

**UNITED STATES DISTRICT COURT**

**DISTRICT OF MAINE**

**PETER RAND, et al.,** )  
 )  
 **Plaintiffs** )  
 )  
 v. ) **Civil No. 99-227-P-C**  
 )  
 **BATH IRON WORKS** )  
 **CORPORATION,** )  
 )  
 **Defendant** )

**RECOMMENDED DECISION ON DEFENDANT’S  
MOTION FOR JUDGMENT ON THE PLEADINGS**

Bath Iron Works Corporation (“BIW”), having removed the instant case from the Maine Superior Court (Androscoggin County), now moves pursuant to Fed. R. Civ. P. 12(c) for judgment on the pleadings as to all claims against it on the ground of preemption pursuant to section 301 of the Labor Management Relations Act of 1947 (the “LMRA”). Defendant Bath Iron Works Corporation’s Memorandum of Law in Support of Its Motion for Judgment on the Pleadings (“Defendant’s Motion”) (Docket No. 42) at 1-2<sup>1</sup>; *see also* Notice of Removal (Docket No. 1); Amended Complaint (“Complaint”) (Docket No. 1A). For the reasons that follow, I recommend that the Defendant’s Motion be denied.<sup>2</sup>

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<sup>1</sup> Although titled a “memorandum,” the document in issue is docketed as, and was clearly intended to be, a motion with incorporated memorandum of law. A supplemental memorandum filed by BIW in support of the instant motion was withdrawn without prejudice and hence has not been taken into consideration. *See* Bath Iron Works’ Supplement to Motion for Judgment on the Pleadings Based on Plaintiffs’ New Admissions of Facts (Docket No. 53); Joint Stipulation of the Parties Regarding Discovery Matters (Docket No. 64) ¶ 3.

<sup>2</sup> The plaintiffs also move for a hearing on the instant motion. *See* Docket No. 50. Inasmuch as the parties’ papers provide a sufficient basis on which to decide the motion, the request is denied.

*(continued on next page)*

## I. Applicable Legal Standard

A motion for judgment on the pleadings is governed by Fed. R. Civ. P. 12(c). The First Circuit has articulated the applicable standard for evaluating such a motion as follows:

[B]ecause rendition of judgment in such an abrupt fashion represents an extremely early assessment of the merits of the case, the trial court must accept all of the nonmovant's well-pleaded factual averments as true and draw all reasonable inferences in [its] favor. . . . [T]he court may not grant a defendant's Rule 12(c) motion "unless it appears beyond doubt that the plaintiff can prove no set of facts in support of [its] claim which would entitle [it] to relief."

*Rivera-Gomez v. de Castro*, 843 F.2d 631, 635 (1st Cir. 1988) (citations omitted). *See also Lovell v. One Bancorp*, 690 F. Supp. 1090, 1096 (D. Me. 1988) (on motion for judgment on pleadings, factual allegations in complaint must be taken as true and legal claims assessed in light most favorable to plaintiff; judgment warranted only if there are no genuine issues of material fact and moving party establishes that it is entitled to judgment as matter of law).

When a party seeking judgment on the pleadings submits materials in addition to the pleadings, it is within the court's discretion whether to consider those materials, thereby transforming the motion into one for summary judgment by operation of Fed. R. Civ. P. 12(c). *Snyder v. Talbot*, 836 F. Supp. 19, 21 n.3 (D. Me. 1993) (motion to dismiss under Rule 12(b)(6); language in rule concerning conversion to summary judgment identical); *see also Collier v. City of Chicopee*, 158 F.3d 601, 602-03 (1st Cir. 1998). The court may choose to ignore the supplementary materials and determine the motion under Rule 12. *Garita Hotel Ltd. Partnership v. Ponce Fed. Bank, F.S.B.*, 958 F.2d 15, 18-19 (1st Cir. 1992). In this case there is no issue of conversion, the parties having submitted no extraneous materials and BIW having specifically requested that no conversion take place. *See Defendants' Motion* at 1.

## II. Factual Context

The allegations of the Complaint, taken as true for purposes of the instant motion, establish the following:<sup>3</sup>

BIW operates a shipyard in the City of Bath, Maine, where it constructs ships for the United States Navy pursuant to contracts containing deadlines for completion of the phases of construction of each vessel. Complaint ¶ 6. Under its contracts, which require it to maintain staffing at certain levels, BIW is financially rewarded for meeting or exceeding its construction deadlines and penalized for failing to meet them. *Id.* ¶¶ 7-8.

