

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WALTER THOMPSON,

Plaintiff,

Case No. 17-cv-13739

Hon. Matthew F. Leitman

v.

GENERAL LINEN SUPPLY CO., *et al.*,

Defendants.

**ORDER DIRECTING DEFENDANT GENERAL LINEN
SUPPLY CO. TO CLARIFY OR SUPPLEMENT RECORD**

In this action, Plaintiff Walter Thompson asserts claims against his former employer, Defendant General Linen Supply Co. (“General Linen”), and his former union, Unite-Here Local No. 129 (the “Union”). Thompson asserts, among other claims, that General Linen breached the collective bargaining agreement (“CBA”) between General Linen and the Union by (1) terminating him without following the CBA’s procedures and (2) failing to pay him the CBA’s rate as a maintenance worker. (*See* Am. Compl., ECF #6.)

On April 30, 2018, General Linen filed a second motion to dismiss some of Thompson’s claims (including the CBA breach claims). (*See* Mot. to Dismiss, ECF #9.) General Linen attached to its motion what it claims is the relevant CBA and a number of amendments. (*See* CBA, ECF #9-2; Amendments, ECF #9-3.) General

Linen asserts that the attached CBA “has remained in effect to date, and has only been amended as set forth in [General Linen's attached amendments].” (Mot. to Dismiss, ECF #9 at Pg. ID 277.)

The Court is having difficulty determining whether the attached CBA was in effect during the relevant time periods. Thompson was allegedly promoted to maintenance worker sometime in 2015 (*see* Am. Compl. at ¶12, ECF #6 at Pg. ID 207), and he was terminated in 2016. (*See id.* at ¶¶ 40-45, Pg. ID 205-10). By its terms, the attached CBA was in force from July 3, 2009 through July 2, 2012, with the option that it could be extended for one year. (*See* CBA at Art. 17, ECF #9-2 at Pg. ID 327.) None of the amendments or other documents filed by General Linen, however, appear to extend the term of the attached CBA into the relevant 2015-2016 time period.

Accordingly, **IT IS HEREBY ORDERED THAT**, by not later than **July 31, 2018**, General Linen shall either (1) file a supplemental brief (a) identifying the evidence in the record that the attached CBA was in effect during the relevant 2015-2016 time period or (b) otherwise explaining the basis of its assertion that the attached CBA was in effect at that time, or (2) file the CBA in effect during the relevant 2015-2016 time period.

Dated: July 25, 2018

s/Matthew F. Leitman
MATTHEW F. LEITMAN
UNITED STATES DISTRICT JUDGE

I hereby certify that a copy of the foregoing document was served upon the parties and/or counsel of record on July 25, 2018, by electronic means and/or ordinary mail.

s/Holly A. Monda _____
Case Manager
(810) 341-9764