



IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

WARRIOR MET COAL MINING, LLC)
f/k/a COAL ACQUISITION SUB 2, LLC,)
))
Plaintiff,)
))
v.)
))
THE UNITED MINE WORKERS OF)
AMERICA, INTERNATIONAL UNION,)
DISTRICT 20 OF UMWA, LOCAL UNION)
2245, LOCAL UNION 2397, LOCAL UNION)
2368, and LOCAL UNION 2427,)
))
Defendants.)

CASE ACTION NUMBER:

63-cv-2021-900285

PRELIMINARY INJUNCTION ORDER

NOW, this 28th day of April, 2021, pursuant to Rule 65 of the ARCP and based on sufficient evidence presented to the Court, the Temporary Restraining Order entered April 15, 2021 shall be and hereby is converted to a Preliminary Injunction in the above-captioned case and, it is hereby further ORDERED and DECREED that:

1. The above-named defendants, individually and collectively, and all persons acting in any manner at their behest or in concert with them, directly or indirectly, are hereby enjoined from:

(a) engaging in any picketing activity at the premises located at 7 North – 17503 Stanley Road, Brookwood, AL 35444, 7 East – 4795 Sealey Ann Mountain Road, Adger, AL 35006, 7 West – 18069 Hannah Creek Road, Brookwood, AL 35444, 4 Mine – 14730 Lock 17 Road, Brookwood, AL 35444, 4 North – 13549 Triple L Road, Tuscaloosa, AL 35406, and Warrior Met Coal Central Shop – 13365 Lock 17 Road, Brookwood, AL 35444, the Warrior Met Coal Training Center located at 13183 Lock 17 Road, Brookwood, AL 35444, Warrior Met Coal’s Central Mining Office located at 16243 Highway 216, Brookwood, AL 35444, No. 4 Mine’s 4-13 portal on Lock 17 Road, Warrior’s Barge Loadout entrance at the intersection of Covol No. 5 Plant Road and Lock 17 Road, or other location served by Warrior Met Coal Mining, LLC (“Warrior”), or where Warrior is doing business either temporarily or permanently (collectively “Warrior property”), or other locations where Defendants’ picketers are gathered, in such a manner as to prevent, obstruct or hinder ingress or egress at the Warrior property, by any person or vehicle who or which desires or attempts to enter or leave those premises;

(b) interfering with, hindering or obstructing, by threats, or acts of violence, the conduct and operation of Warrior’s business and supporting activities, including, but not limited to, any mass picketing in violation of this order;

(c) obstructing or interfering with the receipt, delivery or shipment of products, materials or equipment or other property of Warrior;

(d) interfering with, hindering or obstructing the ingress and egress (including distributing nails, screws, jack rocks, or any other foreign objects that can damage vehicles) of the agents, servants and employees of Warrior wherever they drive in connection with their job duties before, during and after they are engaged in the performance of work for Warrior;

(e) preventing or attempting to prevent any person or persons from freely entering or leaving Warrior property, or from commencing or continuing in the employment of Warrior;

(f) interfering with, or hindering any employee, customer or supplier of Warrior or any person who may desire to enter or leave any Warrior property in connection with the performance of lawful work assignments or for any other lawful purpose, by force or displays of violence, by threats, by acts of intimidation, by any conduct that deprives any person of the legal rights of access to, from and use of any Warrior property;

(g) sitting or lying down or otherwise staying in or about any entrance to any of Warrior's buildings or installations and from failing to quit or leave upon request in a peaceable manner from any such entrance;

(h) placing any obstruction in or on any entrance to any Warrior property, including, without limitation, the use of barrels, barricades, chairs or parking personal vehicles in public roadways to prohibit ingress or egress to Warrior property;

(i) using any illumination device in a manner where the effect would be to distract, blind or obstruct any driver or navigator of a motor vehicle coming to or from Warrior Property;

(j) tailgating in violation of Alabama Code Section 32-5A-89 a motor vehicle coming to or from Warrior Property;

(k) stationing or remaining or allowing to remain at any entrance to any Warrior property, wherever located, more than five (5) pickets (for clarity five (5) persons who are picketing) in each off-road space marked in paint by Warrior (no more than a total of ten (10) pickets at any property entrance, five (5) pickets on each side of the entrance if both sides are marked to permit pickets) at any one time, such pickets to remain off the public roadways and private driveways to Warrior property so as not to block ingress and egress and to separate and to permit all persons and vehicles to enter or leave any Warrior property (any such pickets shall be restricted to the perimeter of the premises of any Warrior property) and in no event shall enter the premises of any Warrior property; and

(l) stationing or remaining or allowing to remain more than five (5) reserve pickets, or otherwise acting in concert with them, within a minimum distance of one hundred (100) yards from any area being picketed pursuant to subparagraph (k) above.

2. The Applicable Law Enforcement Agency or Warrior, through its attorneys or any competent adult authorized by Warrior, are authorized to serve in person or by certified mail true but uncertified copies of this Preliminary Injunction Order injunction upon the defendants and


upon any persons acting in concert with them or otherwise participating with them or acting in their aid or on their behalf.

3. This Order shall remain in place until either (1) the parties jointly file a motion to terminate the preliminary injunction; or (2) an evidentiary hearing is held and decision rendered in response to a motion by any party (but not all parties) to modify or terminate the preliminary injunction.

4. The Court shall retain jurisdiction over this complaint to determine that the decree of this Court is obeyed.

5. Warrior has previously filed an approved surety payment with the Clerk's Office, in the amount of One Thousand Dollars (\$1,000.00) conditioned for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained and such security shall remain in place as security for this Preliminary Injunction.

DONE and ORDERED this 28th day of April, 2021.



James H. Roberts
Circuit Court Judge