

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 25

FALCON TRUCKING, LLC and  
RAGLE, INC., A SINGLE EMPLOYER  
and/or JOINT EMPLOYERS

And

CHAUFFEURS, TEAMSTERS AND HELPERS,  
LOCAL UNION NO. 215 A/W INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

Cases 25-CA-132518  
25-CA-135316  
25-CA-135335  
25-CA-159531

REISSUED COMPLAINT BASED ON BREACH OF AFFIRMATIVE  
PROVISIONS OF SETTLEMENT AGREEMENT

Based upon charges filed by CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 215 a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS (the Union), an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in Cases 25-CA-132518, 25-CA-135316, 25-CA-135335, and 25-CA-159531, against FALCON TRUCKING, LLC (Respondent Falcon Trucking) and RAGLE, INC, (Respondent Ragle), as a single employer and/or joint employers (collectively Respondents), alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices. On April 19, 2016, a Settlement Agreement and Notice to Employees was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondents agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint. On May 31, 2017, a Complaint Based on Breach of Affirmative Provisions of Settlement Agreement issued. In response to a motion for default judgment, the National Labor Relations Board issued a Decision and Order on July 30, 2018 (366 NLRB No. 148) directing that a hearing be held to

determine whether Respondents breached the affirmative provision of the Settlement Agreement. On January 27, 2022, an Order issued withdrawing the May 31, 2017, Complaint. Having further considered this matter, I am reissuing the Complaint Based on Breach of Affirmative Provisions of Settlement Agreement. Therefore, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the Consolidated Complaint is reissued as follows.

1. (a) The charge in Case 25-CA-132518 was filed by the Union on July 11, 2014, and a copy was served on Respondent Falcon Trucking by U.S. mail on July 11, 2014.

(b) The first amended charge in Case 25-CA-132518 was filed by the Union on November 6, 2015, and a copy was served on Respondents by U.S. mail on November 9, 2015.

(c) The charge in Case 25-CA-135316 was filed by the Union on August 25, 2014, and a copy was served on Respondent Falcon Trucking by U.S. mail on August 25, 2014.

(d) The charge in Case 25-CA-135335 was filed by the Union on August 25, 2014, and a copy was served on Respondent Ragle by U.S. mail on August 25, 2014.

(e) The charge in Case 25-CA-159531 was filed by the Union on September 8, 2015, and a copy was served on Respondent Falcon by U.S. mail on September 8, 2015.

(f) The first amended charge in Case 25-CA-159531 was filed by the Union on November 6, 2015, and a copy was served on Respondents by U.S. mail on November 10, 2015.

2. (a) At all material times, Respondent Falcon Trucking, a corporation, with an office and place of business located in Newburgh, Indiana (Respondents' joint facility), has been engaged in the business of providing trucking services.

(b) During the last twelve months, a representative period, Respondent Falcon Trucking provided services valued in excess of \$50,000 to customers located in the State of Indiana, who, during the same representative period, purchased and received goods valued in excess of \$50,000 directly from suppliers located outside the State of Indiana.

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

(d) At all material times Respondent Ragle, a corporation, with an office and place of business located in Newburgh, Indiana (Respondents' joint facility), has been engaged in the construction industry as a provider of general contracting services.

(e) During the last twelve months, a representative period, Respondent Ragle provided construction services valued in excess of \$50,000 to customers located in the State of Indiana, who, during the same representative period, purchased and received goods valued in excess of \$50,000 directly from suppliers located outside the State of Indiana.

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

3. (a) At all material times, Respondent Falcon Trucking and Respondent Ragle have been affiliated business enterprises with common officers, ownership, directors, management and supervision, have formulated and administered a common labor policy, have shared common premises and facilities, have provided services for and made sales to each other, have interchanged personnel with each other, have interrelated operations, and have held themselves out to the public as a single-integrated business enterprise.

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

4. (a) At all material times, Respondent Ragle has possessed control over the labor relations policy of Respondent Falcon Trucking, exercised control over the labor relations policy of Respondent Falcon Trucking, and administered a common labor policy with Respondent Falcon Trucking for the employees of Respondent Ragle.

(b) At all material times, Respondent Falcon Trucking and Respondent Ragle have been joint employers of the employees of Respondent Falcon Trucking.

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

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

Sam Ragle	-	Owner/Member/Manager
Jason Ragle	-	Owner/Manager
Troy Ragle	-	Owner/Member
Dee Watson	-	Dispatcher

(b) At all material times, the following individuals have held positions set forth opposite their respective names and have been supervisors of Respondent Ragle within the meaning of Section 2(11) of the Act and agents of Respondent Ragle within the meaning of Section 2(13) of the Act:

Sam Ragle	-	Owner/President/CEO
-----------	---	---------------------

- Jason Ragle - Owner/Project Manager
- Troy Ragle - Owner/Project manager
- Dee Watson - Mechanic/Driver/Equipment  
Coordinator

7. About June 2014, Respondents, by Dee Watson, at Respondents' joint facility:

(a) by informing employees that he knew they were trying to organize, created an impression among its employees that their union activities were under surveillance by Respondents;

(b) interrogated its employees about their union and protected concerted activities; and

(c) threatened its employees with loss of jobs if they selected the Union as their collective bargaining representative.

