



Project Trinity Final Summary of Incentives

**The incentives described below are subject to works council discussions between the State of Tennessee and VW being concluded to the satisfaction of the State of Tennessee.*

August 23, 2013

Incentive	Value	Comments
Cash and Cash Equivalents		
ECD Infrastructure Grant	\$100,000,000	This capital project grant is to the IDB to assist with certain infrastructure needs approved by the State of Tennessee
FastTrack Training Grant	\$12,240,000	960 VW production workers @ \$12,000/job and 240 contractor production workers @ 3,000/job
Local Infrastructure Grant	\$35,000,000	These grants are to the IDB to assist with certain infrastructure needs approved by the city and county governments
Training Academy Operating Expenses	\$7,760,000	These funds may be used for operating expenses associated with the on-site training academy
Other Infrastructure Grants	\$500,000	12" water line provided by Eastside Utility District with estimated cost of \$500,000
TDOT Infrastructure Assistance	\$22,500,000	This assistance includes extending Highway 58, a four lane connector to Ferdinand Plech Way and other road improvements (value provided is an estimate)
HQ Relocation Credit	\$1,500,000	Refundable tax credit to the company's F&E tax liability of \$10,000 for each employee who relocates to Tennessee; assumption that 150 employees will relocate and all headquarter employees are paid 150% of state average occupational wage
TVA Incentives (Valley Investment Initiative and Valley Advantage)	to be provided by TVA	TVA's incentive package may increase under the new VII program. The details of TVA's incentives will be communicated directly to the company by TVA
Industrial Machinery Sales and Use Tax Exemption	\$27,403,125	Exemption to the state and local sales and use tax (rate of 9.25%) on qualified industrial machinery; estimate is based on 75% of the \$355 mm in personal property and 100% of the \$30 mm of in-state tooling being qualified equipment expenses equaling \$296.25 mm
Cash and Cash Equivalents Total =	\$206,903,125+	
Tax Credits		
Industrial Machinery Credit	\$20,737,500	50% offset of F&E taxes; credit is equal to 7% of the value of the qualified industrial machinery purchased by the company; estimate is based on 75% of \$355mm and \$30mm of in-state tooling being qualified equipment expenses equaling \$296.25mm
Standard Job Tax Credit	\$5,550,000	F&E tax credit based on \$5,000 for each of the 1,110 new jobs created (50% offset and 15 year carry-forward permitted)
Super Job Tax Credit	\$66,600,000	F&E tax credit based on annual \$5,000 credit for each of the 1,110 new jobs created for a period of twelve years @ \$5.55 mm/year (100% offset permitted but no carry-forwards allowed)
Tax Credits Total =	\$92,887,500	
Total Incentives =	\$299,790,625+	

The State of Tennessee incentive estimates above are based on the company creating 1,350 new full-time jobs and bringing a new full-size SUV line to Chattanooga before the end of 2016. This document is not a legal commitment and the incentives offered above are subject to change at any time. This document replaces all previous incentive summaries/proposals provided by the State of Tennessee to the company related to this project. The terms of these incentives will be contained in a new MOU that will replace the MOU dated July 15, 2008. This new MOU will provide the State of Tennessee with the right to recapture some or all of the incentives provided to the company if the job creation and investment targets associated with this project are not met.

Will Alexander

From: Will Alexander
Sent: Tuesday, November 26, 2013 8:34 PM
To: Josh Helton; Bill Hagerty
Subject: RE: Timing of Union Election

Great analysis. This is my understanding too. Thanks a lot Josh.

From: Josh Helton
Sent: Tuesday, November 26, 2013 8:30 PM
To: Will Alexander; Bill Hagerty
Subject: RE: Timing of Union Election

While I agree with Sharon's ultimate conclusion (the company cannot guarantee a timeline), I believe the the facts and legal analysis in her email are inaccurate. My understanding is as follows:

The UAW began an organizing drive in the conventional fashion - collecting union authorization cards. These signed cards indicate that the employee is assigning to the union their right to bargain with the company. At this point, the company may either voluntarily recognize the union or refuse. In order to voluntarily recognize, the employer and the union must jointly file a voluntary recognition petition requesting the NLRB to certify the union as the exclusive bargaining representative without holding an election because the union clearly represents a majority of employees in an appropriate unit. Should the company refuse to voluntarily certify, the union must petition for an election. If the union petitions for an election, a secret ballot vote will occur (all recognition votes are secret ballot; there are no open ballot votes under any circumstances).

What is being debated right now is whether the company will voluntarily recognize the union or decline, thereby forcing the union to petition for an election. If the union petitions for an election, then the parties must agree on an appropriate bargaining unit (which employees get to vote and will be ultimately represented by the union should the union prevail in the election). Recent NLRB rules have done two things: 1) hasten the time between election demand and election to about 15 days (down from 40) and postpone any litigation about the appropriateness of the bargaining unit until AFTER the election. All this is to say, that once the union makes the demand, the election will likely occur relatively quickly. The unknown is on the front end - when will they demand the election? Conventional wisdom would say at a time, of their choosing, most conducive to election success.

Now, I have done some additional research that actual shows that an employer CAN request an election, BUT it is under certain limited circumstances. Where a union demand recognition, the employer may file a petition with the NLRB demanding an election; however the employer must allege and prove that the union has demand recognition. A demand for recognition includes (1) a union's submission of a proposed contract or a request for a contract, (2) picketing for recognition or organization, and (3) a request for contract renewal by incumbent union (N/A). Union campaigning, including a campaign seeking a voluntary recognition agreement, does NOT constitute a claim for recognition. So, my guess is that UAW is being very careful to not demand recognition, while trying to convince the company to voluntarily recognize. As a practical matter, I still believe that the union will remain entirely in control of when the election occurs by not engaging in any of the above enumerated activity.

In summary:

- 1) UAW has collected cards from "a majority" of workers
- 2) VW may voluntarily certify or refuse
- 3) Voluntary certification does NOT require a vote
- 4) VW refuses to certify and the union will decide when to petition for a vote
- 5) IF the union petitions, a secret ballot vote will occur

The distinctions I have noted are important for two reasons: 1) it is important for ECD and the Governor to have to most accurate information available and 2) under the above scenario the company and the union are at the very beginning of the process as opposed to towards the end.

I am out of the office tomorrow, but will of course be available on my cell.

From: Will Alexander
Sent: Tuesday, November 26, 2013 5:47 PM
To: Bill Hagerty; Josh Helton
Subject: Fwd: Timing of Union Election

Sent from my iPhone

Begin forwarded message:

From: Sharon Kolb <Sharon.Kolb@tn.gov>
Date: November 26, 2013 at 4:23:10 PM CST
To: Will Alexander <Will.Alexander@tn.gov>
Subject: RE: Timing of Union Election

Will,

I have read the recent news stories and it appears that a petition with UAW has already been filed. I base this conclusion on the fact that news reports say that UAW is already getting signature cards from company employees. Thus, UAW is already certified as the correct entity to represent workers. It appears that the two sides are fighting about the election process, meeting the minimum number of employees, etc. If the company wanted to move the election up, they could accept some sort of negotiated agreement with UAW. If they want to postpone the election, they could file petitions, make an assortment of arguments to delay the process. Rather than "force an election" it appears from the news stories that they could simply agree to an election that is already in the early stages of the process. All of this is speculation based on what I read of the NLRB rules and on what is reported in the press. Also, the issue of "secret ballots" could end up being litigated, which we have no way of know how that could alter the election date. Further, I read that some employees have petitioned the NLRB to rescind their previously signed signature cards. So, lots of things to fight about. I would be careful in assuming that they either can or cannot time the election based on the many unknown issues.

Sharon Kolb
General Counsel
Tennessee Department of Economic and Community Development
312 Rosa L. Parks Ave., 27th Floor
Nashville, TN 37243

Phone: 615-532-8988
Fax: 615-741-7306
Email: Sharon.Kolb@tn.gov

From: Will Alexander
Sent: Tuesday, November 26, 2013 1:30 PM
To: Sharon Kolb
Subject: RE: Timing of Union Election

Thanks Sharon. Thus, a company cannot control when an election occurs? Also, how long are cards that are signed by workers valid to have the NLRB call an election?

Timing of Union Election

1. Employees file petition with NLRB
2. NLRB “authorizes” election (i.e., all requirements met, request for election is valid)
3. NLRB will work with employer and employees/union to set time, place, and details related to the election.
4. Election is generally held within 30 days of authorization but could be postponed if a party files a petition alleging improper conduct. A company can consent to union representation, thus no election would be required.

Details of Process

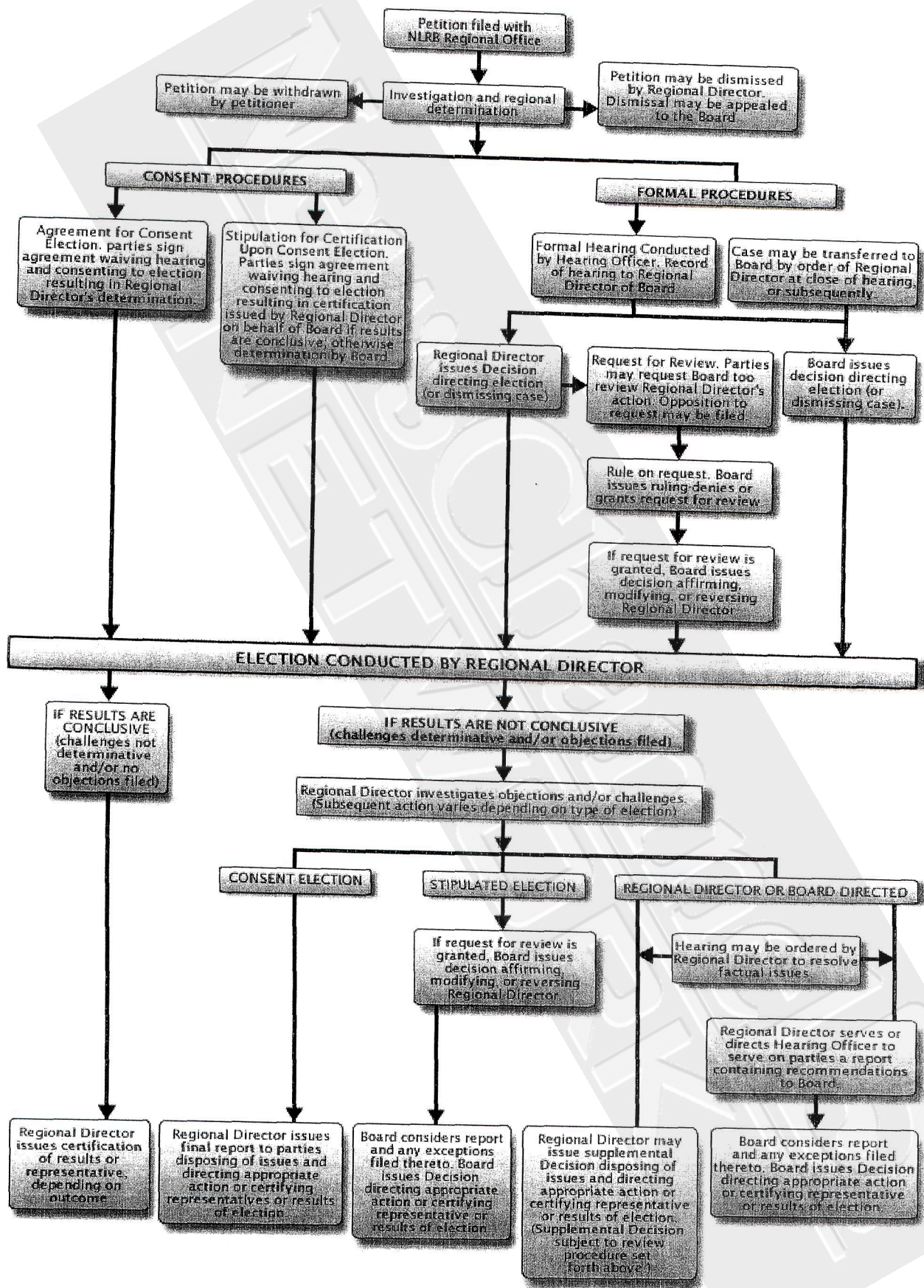
To start the election process to form a labor union, a petition must be filed with the nearest NLRB Regional Office showing interest in the union from at least 30% of employees. NLRB agents will then investigate to make sure the Board has jurisdiction, the union is qualified, and there are no existing labor contracts that would bar an election.

The agents will then seek an election agreement between the employer and union setting the time and place for balloting, the ballot language, the size of the unit, and a method to determine who is eligible to vote. Once an agreement is in place, the parties authorize the NLRB Regional Director to conduct the election. If no agreement is reached, the Regional Director can schedule a hearing and then order the election and set the conditions in accordance with the Board's rules and its decisions.