In or about July and August 1995 BIW found that it needed to add at least one hundred skilled pipe fitters and electricians to its workforce, among other reasons, to meet or exceed contractual deadlines, to avoid penalties or earn rewards and to maintain sufficient staffing levels with respect to vessels then under construction. *Id.* ¶ 9. BIW decided to hire one hundred pipe fitters and electricians for a short period of time and to discharge them once the discrete phase of construction for which they were hired was completed. *Id.* ¶¶ 10-11. It made this decision for two reasons: (i) once the construction phase requiring the added manpower was finished, there would be no need to have the one hundred additional people on BIW's payroll, and (ii) BIW was in the process of being acquired by the acutely cost-conscious General Dynamics Corporation, and had determined that it could cut costs by shifting BIW employees from the maintenance department into the job slots then being added for pipe fitters and electricians, although it could not train them quickly enough to meet its immediate construction needs. *Id.* ¶¶ 12-14.

At this time, when BIW needed to hire employees it would advertise in newspapers and seek applicants through employment agencies. *Id.* ¶ 16. Prospective employees would be telephoned and

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<sup>3</sup> References in the Complaint to the "plaintiff class" are omitted inasmuch as the plaintiffs' motion for class certification was denied. (*continued on next page*)

scheduled for in-person job interviews and would also be required to pass physical medical examinations. *Id.* ¶ 17. These job interviews would be conducted by BIW management representatives and, because BIW is a “union shop” in which each employee is required to join a union, a representative of the relevant union at BIW would also generally be present and would participate in the interview. *Id.* ¶ 18.

During or about August and September 1995 BIW bought newspaper advertising space and contacted the Maine Job Service soliciting applications from skilled electricians and pipe fitters. *Id.* ¶¶ 19-20. However, BIW knew that if it revealed that the employment would last two to four months at the most, it would never be able to induce one hundred skilled tradespeople to give up their current employment and accept employment at BIW. *Id.* ¶ 21. BIW thus decided to withhold from all prospective new hires all knowledge that the contemplated employment was, or seriously risked being, short term. *Id.* ¶ 22. BIW also knew that merely withholding such knowledge would not be enough to accomplish its purposes. *Id.* ¶ 23. Questions about job duration were likely to arise during the interviews and, when they arose, unless the interviewers gave positive assurances as to job duration, BIW knew that it never would be able to induce the needed tradespeople to accept employment. *Id.* BIW supervisors therefore held meetings with the BIW employees who would be conducting the job interviews, discussed with them precisely what representations they would be authorized to make regarding job duration and instructed them to tell the interviewees that the positions for which they were interviewing were long term and that there was no risk they would be laid off in the near future. *Id.* ¶ 24.

Such representations were particularly necessary because of the status the new hires would have under the collective bargaining agreement (“CBA”) then covering these positions. *Id.* ¶ 25.

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*See* Memorandum of Decision and Order (Docket No. 27).

Under that agreement, the new hires would not be covered by any “no layoff” clause, a fact that could not be concealed. *Id.* Hence, some further verbal assurances would have to be given as to job security. *Id.* BIW therefore instructed its interviewing agents, among other things, to say that (i) BIW had so much work scheduled at the yard at that moment that the new hires were assured of employment at least through 1997, when a new CBA would be signed; (ii) although the new hires would not be covered under the no-layoff clause of the then-current CBA, they “did not need to worry about that” because they definitely would be employed until the next CBA took effect and would be included in the no-layoff clause of that CBA; and (iii) in all likelihood they would be employed at the shipyard until at least the year 2000. *Id.* ¶ 26. In these interviews, BIW’s agents were also instructed to emphasize the heavy workload at the yard as a practical guarantee that there would be no layoffs. *Id.* ¶ 27. The prospective employees would never have left their existing employment and accepted the BIW jobs had they known the truth about the jobs’ duration. *Id.* ¶ 29. BIW carried this interviewing and hiring plan into effect, hiring more than one hundred pipe fitters and electricians in September and October 1995, including plaintiffs Peter Rand, Jeffrey Holt, Michael Lajoie, Clinton Mason, Gary Appleby and Adam Towers. *Id.* ¶¶ 30-31. BIW successfully concealed from all of the plaintiffs knowledge that the jobs in question would last four months at most or that there was a serious risk they would be short term, making the representations to the plaintiffs that they had been instructed to make. *Id.* ¶¶ 32-34, 45-47, 59-61, 73-76, 88-89, 101-03, 117-18. With respect to the fact that the plaintiffs were not covered under the no-layoff clause, BIW intended to make these representations to give those interviewed supplementary assurances of job security and thus convince them to accept the BIW employment. *Id.* ¶ 35. These assurances were of necessity, and were intended to be, additional to and separate from any and all contractual rights that employees at BIW enjoyed generally under the CBA then in force. *Id.* ¶ 36.

