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December 27, 2013

Lyle W. Cayce
Clerk United States Court of
Appeals for the Fifth Circuit
F. Edward Hebert Bldg.
600 S. Maestri Place
New Orleans, LA 70130-3408

RE: D.R. Horton, Inc. v. NLRB, 5th Cir. No. 12-60031

Dear Mr. Cayce:

On December 3, 2013, the Court handed down its opinion granting the petition of D.R. Horton, Inc. in part and granting in part the Board's cross-application for enforcement. Pursuant to Rule 19 of the Federal Rules of Appellate Procedure, D.R. Horton submits its Proposed Judgment conforming with the Court's opinion. A certificate of service is enclosed.

Respectfully submitted,

/s/ Ron Chapman, Jr.

Ron Chapman, Jr.

RCJR:dat

**UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

D.R. HORTON, INCORPORATED

Petitioner/Cross-Respondent

NATIONAL LABOR RELATIONS BOARD

Respondent/Cross-Petitioner

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No. 12-60031

Board Case No.

12-CA-25764

JUDGMENT

Before: KING, SOUTHWICK, and GRAVES, Circuit Judges.

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 Horton 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 is ENFORCED. All other relief requested is denied. 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 rights 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 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. 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 employed by Horton 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

ENTERED:

NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEAL 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 a copy of the revised agreement or specific notification that the agreement has been rescinded.

D.R. HORTON, INC.

**UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

D.R. HORTON, INCORPORATED

Petitioner/Cross-Respondent

v.

NATIONAL LABOR RELATIONS BOARD

Respondent/Cross-Petitioner

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CERTIFICATE OF SERVICE

I hereby certify that on December 27, 2013, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Fifth Circuit by using the appellate CM/ECF system. I further certify that service will be accomplished by the appellate CM/ECF system.

s/Ron Chapman, Jr.

Ron Chapman, Jr.

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Dated at Dallas, Texas
this 27th day of December, 2013