Typically, elections are held within 30 days of a Director's order or authorization. However, an election may be postponed if a party files charges alleging conduct that would interfere with employee free choice in the election, such as threatening loss of jobs or benefits by an employer or a union, granting promotions, pay raises, or other benefits to influence the vote, or making campaign speeches to employees on company time within 24 hours of the election.

Representation elections are decided by a majority of votes cast. Observers from all parties may choose to be present when ballots are counted. Any party may file objections with the appropriate Regional Director within 7 days of the vote count. In turn, the Regional Director's ruling may be appealed to the Board in Washington. Results of an election will be set aside if conduct by the employer or the union created an atmosphere of confusion or fear of reprisals and thus interfered with the employees' freedom of choice.

Otherwise, a union that receives a majority of the votes cast is certified as the employees' bargaining representative and entitled to be recognized by the employer as the exclusive bargaining agent for the employees in the unit. Failure to bargain with the union at this point is an unfair labor practice.



Hannah Parker

From: Mark Cate
Sent: Tuesday, February 04, 2014 11:20 AM
To: Herbert Slatery
Cc: Bill Haslam
Subject: RE: VW Letter

Yes, we'll get it to Frank. Thanks!

From: Herbert Slatery
Sent: Tuesday, February 04, 2014 10:57 AM
To: Mark Cate
Cc: Bill Haslam
Subject: VW Letter

Mark, attached is the signed letter. Do you want to email it to Frank Fischer or others? I do not have his email.



BILL HASLAM
GOVERNOR
STATE OF TENNESSEE

February 4, 2014

Frank Fischer
Chief Executive Officer
Volkswagen Group of America Chattanooga Operations, Llc
8001 Volkswagen Drive
Chattanooga, TN 37416

Dear Mr. Fischer:

Over the course of several months Volkswagen has been considering the prospect of establishing a works council and allowing workers to vote on that decision, which has culminated in Volkswagen announcing an election in which the employees will vote for or against union representation by the UAW. It is our hope and expectation that this process will be a fair and equitable one, allowing each employee to vote his or her conscience in an informed manner without undue influence from either side in an election by ballot. Volkswagen has indicated its consensus with this approach in the recent decision to set an election by ballot over the period of February 12-14. It is our understanding, however, that the Company is allowing the UAW to use Company facilities to advise and attempt to influence employees to vote in favor of union representation, while at the same time denying similar facilities to Volkswagen employees and groups in opposition to UAW representation. This distinction favoring the UAW at the expense of employees opposed to union representation is of concern to us. We expected the Company to assume a position of neutrality that would provide an "even playing field," if you will. It is of such concern that I felt it necessary to speak on behalf of those Tennessee citizens who are employees at the Chattanooga facility. While many will choose to differ on the advisability of union representation, there should be a general consensus that the manner in which the Company administers and oversees this process is critical not only to the Company, but also to the general perception and acceptance of any result by the employees and the community in which they live and work. Thank you for your further consideration of this issue of fairness. We are confident that Volkswagen has the employees, all of the employees, and their best interests at heart. The State of Tennessee appreciates very much the important and prominent role that Volkswagen plays in our state.

Sincerely,


Bill Haslam

Will Alexander

From: Womack, Todd (Corker) <womack@corker.senate.gov>
Sent: Tuesday, February 11, 2014 6:40 PM
To: Bill Hagerty
Cc: Will Alexander
Subject: RE: Video views so far today

Hope you enjoy. Weather may affect things, FYI

Sent with Good (www.good.com)

-----Original Message-----

From: Bill Hagerty [Bill.Hagerty@tn.gov]
Sent: Tuesday, February 11, 2014 07:37 PM Eastern Standard Time
To: Womack, Todd (Corker)
Cc: Will Alexander
Subject: Re: Video views so far today

Got it, Todd

Thanks

On Feb 11, 2014, at 6:04 PM, "Womack, Todd (Corker)" <womack@corker.senate.gov> wrote:

Bill and Will--

If you would, please don't forward this version, but this is the video I mentioned.

Thanks much. Todd

From: Peter A. List [mailto:peter@laborunionreport.com]
Sent: Monday, February 10, 2014 02:50 PM
To: jimgrayconsult@aol.com <jimgrayconsult@aol.com>; Don Jackson <dj3auto@gmail.com>; ron_harr@comcast.net <ron_harr@comcast.net>; Tim Spires CRMA <tspires@crma1902.com>; Maury Nicely <mnicely@ehhlaw.com>; Womack, Todd (Corker)
Subject: Video views so far today

1. <[image001.jpg](#)>

Why VW Team Members are Opposed to the UAW

724 Plays

2. <[image002.jpg](#)>

Volkswagen Team Member Testimonials

166 Plays

3. <image003.jpg>

Victim of UAW's Influence at Westmoreland

TS Plays

Peter A. List
Editor & Chief Blogger
LaborUnionReport.com
[Twitter.com/laborunionrpt](https://twitter.com/laborunionrpt)

Founder & CEO
[Kulture, LLC](http://Kulture,LLC)

"Truth isn't mean. It's truth." Andrew Breitbart (1969-2012)

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Phil Williams <pwilliams@jrn.com>

Statement

Clint Brewer <Clint.Brewer@tn.gov>
To: Phil Williams <pwilliams@newschannel5.com>

Mon, Mar 31, 2014 at 3:57 PM

The language in the incentive offer addresses concerns we had at the time about process. In August 2013, it was unclear whether a works council was possible under U.S. law. The offer did not preclude the creation of a works council or union representation as a condition for the incentives.

In addition, the state's incentive offer was withdrawn in January in advance of a union vote at Volkswagen even being announced. Due to the importance of the Volkswagen project, the state kept its incentive offer on the table for almost two months longer than the standard 90 days.

The administration has been consistent in saying that the state has a vested interest in the VW plant in Chattanooga. First, it has a significant financial investment in the facility. We have also heard from VW that to grow in Chattanooga, the company needs support from the state when it comes to addressing labor costs and in building a more robust supplier network.

Clint Brewer Assistant Commissioner for Communications and Marketing

Tennessee Department of Economic and Community Development

312 Rosa L. Parks Ave., 26th Floor, Nashville, TN 37243

clint.brewer@tn.gov

tn.gov/ecd

TNECD.com

State of the Year - *Business Facilities*

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

VOLKSWAGEN GROUP OF AMERICA, INC.,

Petitioner-Employer,

and

Case 10-RM-121704

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW),

Labor Organization.

**ADDITIONAL SUBMISSION IN SUPPORT OF UAW'S REQUEST
FOR SPECIAL PERMISSION TO APPEAL
ORDER GRANTING INTERVENORS' MOTIONS TO INTERVENE**

On March 12, 2014, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (the "UAW") filed its request for special permission of the Board to appeal the Acting Regional Director's ("ARD") Order granting the Motions to Intervene of Michael Burton, et al. (the "Burton Motion") and Southern Momentum, Inc. et al. (the "SMI Motion") in the above-captioned matter.

That request for special permission to appeal is now under submission to the full Board.

1. Last evening, March 31, 2014, an investigative reporter for Nashville, Tennessee television channel 5 broadcast a story linking the administration of Tennessee Governor William Haslam and various members of his cabinet and staff with certain of the conduct that is the subject of the UAW's objections in this matter. See

<http://www.newschannel5.com/story/25122909/haslam-administration-linked-300m->

[offer-to-vw-uaw-process](#) . The information released with this news story further supports the allegations of third-party political interference in the RM election held in this matter on February 12-14, 2014.¹

2. In addition to the broadcast report itself, the Nashville Channel 5 investigative reporter released on the television channel's website various written emails and other documents from and to officials of the State of Tennessee and the office of United States Senator Robert Corker², including one which in particular bears on the subject matter of UAW's request for special permission to appeal: the propriety of granting employer-funded non-profit corporation Southern Momentum, Inc. intervenor status in this matter.³

3. Specifically, one of the released documents is a leaked email chain – dated February 11, 2014, the day before the RM election in this case – from Senator Corker's chief of staff Todd Womack to Bill Hagerty, the Commissioner of the State of Tennessee's Department of Economic and Community Development, and a member of Governor William Haslam's cabinet. Included as recipients in this email chain are

¹ If necessary, the UAW intends to subpoena all relevant witnesses and documents to support its objections, including witnesses and documents related to the investigative reporter's story and the leaked documents and sources on which the story is based.

² See <http://www.newschannel5.com/category/267935/vw-incentive-offer-related-emails> .

³ As the UAW previously noted in its filings in this matter, Southern Momentum, Inc., through a public statement by its Chattanooga management attorney Maury Nicely, has admitted that it raised all of its funds, in the "low six figures," from businesses and individuals, rather than from VWGOA bargaining unit employees. See Special Appeal Exhibit H, previously filed herewith: "Nicely said in an interview earlier this month that he led fundraising for Southern Momentum, which in late January and early February raised money 'in the low six figures' from Chattanooga area businesses and individuals."

Maurice Nicely, lawyer for Southern Momentum, Inc., as well as Will Alexander (Mr. Hagerty's chief of staff), Jim Gray (who runs a South Carolina-based anti-union consulting firm), Don Jackson (former VWGOA plant manager and anti-UAW spokesperson), Ron Harr (CEO of the Chattanooga area chamber of commerce), Peter List (anti-union consultant and Editor of LaborUnionReport.com) and Tim Spires (CEO of the Tennessee Association of Manufacturers). The email chain (attached as Exhibit 1 hereto) concerns various anti-union messaging related to the RM election. The email chain is further evidence that supports UAW's allegation of coordination by government officials and Southern Momentum regarding the pre-election conduct that is the subject of the UAW's objections. Doubtless there is more evidence of such coordination in addition to this particular leaked email chain, given the tone of familiarity among the email recipients.

4. The release of this email chain also closes a loop regarding the involvement of the National Right to Work Legal Defense Foundation in the coordinated campaign that is the subject of the UAW's objections. As indicated, the leaked email chain references Tim Spires, CEO of the Tennessee Association of Manufacturers, as one of the email recipients. As detailed in the Declaration of UAW member Sandra Haasis, attached hereto as Exhibit 2, Ms. Haasis overheard Glenn Taubman of the Right-to-Work Foundation discussing a plan for day-to-day messaging regarding the VW campaign on his cell phone at Atlanta airport on February 2, 2014, while both she and Mr. Taubman were waiting for a connecting flight to Chattanooga. And as Ms. Haasis' declaration states, Mr. Taubman specifically referred to his having

plans to have discussions with Tim Spires (as well as “Peter” and “Don”) concerning this subject. In other words, rather than serving merely as counsel, the Right-to-Work Foundation, through Mr. Taubman and perhaps others, was an active participant in the campaign that is the subject of the UAW’s objections.

5. Intervention should be denied herein. Putative Intervenor Southern Momentum, Inc. is not a grass-roots employee organization whose intervention in this RM case is appropriate. It is instead an employer-funded organization that has actively coordinated with officials of the State of Tennessee and with Senator Robert Corker and their staffs, as well as members of the business community, to threaten VWGOA workers with loss of Tennessee financial incentives should they exercise their right to support the UAW and choose it as their exclusive bargaining representative. Thus, even if intervention were otherwise proper under the Board’s practices and standards – which it is not for reasons that we have previously explained – Southern Momentum is not an appropriate candidate for intervention to represent “employee” interests here. The same is true for the other intervenors, who are represented by the National Right-to-Work Legal Defense Foundation, which upon information and belief is also employer-funded and also appears to have been an active participant in the coordinated “messaging” conduct that is the subject of the UAW’s objections.⁴

⁴ At a minimum, intervention and the hearing on the UAW’s objections should be held in abeyance until the Board conducts a full evidentiary hearing into the participation of Southern Momentum, Inc. and the National Right to Work Legal Defense Foundation in the coordinated conduct that is the subject of the UAW’s objections. Such a hearing, if it were to be held, should be accompanied by the right of the UAW to subpoena both entities and their agents.

CONCLUSION

The Board should grant the UAW's request for special permission to appeal, reverse the ARD's Order and deny the Motions to Intervene. We also suggest that the Board stay any hearing that may be required in this matter until the questions presented by this request for special permission to appeal is decided.