The plaintiffs left employment they had elsewhere or educational programs in which they then were enrolled, and/or made other significant changes in their lives to accept the employment offered by BIW. *Id.* ¶¶ 38, 48-49, 62-63, 77-78, 90-91, 104-06, 119-20. In February 1996, about four months after it hired them, BIW laid off all one hundred of the new employees, including the plaintiffs, with one day’s notice. *Id.* ¶¶ 39, 52, 66, 81, 93, 109, 124. Consistent with their status of not being covered by the no-layoff clause of the CBA, the plaintiffs had no collective bargaining rights available to them with respect to this discharge from employment. *Id.* ¶ 40. The loss of their jobs in these circumstances, and their reliance upon the misrepresentations made to them in leaving their former employment and educational programs, caused great damage to the plaintiffs. *Id.* ¶ 41. Following layoff from BIW, all of the plaintiffs found work that paid less and offered fewer benefits than the BIW jobs. *Id.* ¶¶ 53, 67, 82, 94-95, 111, 125.

### **III. Analysis**

As BIW points out, the majority of the plaintiffs in this action are not strangers to this court, having previously brought a separate action under the name “BIW Deceived” against the union arising from the same nucleus of operative facts. *See* Defendant’s Motion at 2 n.1; *BIW Deceived v. Local S6, Indus. Union of Marine & Shipbuilding Workers of Am.*, 132 F.3d 824 (1st Cir. 1997). In *BIW Deceived*, as here, the defendant had removed the case from state court on the basis of the existence of federal-question jurisdiction in that case, preemption of the plaintiffs’ state-law claims under both the LMRA and the National Labor Relations Act. *BIW Deceived*, 132 F.3d at 827. The First Circuit affirmed this court’s denial of the plaintiffs’ motion to remand in part on the ground that section 301 of the LMRA “arguably preempted” the plaintiffs’ negligence claim against the union, thus colorably presenting a federal question. *Id.* at 833.

However, in this case, the defendant is the company, not the union, and the issue is whether “it appears beyond doubt that the plaintiff[s] can prove no set of facts in support of [their] claim which would entitle [them] to relief,” *Rivera-Gomez*, 843 F.2d at 635 (citations and internal quotation marks omitted), not whether the plaintiffs’ claims “reveal[] a colorable federal question,” *BIW Deceived*, 132 F.3d at 832.

As the First Circuit observed in *BIW Deceived*, a state-law claim is preempted pursuant to section 301 of the LMRA “if the resolution of [that] claim depends upon the meaning of a collective-bargaining agreement.” *Id.* at 829 (citation and internal quotation marks omitted). “[A] state-law claim can depend upon the meaning of a collective bargaining agreement in either of two distinct ways: on the one hand, a claim can allege the violation of a duty that arises from the CBA itself, or, on the other hand, a claim can require a court to interpret a specific provision of the CBA.” *Id.*<sup>4</sup>

The plaintiffs in this case assert three substantive state-law claims against BIW, for fraud (Count I), negligent misrepresentation (Count II) and breach of contract (Count III), for which they seek relief that includes punitive damages (Count IV). Complaint ¶¶ 139-68. For purposes of LMRA-preemption analysis, BIW groups the fraud and negligent-misrepresentation claims together. Defendants’ Motion at 13-15.<sup>5</sup>

Under Maine law, a claim of fraudulent misrepresentation entails a showing:

(1) that [a party] made a false representation (2) of a material fact (3) with knowledge of its falsity or in reckless disregard of whether it is true or false (4) for the purpose of

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<sup>4</sup> The First Circuit in *BIW Deceived* found the plaintiffs’ negligence claim against the union at least “arguably preempted” inasmuch as “it is plausible (indeed, likely) that the CBA details the nature and limits of the Union’s participation in the interview process . . . . So viewed, the Union stands accused of violating a duty of care that flowed to it pursuant to the CBA, and the plaintiffs’ state-law negligence claim, when recharacterized, passes the colorability test.” *BIW Deceived*, 132 F.3d at 833.

