

STINSON LLP
1625 North Waterfront Parkway, Suite 300
Wichita, Kansas 67206-6620
Telephone: (316) 268-7938
Facsimile: (316) 268-9792

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

TEXTRON AVIATION INC.,)
)
Plaintiff,)
)
vs.) Case No. SG-2024-CV-001881
)
District Lodge No. 70, Local Lodge)
Nos. 774 of the International)
Association of Machinists and Aerospace)
Workers,)
)
Defendants.)
)
_____)
Pursuant to Chapter 60 of the Kansas Statutes

JOURNAL ENTRY OF JUDGMENT GRANTING PERMANENT INJUNCTION

This matter came to be heard on September 23, 2024 upon joint application of the parties. Plaintiff Textron Aviation Inc. (“Plaintiff” or “Textron Aviation”) appears by its attorneys, Patrick A. Edwards and Luke R. VanFleteren of Stinson LLP. Defendants District Lodge No. 70, Local Lodge No. 774 of the International Association of Machines and Aerospace Workers appear by their attorney, Thomas E. Hammond of Law Offices of Tom E. Hammond.

Upon stipulation and agreement of the parties, a permanent injunction is ordered as set forth below, it being understood that neither party admits any wrongdoing by virtue of entering into this consent decree.

IT IS ORDERED, ADJUDGED, AND DECREED that (1) Textron Aviation, its officers, agents, employees, and representatives, (2) Defendants District Lodge No. 70, Local

Lodge No. 774 of the International Association of Machines and Aerospace and their agents, members, servants, representatives, and employees, and any person or persons acting on behalf of or in concert or participation therewith (collectively "Defendant Union"), (3) and any and all other persons acting in concert with Plaintiff or Defendant Union shall be and are hereby enjoined from doing, causing to be done, or attempting, procuring, instituting, aiding, abetting, assisting, or directing any one or more of the following acts, practices, and things:

(1) Using force or violence or threatening force or violence or bodily harm or injury to anyone in any manner, whether in person or via social media, text messages, telephone calls, emails, or other forms of communication. This prohibition includes, but is not limited to any attempt to intimidate, obstruct, or harass the officers, employees, members, present or prospective customers, or agents of Defendant Union or Plaintiff or the families, friends, acquaintances or supporters of such individuals. This prohibition also includes any attempt to intimidate, obstruct, or harass any person having business with Plaintiff or attempting to serve any of Plaintiff's officers, agents, employees, or representatives while at home or work or going to or from work for Plaintiff or entering, attempting to enter, leaving or attempting to leave any of Plaintiff's offices, plants, warehouses, parking lots, or other property located in Sedgwick County, Kansas;

(2) Assaulting, pushing, or in any manner physically contacting anyone who is attempting to enter or leave Plaintiff's offices, plants, warehouses, parking lots, or other property in Sedgwick County, Kansas. However, this paragraph shall not preclude Plaintiff's security personnel from exercising their duties within Plaintiff's offices, plants, warehouses, parking lots, or other property in Sedgwick County, Kansas;

(3) Obstructing or interfering in any manner, except as hereinafter provided in paragraphs 6 and 7, with anyone who is using or attempting to use the public roads, streets,

sidewalks, highways, railways, or private drives leading to or adjacent to Plaintiff's offices, plants, warehouses, parking lots, or other property in Sedgwick County, Kansas. Such prohibition includes, but is not limited to, any physical contact with vehicles entering or leaving said offices, plants, warehouses, parking lots, and other property or placing nails, tacks, or other objects or obstructions in the entrances thereto or upon said parking lots, drives, roads, streets, sidewalks or highways;

(4) Making insulting or offensive remarks or speaking in an intimidating manner to anyone who is seeking to enter or to leave Plaintiff's offices, plants, warehouses, parking lots, or other property in Sedgwick County, Kansas, unless enforcement of this paragraph would be prohibited by federal law;

(5) From defacing, injuring, or damaging property of either party located in Sedgwick County, Kansas, and from trespassing on property of Plaintiff located in Sedgwick County, Kansas, that is not used by the public; and from defacing, injuring, or damaging property of employees of Plaintiff or of Defendant Union or its members;

