

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

**TRUMP RUFFIN COMMERCIAL, LLC,  
d/b/a TRUMP INTERNATIONAL HOTEL  
LAS VEGAS**

**and**

**Cases 28-CA-149979  
28-CA-150529  
28-CA-155072  
28-CA-156304  
28-CA-156719  
28-CA-157883**

**LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS, affiliated with UNITE HERE  
INTERNATIONAL UNION**

**ORDER FURTHER CONSOLIDATING CASES, SECOND  
CONSOLIDATED COMPLAINT, AND NOTICE OF HEARING**

On August 31, 2015, a Consolidated Complaint and Notice of Hearing issued in Cases 28-CA-149979, 28-CA-150529, and 28-CA-155072 alleging that Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas (Respondent) had engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT those cases are further consolidated with Cases 28-CA-156304, 28-CA-156719, and 28-CA-157883, filed by Local Joint Executive Board of Las Vegas, affiliated with Unite Here International Union (the Union), which allege that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.

1. (a) The charge in Case 28-CA-149979 was filed by the Union on April 13, 2015, and a copy was served on Respondent by U.S. mail on the same date.

(b) The charge in Case 28-CA-150529 was filed by the Union on April 20, 2015, and a copy was served on Respondent by U.S. mail on April 21, 2015.

(c) The charge in Case 28-CA-155072 was filed by the Union on June 29, 2015, and a copy was served on Respondent by U.S. mail on the same date.

(d) The charge in Case 28-CA-156304 was filed by the Union on July 20, 2015, and a copy was served on Respondent by U.S. mail on July 21, 2015.

(e) The charge in Case 28-CA-156719 was filed by the Union on July 24, 2015, and a copy was served on Respondent by U.S. mail on July 27, 2015.

(f) The charge in Case 28-CA-157883 was filed by the Union on August 12, 2015, and a copy was served on Respondent by U.S. mail on August 13, 2015.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Las Vegas, Nevada (Respondent's facility), and has been engaged in the operation of a hotel providing food and lodging.

(b) During the 12-month period ending April 13, 2015, Respondent in conducting its operations described above in paragraph 2(a), purchased and received at Respondent's facilities goods valued in excess of \$50,000 directly from points outside the State of Arizona.

(c) In conducting its operations during the 12-month period ending April 13, 2015, Respondent derived gross revenues in excess of \$500,000.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Brian Baudreau	-	Vice President
Mathieu Vanderbilt	-	Operations Manager
Gustavo Acosta	-	Assistant Human Resources Director
Alejandra Magaña	-	Director of Housekeeping
Imelda Cretin	-	Housekeeping Manager
Kelvin Kwon	-	Housekeeping Manager
Anthony Wandick	-	Housekeeping Manager
Christina Keeran	-	Housekeeping Dispatcher-Lead
James Doucette	-	Food and Beverage Manager
Clyde Turner	-	Head of Security
Olivia Green	-	Security Officer
Danny Slovak	-	Security Officer

5. (a) Since at least October 13, 2014, Respondent, by issuing an associate handbook to employees, has promulgated and since then has maintained the following rules:

(1) No Solicitation/Distribution on Property

In order to maintain and promote sufficient operations, discipline and security, the Company has established rules applicable to all employees who govern solicitation and distribution of written material. All employees are expected to comply with these Company rules.

Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

(2) Level 1

The following may result in immediate suspension and/or termination of employment: [...] 12. Unauthorized removal or sharing of confidential Company information.

(3) Confidentiality Policy

All associates are expected to work in the best interest of the Hotel and to further the goals and aims of the Hotel. Therefore, associates are prohibited from engaging in any activity or conduct both within and without the property that is contrary to the economic, business, or public interest of TIHLV. Failure to abide by this policy will result in discipline, up to and including termination.

All associates are required to respect and maintain the confidentiality of all information, including but not limited to, business documents, reports, records, files, correspondence and communications (including electronic message), to which the associate has access in carrying out responsibilities and duties of employment. None of the aforementioned may be copied or removed from the Hotel's premises or computer systems. All associates are expected to show the highest regard for the privacy of each guest and will strictly observe the confidentiality of records and other information associated with the Hotel's guests. Confidentiality is essential to the sound relationship with our guests; it is also a legal and ethical matter of the utmost importance. All associates will be careful to discuss confidential information only when necessary and appropriate in the context of business operations. Care should be taken to prevent confidential discussions from being overheard by other guests or associates who are not involved. Any discussion of confidential information outside the property or similar violation of these standards may result in discipline, up to and including termination.

(b) Since at least October 13, 2014, Respondent, by soliciting employees to sign an “Employee Agreement of Confidentiality of Business Information,” has promulgated and since then has maintained the following rule:

“Confidential Information” means all non-public information relating to the Company’s business, or to the business of any of the Company’s parent or affiliated entities, including but not limited to all entities affiliated with the Trump Hotel Collection...Confidential Information also includes, without limitation, all of the following: [...] (5) All personnel information of any employee, agent, or independent contractor of the Company.

(c) On a date in or around February 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, at Respondent’s facility, by Christina Keeran (Keeran), interrogated its employees about their union membership, activities, and sympathies.

