

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA

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LORETTA G. WHYTE
CLERK

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

UNITED STEEL, PAPER AND FORESTRY,)
RUBBER, MANUFACTURING, ENERGY,)
ALLIED INDUSTRIAL AND SERVICE)
WORKERS INTERNATIONAL UNION,)
LOCAL 13-447, and UNITED STEEL, PAPER)
AND FORESTRY, RUBBER,)
MANUFACTURING, ENERGY, ALLIED)
INDUSTRIAL AND SERVICE WORKERS)
INTERNATIONAL UNION,)

Plaintiffs,)

v.)

KNIGHT-CELOTEX, LLC / RIKETT QUARTZ,)
and KNIGHT-CELOTEX FIBERBOARD,)

Defendants.)

Civil Action No.

COMPLAINT

JURY TRIAL DEMANDED

06-10715

SECT. A MAG2

COMPLAINT

Plaintiffs United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and United Steelworkers, Local 13-447 (collectively, "Union"), bring this action to redress Defendants Knight-Celotex, LLC / Rickett Quartz and Knight-Celotex Fiberboard's ("Company") violation of the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. §2101 et. seq. The Defendants violated

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WARN by failing to provide sixty days' notice to the Union before laying off employees represented by the Union from their jobs at the Company's Marrero, Louisiana, facility. This suit seeks to compel payment of statutory damages owed to these aggrieved employees under WARN, including backpay and benefits for each day of the violation.

Parties

1. Plaintiff Union is the exclusive collective bargaining representative of production and maintenance employees at the Marrero, Louisiana, facility of Knight-Celotex, LLC / Rickett Quartz and Knight-Celotex Fiberboard within the meaning of Section 9(a) of the National Labor Relations Act, 29 U.S.C. § 159(a), and is a representative of certain employees of the Company within the meaning of WARN, 29 U.S.C. §2101(a)(4). The Union provides representation within this judicial district. The Union brings this action on behalf of the Company's Union-represented employees who were aggrieved by the Company's violation of the WARN Act described below.

2. The Company operates a facility in Marrero, Louisiana, within this judicial district. Defendant Company is an employer within the meaning of the WARN Act, 29 U.S.C. § 2101(a)(1)(A), having employed over 100 employees at its facility in Marrero, Louisiana, during the relevant time period.

Jurisdiction and Venue

3. This Court has jurisdiction of this matter pursuant to the WARN Act, 29 U.S.C. § 2104(a)(5), and pursuant to 28 U.S.C. § 1331 and § 1337.

4. Venue lies within this judicial district pursuant to 28 U.S.C. § 1391.

Factual Allegations

5. At all times relevant to this action, the Union was the recognized collective bargaining agent and exclusive representative of a production and maintenance unit of employees at the Company's Marrero, Louisiana, facility.

6. The Company's fiberboard operation constitutes a facility or operating unit within a single site of employment at the Company's Marrero, Louisiana, facility, as those terms are used in the WARN Act.

7. From on or about October 15, 2006, to on or about October 31, 2006, the Company laid off approximately 80 employees represented by the Union at its Marrero, Louisiana, facility, and announced plans to lay off additional employees in subsequent months ("affected employees"). The Company laid off said employees due to an alleged on-going decline in the housing and building market and resultant declining orders. The layoffs resulted in a reduction in force or shutdown of the fiberboard operation of the Company's facility.

8. On September 27, 2006, without any prior warning, the Company announced to Union officials that it was laying off 99 employees of its United Steelworker workforce in Marrero, Louisiana, that the layoffs were expected to begin on or about October 15, 2006, and that the layoffs were anticipated to be permanent. On September 27, 2006, Company representatives met with officials of the Union and notified them that the fiberboard operation would effectively close, that affected employees would be on lay off status, and that the layoffs were expected to be permanent.

9. On or around October 15, 2006, Defendants terminated production of fiberboard at the Company's Marrero, Louisiana, facility. The Company has not resumed and has no current plans to resume production of fiberboard at the Marrero, Louisiana, facility.

10. The reduction in force or shutdown described in paragraph 7 resulted is an employment loss, as that term is defined by the WARN Act, 29 U.S.C. § 2101(a)(6), for more than 50 of the Company's employees at the Marrero, Louisiana, facility.

11. The reduction in force or shutdown described in paragraph 7 resulted in an employment loss, as that term is defined by the WARN Act, 29 U.S.C. § 2101(a)(6), for more than 33% of the Company's employees at its Marrero, Louisiana, facility.

12. The shutdown described in paragraph 7 constitutes a plant closing within the meaning of the WARN Act, 29 U.S.C. § 2101(a)(2).

13. Alternatively, the reduction in force described in paragraph 7 constitutes a mass layoff within the meaning of the WARN Act, 29 U.S.C. § 2101(a)(3).

Cause of Action

14. The Company failed to provide the notice to the Union mandated by the WARN Act of its intent to order a mass layoff or plant closing 60 days prior to ordering said mass layoff or plant closing, thereby violating the WARN Act, 29 U.S.C. § 2102(a).

WHEREFORE, Plaintiff requests the following relief:

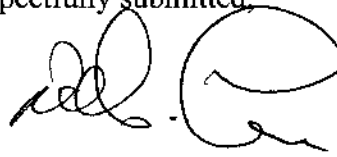
1. That the Court declare that Defendants violated their statutory obligations under the WARN Act, and grant judgment for the Plaintiffs and against Defendants;

2. That the Court order the Defendants to pay the requisite number of days' wages and other benefits, with pre-judgment interest, to each affected employee in accordance with the WARN Act, 29 U.S.C. § 2104(a)(1);

3. That the Court award Plaintiffs their costs and attorney fees;

4. That the Court award Plaintiffs such other relief as it deems proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. Lurye', positioned above a horizontal line.

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Dated: November 29, 2007