of Teamsters Local 745.

Case

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

VANGUARD CAR RENTAL, INC.

Respondent

and

Case No. 16-CA-26550

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS,
LOCAL UNION 745, AFL-CIO**

Charging Party

COMPLAINT AND NOTICE OF HEARING

International Brotherhood of Teamsters, General Drivers, Warehousemen and Helpers, Local Union 745, herein called Union, has charged that Vanguard Car Rental, Inc., herein Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151, et seq., herein called the Act. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Complaint and Notice of Hearing and alleges as follows:

1.

(a) The original charge was filed by the Union on January 13, 2009, and a copy was served upon Respondent by first class mail on the same date.

(b) The first amended charge was filed by the Union on February 20, 2009, and a copy was served upon Respondent by first class mail on the same date.

Exhibit D (1 of 8)

(c) The second amended charge was filed by the Union on March 12, 2009, and a copy was served upon Respondent by first class mail on the same date.

2.

At all material times, Respondent, a Delaware corporation, with an office and place of business in Dallas, Texas, has been engaged in the business of car rentals.

3.

During the past twelve months, Respondent, in conducting its business operations described above in paragraph 2, purchased materials and/or services valued in excess of \$50,000 from states other than the State of Texas.

4.

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.

5.

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

6.

At all material times, the following individuals have been supervisors within the meaning of Section 2(11) and/or agents of Respondent within the meaning of Section 2(13) of the Act:

Greg Stubblefield	President
Mike Filamina	Regional Vice President
Bill Baker	Regional Human Resource Manager
Bill Shea	DFW Airport Market Manager

Jeremiah McClure	Operations Manager
Brad Walls	City Manager
Will House	Sales Manager
Tony Holbrook	Labor Relations Director
Carrie Carter	Human Resource Manager

7.

(a) The following employees of Respondent, herein called the Unit, constitute a Unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All greeters, exit booths, counter reps/rental agents, handhelds at the Employer's place of business located at 3720 South 26th Avenue, Dallas, Texas.

Excluded: All mechanics, supervisors, managers, managers-in-training (mcp), guards and watchmen as defined in the Act.

(b) On November 13, 2008, the Union was selected as the exclusive bargaining representative of the Union and was certified on November 21, 2008.

(c) At all times since November 13, 2008, based on Section 9(a) of the Act, the Union has been the exclusive bargaining representative of the Unit.

8.

(a) On October 7, 2008, Respondent, through McClure, interrogated employees about signing union cards.

(b) In October 2008, a more specific date unknown to the undersigned, Respondent, through Filamina, interrogated an employee about why employees needed representation.

(c) In October 2008, a more specific date unknown to the undersigned, Respondent, through Shea, interrogated employees by asking how they were going to vote and if they signed cards.

(d) In October 2008, a more specific date unknown to the undersigned, Respondent, through Shea and Walls, interrogated an employee about who started the Union.

(e) In November 2008, a more specific date unknown to the undersigned, Respondent, through Shea, interrogated employees about their union sentiments.

(f) On November 13, 2008, Respondent, through McClure, interrogated an employee about how the employee voted in the Union election.

9.

(a) On October 7, 2008, Respondent, through McClure, threatened employees with loss of profit sharing if the Union was selected as the exclusive bargaining representative.

(b) In October 2008, a more specific date unknown to the undersigned, Respondent, through Shea and Walls, threatened employees that Respondent would find out who started the Union and they should tell Respondent who started the Union.

(c) In October 2008, a more specific date unknown to the undersigned, Respondent, through Walls, threatened employees that Respondent "would get" the employee who started the Union once they knew who it was.

(d) In November 2008, a more specific date unknown to the undersigned; Respondent, through Shea, threatened employees with loss of profit sharing if the Union was selected as the exclusive bargaining representative.

(e) On November 13, 2008, Respondent, through McClure, threatened employees with loss of benefits, including the point system, vacation and holidays because the Union was selected as the exclusive bargaining representative.

(f) On November 13, 2008, Respondent, through McClure, threatened employees that they would be unable to go home because of an emergency because the Union was selected as the exclusive bargaining representative.

(g) On November 13, 2008, Respondent, through McClure, threatened employees that Respondent would not put up with Union troublemakers.

(h) On November 13, 2008, Respondent, through Shea, threatened employees with job loss if they selected the Union as the exclusive bargaining representative.

10.

On November 3, 2008, Respondent, through Shea, unlawfully promised employees benefits in the form of a \$500 referral program if they did not select the Union as their exclusive bargaining representative.

11.

(a) In January 2009, Respondent more closely supervised employees.

(b) On January 14, 2009, Respondent terminated employee Ajeana Halcomb.

(c) Respondent engaged in the conduct described above in subparagraphs 11(a) and (b) because the employees formed joined and or assisted the Union and engaged in concerted activities and to discourage employees from engaging in those activities.

12.

(a) About December 2009, Respondent changed its attendance policy.

(b) On January 12, 2009, Respondent announced a change to its vacation policy.

(c) The subjects set forth above in subparagraphs 12(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.

(d) Respondent engaged in the conduct described above in subparagraphs 12(a) and (b) without prior notice to and without affording the Union an opportunity to bargain with Respondent.

13.

By the conduct described above in paragraphs 8, 9 and 10, Respondent has 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 and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

14.

By the conduct described above in paragraph 11, Respondent has been discriminating in regard to the hire or tenure or terms of conditions of employment of its employees, thereby

discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

15.

By the conduct described above in paragraph 12, 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)(5) and (1) of the Act and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

16.

WHEREFORE, as part of the remedy for the unfair labor practices alleged in paragraphs 7 through 12, the General Counsel seeks an Order requiring Respondent to electronically post the Notice to Employees on its website and to e-mail the Notice to Employees to its employees.