(d) About February 28, 2015, Respondent, by Olivia Green, on a sidewalk outside Respondent’s facility:

(1) interrogated its employees about their union membership, activities, and sympathies; and

(2) created an impression among its employees that their union activities and protected concerted activities were under surveillance by Respondent.

(e) On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by James Doucette, in the parking lot of Respondent’s facility:

(1) threatened its employees with unspecified reprisals for engaging in union activities and protected concerted activities;

(2) threatened its employees by physically pushing them while they were engaging in union activities and protected concerted activities; and

(3) promulgated and enforced a rule or directive prohibiting employees from distributing union literature in Respondent's parking lot.

(f) On a date in or around March 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Anthony Wandick (Wandick), at Respondent's facility, confiscated union literature from employees.

(g) Since a date in or around April 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Wandick, in the employee dining room at Respondent's facility (the employee dining room), by increasing the amount of time spent in the employee dining room and approaching, standing next to, and listening to its employees in the employee dining room:

(1) engaged in surveillance of its employees engaged in union activities and protected concerted activities; and

(2) created an impression among its employees that their union activities and protected concerted activities are under surveillance.

(h) About May 18, 2015, Respondent, by Alejandra Magaña (Magaña), at Respondent's facility, interrogated its employees about their union activities and protected concerted activities.

(i) On a date in or around June 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Keeran, at Respondent's facility, threatened employees with a reduction in hours because of their union membership, activities, and sympathies.

(j) About June 7, 2015, Respondent, by Imelda Cretin (Cretin), at Respondent's facility, threatened that its employees would lose opportunities for promotions because they engaged in union activities and protected concerted activities.

(k) About June 13, 2015, Respondent, by Wandick, at Respondent's facility:

(1) by coming to and remaining in a guest room where employees who supported the Union were working:

(i) engaged in surveillance of its employees it suspected of engaging in union activities and protected concerted activities; and

(ii) created an impression among its employees that their union activities and protected concerted activities were under surveillance; and

(2) promulgated and enforced a rule or directive prohibiting its employees from speaking to guests.

(l) About June 15, 2015, Respondent, by Magaña, at Respondent's facility:

(1) interrogated its employees about their union membership, activities, and sympathies; and

(2) threatened its employees with unspecified reprisals by calling them traitors because of their union membership, activities, and sympathies.

(m) About June 20, 2015, Respondent, by Danny Slovak, at Respondent's facility, promulgated and enforced a rule or directive prohibiting its employees from distributing union literature on Respondent's property.

(n) About June 24, 2015, Respondent, by Wandick and Martin Vanderbilt, at Respondent's facility, by standing in the employee dining room greeting its employees and telling them to vote no in an upcoming union representation election, created an impression among employees that their union activities and protected concerted activities are under surveillance.

(o) On a date in or around July 2015, a more precise date unknown to the General Counsel but particularly within the knowledge of Respondent, Respondent, by Cretin, at Respondent's facility, threatened that employees would not be promoted because of their union membership, activities, and sympathies.

6. (a) About July 22, 2015, Respondent discharged its employee Martha Guzman (Guzman).

(b) Respondent engaged in the conduct described above in paragraph 6(a) because Guzman joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. By the conduct described above in paragraph 6, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraph 6, the General Counsel seeks an order requiring that Respondent reimburse the discriminatee for all search-for-work and work-related expenses regardless of whether the discriminatee received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before October 14, 2015, or postmarked on or before October 13, 2015.** Respondent should file the original copy of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being

filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

### **NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT** on November 17, 2015, at 9:00 a.m. (local time), at the Hearing Room of the National Labor Relations Board, 300 Las Vegas Boulevard South, Suite 2-901, Las Vegas, Nevada, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 30<sup>th</sup> day of September 2015.

/s/Cornele A. Overstreet  
Cornele A. Overstreet, Regional Director

Attachments

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**AFFIDAVIT OF SERVICE OF: ORDER FURTHER CONSOLIDATING CASES, SECOND  
CONSOLIDATED COMPLAINT, AND NOTICE OF  
HEARING (with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 30, 2015, I served the above-entitled document(s) by certified or U.S. mail, as noted below, upon the following persons, addressed to them at the following addresses:

Trump Ruffin Commercial, LLC,  
d/b/a Trump International Hotel ,Las Vegas  
2000 Fashion Show Drive  
Las Vegas, NV 89109  
**7014 2120 0004 7704 4339**

William J. Dritsas, Attorney at Law  
Seyfarth Shaw, LLP  
560 Mission Street, Suite 3100  
San Francisco, CA 94105-2992

Local Joint Executive Board of Las Vegas,  
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1630 South Commerce Street  
Las Vegas, NV 89102-2700

Richard G. McCracken, Attorney at Law  
McCracken, Stemerma & Holsberry  
1630 South Commerce Street, Suite A-1  
Las Vegas, NV 89102-2705

September 30, 2015

Kay Davis, Designated Agent of NLRB

Date

Name

*/s/Kay Davis*

Signature

**UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
NOTICE**

**Cases 28-CA-149979, et al.**

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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