8. (a) Since about June 2014, Respondents have refused to assign work to and thereby effectively discharged the following employees:

- Rachelle R. Boop                      Kenneth Slaughter
- Daniel J. Mabrey                      Michael Thomas, Jr.
- Mike Sachs

(b) Respondents engaged in the conduct described above in paragraph 8(a) because the named employees of Respondents formed, joined, and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

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

All regular full-time truck drivers employed by the Employer at its Newburgh, Indiana, facility; BUT EXCLUDING all office employees,

clerical employees, professional employees, and guards and supervisors as defined in the Act, and all other employees at the Newburgh, Indiana, facility.

(b) On June 27, 2017, a representation election was conducted among the employees in the Unit, and on July 8, 2014, the Union was certified as the exclusive collective-bargaining representative of the Unit.

(c) At all times since July 8, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

(d) About July 8, 2014, Respondents:

(i) subcontracted work previously performed by Unit members;

(ii) altered the manner in which it assigned Unit employees to perform Unit work;

(iii) removed Unit work which was previously assigned to Unit employees and transferred it to Respondent Ragle;

(iv) reduced its complement of Unit employees; and

(v) closed portions of its operations.

(e) The subjects set forth above in paragraphs 8(a) and 9(d) 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) Respondent engaged in the conduct described above in paragraphs 8(a) and 9(d) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

10. By the conduct described above in paragraphs 7(a) through 7(c), 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.

11. By the conduct described above in paragraph 8(a) and 8(b), 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.

12. By the conduct described above in paragraphs 8(a), 9(d) and 9(f), Respondent has 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.

13. 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 8(a), 9(d), 9(f), and 11, the General Counsel seeks an Order requiring Respondent make whole the Unit for any losses suffered as a result of its failure to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, including all reasonable consequential damages incurred by the Unit as a result of said unfair labor practices.

The General Counsel further seeks as part of the remedy for the unfair labor practices alleged above in paragraphs 8(a), 8(b), 9(d), 9(f), 10, and 11 an order requiring that the Respondent reimburse the discriminatees for all search-for-work and work-related expenses regardless of whether the discriminatees received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period as well as any other reasonable consequential damages incurred by the discriminatees as a result of said unfair labor

practices. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

NO ANSWER

Because Respondents have previously agreed that all of the allegations of the Consolidated Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Consolidated Complaint, no Answer is required.

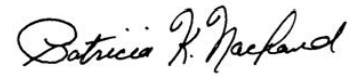
NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on July 19, 2022 at 9:00 AM ET, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. The hearing will be conducted via videoconference using the Zoom for Government platform. Pursuant to the Board's Order (366 NLRB No. 148) the hearing will be limited to determining whether the complaint should be dismissed on the ground that the Respondents complied with the terms of the settlement agreement relating to resuming Falcon's operations and assignment practices for the work previously performed by Falcon employees represented by the Union in order to restore Falcon as it existed prior to July 8, 2014. 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: May 27, 2022



---

PATRICIA K. NACHAND  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 25  
575 N Pennsylvania St Ste 238  
Indianapolis, IN 46204-1520

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE

Case 25-CA-132518

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.

Brian R. Garrison, Attorney  
Faegre Drinker Biddle & Reath LLP  
300 North Meridian Street, Suite 2500  
Indianapolis, IN 46204-1750

Samuel R. Ragle, Employer Representative  
Ragle, Inc  
5266 Vann Rd.  
P.O. Box 444  
Newburgh, IN 47629

William Michael Schiff, Attorney  
Ziemer, Stayman, Weitzel & Shoulders, Llp  
Po Box 916  
20 NW 1st St  
Evansville, IN 47706-0916

F. Stephen Sheets, Attorney  
417 N. Weinbach Ave.  
Suite 110  
Evansville, In 47711

Samuel Morris, Counsel for Union  
Teamsters Local 667  
50 N Front St Ste 800  
Raymond James Tower  
Memphis, TN 38103

Charles A. Whobrey  
Chauffeurs, Teamsters and Helpers  
Local Union No. 215  
825 Walnut Street  
P.O. Box 1040  
Evansville, IN 47706-1040

Jason Ragle, Employer Representative  
Falcon Trucking/Ragle Construction,  
Joint Employers  
5266 Vann Road  
PO Box 444  
Newburgh, IN 47629

## 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.