<sup>5</sup> BIW argues as a threshold matter (without citation to authority) that the plaintiffs’ failure to contest the removal of this case to federal court, which was premised on LMRA preemption, should preclude them from opposing the instant motion. Defendant’s Motion at 4 n.4. I discern no basis for a finding of waiver or estoppel, particularly in view of the fact that, as the plaintiffs note, analysis concerning the existence of federal-question jurisdiction differs materially from that concerning whether a complaint should be dismissed pursuant to Rule 12(c). See Plaintiffs’ Memorandum of Law in Opposition to Defendant’s Motion for Judgment on the Pleadings (Corrected Copy) (“Plaintiffs’ Opposition”) (Docket No. 46) at 16-17.

inducing [another] to act in reliance upon it, and (5) [the other] justifiably relied upon the representation as true and acted upon it to [its] damage.

*Mariello v. Giguere*, 667 A.2d 588, 590 (Me. 1995) (citation and internal quotation marks omitted).

Each element must be proven by clear and convincing evidence — *i.e.*, “that the factfinder could reasonably have been persuaded that the required findings were proved reasonably have been persuaded that the required findings were proved to be highly probable.” *Id.* (citation and internal quotation marks omitted). Reliance is considered to be unjustified only “if the plaintiff knows the representation is false or its falsity is obvious to [it].” *Francis v. Stinson*, 760 A.2d 209, 217 (Me. 2000) (citation and internal quotation marks omitted).

With respect to a claim of negligent misrepresentation, the Law Court has adopted the formulation set forth in the Restatement (Second) of Torts:

One who, in the course of his business, profession or employment, or in any other transaction in which he has a pecuniary interest, supplies false information for the guidance of others in their business transactions, is subject to liability for pecuniary loss caused to them by their justifiable reliance upon the information, if he fails to exercise reasonable care or competence in obtaining or communicating the information.

*Chapman v. Rideout*, 568 A.2d 829, 830 (Me. 1990) (quoting Restatement (Second) of Torts § 552(1)).

BIW contends that the fraud and negligent-misrepresentation claims in this case “depend on” interpretation of the CBA, and accordingly are preempted, inasmuch as:

1. The plaintiffs rely on the no-layoff clause of the CBA to prove the falsity of the representations made and to provide a motive for those misrepresentations. Defendants’ Motion at 13-14.
2. Whether the plaintiffs’ reliance was justifiable turns on their knowledge of the no-layoff clause and its actual applicability to them. *Id.* at 14.

3. A showing of damage, which is essential to both the fraud and negligent-misrepresentation causes of action, cannot be made without examination and interpretation of detailed wage and benefit provisions of the CBA. *Id.* at 14-15.

4. Examination of provisions of the CBA relating to union participation in job interviews would be required. *Id.* at 15.

The plaintiffs debunk BIW's first two arguments by pointing out that the pleadings (including BIW's answer) reveal that there is no real disagreement whether the plaintiffs were covered by the no-layoff clause; BIW agrees with the plaintiffs that they were not. Plaintiffs' Opposition at 6-7; Answer of Defendant Bath Iron Works Corporation to Plaintiffs' Amended Complaint (Docket No. 26) ¶¶ 25, 148. Thus, while it no doubt would be necessary to refer to the clause, there is nothing for a court to "interpret." *See, e.g., Lydon v. Boston Sand & Gravel Co.*, 175 F.3d 6, 10 (1st Cir. 1999) ("[T]he bare fact that a collective-bargaining agreement will be consulted in the course of state-law litigation plainly does not require the claim to be extinguished") (citations and internal quotation marks omitted); *Martin v. Shaw's Supermarkets, Inc.*, 105 F.3d 40, 42 (1st Cir. 1997) ("Our premise is that this means a *real* interpretive dispute and not merely a pretended dispute. Indeed, the Supreme Court has said that the need merely to refer in passing to the [collective bargaining] agreement will not necessarily preempt.") (emphasis in original).