Respectfully submitted,

By: /s/ Michael Nicholson
Michael Nicholson
General Counsel
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214
(313) 926-5216

By: /s/ James D. Fagan, Jr.
James D. Fagan, Jr.
Stanford Fagan, LLC
191 Peachtree St., NE, Suite 4200
Atlanta, GA 30303
(404) 897-1000

Attorneys for International Union, United
Automobile, Aerospace and Agricultural
Implement Workers of America, UAW

Dated: April 1, 2014

Exhibit 1

Will Alexander

From: Womack, Todd (Corker) <womack@corker.senate.gov>
Sent: Tuesday, February 11, 2014 6:40 PM
To: Bill Hagerty
Cc: Will Alexander
Subject: RE: Video views so far today

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From: Peter A. List [mailto:peter@laborunionreport.com]
Sent: Monday, February 10, 2014 02:50 PM
To: jimgrayconsult@aol.com <jimgrayconsult@aol.com>; Don Jackson <dj3auto@gmail.com>; ron_harr@comcast.net <ron_harr@comcast.net>; Tim Spires CRMA <tspires@cma1902.com>; Maury Nicely <mnicely@ehhllaw.com>; Womack, Todd (Corker)
Subject: Video views so far today

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Victim of UAW's Influence at Westmoreland

[EAT](#)

Peter A. List
Editor & Chief Blogger
LaborUnionReport.com
[Twitter.com/laborunionrpt](https://twitter.com/laborunionrpt)

Founder & CEO
[Kulture, LLC](#)

"Truth isn't mean. It's truth." Andrew Breitbart (1969-2012)

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Exhibit 2

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

VOLKSWAGEN GROUP OF AMERICA, INC.,

Petitioner-Employer,

and

Case 10-RM-121704

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW),

Labor Organization.

DECLARATION OF SANDRA HAASIS

Sandra Haasis, pursuant to 28 U.S.C. 1746, declares as follows:

1. My name is Sandra Haasis. I am a member of UAW Local 2488 and an employee of Mitsubishi Motors of North America in Normal, Illinois. I worked for International Union, UAW on its organizing drive at Volkswagen of America's Chattanooga, Tennessee plant in February 2014. I have been an International Representative of International Union, UAW since May 5, 2013.

2. On Sunday February 2, 2014, I was at Atlanta Hartsfield International Airport waiting for a flight from Atlanta to Chattanooga. I had arrived in Atlanta at 10:20 a.m. on a flight from Peoria, Illinois. I was scheduled to board my flight to Chattanooga at 12:10 p.m.

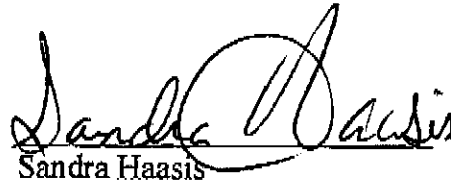
3. While I was waiting in the sitting area adjacent to the gate for the flight to Chattanooga, a man sitting next to me began talking on his cell phone. I

later identified this man from a picture of him on the internet as Glenn Taubman of the National Right-to-Work Legal Defense Foundation. What got my attention while I was sitting next to Mr. Taubman was that he was talking about how something would affect Mercedes, where the UAW has an ongoing organizing drive. Mr. Taubman said that if something happened the "ATR" would respond. Mr. Taubman then said that he would be in Chattanooga for a 3:00 p.m. meeting with the workers, but he was not sure how many would be at the meeting. He then mentioned a man named Tim Spires, as well as a "Don" and "Peter", whose last names he did not mention, concerning having a plan for a day-to-day messaging.

4. At that point, I began to board my plane and heard no more of Mr. Taubman's conversation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2014


Sandra Haasis

CERTIFICATE OF SERVICE

I hereby certify that on April 1, 2014, I submitted the foregoing Additional Submission in Support of UAW'S Request for Special Permission to Appeal Order Granting Intervenors' Motions to Intervene to the National Labor Relations Board by electronic filing and e-mailed a copy of same to:

Claude T. Harrell Jr.
Regional Director
National Labor Relations Board, Region 10
233 Peachtree Street NE, Harris Tower Suite 1000
Atlanta, GA 30303-1504
claude.harrell@nlrb.gov

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Glenn M. Taubman, Esq.
William L. Messenger, Esq.
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Maury Nicely, Esq.
Phillip B. Byrum, Esq.
Evans Harrison Hackett PLLC
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pbyrum@ehhlaw.com

By: /s/ Michael B. Schoenfeld
Stanford Fagan LLC



MIKE TURNER
STATE REPRESENTATIVE

1408 HADLEY AVENUE
OLD HICKORY, TENNESSEE 37138
(615) 847-0002

17 LEGISLATIVE PLAZA
NASHVILLE, TENNESSEE 37243-0151
(615) 741-3229

House of Representatives State of Tennessee

NASHVILLE

Office of
Democratic Caucus Chair

MEMBER OF COMMITTEES
Calendar & Rules
Government Operations
Health & Human Resources
State & Local

SUB-COMMITTEES
State & Local
Health

April 1, 2014

Dear Madam Speaker:

I am requesting a joint meeting of the Government Operations committee to investigate the Volkswagen incentive project referred to as "Project Trinity."

As elected members of the legislature we owe it to our constituents to fully vet how our tax dollars are being spent. Nothing in the current code authorizes the Executive Branch to use corporate incentives for the purposes of intervening in a lawfully organized labor election. Documents released to News Channel 5 in Nashville, but not provided to the legislature through a FOIA request, should concern all legislators tasked with protecting tax payer dollars.

Due to the urgency of this matter, I am asking the meeting be set as soon as possible.

Thank you,

Michael L. Turner

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

VOLKSWAGEN GROUP OF AMERICA, INC.
(Employer),

and

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)
(Union),

Case No. 10-RM-121704

and

MICHAEL BURTON *et alia*,
(Employee-Intervenors).

**EMPLOYEE-INTERVENORS' RESPONSE AND OPPOSITION
TO UAW'S "ADDITIONAL SUBMISSION" IN SUPPORT OF ITS
REQUEST FOR SPECIAL PERMISSION TO APPEAL**

Volkswagen employees Michael Burton, Michael Jarvis, David Reed, Thomas Haney and Daniele Lenarduzzi ("Employee-Intervenors") hereby respond to and oppose the UAW's "Additional Submission" in Support of its Request for Special Permission to Appeal Region 10's Order Granting the Motion to Intervene, filed on April 1, 2014. The Employee-Intervenors also oppose any further stays or delays in the hearing of this case, which is set for April 21, 2014, and has already been postponed once.

The UAW files what it characterizes as "new evidence" that "closes a loop regarding the involvement of the National Right to Work Legal Defense Foundation ("NRTW") in the coordinated campaign that is the subject of the UAW's objections."

(UAW Additional Submission at 3). The UAW's ostensible "evidence" is both false and irrelevant even if accurate (which it is not).

1. The UAW's "new evidence" regarding NRTW is a declaration by one of its operatives, Sandra Haasis. In her declaration, Ms. Haasis swears under penalty of perjury that she overheard a phone conversation by one of the Employee-Intervenors' counsel, NRTW Staff Attorney Glenn Taubman, regarding the campaign occurring at the Volkswagen facility. Ms. Haasis attests that this conversation occurred at the Atlanta airport, at about noon on Sunday, February 2, 2014, while she and Mr. Taubman were purportedly sitting next to each other awaiting a flight to Chattanooga.

The problem with Ms. Haasis' sworn declaration is that Glenn Taubman was not in the Atlanta airport on February 2. (Taubman Decl., ¶ 7). He was at his residence in Fairfax, Virginia, as his cell phone records prove. (*Id.*). In fact, he has not been in Atlanta since August 2, 2013, and has *never* been to or flown to Chattanooga, Tennessee. (*Id.*). The phone conversation that Ms. Haasis swears Mr. Taubman conducted never occurred.¹

Ms. Haasis' declaration is at best false, and at worst knowingly fraudulent. The UAW and she owe a public apology to Mr. Taubman and NRTW. Moreover, the Board should refer this matter to the Department of Justice to consider prosecution for the filing of false statements under oath.

¹ It is also noteworthy that NRTW is not mentioned in the e-mail chain that the UAW submits in its Additional Submission, nor are any of NRTW's employees or staff attorneys mentioned in or copied on any of the messages in that chain.

That the UAW resorted to filing a false declaration that could be so easily disproved to attempt to show the existence of a grand and secret conspiracy being waged against it smacks of the desperation and paranoia increasingly gripping the union following its rejection by Volkswagen employees in the election. The Board must now be wary, and treat with the utmost suspicion, any other ostensible “evidence” the UAW submits.

2. The UAW’s false allegations against NRTW are also irrelevant to this case for several reasons. *First*, NRTW has not sought to intervene in this case, and is neither a party nor participant in the case. The Intervenors are five flesh-and-blood Volkswagen employees—Michael Burton, Michael Jarvis, David Reed, Thomas Haney and Daniele Lenarduzzi—each of whom is exercising their Section 7 right to oppose the UAW. NRTW is simply providing legal counsel to these individuals to assist them in exercising their legal rights as “employees” under the NLRA.²

Second, the UAW’s Objections to the Election neither mention NRTW nor make any allegations about its conduct (for the obvious reason that NRTW was not involved in any action alleged to be objectionable). Similarly, the Regional Director’s Revised Report on Objections and Order Directing Hearing neither mentions NRTW nor makes any

² As the UAW well knows from years of futile litigation efforts, NRTW is a charitable, bona fide, IRS-approved, legal aid organization engaged in legitimate legal aid work. *United Auto Workers v. Nat’l Right To Work Legal Def. Found., Inc.*, 584 F. Supp. 1219, 1223-24 (D.D.C. 1984), *aff’d*, 781 F.2d 928, 934-35 (D.C. Cir. 1986); *see also National Right to Work Legal Def. & Educ. Found., Inc. v. United States*, 487 F. Supp. 801, 808 (E.D.N.C. 1979).

allegations about it. NRTW's conduct is simply not at issue in this case.

Third, and more generally, whether any organization campaigned against the UAW in the February 12-14 election is immaterial because that is not grounds for overturning the election. The UAW's case proceeds from the misguided premise that it is objectionable if any entity campaigned or spoke against the union in the election. While this belief may reflect how elections are conducted in Venezuela or North Korea, it does not reflect how elections are conducted in this free nation. The Supreme Court has repeatedly "characterized th[e] policy judgment, which suffuses the NLRA as a whole, as 'favoring uninhibited, robust, and wide-open debate in labor disputes,' stressing that 'freewheeling use of the written and spoken word . . . has been expressly fostered by Congress and approved by the NLRB.'" *Chamber of Commerce v. Brown*, 554 U.S. 60, 67-68 (2008) (quoting *Letter Carriers v. Austin*, 418 U.S. 264, 272-73 (1974)). Specifically, Section 7 "calls attention to the right of employees to refuse to join unions, which implies an underlying right *to receive information opposing unionization*." *Id.* at 68 (emphasis added).

Finally, it is critical to recall why the Employee-Intervenors must be permitted to participate in these proceedings—to hold the UAW to its burden of proof, cross-examine its witnesses, and ensure that someone represents the interests of the majority of employees who voted against the UAW. Volkswagen is contractually obligated *not* to

oppose the UAW's objections,³ and intends to abide by that obligation, as the Regional Director's Revised Report on Objections flatly states. (*See* Revised Report at 2 n.3, recognizing that "[Volkswagen will] take[] no position regarding the merits of the [UAW's] objections."). Without the Employee-Intervenors, the hearing and other proceedings in this case will be a one-sided farce, with no party opposing the UAW's factual claims, offering rebuttal evidence, or otherwise defending the election results. It would be akin to allowing only a plaintiff to present its case, while permitting no defense for the defendant (which here is the election results). With no one to defend the election results, the hearing scheduled for April 21 would be a cruel joke played on the 712 employees who voted against the UAW in the election, and would be an embarrassment for this Agency. The UAW's desire to silence any opposition to it in this case must be rejected.

CONCLUSION

The UAW's Request for Special Permission to Appeal should be summarily denied. Its "Additional Submission" should be disregarded as false or knowingly fraudulent, and the Board should refer the declaration of Ms. Haasis to the Department of Justice.

³ The UAW-Volkswagen Neutrality Agreement was filed as Ex. A to the Employee-Intervenors' Motion to Intervene, and is also reproduced as Exhibit B to the UAW's Request for Special Permission to Appeal, and can be found at pages 70-118 of the UAW's pdf document.

