

United States Court of Appeals
FIFTH CIRCUIT
OFFICE OF THE CLERK

LYLE W. CAYCE
CLERK

TEL. 504-310-7700
600 S. MAESTRI PLACE
NEW ORLEANS, LA 70130

January 27, 2014

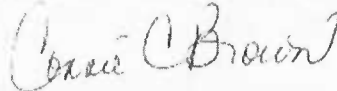
Ms. Linda Dreeben
National Labor Relations Board
Appellate Court Branch
1099 14th Street, N.W.
Suite 808
Washington, DC 20005

No. 12-60031 D.R. Horton, Incorporated v. NLRB
Agency No. 12-CA-25764

Enclosed is a copy of the court's judgment issued as the mandate.

Sincerely,

LYLE W. CAYCE, Clerk



By: _____
Connie Brown, Deputy Clerk
504-310-7671

cc w/encl:

Mr. Marshall Bruce Babson
Mr. Frank Paul Bland, Jr.
Ms. Beth S. Brinkmann
Ms. Ruth E. Burdick
Ms. Clara Beth Burns
Mr. Paul Williams Cane, Jr.
Mr. Ronald Wayne Chapman, Jr.
Mr. William J. Emanuel
Mr. Hal K. Gillespie
Mr. Joseph Halcut Gillespie
Mr. Alfred John Harper, II
Mr. Charles C. High, Jr.
Mr. Jose Abelardo Howard-Gonzalez
Mr. Bernard Phillip Jeweler
Ms. Deborah J. La Fetra
Mr. Henry David Lederman
Mr. Vartan Serge Madoyan
Ms. Catherine M. Masters

Mr. Christopher Charles Murray
Ms. Yona Rozen
Mr. Michael Rubin
Mr. Michael M. Shetterly
Mr. Mark M. Stublely
Mr. Mark Douglas Temple
Ms. Rae Thiesfiled Vann
Ms. Kira Dellinger Vol
Ms. Alexa L. Woerner

IN THE UNITED STATES COURT OF APPEALS

FOR THE FIFTH CIRCUIT

No. 12-60031

D.R. HORTON, INCORPORATED,

Petitioner Cross-Respondent

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent Cross-Petitioner

JUDGMENT ENFORCING ORDERS OF THE
NATIONAL LABOR RELATIONS BOARD
Board Case No.: 16-CA-028083

Before KING, SOUTHWICK, and GRAVES, Circuit Judges.

PER CURIAM:

THIS CAUSE came to be heard upon a petition filed by D.R. Horton, Inc. ("Horton") to review an Order of the National Labor Relations Board dated January 3, 2012, in Board Case No. 12-CA-25764, reported at 357 NLRB No. 184, and upon a cross-application for enforcement filed by the National Labor Relations Board to enforce said Order. The Court heard argument of the parties and has considered the briefs and agency record filed in this cause. On December 3, 2013, the Court, being fully advised in the premises, handed down its opinion granting in part the petition of D.R. Horton, Inc. and granting in

part the Board's cross-petition for enforcement. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the United States Court of Appeals for the Fifth Circuit that Horton's petition for review of the Board's decision invalidating the Mutual Arbitration Agreement's waiver of class procedures is GRANTED. It is further ORDERED AND ADJUDGED that the Board's order that Section 8(a)(1) has been violated because an employee would reasonably interpret the Mutual Arbitration Agreement as prohibiting the filing of a claim with the Board, is ENFORCED. Accordingly, Horton, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Maintaining a mandatory arbitration agreement that employees reasonably could believe bars or restricts their right to file charges with the National Labor Relations Board.

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

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Rescind or revise the Mutual Arbitration Agreement to make it clear to employees that the agreement does not restrict employees' right to file charges with the National Labor Relations Board.

(b) Notify the employees of the rescinded or revised agreement, to include providing them a copy of the revised agreement or specific notification that the agreement has been rescinded.

(c) Within 14 days after service by the Region, post at its facility at Deerfield Beach, Florida, and any other facility where the Mutual Arbitration Agreement has been in effect, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 12 after being signed by Horton's authorized representative, shall be posted by Horton and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, or other electronic means, if Horton customarily communicates with its employees by such means. Reasonable steps shall be taken by Horton to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Horton has gone out of business or closed the facility involved in these proceedings, Horton shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Horton at any time since August 3, 2010.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 12 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Horton has taken to comply.

Mandate shall issue forthwith

NATIONAL LABOR RELATIONS

BOARD APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED
STATES COURT OF APPEALS ENFORCING AN ORDER OF
THE NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT maintain a mandatory arbitration agreement that employees reasonably could believe bars or restricts their right to file charges with the National Labor Relations Board.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal labor law.

WE WILL rescind or revise the Mutual Arbitration Agreement to make it clear to employees that the agreement does not restrict employees' right to file charges with the National Labor Relations Board.

WE WILL notify employees of the rescinded or revised agreement, including providing them with a copy of the revised agreement or specific notification that the agreement has been rescinded.

D. R. HORTON, INC.