Turning to the third argument, the plaintiffs point out that they would be able to prove wages and benefits strictly via their own testimony. Plaintiffs' Opposition at 8. In any event, I find no indication of a *bona fide* dispute necessitating interpretation of applicable CBA wage and benefit provisions. Finally, as to the fourth argument, it is hardly clear from the face of the pleadings that CBA provisions regarding the role of the union in job interviews would need to be interpreted or, for that matter, even referenced. While the plaintiffs acknowledge that union representatives participated in

job interviews, *see* Complaint ¶ 18, they sue only BIW and refer consistently to alleged promises or misrepresentations made by persons acting as BIW’s “agents” or “representatives,” *see id.* ¶¶ 26-27 (BIW’s “agents” instructed as to job-duration representations); 46-47 (alleged misrepresentations made to Rand at job interview by “defendant’s representatives”); 59-61 (same re: Appleby); 73-76 (same re: Holt); 88-89 (same re: Lajoie); 101-03 (same re: Mason); 117-18 (same re: Towers).<sup>6</sup>

In short, BIW fails to establish entitlement to judgment on the pleadings on the basis of LMRA preemption of the plaintiffs’ fraud or negligent-misrepresentation causes of action.

Turning next to the plaintiffs’ claim for breach of contract, Maine law requires proof of “(1) breach of a material contract term; (2) causation; and (3) damages.” *Maine Energy Recovery Co. v. United Steel Structures, Inc.*, 724 A.2d 1248, 1250 (Me. 1999). “To establish a legally binding agreement the parties must have mutually assented to be bound by all its material terms; the assent must be manifested in the contract, either expressly or impliedly; and the contract must be sufficiently definite to enable the court to determine its exact meaning and fix exactly the legal liabilities of the parties.” *Searles v. Trustees of St. Joseph’s College*, 695 A.2d 1206, 1211 (citation and internal quotation marks omitted).

In BIW’s view, the contract cause of action is preempted pursuant to section 301 of the LMRA inasmuch as:

1. The plaintiffs allege that BIW breached terms of the CBA as well as the terms of separate oral representations. Defendants’ Motion at 15-16.
2. Determination of the existence and scope of the alleged oral contract would require interpretation of the no-layoff clause as well as wage and benefit provisions of the CBA

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<sup>6</sup> BIW points out that, in the earlier *BIW Deceived* litigation, the plaintiffs specifically identified the union as the source of the alleged representations. Defendants’ Motion at 2 n.1. In the context of this Rule 12(c) motion, only the allegations of the pleadings filed in the instant litigation are relevant.

particularly in view of the direct conflict between the CBA provisions and the alleged oral agreement. *Id.* at 16; Defendant Bath Iron Works Corporation’s Reply Memorandum of Law in Support of Its Motion for Judgment on the Pleadings (“Defendant’s Reply”) (Docket No. 47) at 4-5.

3. State-law claims based upon an alleged independent contract made while an employee was covered by a CBA have been held preempted by section 301. Defendant’s Motion at 17.

As to the first argument, BIW misconstrues the Complaint. Rather than asserting rights based on the CBA plus separate, additional rights, the plaintiffs merely assert the separate rights. *Compare* Defendant’s Motion at 4 (citing Complaint ¶¶ 36, 161 for proposition that plaintiffs allege BIW breached contract consisting of terms of CBA and additional oral representations) *with* Complaint ¶¶ 36, 161 (oral assurances were of necessity separate from and additional to CBA contractual rights). As to the second argument, BIW’s contentions concerning the need to interpret the no-layoff clause and wage and benefit provisions of the CBA are unpersuasive for the reasons discussed in the context of the plaintiffs’ tort-law claims.

As to the third point, cases relied on by BIW, Defendant’s Motion at 17, are distinguishable inasmuch as they concerned alleged misrepresentations made to existing employees on subject matters encompassed by a CBA at a time when the employees were subject to its coverage. *See Angst v. Mack Trucks, Inc.*, 969 F.2d 1530, 1536-37 (3d Cir. 1992); *Henderson v. Merck & Co.*, 998 F. Supp. 532, 538-39 (E.D. Pa. 1998). Thus, the plaintiffs’ claims emanated directly from a CBA and/or depended on interpretation of conflicting CBA terms. *Id.*<sup>7</sup> Nonetheless, I note that there is caselaw holding that, in circumstances nearly identical to those at bar, section 301 preempts an asserted oral