Respectfully submitted,

/s/ Glenn M. Taubman

Glenn M. Taubman
William L. Messenger
John N. Raudabaugh
c/o National Right to Work Legal
Defense Foundation
8001 Braddock Road, Suite 600
Springfield, VA 22160
(703) 321-8510
(703) 321-9319 (fax)
gmt@nrtw.org
wlm@nrtw.org
jnr@nrtw.org

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing Employee-Intervenors' Response and the attachment were served on the NLRB Executive Secretary and NLRB Region 10 via NLRB e-filing, and via e-mail to:

Michael Nicholson, Esq.
International UAW
800 East Jefferson Ave.
Detroit, MI 48214
Mnicholson@uaw.net

Michael Schoenfeld, Esq.
Stanford Fagan, LLC
191 Peachtree St., NE, Suite 4200
Atlanta, GA 30303
MichaelS@sfglawyers.com

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250 Park Ave.
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Maury Nicely, Esq.
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835 Georgia, Ave., Suite 800
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mnicely@ehhlaw.com
pbyrum@ehhlaw.com

Mary L. Bulls, Esq.
Acting Regional Director
National Labor Relations Board, Region 10
233 Peachtree St. NE, Harris Tower Suite 1000
Atlanta, GA 30303-1504
mary.bulls@nrlb.gov

this 3rd day of April, 2014.

/s/ Glenn M. Taubman

Glenn M. Taubman

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

VOLKSWAGEN GROUP OF AMERICA, INC.
(Employer),

and

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)
(Union),

Case No. 10-RM-121704

and

MICHAEL BURTON *et alia*,
(Employee-Intervenors).

DECLARATION OF GLENN M. TAUBMAN

Glenn M. Taubman, pursuant to 28 U.S.C. § 1746, declares:

1. I submit this Declaration in response to the Declaration of Sandra Haasis, filed by the UAW with the Board on April 1, 2014.
2. The facts stated in my Declaration are within my personal knowledge. I am one of the co-counsel in this case representing the Employee-Intervenors Michael Burton, Michael Jarvis, David Reed, Thomas Haney and Daniele Lenarduzzi.
3. I received a B.A. degree in political science from the State University of New York at Stony Brook in 1977. I am an honors graduate of the Emory University School of Law in Atlanta, Georgia. (J.D. with Distinction received in June 1980). Additionally, I am a graduate of the Masters of Law program (specializing in labor law)

of the Georgetown University Law Center, Washington, D.C. (LL.M, Labor Law 1985).

4. Upon graduation from Emory University School of Law in 1980, I was employed as a Staff Attorney to the judges of the United States District Court for the Middle District of Florida in Jacksonville, Florida (1980-1981). In 1981, I was appointed law clerk to the Hon. Warren L. Jones, Senior Circuit Judge, United States Court of Appeals for the Eleventh Circuit, in Jacksonville, Florida (1981-1982).

After my clerkship with Judge Jones, I accepted employment as a staff attorney with the National Right to Work Legal Defense Foundation (“NRTW”), Springfield, Virginia, where I remain employed (1982-present). I reside in Fairfax, Virginia.

NRTW, a charitable, tax-exempt legal aid organization under § 501(c)(3) of the Internal Revenue Code, provides free legal assistance to employees who are victimized by the abuses of compulsory union arrangements.

5. As an NRTW staff attorney, I have practiced before the Board for over thirty (30) years. A small sampling of the cases I have litigated under the National Labor Relations Act include *NLRB v. Office & Professional Employees International Union, Local 2*, 292 NLRB 1175 (1988), *enforced*, 902 F.2d 1164 (4th Cir. 1990); *Production Workers Union of Chicago Local 707 (Mavo Leasing)*, 322 NLRB 35 (1996), *enforced*, 161 F.3d 1047 (7th Cir. 1998); *Penrod v. NLRB*, 203 F.3d 41 (D.C. Cir. 2000); *Dana Corp.*, 351 NLRB 434 (2007); *Bloom v. NLRB*, 153 F.3d 844 (8th Cir. 1998), *judgment vacated sub nom. Office & Professional Employees International Union, Local 12 v.*

Bloom, 525 U.S. 1133 (1999); and *United Food & Commercial Workers Local 951 v. Mulder*, 31 F.3d 365 (6th Cir. 1994). In addition to these cases, I have been lead counsel in dozens of other reported cases throughout the nation, in state courts, federal courts, state labor boards and the NLRB.

6. I am admitted to practice law in the following territorial jurisdictions and courts: Georgia (1980); New York (1981); District of Columbia (1985); United States Supreme Court (1983); and the U.S. Courts of Appeals for the Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Eleventh and District of Columbia Circuits.

7. I have reviewed the Declaration of Sandra Haasis, filed by the UAW with the Board on April 1, 2014. Contrary to the assertions to which she swears under penalty of perjury, I was not in Atlanta, Georgia, or at its airport on February 2, 2014. I have checked my work and personal calendars and state with certainty that the last time I was in Atlanta was August 2, 2013. I have not been in Atlanta since. Moreover, I have never been to Chattanooga, Tennessee, nor have I ever flown there from Atlanta or anywhere else.

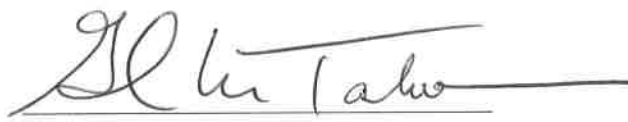
Attached hereto and made a part hereof is a true and correct copy of a portion of my Verizon Wireless cell phone statement (with most personal information redacted). This is the only cell phone that I own or use; no one else uses it; and it is kept with me at all times. The Verizon Wireless statement shows that on February 2, 2014, at around noon (the very time Ms. Haasis asserts she overheard a cell phone call of mine from the Atlanta

airport), I made three cell phone calls all originating in Fairfax, Virginia, where I reside.

8. I declare with certainty that I did not have the conversation that Ms. Haasis ascribes to me. I have no knowledge of that conversation, who may have participated in it, or if that alleged conversation ever happened at all. I also declare with certainty, as an officer of many federal courts and as a long-time practitioner before this Board, that I had no such conversation on February 2, 2014, or at any other time, as described by Ms. Haasis.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: April 3, 2014


Glenn M. Taubman

Detail for [REDACTED] Taubman: 703-[REDACTED]-2609

Usage, continued

Date	Time	Number	Rate	Usage Type	Origin	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/17	10:16A	[REDACTED]	Peak	PlanAll w	Springfield VA	Scottsdale AZ	7	---	---	---
1/17	5:52P	[REDACTED]	Peak	PlanAll w	Springfield VA	Fairfax VA	4	---	---	---
1/17	5:55P	[REDACTED]	Peak	PlanAll w	Annandale VA	Scottsdale AZ	10	---	---	---
1/17	10:03P	[REDACTED]	Off-Peak	N&W	Annandale VA	Incoming CL	10	---	---	---
1/18	3:57P	[REDACTED]	Off-Peak	N&W	Annandale VA	Incoming CL	33	---	---	---
1/19	11:22A	[REDACTED]	Off-Peak	N&W	Annandale VA	Fis Church VA	22	---	---	---
1/19	11:48A	[REDACTED]	Off-Peak	N&W	Annandale VA	Fis Church VA	2	---	---	---
1/20	4:01P	[REDACTED]	Peak	M2Mail w	Annandale VA	Incoming CL	47	---	---	---
1/21	4:15P	[REDACTED]	Peak	PlanAll w	Annandale VA	Incoming CL	1	---	---	---
1/21	4:17P	[REDACTED]	Peak	PlanAll w	Annandale VA	Incoming CL	1	---	---	---
1/24	8:07A	[REDACTED]	Peak	PlanAll w	Fairfax VA	Fairfax VA	3	---	---	---
1/25	5:18P	[REDACTED]	Off-Peak	N&W	Annandale VA	Incoming CL	10	---	---	---
1/25	5:48P	[REDACTED]	Off-Peak	N&W	Annandale VA	Incoming CL	35	---	---	---
1/28	10:34A	[REDACTED]	Peak	PlanAll w	Springfield VA	Incoming CL	1	---	---	---
1/28	7:26P	[REDACTED]	Peak	M2Mail w	Annandale VA	Incoming CL	20	---	---	---
2/02	11:55A	703-[REDACTED]-1261	Off-Peak	N&W	Fairfax VA	Fairfax VA	2	---	---	---
2/02	1:10P	703-[REDACTED]-1261	Off-Peak	N&W	Fairfax VA	Fairfax VA	2	---	---	---
2/02	1:12P	480-[REDACTED]-0206	Off-Peak	N&W	Fairfax VA	Scottsdale AZ	1	---	---	---
2/03	5:36P	[REDACTED]	Peak	PlanAll w	Springfield VA	Fairfax VA	2	---	---	---
2/05	8:27A	[REDACTED]	Peak	PlanAll w	Fairfax VA	Fairfax VA	2	---	---	---
2/06	5:48P	[REDACTED]	Peak	PlanAll w	Springfield VA	Fairfax VA	1	---	---	---
2/07	5:38P	[REDACTED]	Peak	PlanAll w,CallVM	Annandale VA	White Mall CL	1	---	---	---

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

VOLKSWAGEN GROUP OF AMERICA, INC.,

Petitioner-Employer,

and

Case 10-RM-121704

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW),

Labor Organization.

**NOTICE OF SERVICE OF SUBPOENAS DUCES TECUM
BY INTERNATIONAL UNION, UAW**

The International Union, UAW, hereby gives notice to the Board and interested persons and entities that it served today twenty subpoenas duces tecum on the witnesses identified in Attachment A, together with checks to cover the required fees. Copies of the subpoenas served today are attached as Attachment B. The UAW has requested the issuance of four additional subpoenas duces tecum which it intends to serve on the witnesses identified in Attachment C.

Respectfully submitted,

By: /s/ Michael Nicholson
Michael Nicholson
General Counsel
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214
(313) 926-5216

By: /s/ James D. Fagan, Jr.
James D. Fagan, Jr.
Stanford Fagan, LLC
191 Peachtree St., NE, Suite 4200
Atlanta, GA 30303
(404) 897-1000

By: /s/ Arlus J. Stephens
Arlus J. Stephens
Murphy Anderson PLLC
1701 K Street NW, Suite 210
Washington, DC 20006
(202) 223-2620

Attorneys for International Union, United
Automobile, Aerospace and Agricultural
Implement Workers of America, UAW

Dated: April 9, 2014

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document is being served, this 9th day of April 2014, by electronic mail on the following representatives:

Steven M. Swirsky, Esq.
sswirsky@ebglaw.com

Michael B. Nicholson, Esq.
mnicholson@uaw.net

James D. Fagan Jr., Esq.
jffagan@sfglawyers.com

Maurice Nicely, Esq.
mnicely@ehhlaw.com

Philip Byrum, Esq.
pbyrum@ehhlaw.com

Glen Taubman, Esq.
gmt@nrtw.org

John Raudabaugh, Esq.
jnr@nrtw.org

William Messenger, Esq.
wlm@nrtw.org

/s/ Arlus J. Stephens
Arlus J. Stephens

ATTACHMENT A
List of Witnesses Served

1. U.S. Senator Bob Corker
2. Todd Womack, Chief of Staff to Senator Corker
3. Micah Johnson, Press Aide to Senator Corker
4. Tennessee Governor Bill Haslam
5. Tennessee Economic Development Commissioner Bill Hagerty
6. Will Alexander, Aide to Commissioner Hagerty
7. Tennessee Senator Bo Watson
8. Tres Wittum, Aide to Senator Watson
9. Beth Harwell, Tennessee Speaker of the House
10. Gerald McCormick, Tennessee Representative and Majority Leader
11. Grover Norquist
12. Matt Patterson
13. Tucker Nelson
14. Walter Orechwa
15. Jim Gray
16. Peter List
17. Maurice Nicely
18. Southern Momentum Inc.
19. Tim Spires
20. Ron Harr

ATTACHMENT B
Copies of Subpoenas Served Today

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. Will Alexander, Chief of Staff
312 Rosa L. Parks Ave, 27th Floor, Nashville, TN 37243

As requested by International Union, UAW
whose address is 8000 East Jefferson Avenue Detroit , Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer
_____ of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZU8RZ

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at _____,
this 28 day of March 2014



Paul H. Ramm
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Will Alexander, in your capacity as an employee with the Tennessee Department of Economic and Community Development and in your personal capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.
2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.
3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other

legal entity subordinate to the State of Tennessee (including all political subdivisions), concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

8. “Communications” means any and all inquiries, discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters correspondence, notes, telegrams, facsimiles, electronic mail (e-mail), text messages, voicemails, memoranda, documents, writings, or other forms of communications, including but not limited to both oral and written communications.

9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

11. The term “relating to” (including any variant thereof), includes referring to, alluding to, responding to, pertaining to, concerning, connected with, commenting on or in respect of, analyzing, touching upon, constituting and being, and is not limited to contemporaneous events, actions, communications or documents.

12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW’s attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Senator Robert Corker
425 Dirksen Senate Office Building, Washington, DC 20510

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
 (Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
 (Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZU6QX

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,

this 28 day of March 2014



[Signature]
 Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Bob Corker, in your official capacity as a Member of the United States Senate and in your personal capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.