(6) Defendant Union shall have the right to recommend, advise, or persuade others to cease to perform work and not to cross the picket line at Plaintiff's premises in Sedgwick County, Kansas provided that such recommending, advising, and persuading shall be conducted in such a way as to not unreasonably obstruct or interfere with any individual's right to freely enter or leave any of Plaintiff's offices, plants, warehouses, parking lots, or other property in Sedgwick County, Kansas. All officers, agents, or employees of Plaintiff who are driving vehicles and approaching any of the entrances or gates leading to Plaintiff's premises with the purpose of entering such premises shall proceed to such entrance or gate and come to a complete stop if a picket line is present. If the occupants of the vehicle indicate verbally or otherwise a desire to enter Plaintiff's

premises, then the picket captain shall immediately instruct the pickets to clear the path of the vehicle and allow the vehicle to proceed. For safety reasons, vehicles exiting Plaintiff's property shall come to a complete stop and the vehicle will be allowed to exit uninterrupted by pickets;

(7) Maintaining, stationing, or placing at or about each entrance or gate to Plaintiff's offices, plants, warehouses, parking lots, or other property in Sedgwick County, Kansas:

(a) More than two (2) pickets at any one time at each such entrance or gate which is twenty-five (25) feet or less in width;

(b) More than three (3) pickets at any one time at each such entrance or gate which is more than twenty-five (25) feet but less than forty (40) feet in width;

(c) More than four (4) pickets at any one time at each such entrance or gate which is more than forty (40) feet but less than ninety (90) feet in width;

(d) More than six (6) pickets at any one time at any such entrance or gate which is ninety (90) feet or more in width;

(8) Picketing within three feet of the edge of a driveway or public street;

(9) Picketing with dangerous materials or objects in their hands or on their persons;

(10) Picketing the domicile of any employee of Plaintiff;

(11) Trespassing on Plaintiff's property;

(12) Holding or conducting any rallies or gatherings of more than six (6) people after dusk and before dawn outside of Plaintiff's facilities unless attendees wear reflective clothing;

(13) Picketing in the dark, unless picketers are wearing reflective clothing or material;

(14) Posting pictures, video, or other depictions of non-striking employees on social media, other websites, or other publically available media because of their refusal to join in the strike.

IT IS HEREBY FURTHER ORDERED that, subject to the express terms of this Injunction, nothing in this Order should be interpreted to prevent Defendant Union, and all other members, officers, agents, representatives, servants, and other persons acting in concert with it, from retaining their rights under the law to picket and handbill on public premises for the purpose of informing the public and its members that it has a labor dispute with Plaintiff. If an individual violates this order, he or she may be prohibited from picketing again during the duration of this labor dispute.

IT IS HEREBY FURTHER ORDERED that this Order shall continue in full force and effect until further order of this Court, and the Court directs law enforcement officials to assist in enforcing this order. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this final judgment to apply to this Court at any time for such further orders as may be necessary or appropriate.

IT IS HEREBY FURTHER ORDERED that copies of this Order shall be delivered to the Sheriff of Sedgwick County, and the Wichita Police Department for enforcement according to its terms.

Dated: September 23, 2024

8:35 o'clock a.m.

BY THE COURT:



District Judge, Sedgwick County District Court
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APPROVED AND CONSENTED TO:

/s/ Patrick A. Edwards

Patrick A. Edwards (#24553)

Luke R. VanFleteren (#29203)

STINSON LLP

1625 N. Waterfront Pkwy, Suite 300

Wichita, Kansas 67206-6620

Phone: (316) 268-7938

Fax: (316) 268-9792

patrick.edwards@stinson.com

luke.vanfleteren@stinson.com

Attorneys for Plaintiff Textron Aviation Inc.

/s/ Thomas E. Hammond

Thomas E. Hammond (#10242)

LAW OFFICES OF TOM E. HAMMOND

200 W. Douglas, Suite 420

Wichita, KS 67202

Phone: (316) 262-6800

Fax: (316) 262-3770

tehammond1@yahoo.com

Attorney for Defendants District Lodge No. 70,

Local Lodge No. 774 of the

International Association of Machines

and Aerospace Workers