

**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

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

Case No. 28-CA-149979  
28-CA-150529  
28-CA-155072  
28-CA-156304  
28-CA-156719  
28-CA-157883

**ANSWER TO SECOND CONSOLIDATED COMPLAINT**

Respondent, TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP  
INTERNATIONAL HOTEL LAS VEGAS, by its attorneys, hereby answers the second  
consolidated complaint as follows:

**COMPLAINT ¶ 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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 1(a).

**COMPLAINT ¶ 1(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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 1(b).

**COMPLAINT ¶ 1(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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 1(c).

**COMPLAINT ¶ 1(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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 1(d).

**COMPLAINT ¶ 1(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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 1(e).

**COMPLAINT ¶ 1(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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 1(f).

**COMPLAINT ¶ 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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 2(a).

**COMPLAINT ¶ 2(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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 2(b).

**COMPLAINT ¶ 2(c):**

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

**ANSWER:**

Respondent admits the allegations set forth in paragraph 2(c).

**COMPLAINT ¶ 2(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.

**ANSWER:**

Respondent admits the allegations set forth in paragraph 2(d).

**COMPLAINT ¶ 3:**

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

**ANSWER:**

Respondent admits the allegations set forth in paragraph 3.

**COMPLAINT ¶ 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

**ANSWER:**

Respondent denies Mr. Baudreau's official title is Vice President, for it is Vice President and General Manager. Respondent denies Mathieu Vanderbilt served as Operations Manager, but admits Matthew Vandegrift is employed as a Director of Hotel Operations. Respondent denies Kelvin Kwon served as Housekeeping Manager, for his actual title is Assistant Housekeeping Director. Respondent denies Clyde Turner served as Head of Security, for his official title is Director of Security. Respondent denies it ever employed anyone named Victor M. Castro or even has a position entitled Assistant Bakery Manager. Respondent otherwise, as corrected within this response, admits that that the individuals other than Castro held the positions set forth opposite their respective names in paragraph 4 (as corrected in this answer) at all material times related to this complaint. For purposes of this Complaint only, Respondent admits that Acosta is a supervisor and agent of Respondent under the Act, but does not so admit for any other purpose. Respondent further admits that the remaining individuals listed above, but for Keeran, Green, Slovak, and Castro, were supervisors and agents of Respondent for certain purposes while employed in their respective positions. Respondent denies Keeran, Green, Slovak and Castro were supervisors and agents of Respondent within the meaning of the Act and denies all remaining allegations set forth in paragraph 4.

**COMPLAINT ¶ 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.

**ANSWER:**

Respondent denies that the No Solicitation/Distribution on Property described above is complete in that it is missing the last sentence. Respondent admits the remaining allegations set forth in paragraph 5(a).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent admits that it does solicit employees to sign an “Employee Agreement of Confidentiality of Business Information,” and that portions of that document are set forth in paragraph 5(b). Respondent denies that paragraph 5(b) sets forth the entire document.

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(c).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(d).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(e).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(f).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(g).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(h).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(i).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(j).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(k).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(l).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(m).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(n).

**COMPLAINT ¶ 5(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 5(o).

**COMPLAINT ¶ 6(a):**

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

**ANSWER:**

Respondent admits that, on or about July 21, 2015, it discharged employee Martha Guzman. Respondent denies each and every remaining allegation set forth in paragraph 6(a).

**COMPLAINT ¶ 6(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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 6(b).

**COMPLAINT ¶ 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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 7.

**COMPLAINT ¶ 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.

**ANSWER:**

Respondent denies the allegations set forth in paragraph 8.

**COMPLAINT ¶ 9:**

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

**ANSWER:**

Respondent denies the allegations set forth in paragraph 9.

**AFFIRMATIVE DEFENSES**

Respondent asserts the following affirmative and other defenses without assuming the burden of proof on any such defense on which it does not have such burden as a matter of law.

1. Complaint paragraphs 6(a) and 6(b) should be dismissed on the grounds that, to the extent Guzman engaged in any protected union activity, Respondent would have terminated her employment regardless of any protected union activity.
2. Respondent specifically reserves the right to amend this Answer to add or delete affirmative defenses as warranted.

WHEREFORE, Respondent TRUMP RUFFIN COMMERCIAL, LLC, d/b/a TRUMP INTERNATIONAL HOTEL LAS VEGAS respectfully requests that the Second Complaint and this matter be dismissed with prejudice and for such further relief that may be proper.

**DATED: October 13, 2015**

Respectfully submitted,



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*Attorneys for Respondent,  
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**CERTIFICATE OF SERVICE**

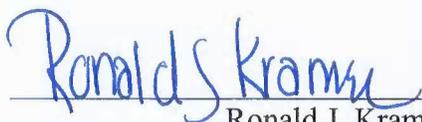
I do hereby certify that I have caused a true and correct copy of the foregoing ANSWER TO SECOND CONSOLIDATED COMPLAINT to be served upon the following, via the NLRB's e-filing system and e-mail on this 13th day of October, 2015:

Nancy E. Martinez, Acting Regional Director (via e-file)  
National Labor Relations Board  
Region 28  
2600 North Central Ave, Suite 1400  
Phoenix, AZ 85004-3099

Cornele A. Overstreet, Regional Director (via e-file)  
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