2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.

3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise); trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

8. “Communications” means any and all inquiries, discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters correspondence, notes, telegrams, facsimiles, electronic mail (e-mail), text messages, voicemails, memoranda, documents, writings, or other forms of communications, including but not limited to both oral and written communications.

9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

11. The term “relating to” (including any variant thereof), includes referring to, alluding to, responding to, pertaining to, concerning, connected with, commenting on or in respect of, analyzing, touching upon, constituting and being, and is not limited to contemporaneous events, actions, communications or documents.

12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as

necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

To Mr. Jim Gray, President, Jim Gray Consultants
154 Beresford Creek Street, Charleston, SC 29492

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZT1Y1

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Jim Gray, in your capacity as an employee, officer, director or agent of Jim Gray Consultants and in any other capacity, including all persons who have acted or purported to act on your behalf.

2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.

3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

8. “Communications” means any and all inquiries, discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters correspondence, notes, telegrams, facsimiles, electronic mail (e-mail), text messages, voicemails, memoranda, documents, writings, or other forms of communications, including but not limited to both oral and written communications.

9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

11. The term “relating to” (including any variant thereof), includes referring to, alluding to, responding to, pertaining to, concerning, connected with, commenting on or in respect of, analyzing, touching upon, constituting and being, and is not limited to contemporaneous events, actions, communications or documents.

12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as

necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. Bill Hagerty, Commissioner
312 Rosa L. Parks Ave., 27th Floor, Nashville, TN 37243

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

B-1-GZU7AN

Issued at ,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Bill Hagerty, in your official capacity with the Tennessee Department of Economic and Community Development and in your personal capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.

2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.

3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other

legal entity subordinate to the State of Tennessee (including all political subdivisions), concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

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9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

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12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW’s attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

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2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARDTo MR. RON HARR, PRESIDENT AND CEO, CHATTANOOGA AREA CHAMBER OF COMMERCE
811 BROAD STREET, CHATTANOOGA, TN 37402As requested by INTERNATIONAL UNION, UAWwhose address is 800 EAST JEFFERSON AVENUE, DETROIT, MICHIGAN 48214
(Street) (City) (State) (ZIP)YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

_____ of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Streetin the City of Chattanooga, TNon Monday, April 21, 2014 at 9:00 am or any adjournedor rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

B-1-GZUF7N

Issued at _____,

this 28 day of March 2014



 A handwritten signature in black ink, appearing to read "Paul H. Freeman".

Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Ron Harr, in your capacity as an employee, officer, director or agent of the Chattanooga Chamber of Commerce and in any other capacity, including all persons who have acted or purported to act on your behalf.

2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.

3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

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14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

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2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Speaker of the House Beth Harwell
301 6th Avenue North, Suite 19, Legislative Plaza, Nashville, TN 37243

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue Detroit Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

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B-1-GZUE0L

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Beth Harwell, in your capacity as a Tennessee state representative and Speaker of the House and in your personal capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.
2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.
3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

8. “Communications” means any and all inquiries, discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters correspondence, notes, telegrams, facsimiles, electronic mail (e-mail), text messages, voicemails, memoranda, documents, writings, or other forms of communications, including but not limited to both oral and written communications.

9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

11. The term “relating to” (including any variant thereof), includes referring to, alluding to, responding to, pertaining to, concerning, connected with, commenting on or in respect of, analyzing, touching upon, constituting and being, and is not limited to contemporaneous events, actions, communications or documents.

12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as

necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Governor Bill Haslam
1st Floor, State Capitol, Nashville, TN 37243

As requested by International Union UAW
whose address is 8000 East Jefferson Avenue Detroit Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer
_____ of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZU74T

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at _____,
this 28 day of March 2014



Paul H. Rouse
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Bill Haslam, in your capacity as Governor of Tennessee and in your personal capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.
2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.
3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

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necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

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Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. Micah Johnson, Press Secretary
425 Dirksen Senate Office Building, Washington, DC 20510

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer
of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZU5V9

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Micah Johnson, in your capacity as an aide to Senator Corker and in any other capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.
2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.
3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

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3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To PETER LIST, KULTURE CONSULTING LLC
759 BLOOMFIELD AVENUE, #301, WEST CALDWELL, NJ 07006

As requested by INTERNATIONAL UNION, UAW

whose address is 8000 EAST JEFFERSON AVENUE, DETROIT, MICHIGAN 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer
_____ of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

B-1-GZU97T

Issued at _____,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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Instructions

1. “You” means Peter List, in your capacity as an employee, officer, director or agent of Kulture LLC, Kulture Consulting LLC, laborunionreport.com and in any other capacity, including all persons who have acted or purported to act on your behalf.

2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.

3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

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14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

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3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

To Majority Leader Gerald McCormick
301 6th Avenue North, Suite 18-A, Legislative Plaza, Nashville, TN 37243

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

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B-1-GZUEW9

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

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Instructions

1. “You” means Gerald McCormick, in your capacity as a Tennessee state representative and in any other capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.
2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.
3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

8. “Communications” means any and all inquiries, discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters correspondence, notes, telegrams, facsimiles, electronic mail (e-mail), text messages, voicemails, memoranda, documents, writings, or other forms of communications, including but not limited to both oral and written communications.

9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

11. The term “relating to” (including any variant thereof), includes referring to, alluding to, responding to, pertaining to, concerning, connected with, commenting on or in respect of, analyzing, touching upon, constituting and being, and is not limited to contemporaneous events, actions, communications or documents.

12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as

necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

To Mr. Tucker Nelson
722 12th Street NW, Suite 400, Washington, DC 20005

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZUG77

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Tucker Nelson, in your capacity as an employee, officer, director or agent of Americans for Tax Reform, the Center for Worker Freedom and in any other capacity, including all persons who have acted or purported to act on your behalf.

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3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

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necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

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14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

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1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. Maurice Nicely
One Central Plaza, Suite 800, 835 Georgia Avenue, Chattanooga, TN 37402

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZUEIX

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Maurice Nicely, including all persons who have acted or purported to act on your behalf.

2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.

3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions), concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

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construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

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2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. Grover Norquist
722 12th Street NW, Suite 400, Washington, DC 20005

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZUEOR

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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Instructions

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4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

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SUBPOENA DUCES TECUM**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. Walter Drechnya, Chief Executive Officer
3264 Medlock Bridge Road, Norcross, GA 30092

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

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B-1-GZU0TV

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,

this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

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Instructions

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5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

8. “Communications” means any and all inquiries, discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters correspondence, notes, telegrams, facsimiles, electronic mail (e-mail), text messages, voicemails, memoranda, documents, writings, or other forms of communications, including but not limited to both oral and written communications.

9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

11. The term “relating to” (including any variant thereof), includes referring to, alluding to, responding to, pertaining to, concerning, connected with, commenting on or in respect of, analyzing, touching upon, constituting and being, and is not limited to contemporaneous events, actions, communications or documents.

12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as

necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. Matt Patterson
722 12th Street NW, Suite 400, Washington, DC 20005

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZUGRR

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,

this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Matt Patterson, in your capacity as an employee, officer, director or agent of Americans for Tax Reform, the Center for Worker Freedom and in any other capacity, including all persons who have acted or purported to act on your behalf.
2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.
3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

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14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

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Documents Demanded Pursuant to Subpoena Duces Tecum

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2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To SOUTHERN MOMENTUM INC. 40 CUSTODIAN OF RECORDS; EVANS HARRISON HACKETT PLLC
(REGISTERED AGENT), ONE CENTRAL PLAZA, SUITE 800, 835 GEORGIA AVE., CHATTANOOGA, TN 37402

As requested by INTERNATIONAL UNION, UAW

whose address is 8000 EAST JEFFERSON AVENUE, DETROIT, MICHIGAN 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

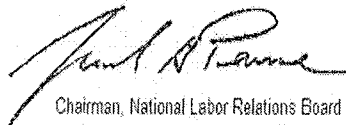
B-1-GZU22L



Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,

this 28 day of March 2014


Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Southern Momentum Inc., a Tennessee corporation, including its officers, directors, employees, agents, and all other persons who have acted or purported to act on its behalf.
2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, teletype and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.
3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise); trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

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9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

11. The term “relating to” (including any variant thereof), includes referring to, alluding to, responding to, pertaining to, concerning, connected with, commenting on or in respect of, analyzing, touching upon, constituting and being, and is not limited to contemporaneous events, actions, communications or documents.

12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as

necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To MR. TIM L. SPIRES, PRESIDENT & CEO, CHATTANOOGA REGIONAL MANUFACTURERS ASSN.
10 W. MARTIN LUTHER KING BLVD, 5TH FLOOR, CHATTANOOGA, TN 37402

As requested by INTERNATIONAL UNION, UAW

whose address is 8000 EAST JEFFERSON AVENUE, DETROIT, MICHIGAN 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer
_____ of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZU4M9

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at _____,

this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Tim Spires, in your capacity as an employee, officer, director or agent of the Tennessee Association of Manufacturers, the Chattanooga Regional Manufacturers Association, and in any other capacity, including all persons who have acted or purported to act on your behalf.

2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.

3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other

legal entity subordinate to the State of Tennessee (including all political subdivisions), concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

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14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

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3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Senator Bo Watson
301 6th Avenue North, Suite 13, Legislative Plaza, Nashville, TN 37243

As requested by International Union, UAW
whose address is 8000 East Jefferson Avenue, Detroit Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

_____ of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

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B-1-GZU91P

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at _____,
this 28 day of March 2014



[Signature]
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

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Instructions

1. “You” means Bo Watson, in your capacity as a Tennessee state senator and in your personal capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.
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3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
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concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

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7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

8. “Communications” means any and all inquiries, discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters correspondence, notes, telegrams, facsimiles, electronic mail (e-mail), text messages, voicemails, memoranda, documents, writings, or other forms of communications, including but not limited to both oral and written communications.

9. The term “including” means including but not limited to.

10. Terms in the plural include the singular and terms in the singular include the plural.

11. The term “relating to” (including any variant thereof), includes referring to, alluding to, responding to, pertaining to, concerning, connected with, commenting on or in respect of, analyzing, touching upon, constituting and being, and is not limited to contemporaneous events, actions, communications or documents.

12. “And” as well as “or” shall be construed either disjunctively or conjunctively, as

necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

Pursuant to the subpoena duces tecum, you are hereby requested to produce the following documents as to which you have possession, custody, or control:

1. All documents -- including but not limited to any communications with any person -- relating to Government Incentives, as those terms are defined herein.
2. All documents -- including but not limited to any communications with any person -- relating to Product Placement, as those terms are defined herein.
3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Mr. Tres Wittum, Policy and Research Analyst
301 6th Avenue North, Suite B, Legislative Plaza, Nashville, TN 37243

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton Cty Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZU907

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



Paul H. Rouse
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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 assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Instructions

1. “You” means Tres Wittum, in your capacity as an aide to Senator Watson, as an employee of the State of Tennessee, and in any other capacity, including all persons who have acted or purported to act on your behalf, whether in your official or personal capacity.
2. “Document” means any printed, typewritten, handwritten, electronic (on computer storage media, etc.), or otherwise recorded matter of whatever character, including, but not limited to, letters, memoranda, telecopy and facsimile messages, e-mails, electronic documents, notes, diaries, calendars, logs, reports, press statements, press releases, audio or visual recordings, observations, statements, formal affidavits, or any other such materials, or any carbon or photocopy of any such material, and including drafts as well as final versions of any such materials.
3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.
4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.
5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

concerning or related to Volkswagen, or in whole or in part for the benefit of Volkswagen.

6. “Product Placement” means any actual, proposed or contemplated placement at Volkswagen’s Chattanooga plant of the manufacture or assembly of a motor vehicle in addition to the Volkswagen Passat currently assembled at Volkswagen’s Chattanooga plant.

7. “Person” means an individual; partnership; individual general and limited partners of a partnership; company; corporation; professional corporation; unincorporated association; any unit of federal, state, or local government; news and/or social media outlet, reporter or representative (whether broadcast, print, internet-based or otherwise), trust or other entity; and also includes any officers, directors, employees, agents or shareholders of any of the foregoing, as well as any of your employees or other members of your staff.

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necessary to bring within the scope of this subpoena all responses which might otherwise be construed to be outside its scope.

13. If any information is withheld under claim of privilege, state the privilege invoked and identify the subject matter (without disclosure of its contents) of the information withheld sufficient to allow to the Board to rule thereon.