17.

WHEREFORE, the General Counsel seeks an Order requiring Respondent to pay interest compounded on a quarterly basis on any monetary award in this case.

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 May 14, 2009 or postmarked on or before May 13, 2009. 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 by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional,

Subregional and Resident Offices” and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. 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 Sections 102.21. If an answer being filed electronically is a PDF document containing the required signature, no paper copies of the answer needs 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, 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 June 22, 2009, at 9:00 a.m. at 819 Taylor Street, Room 8A24, Fort Worth, Texas 76102, 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 at Fort Worth, Texas, this 30th day of April 2009.

/s/ Martha Kinard

**Martha Kinard, Regional Director
National Labor Relations Board, Region 16
Room 8A24, Federal Office Bldg.
819 Taylor Street
Fort Worth, TX 76102**

Exhibit D (8 of 8)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

National Labor Relations Board

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Linda Reeder, 819 Taylor Street, RM 8A24, Fort Worth, TX 76102
817 978-2935

ORIGINAL

DEFENDANTS

Vanguard Car Rental, Inc.

County of Residence of First Listed Defendant Dallas County, Texas

9-09CV1390-D

(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)
Theodore R. Oppewall, 280 N. Old Woodward Avenue, Suite 400,
Birmingham, MI 48009
(248) 425-6522

RECEIVED
BY
JUL 27 2009

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only)

- | | | | | | | | |
|---|----------------------------|---------|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | PTF DEF | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Set TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input checked="" type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
National Labor Relations Act, 29 U.S.C. §160(i) (1988)
Brief description of cause:
Petition for Temporary Injunctive Relief pursuant to Section 10(i) of the NLRA.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

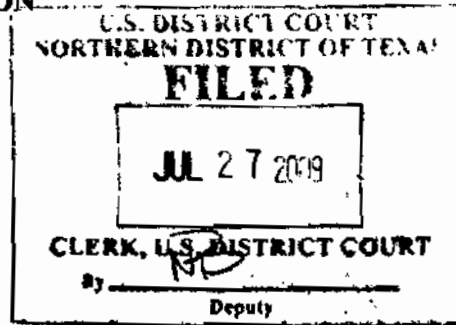
(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 7/27/09 SIGNATURE OF ATTORNEY OF RECORD Linda M. Reeder

FOR OFFICE USE ONLY: RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE _____ MAG. JUDGE _____

D
ORIGINAL

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



MARTHA KINARD, Regional Director
of the Sixteenth Region
of the National Labor Relations Board,
for and on behalf of the
NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

Civil No.

VANGUARD CAR RENTAL, INC.

3-09CV1390-D

Respondent

AFFIDAVIT OF REGIONAL DIRECTOR FOR ORDER TO SHOW CAUSE

I, Martha Kinard, being duly sworn, depose and say:

1. I am the Regional Director for Region 16 of the National Labor Relations Board. I have read the foregoing Petition for Injunction Relief Pursuant to Section 10(j) of the National Labor Relations Act, As Amended, and know the contents thereof and the statements therein made as upon personal knowledge are true and those made as upon information and belief I believe to be true.

2. Pursuant to 28 U.S.C. Sec. 1657, this proceeding was brought on by application for Order to Show Cause, rather than by Notice of Motion, for the following reasons:

(a) I have reasonable cause to believe that the activities of Respondent, Vanguard Car Rental, Inc., described in the Petition and exhibits, occurring in connection with the business operations of other employers engaged in commerce or in industries affecting commerce, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and tend to and do lead to labor disputes burdening and obstructing commerce and the free flow

of commerce, and it may fairly be anticipated that, unless appropriate injunctive relief is immediately obtained, Respondent's unfair labor practices will erode employee support for the Union over time, undermine the status of the Union and will result in the affected employees being denied their statutory rights to the benefits of collective bargaining to the detriment of the policies of the Act, the public interest, the interest of the individuals, and the interests of the parties involved.

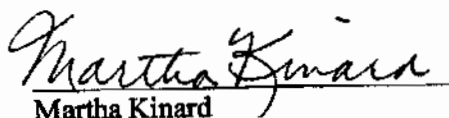
(b) Section 10(j) of the National Labor Relations Act reflects the Congressional determination that because of the sometimes necessarily protracted and time-consuming legal procedures, Congress gave the Board power in the public interest to seek injunctive relief to prevent persons who are violating the Act from accomplishing their unlawful purpose. In Section 10(j), therefore, Congress gave the Board power to petition any District Court of the United States for appropriate temporary relief. The legislative history of the Act shows that Congress intended such power to be exercised by the Court. S. Rep. No. 105, 80th Cong., 1st Sess. 8, 27 (1947).

3. Accordingly, I respectfully submit that the Congressional mandate referred to above indicates that the most expeditious procedures available should be utilized in proceedings of this nature, and that, therefore, good and sufficient reason exists within the meaning of General Rule 3(c)(4) to bring this matter on by Order to Show Cause, rather than by Notice of Motion. This action for an Injunction Pursuant to Section 10(j) of the Act seeks to restrain conduct which is currently obstructing or leading to the obstruction of interstate commerce. Therefore, good cause exists within the meaning of 28 U.S.C. Sec. 1657 to expedite consideration of this case by allowing it to be heard upon an Order to Show Cause rather than upon a Notice of Motion.

4. No previous application has been made for the order or relief sought herein.

5. On July 24, 2009, Respondent was notified that the Board would be making application for a temporary injunction order on this date.

Dated at Fort Worth, Texas this 27th day of July 2009.

A handwritten signature in cursive script that reads "Martha Kinard". The signature is written in black ink and is positioned above a horizontal line.

Martha Kinard
Regional Director, Region 16
National Labor Relations Board
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102-6178