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<sup>7</sup> *Flibotte v. Pennsylvania Truck Lines, Inc.*, 131 F.3d 21 (1st Cir. 1997), which BIW cites in its reply memorandum, Defendant’s Reply at 5-7, likewise is distinguishable on this basis. Flibotte alleged negligence, negligent infliction of emotional distress and intentional infliction of emotional distress stemming from his discharge for failure to take a drug test. *Flibotte*, 131 F.3d at 23, 26. Both the duty to submit to the test and the consequences flowing from failure to do so were directly addressed in an applicable CBA, as a result of which Flibotte’s claims hinged on interpretation of those underlying CBA provisions. *Id.* at 27. The plaintiffs in this case (*continued on next page*)

contract conflicting with provisions of a CBA. *See, e.g., Aguilera v. Pirelli Armstrong Tire Corp.*, 223 F.3d 1010, 1015 (9th Cir. 2000) (“[W]e have consistently held state law based contract claims arising from alleged pre-employment misrepresentations to be preempted by § 301 when the employee is subsequently hired under a CBA.”); *Beals v. Kiewit Pacific Co.*, 114 F.3d 892, 894-95 (9th Cir. 1997) (alleged independent contract made during hiring process preempted under section 301 because superseded by CBA).

This view is not universally shared. *See, e.g., Berda v. CBS Inc.*, 881 F.2d 20, 25-28 (3d Cir. 1989) (noting split among circuit courts of appeals; finding no section 301 preemption of contract, tort claims premised on alleged oral representations made in process of hiring plaintiff for position covered by CBA); *Anderson v. Ford Motor Co.*, 803 F.2d 953, 957-59 (8th Cir. 1986) (finding no section 301 preemption of contract, tort claims premised on alleged oral representations made in process of hiring plaintiffs for position covered by CBA).

The latter line of cases is more consonant with First Circuit reasoning, which emphasizes the underlying section 301 purpose of ensuring uniformity of interpretation of collective-bargaining agreements. *See, e.g., Lydon*, 175 F.3d at 10 (“Mere parallelism between a state law claim and a federal contract claim does not necessarily require state court interpretation of the CBA that is, as long as the state claim can be resolved without construing the agreement itself, it is not preempted by Section 301.”) (citation omitted).

BIW posits that this is a classic case for section 301 preemption inasmuch as rights it has gained through collective bargaining are at risk of being rendered null and void by application of conflicting state law. Defendant’s Reply at 7. However, inasmuch as appears from the pleadings, the state-law claims in issue are neither grounded on a CBA nor require interpretation of CBA terms. Per

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do not complain of damages flowing from an underlying breach of CBA provisions, but rather from alleged oral representations made  
(continued on next page)

the pleadings, the conflict to which BIW is subject arises not from the prospect of differential interpretation of CBA terms but from the nullifying conduct of its own agents in the hiring process a type of conflict that section 301 preemption was not designed to avoid.

#### IV. Conclusion

For the foregoing reasons, I recommend that the Defendant's Motion be **DENIED**. I further recommend that, if this recommended decision is adopted, the court order BIW to show cause why this case should not be remanded to the Maine Superior Court (Androscoggin County) for lack of subject-matter jurisdiction.<sup>8</sup>

#### NOTICE

*A party may file objections to those specified portions of a magistrate judge's report or proposed findings or recommended decisions entered pursuant to 28 U.S.C. ' 636(b)(1)(B) for which de novo review by the district court is sought, together with a supporting memorandum, within ten (10) days after being served with a copy thereof. A responsive memorandum shall be filed within ten (10) days after the filing of the objection.*

*Failure to file a timely objection shall constitute a waiver of the right to de novo review by the district court and to appeal the district court's order.*

*Dated this 15th day of February, 2001.*

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*David M. Cohen  
United States Magistrate Judge*

STNDRD

U.S. District Court  
District of Maine (Portland)

CIVIL DOCKET FOR CASE #: 99-CV-227

RAND, et al v. BATH IRON WORKS

Filed: 07/15/99

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prior to the time they were subject to coverage by the CBA.

<sup>8</sup> BIW premised its removal of this case from state court on the existence of a federal question raised by the possible preemptive effect of section 301 of the LMRA. See Notice of Removal.

Assigned to: JUDGE GENE CARTER  
Demand: \$0,000  
Lead Docket: None

Jury demand: Plaintiff  
Nature of Suit: 720  
Jurisdiction: Federal Question

Cause: 29:185 Labor/Mgt. Relations (Contracts)

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