14. These requests are deemed continuing. If any document requested comes into the possession, custody or control of any person acting on your behalf after the time specified herein for the production of such document, you should immediately produce such document to the UAW's attorneys for inspection and copying.

15. Unless otherwise expressly stated in writing, failure to produce any item requested herein is a representation that such item does not exist or is not in the possession, custody or control of you or any person acting on your behalf.

16. The time period covered by these requests is January 1, 2014 to the present.

17. All defined terms above, as used herein, are to be construed as defined above, whether they appear herein in capitalized or non-capitalized form.

Documents Demanded Pursuant to Subpoena Duces Tecum

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3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

To Mr. Todd Womack, Chief of Staff
425 Dirksen Senate Office Building, Washington, DC 20510

As requested by International Union, UAW

whose address is 8000 East Jefferson Avenue, Detroit, Michigan 48214
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE a Hearing Officer

of the National Labor Relations Board

at Hamilton City Crthse, 4th Floor, 625 Walnut Street

in the City of Chattanooga, TN

on Monday, April 21, 2014 at 9:00 am or any adjourned

or rescheduled date to testify in VOLKSWAGEN GROUP OF AMERICA, INC.
10-RM-121704
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-GZU6WR

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at ,
this 28 day of March 2014



Paul H. Freeman
Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

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Instructions

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3. “Volkswagen” means Volkswagen AG, a German Corporation, Volkswagen Group of America, Inc., Volkswagen Group of America Chattanooga Operations, LLC, or any of them, and any affiliate or affiliates of any such entity, and all officers, employees or other persons who have acted or purported to act on behalf of any one or more than one of those entities.

4. “UAW” means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); any of its affiliates; officers; employees; and agents.

5. “Government Incentives” means aid or relief of any nature – whether proposed, contemplated, or effectuated – that could or would be provided by or through the State of Tennessee, the Tennessee Department of Economic and Community Development, or any other legal entity subordinate to the State of Tennessee (including all political subdivisions),

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3. All documents -- including but not limited to any communications with any person -- relating to Volkswagen, as those terms are defined herein.
4. All documents -- including but not limited to any communications with any person -- relating to the UAW, as those terms are defined herein.

ATTACHMENT C
List of Witnesses to be Served

1. Tennessee Representative Mike Carter
2. Tennessee Senator Todd Gardenshire
3. Tennessee Representative Richard Floyd
4. Don Jackson

MAJORITY MEMBERS:

JOHN KLINE, MINNESOTA, *Chairman*

THOMAS E. PETRI, WISCONSIN
HOWARD P. "BUCK" McKEON, CALIFORNIA
JOE WILSON, SOUTH CAROLINA
VIRGINIA FOXX, NORTH CAROLINA
TOM PRICE, GEORGIA
KENNY MARCHANT, TEXAS
DUNCAN HUNTER, CALIFORNIA
DAVID P. ROE, TENNESSEE
GLENN THOMPSON, PENNSYLVANIA
TIM WALBERG, MICHIGAN
MATT SALMON, ARIZONA
BRETT GUTHRIE, KENTUCKY
SCOTT DESJARLAIS, TENNESSEE
TODD ROKITA, INDIANA
LARRY BUCSHON, INDIANA
TREY GOWDY, SOUTH CAROLINA
LOU BARLETTA, PENNSYLVANIA
JOSEPH J. HECK, NEVADA
SUSAN W. BROOKS, INDIANA
RICHARD HUDSON, NORTH CAROLINA
LUKE MESSER, INDIANA
BRADLEY BYRNE, ALABAMA



COMMITTEE ON EDUCATION
AND THE WORKFORCE
U.S. HOUSE OF REPRESENTATIVES
2181 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-6100

MINORITY MEMBERS:

GEORGE MILLER, CALIFORNIA
Senior Democratic Member

ROBERT C. "BOBBY" SCOTT, VIRGINIA
RUBEN HINOJOSA, TEXAS
CAROLYN MCCARTHY, NEW YORK
JOHN F. TIERNEY, MASSACHUSETTS
RUSH HOLT, NEW JERSEY
SUSAN A. DAVIS, CALIFORNIA
RAUL M. GRIJALVA, ARIZONA
TIMOTHY H. BISHOP, NEW YORK
DAVID LOEBSACK, IOWA
JOE COURTNEY, CONNECTICUT
MARCIA L. FUDGE, OHIO
JARED POLIS, COLORADO
GREGORIO KILILI CAMACHO SABLAN,
NORTHERN MARIANA ISLANDS
FREDERICA S. WILSON, FLORIDA
SUZANNE BONAMICI, OREGON
MARK POCAN, WISCONSIN
MARK TAKANO, CALIFORNIA

April 16, 2014

The Honorable Bill Haslam
Office of the Governor
1st Floor, State Capitol
Nashville, TN 37243

Dear Governor Haslam:

Pursuant to our oversight responsibilities on the U.S. House Committee on Education and the Workforce, we respectfully request information about whether any Tennessee state officials directly or indirectly conditioned, or threatened to condition, state aid to Volkswagen (VW) on the outcome of the efforts to establish a union and/or works council at the Chattanooga plant.

As you know, workers at the Chattanooga plant have sought union representation with the United Auto Workers (UAW) and the creation of a local works council, a labor relations model based on other VW plants around the world. A National Labor Relations Board election on February 12, 13, and 14, 2014, was intended to allow workers at the plant to freely choose whether to unionize, and ultimately bargain for a works council, which is a right guaranteed to them under federal law. Objections have been filed to that election, alleging the process was tainted by actions and statements of outside parties, including state officials.

Recent press reports suggest that Tennessee state officials may have conditioned state aid—a mix of cash, cash equivalents, and tax credits—for adding a new full-size sport utility vehicle line to the VW plant on the outcome of the workers' representation question. For example, a document prepared by state officials dated August 23, 2013, entitled "Project Trinity Final Summary of Incentives," proposes various cash grants, tax exemptions, and tax credits in support of the VW expansion and included a provision stating such aid was "subject to works council discussion between the State of Tennessee and VW being concluded to the satisfaction of the State of Tennessee."

In circumstances in which state aid has been conditioned or is threatened to be conditioned on the outcome of a question of workers' representation, Congress has a significant interest. Such state-level conditioning may undermine employees' federally-guaranteed freedom to choose

The Honorable Bill Haslam

April 16, 2014

Page 2

whether or not to be represented by a union. The National Labor Relations Act (NLRA) establishes that it is the “policy of the United States” to encourage and protect the “exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.” The courts have recognized that, by enacting the NLRA, the federal government struck a particular balance in these rights to organize and collectively bargain and in labor relations generally, and that action by other governments to upset that balance is preempted by this federal law.

The U.S. Committee on Education and the Workforce has oversight and legislative jurisdiction over our nation’s labor laws. Our request is part of an inquiry to understand the extent to which the activities of Tennessee state officials may have undermined, or attempted to undermine, federal rights guaranteed to workers in Chattanooga.

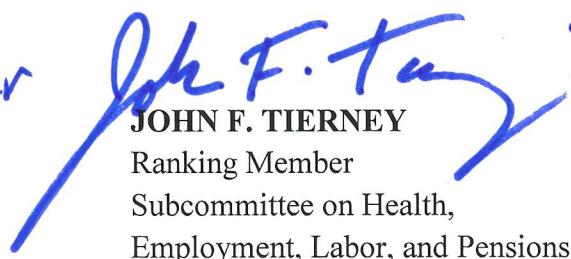
Attached is a detailed schedule of requested information. Please provide the requested information to us no later than 30 days after receipt of this letter. In responding to this information request, apply the instructions and definitions outlined in Attachment II.

Should you have any questions regarding our request, please contact us or direct your staff to coordinate your response with the committee’s staff, who can be reached at (202) 225-3725.

Sincerely,



GEORGE MILLER
Senior Democratic Member



JOHN F. TIERNEY
Ranking Member
Subcommittee on Health,
Employment, Labor, and Pensions

cc: Chairman John Kline
Chairman David P. Roe

Attachment

Attachment I

Schedule

All communications between the State and VW regarding the provision of state aid for the benefit or support of the Chattanooga VW plant, including the nature of the state aid and any direct or indirect conditions on such aid.

All communications between the State with third parties regarding provision of state aid for the benefit or support of the Chattanooga VW plant, including the nature of the state aid and any direct or indirect conditions on such aid.

All communications between state officials regarding provision of state aid for the benefit or support of the Chattanooga VW plant, including the nature of the state aid and any direct or indirect conditions on such aid.

A determination of whether any of the state aid offered, including the list of grants and other items on the "Project Trinity" document referenced above, included any federal dollars; and if so, how much.

Attachment II

Instructions & Definitions

In responding to this document request, please apply the instructions and definitions set forth below.

Instructions

1. Produce a copy of all responsive documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, and representatives acting on your behalf. Also produce documents that you have a legal right to obtain, that you have a right to copy, or to which you have access, as well as documents that you have placed in the temporary possession, custody, or control of any third party.
2. If you know that any entity, organization, or individual denoted in this request has been, or is currently, known by any name other than that herein denoted, the request should be read also to include such alternative identification.
3. Produce each document sequentially date-stamped and in a form that renders the document capable of being copied.
4. Identify each item number in the Schedule to which each document is responsive.
5. Produce responsive documents together with copies of file labels, dividers or identifying markers with which they were associated when this request was issued.
6. Produce every responsive document even if another person or entity also possesses a non-identical or identical copy of the same document.
7. If any of the requested information is stored in machine-readable or electronic form (such as on a computer server, hard drive, CD, DVD, memory stick, or computer backup tape), you should consult with Committee counsel to determine the appropriate format in which to produce the information.
8. If any document responsive to this request was, but no longer is, in your possession, custody, or control, to the best that you are able, identify the document (stating its date, author, subject and recipients) and explain the circumstances by which the document ceased to be in your possession, custody, or control.
9. This request is continuing in nature and applies to any newly-discovered information. Any record, document, compilation of data, or information not produced because it has not been located or discovered by the return date should be produced immediately upon location or discovery subsequent thereto.

Definitions

1. The term “document” means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, working papers, records, notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, interoffice and intra-office communications, electronic mail (e-mail), contracts, cables, notations of any type of conversation, telephone calls, meetings or other communications, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto), and graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, voicemails, microfiche, microfilm, videotape, recordings and motion pictures), and electronic and mechanical records or representations of any kind (including, without limitation, tapes, cassettes, disks, computer server files, computer hard drive files, CDs, DVDs memory sticks, and recordings) and other written, printed typed, or other graphic or recorded matter of any kind of nature, however or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft of non-identical copy is a separate document within the meaning of this term.
2. The term “related,” with respect to any given subject, means anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner whatsoever pertinent, to that subject.
3. The terms “you” or “your” refer to the entity to which the request is addressed, to the custodian of documents for the entity, or both, as the context most broadly construed allows or requires.
4. The terms “and” and “or” shall be construed broadly and either conjunctively or disjunctively to bring within the scope of this request any information which might otherwise be construed to be outside its scope. The singular includes plural number, and vice versa. The masculine includes the feminine and neuter genders.
5. The term “communication” means each manner or means of disclosure or exchange of information, regardless of the method used, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, telexes, discussions, releases, personal delivery, or otherwise.

From: Josh Helton [mailto:Josh.Helton@tn.gov]
Sent: Friday, January 31, 2014 3:46 PM
To: Leath, Alex B.
Cc: 'Lubar, Greg (US)'
Subject: RE: Initial Draft of Project Trinity Memorandum of Understanding

Alex and Greg,

Thanks for the email and the first draft of the MOU. Our legal team, as well as Will Alexander and myself, are reviewing. Let's get something scheduled for next week to walk through the document. Also, to your point about the numbers highlighted in the draft – the markup we send back to you will have those numbers completely removed. As we have communicated with Wolfsburg, our incentive offer dated August 23, 2013 is no longer applicable or relevant.

We look forward to speaking with you next week.

Von: Bill Hagerty [mailto:Bill.Hagerty@tn.gov]

Gesendet: Freitag, 31. Januar 2014 16:50

An: Spathelf, Christof, Dr. (K-PP)

Betreff:

Dear Christof,

Thank you for your continued efforts to arrange the face-to-face meeting that we discussed. As I mentioned during our call during the week of January 10, five months have passed and a number of circumstances have changed or occurred since we delivered the August 23rd materials. The August 2013 incentive summary does not account for these changes and is no longer relevant. We look forward to both your response on the face to face meeting, at which will we would convey much of this message, and to renewing our dialogue and determining the appropriate level and terms of State support for this important project. Josh has been in contact with the lawyers from Bradley Arant this week and they should be moving forward. Best regards, Bill



Phil Williams <pwilliams@jrn.com>

Request for On-Camera Interview/Comment

Clint Brewer <Clint.Brewer@tn.gov>

Thu, Apr 24, 2014 at 2:42 PM

To: "pwilliams@newschannel5.com" <pwilliams@newschannel5.com>, Dave Smith <Dave.Smith@tn.gov>

Phil,

Here is our statement in response to your statements below. Please confirm that you have received it. I apologize for the late hour. - CB

The draft Memorandum of Understanding (MOU) document referenced in the emails you provided was not an effort by Volkswagen to "close the deal" on the August 23, 2013 incentive offer. That is inaccurate, and either your source has misrepresented the meaning and context of these documents or you are choosing to do so.

An attorney for the company contacted the department on January 27, 2014 at the request of his client, Volkswagen, to move forward with creating the legal language for a draft MOU. The attorney said the company wanted to work on a draft MOU in the interest of saving time should an economic incentive package get worked out between Volkswagen and the state.

The attorney told the department he was not authorized to talk about the incentive package outlined in the August 23 offer, only the legal language for a draft MOU. The draft MOU was not a commitment by Volkswagen to locate their new project in Tennessee nor was it an acceptance of the August 23, 2013 incentive offer according to the company's own law firm.

Clint Brewer Assistant Commissioner for Communications and Marketing

Tennessee Department of Economic and Community Development

312 Rosa L. Parks Ave., 26th Floor, Nashville, TN 37243

c. (615) [REDACTED] p. (615) 532-8880

clint.brewer@tn.govtn.gov/e cdTNECD.com

State of the Year - Business Facilities

Josh Helton

From: Josh Helton
Sent: Friday, January 31, 2014 3:46 PM
To: 'Leath, Alex B.'
Cc: 'Lubar, Greg (US)'
Subject: RE: Initial Draft of Project Trinity Memorandum of Understanding

Alex and Greg,

Thanks for the email and the first draft of the MOU. Our legal team, as well as Will Alexander and myself, are reviewing. Let's get something scheduled for next week to walk through the document. Also, to your point about the numbers highlighted in the draft – the markup we send back to you will have those numbers completely removed. As we have communicated with Wolfsburg, our incentive offer dated August 23, 2013 is no longer applicable or relevant.

We look forward to speaking with you next week.

From: Leath, Alex B. [<mailto:aleath@babco.com>]
Sent: Monday, January 27, 2014 4:06 PM
To: Josh Helton
Cc: 'Lubar, Greg (US)'
Subject: Initial Draft of Project Trinity Memorandum of Understanding

Josh -

Based on the most recent conversations directly between VW and Commissioner Hagerty's office, it is my understanding that the parties have agreed that in an effort to advance the deal with Tennessee, my firm has been instructed to prepared the attached MOU. As you are aware, VW will be presenting multiple location solutions that can accommodate the production of the new B-SUV to its Board of Directors. These options include an expansion at the Chattanooga plant as well as alternative sites outside of Tennessee. While we understand that there are some "non-deal" issues that are causing a delay in the TN solution, VW has been successful in reaching agreement on terms at the alternative locations.

With the assumption that at some point in the near term the parties will be able to determine if there is an agreeable business solution regarding the economic incentives, in an effort to save time, we would like to begin discussing the attached document with you and your team to work through any and all issues that relate to the document. We have drafted the document showing those economic incentives that VW had proposed several months ago, and which VW is prepared to present to its Board of Directors. I am not authorized to talk about the

“numbers” highlighted in the attached draft. I am authorized to discuss the language in the draft. I hope you will see that, wherever possible, we sought to use language from the Hankook Tire agreement. We hope that using language that the Haslam administration has already agreed to will facilitate our reaching an agreement more quickly.

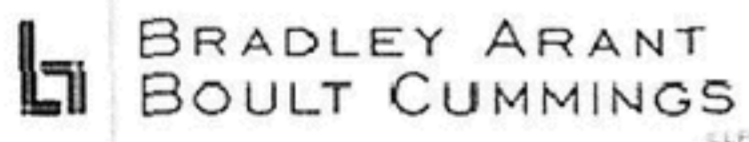
As we move forward with the process, our team will be led by myself for all legal matters and Greg Lubar at Jones Lang LaSalle for all business matters. Greg and I will work together with you and your team to complete any negotiations with regard to the attached document. We will be supported by VW team members as needed. We are happy to get on the phone with you immediately to go over any questions or issues that you may have. Should a face to face meeting be necessary, please let us know your availability and will work our schedules to find a convenient time for all of us to get together.

On behalf of my firm and the entire VW project team, we look forward to working with you to reach agreement on the attached document and being able to present the Chattanooga site to the VW Board of Directors as a viable alternative for the production of the new product.

I look forward to speaking with you soon.

Regards,

Alex



Alex B. Leath
Partner

Phone 205-521-8899
Cell 205-██████████
Fax 205-488-6899
Email aleath@babbc.com

Dave Smith

From: Clint Brewer
Sent: Monday, March 31, 2014 2:13 PM
To: Dave Smith
Subject: Re: Response Draft II

This version is good to go. Are we sending it to him and attributing it to a department spokesperson?

Clint Brewer Assistant Commissioner for Communications and Marketing

Tennessee Department of Economic and Community Development

312 Rosa L. Parks Ave., 26th Floor, Nashville, TN 37243

c. (615) [REDACTED] p. (615) 532-8880

clint.brewer@tn.gov

tn.gov/e cd

TNECD.com

State of the Year - Business Facilities

From: Dave Smith <Dave.Smith@tn.gov>
Date: Monday, March 31, 2014 1:58 PM
To: Clint Brewer <clint.brewer@tn.gov>
Subject: RE: Response Draft II

Sounds good.

David Smith
(615) [REDACTED]
Twitter: @DSmith_BHMedia

From: Clint Brewer
Sent: Monday, March 31, 2014 1:57 PM
To: Dave Smith
Subject: Re: Response Draft II

I am OK with it. Let me see how he feels about it.

Clint Brewer Assistant Commissioner for Communications and Marketing

Tennessee Department of Economic and Community Development

312 Rosa L. Parks Ave., 26th Floor, Nashville, TN 37243

c. (615) [REDACTED] p. (615) 532-8880

clint.brewer@tn.gov

tn.gov/eecd

TNECD.com

State of the Year - *Business Facilities*

From: Dave Smith <Dave.Smith@tn.gov>

Date: Monday, March 31, 2014 1:55 PM

To: Clint Brewer <clint.brewer@tn.gov>

Subject: RE: Response Draft II

How does this strike you:

The language in the incentive offer addresses concerns we had at the time about process. In August 2013, it was unclear whether a works council was possible under U.S. law. The offer did not preclude the creation of a works council or union representation as a condition for the incentives.

In addition, the state's incentive offer was withdrawn in January in advance of a union vote at Volkswagen even being announced. Due to the importance of the Volkswagen project, the state kept its incentive offer on the table for almost two months longer than the standard 90 days.

The administration has been consistent in saying that the state has a vested interest in the VW plant in Chattanooga. First, it has a significant financial investment in the facility. We have also heard from VW that to grow in Chattanooga, the company needs support from the state when it comes to addressing labor costs and in building a more robust supplier network.

David Smith

(615) [REDACTED]

Twitter: @DSmith_BHMedia

From: Clint Brewer

Sent: Monday, March 31, 2014 1:51 PM

To: Dave Smith
Subject: Response Draft II

Dave,

I met with the Commissioner on this about 30 minutes ago. He is committed to the approach we take in our initial proposed response and believes the offer sheet language needs to be explained.

I have cut it down some and appended some of your language as an optional third paragraph which I think works.

If the below proposed response is not acceptable, Commissioner Hagerty would like to either meet or have a conference call with you and Alexia in time to work out a response to Phil.

Thanks - CB

Proposed Statement:

When the state made its incentive offer in August 2013, it was unclear whether a works council was possible under U.S. law. During that same time period, some Volkswagen workers complained they were misled into signing union cards. The language in the incentive offer addresses concerns we had at the time about process. The offer did not preclude the creation of a works council or union representation as a condition for the incentives.

In addition, the state's incentive offer was withdrawn in January in advance of a union vote at Volkswagen even being announced. Due to the importance of the Volkswagen project, the state kept its incentive offer on the table for almost two months longer than the standard 90 days.

(Optional...) The administration has been consistent in saying that the state has a vested interest in the VW plant in Chattanooga. First, it has a significant financial investment in the facility. We have also heard from VW that to grow in Chattanooga, the company needs support from the state when it comes to addressing labor costs and in building a more robust supplier network.

Clint Brewer Assistant Commissioner for Communications and Marketing
Tennessee Department of Economic and Community Development
312 Rosa L. Parks Ave., 26th Floor, Nashville, TN 37243
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TNECD.com

State of the Year - Business Facilities

Dave Smith

From: Alexia Poe
Sent: Monday, March 31, 2014 2:49 PM
To: Dave Smith
Subject: RE: this is what we've settled on

Like it

Alexia Poe
Director of Communications
Governor Bill Haslam
615-741-3763 office
Alexia.Poe@tn.gov

From: Dave Smith
Sent: Monday, March 31, 2014 2:17 PM
To: Alexia Poe
Subject: this is what we've settled on

OK?

The language in the incentive offer addresses concerns we had at the time about process. In August 2013, it was unclear whether a works council was possible under U.S. law. The offer did not preclude the creation of a works council or union representation as a condition for the incentives.

In addition, the state's incentive offer was withdrawn in January in advance of a union vote at Volkswagen even being announced. Due to the importance of the Volkswagen project, the state kept its incentive offer on the table for almost two months longer than the standard 90 days.

The administration has been consistent in saying that the state has a vested interest in the VW plant in Chattanooga. First, it has a significant financial investment in the facility. We have also heard from VW that to grow in Chattanooga, the company needs support from the state when it comes to addressing labor costs and in building a more robust supplier network.

David Smith
Press Secretary
[Tennessee Gov. Bill Haslam](http://www.tn.gov)
(o) 615.741.3763
(f) 615.741.1416
Twitter: @DSmith_BHMedia

Alexia Poe

From: Alexia Poe
Sent: Tuesday, April 01, 2014 10:01 AM
To: Dave Smith; Laura Herzog
Subject: Clarification VW

The administration has not "repeatedly denied" anything. We've been consistent in explaining throughout the process where we've been.

1. The administration has been very clear about the state's interest in VW's Chattanooga facility. Tennessee has a significant financial investment in the plant, and in working with the company on a possible expansion, they've asked us to work with them on lowering labor costs and recruiting a robust supplier network. During this process, we've heard concerns from suppliers and other companies about unionization, and we have talked about all of those things publicly.
2. We never have made any different financial offer – for more or less - based on whether the company unionized or not.
3. The satisfactory solution verbiage in the letter was a repeat of what we've said publicly, the outcome matters/mattered to the state.

In response to questions about withdrawing the letter (in addition to explaining the timeline): "We also asked to talk to/meet with someone with the authority to meet speak for the company at that time, and they weren't prepared to do that."

Thanks,
Alexia

Alexia Poe
Director of Communications
Governor Bill Haslam
615-741-3763 office
Alexia.Poe@tn.gov

Dave Smith

From: Sisk, Charles (Chas) <csisk@tennessean.com>
Sent: Wednesday, April 02, 2014 4:26 PM
To: Dave Smith
Subject: RE: lede on VW web post

We're going to change the lede to say "the outcome of the company's labor talks" or something very similar.

From: Dave Smith [mailto:Dave.Smith@tn.gov]
Sent: Wednesday, April 02, 2014 4:06 PM
To: Sisk, Charles (Chas)
Subject: RE: lede on VW web post

He specifically said that the incentives weren't tied to the vote.

David Smith
(615) [REDACTED]
Twitter: @DSmith_BHMedia

From: Sisk, Charles (Chas) [mailto:csisk@tennessean.com]
Sent: Wednesday, April 02, 2014 3:47 PM
To: Dave Smith
Subject: RE: lede on VW web post

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. - OIR-Security***

I disagree. He said the incentives were "contingent upon the satisfactory conclusion of talks about the work council." It may not have been an ultimatum/threat, but there was a link between the incentives and the vote.

--CS

From: Dave Smith [mailto:Dave.Smith@tn.gov]
Sent: Wednesday, April 02, 2014 3:41 PM
To: Sisk, Charles (Chas)
Subject: lede on VW web post

Hey Chas - your lede on your web post re: the governor's comments today about VW needs to be reworded because it's contradicted by the 2nd graf. Incentives weren't tied to the outcome of the vote.

David Smith
Press Secretary
Tennessee Gov. Bill Haslam
(o) 615.741.3763
(f) 615.741.1416
Twitter: @DSmith_BHMedia

Dave Smith

From: Dave Smith
Sent: Friday, April 04, 2014 2:32 PM
To: 'Resnikoff, Ned (NBCUniversal)'
Subject: RE: msnbc.com -- Question about Volkswagen tax incentives

the outcome of the works council discussions.

David Smith
(615) [REDACTED]
Twitter: @DSmith_BHMedia

From: Resnikoff, Ned (NBCUniversal) [<mailto:Ned.Resnikoff@nbcuni.com>]
Sent: Friday, April 04, 2014 2:25 PM
To: Dave Smith
Subject: RE: msnbc.com -- Question about Volkswagen tax incentives

Just to clarify point 3: The outcome of the union election?

From: Dave Smith [<mailto:Dave.Smith@tn.gov>]
Sent: Friday, April 04, 2014 3:20 PM
To: Resnikoff, Ned (NBCUniversal)
Subject: RE: msnbc.com -- Question about Volkswagen tax incentives

Yes on authenticity, and no, absolutely not. I want to be sure you have accurate information for your story.

1. Throughout this process, the governor has been consistent and very clear about the state's interest in VW's Chattanooga facility. Tennessee has a significant financial investment in the plant, and in working with the company on a possible expansion, they've asked us to work with them on lowering labor costs and recruiting a robust supplier network. During that process, we heard concerns from suppliers and other companies about possible unionization at VW, and the governor has talked about all of those things publicly.
2. A different financial offer – for more or less – was never made based on whether the company unionized or not. It is important to note that the state of Tennessee has incentivized unionized companies before.
3. The “satisfactory” verbiage in the letter was a repeat of what we've said publicly: the outcome matters to the state.

Thanks,
Dave

David Smith
(615) [REDACTED]
Twitter: @DSmith_BHMedia

From: Resnikoff, Ned (NBCUniversal) [<mailto:Ned.Resnikoff@nbcuni.com>]
Sent: Friday, April 04, 2014 12:17 PM

To: Dave Smith

Subject: msnbc.com -- Question about Volkswagen tax incentives

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. - OIR-Security***

Hi Dave,

Are the documents News Channel 5 reported on this week authentic? If so, do they contradict prior statements made by the governor about potential incentives for Volkswagen?

Thank you,

Ned Resnikoff

Reporter, msnbc.com

ned.resnikoff@nbcuni.com

Alexia Poe

From: Clint Brewer
Sent: Friday, April 04, 2014 1:49 PM
To: Alexia Poe
Cc: Clint Brewer; Dave Smith
Subject: Re: Important Question for New York Times Story

On a regional day in morristown. Will call in moment.

Sent from my iPhone

On Apr 4, 2014, at 2:43 PM, "Alexia Poe" <Alexia.Poe@tn.gov> wrote:

Just tried to give you a call. At my desk 253-7746.

Alexia Poe
Director of Communications
Governor Bill Haslam
615-741-3763 office
Alexia.Poe@tn.gov

From: Clint Brewer
Sent: Friday, April 04, 2014 1:41 PM
To: Alexia Poe
Cc: Clint Brewer; Dave Smith
Subject: Re: Important Question for New York Times Story

So, to be clear, you want the statement below to serve as the state's response. I am not to give him an interview.

Sent from my iPhone

On Apr 4, 2014, at 2:38 PM, "Alexia Poe" <Alexia.Poe@tn.gov> wrote:

He requested an interview with the Governor today – since that's not able to happen, I'm sending him this response, fyi

We're unable to make a call work today with the Governor but want to be sure you have accurate information for your story.

1. Throughout this process, the governor has been consistent and very clear about the state's interest in VW's Chattanooga facility. Tennessee has a significant financial investment in the plant, and in working with the company on a possible expansion, they've asked us to work with them on lowering labor costs and recruiting a robust supplier network. During that process, we heard concerns from suppliers and other companies about possible unionization at VW, and the governor has talked about all of those things publicly.
2. A different financial offer – for more or less – was never made based on whether the company unionized or not. It is important to note that the state of Tennessee has incentivized unionized companies before.

3. The "satisfactory solution" verbiage in the letter was a repeat of what we've said publicly, the outcome matters to the state.

On the matter of elected officials commenting publicly, the president also weighed in, so those comments are also an issue.

Alexia Poe
Director of Communications
Governor Bill Haslam
615-741-3763 office
Alexia.Poe@tn.gov

From: Clint Brewer
Sent: Friday, April 04, 2014 1:33 PM
To: Alexia Poe
Cc: Dave Smith
Subject: Fwd: Important Question for New York Times Story

Do you guys want me to do this? I read the Governors comments from the last avail and I think I understand the talking points.

CB

Sent from my iPhone

Begin forwarded message:

From: "Greenhouse, Steve" <stgree@nytimes.com>
Date: April 4, 2014, 2:18:15 PM EDT
To: <Clint.Brewer@tn.gov>
Subject: Important Question for New York Times Story

Clint,

I'm a reporter with The New York Times, and I've been assigned a story for tonight's newspaper about the UAW's effort to get the NLRB to order a new election at the Volkswagen plant in Chattanooga.

For my story, my editors have asked me to discuss the documents that New Channel 5 uncovered in which the Governor may or may not have made nearly \$300 million in proposed subsidies contingent on the VW plant remaining non-union.

Clint, I'd love to talk with you for a few minutes this afternoon because I'd appreciate hearing your and your department's view on this.

Could you please call me this afternoon at [REDACTED].

Thanks very much. I appreciate your help on this.

Best,

Steve Greenhouse

Alexia Poe

From: Alexia Poe
Sent: Friday, April 04, 2014 2:18 PM
To: 'Greenhouse, Steve'
Cc: Dave Smith
Subject: RE: Info for you

Attributing it to me is fine.
Thanks Steve.
Alexia

Alexia Poe
Director of Communications
Governor Bill Haslam
615-741-3763 office
Alexia.Poe@tn.gov

From: Greenhouse, Steve [<mailto:stgree@nytimes.com>]
Sent: Friday, April 04, 2014 2:17 PM
To: Alexia Poe
Cc: Dave Smith
Subject: Re: Info fory ou

Silly me. I should have asked -- to whom do I attribute this statement? Can I quote you by name, Alexia, when I quote from this? Thanks

On Fri, Apr 4, 2014 at 3:06 PM, Greenhouse, Steve <stgree@nytimes.com> wrote:
Alexia and Dave,

Thanks very much. Greatly appreciate it.

Best,

Steve

On Fri, Apr 4, 2014 at 3:04 PM, Alexia Poe <Alexia.Poe@tn.gov> wrote:

Steve,

We're unable to make a call work today with the Governor. However, want to be sure you have accurate information for your story.

1. Throughout this process, the governor has been consistent and very clear about the state's interest in VW's Chattanooga facility. Tennessee has a significant financial investment in the plant, and in working with the company on a possible expansion, they've asked us to work with them on lowering labor costs and recruiting a robust supplier network. During that process, we heard concerns from suppliers and other companies about possible unionization at VW, and the governor has talked about all of those things publicly.

2. A different financial offer – for more or less – was never made based on whether the company unionized or not. It is important to note that the state of Tennessee has incentivized unionized companies before.

3. The “satisfactory solution” verbiage in the letter was a repeat of what we’ve said publicly, the outcome matters to the state.

On the matter of elected officials commenting publicly, the president also weighed in, so those comments would also be an issue.

Thanks,

Alexia

Alexia Poe

Director of Communications

Governor Bill Haslam

615-741-3763 office

Alexia.Poe@tn.gov

Alexia Poe

From: Alexia Poe
Sent: Saturday, April 05, 2014 12:27 PM
To: Bill Haslam
Subject: Re: NY Times article

Agree - better than I was expecting.

Sent from my iPhone

On Apr 5, 2014, at 12:14 PM, "Bill Haslam" <[REDACTED]> wrote:

Seems ok

Sent from my iPhone

On Apr 5, 2014, at 10:04 AM, "Alexia Poe" <Alexia.Poe@tn.gov> wrote:

In Bid for Revote, Union Claims Tennessee Officials Frightened Workers



A Volkswagen plant in Chattanooga. Volkswagen, unlike most American companies, said publicly that it did not oppose unionization. VW workers voted 712-626 against the union.

ERIK S. LESSER / EUROPEAN PRESSPHOTO AGENCY

By STEVEN GREENHOUSE
April 4, 2014

The United Automobile Workers has seized on leaked documents from Gov. Bill Haslam of Tennessee in its efforts to persuade the National Labor Relations Board to order a new unionization election at the Volkswagen plant in Chattanooga.

The union, which lost a vote in February, plans to argue in a hearing later this month that Mr. Haslam and Senator Bob Corker of Tennessee, both Republicans, frightened VW workers at the plant with anti-union statements that made a fair vote impossible. The board's director for the region that includes much of the Southeast has set the hearing for April 21.

In the documents, revealed earlier this week, Mr. Haslam proposed nearly \$300 million in incentives to help the VW plant add a second production line, contingent on the unionization effort's "being concluded to the satisfaction of the state." The documents, including the outlined incentives, were made public Monday by WTVF, a Nashville television station.

Bob King, the U.A.W.'s president, said in an interview on Friday that the documents showed that Mr. Haslam was improperly trying to pressure VW to oppose unionization and was signaling to workers that their plant would not obtain the subsidies needed to expand if they voted to join the union.



Gov. Bill Haslam of Tennessee responds to the revelation that the state tied \$300 million in incentives to keeping the U.A.W. out of a Volkswagen plant in Chattanooga.

ERIK SCHELZIG / ASSOCIATED PRESS

The VW workers voted 712-626 against the union. Volkswagen, unlike most American companies, said publicly that it did not oppose unionization. And its officials indicated that they believed unionization would help the company establish a German-style works council made up of workers and management. If the U.A.W. succeeds at the Volkswagen plant, it will be the first time a foreign-owned company plant in the South has been unionized.

Mr. Haslam's office argued this week that the U.A.W. was exaggerating the importance of the leaked documents. In a statement issued on Friday, Alexia Poe, the governor's communications director, said: "Tennessee has a significant financial investment in the plant, and in working with the company on a possible expansion, they've asked us to work with them on lowering labor costs and recruiting a robust supplier network. During that process, we heard concerns from suppliers and other companies about possible unionization at VW, and the governor has talked about all of those things publicly." Mr. King also criticized Mr. Corker for issuing a statement saying that unnamed officials had assured him that Volkswagen would add a second production line if the workers voted against the union.

"These officials have the right to say unions are good or bad, but they don't have a right to involve \$300 million of taxpayers' money to influence the outcome of an election, and they don't have the right to promise production based on the outcome of an election," Mr. King said.

Samuel Estreicher, a labor law professor at New York University, said that since the General Shoe decision in 1948, the labor board has ordered new unionization votes to be held "when laboratory conditions have been undermined — and it doesn't necessarily have to be through actions of the employer."

Mr. Haslam, Mr. Corker and other officials helped arrange \$577 million in federal, state and local subsidies and tax breaks for the three-year-old plant.

Ms. Poe, the governor's communications director, said that "satisfactory solution," the term used in the letter, "was a repeat of what we've said publicly — the outcome matters to the state."

In an interview on Friday, Mr. Corker criticized the U.A.W. for seeking a new vote, saying, "It was unfortunate that they haven't honored what the great workers in this plant decided."

He made clear that he would be unhappy if the N.L.R.B. ordered a new election. "I can't imagine that a United States senator making a statement of fact as he knew it to be, I can't imagine how anyone could perceive that as poisoning the atmosphere," he said.

"Do they really want to shut down free speech by public officials? I don't think so," he added.

Mr. King said: "I support his free-speech rights, but he doesn't have the right as a senator to go into a crowded theater to yell 'Fire.' His free-speech rights don't

allow him to threaten workers or promise benefits to workers if they vote a certain way.”

William B. Gould IV, an N.L.R.B. chairman under President Bill Clinton and a onetime lawyer for the U.A.W., said, “There is this longstanding tension between the First Amendment and the fact that the law prohibits certain types of threats and promises.” He referred to a 2011 case in which the labor board’s general counsel enraged politicians across the South by accusing Boeing of illegally retaliating against unionized workers in Washington State by opening a production line in South Carolina. This could make the Boeing case “look like small potatoes,” he said.

Julius G. Getman, a labor law professor at the University of Texas, warned of possible repercussions: “When you start telling politicians what they can or cannot say, it becomes a firestorm.”

But if the N.L.R.B.’s regional director balked at ordering a new election because it might be too controversial, Mr. Gould said, “then other anti-union politicians will feel they have carte blanche to do and say whatever they want to oppose unions.”

Sent from my iPhone