

reasons for opposing the Agreement, may approve the Agreement. Any party aggrieved by the ruling of the Administrative Law Judge approving the Agreement may ask for leave to appeal to the board as provided in Section 102.26 of the Board's Rules and Regulations.

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Administrative Law Judge, or if the Charging Party or Counsel for the General Counsel does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the Board has sustained the Administrative Law Judge. The Agreement shall be remanded by the Administrative Law Judge to the Regional Director for securing compliance with its terms.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party or Counsel do not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no appeal has been filed or that the Board has sustained the Administrative Law Judge. Upon notification of compliance with the terms and provisions hereof and the filing of a motion to withdraw the complaint and no motion in opposition thereto having been granted, the Administrative Law Judge shall issue an order approving the withdrawal of the complaint and notice of hearing heretofore issued in this case, as well as any answer(s) filed in response. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

CHARGED PARTY Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas		CHARGING PARTY Local Joint Executive Board of Las Vegas, a/w Unite Here International Union	
By: Name and Title <i>Jill A. Martin</i> Jill A. Martin Assistant General Counsel	Date 11/20/15	By: Name and Title <i>Richard S. Wilbur</i> Attorney	Date 11/23/15
Recommended By: <i>[Signature]</i> Counsel for the General Counsel	Date 1/15	Approved By: <i>[Signature]</i> Administrative Law Judge National Labor Relations Board	Date 1/20/15

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL NOT maintain in our Associate Handbook, or anywhere else, the following provisions:

Level 1 (pg. 31)

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

Confidentiality Policy (pg.37-38)

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

RGM

property or similar violation of these standards may result in discipline, up to and including termination.

WE WILL immediately rescind the rules set forth above from the Associate Handbook. **WE WILL** furnish all employees with notice, to the same extent that the rules were publicized, that advises that these rules have been rescinded. **WE WILL** provide the language of lawful rules to all employees.

WE WILL NOT maintain in our "Employee Agreement of Confidentiality of Business Information," or anywhere else, the following provisions:

"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.

WE WILL immediately rescind the rules set forth above from "Employee Agreement of Confidentiality of Business Information." **WE WILL** furnish all employees with notice, to the same extent that the rules were publicized, that advises that these rules have been rescinded. **WE WILL** provide the language of lawful rules to all employees.

WE WILL NOT maintain in our "Employee Agreement of Confidentiality," or anywhere else, the following provisions:

(1) In connection with your employment at Trump International Hotel and Tower (the "Hotel") you have or may become aware of information (which may be verbal, written, electronically, or photographically recorded, visual, or otherwise) with respect to (i) the personal life and/or "business affairs" (as herein defined) of Donald J. Trump ("Trump"); (ii) the personal lives and/or business affairs of members of Trump's family; and/or (iii) the business affairs of the Hotel, or any of its affiliates, officers, directors or employees, (such persons and entities referred to in subdivisions (i) through (iii) above are collectively referred to as "Protected Parties" and such information regarding the Protected Parties is referred to collectively as the "Confidential Information"), which is, and which the Protected Parties insist remain private and confidential. Accordingly, as a material inducement to your hiring by, and as a material condition of your employment with the Hotel, and in consideration thereof, you hereby acknowledge as follows: [. .]

(2) During the term of your employment and at all times thereafter, except (a) for an "Approved Disclosure" (as herein defined), (b) as may be expressly required by law (and then only to the minimum extent necessary to comply with law) and on prior notice to the Hotel; or (c) as may be an integral requirement of your employment with the Hotel, you agree not to directly or indirectly

A handwritten signature in black ink, appearing to read "R. Adams", is located in the bottom right corner of the page.

disseminate or publish, or cause to be disseminated or published any Confidential Information in any form, including but not limited to any diary, memoir, book, letter, story, speech, photograph, interview, article, essay, account, description, or depiction of any kind whatsoever, whether fictionalized or not; and you agree not to assist others in obtaining, disseminating, or publishing Confidential Information for any purpose whatsoever. Further, you agree not to incorporate any Confidential Information into any retrieval system, whether electronic, mechanical or otherwise, except as may be expressly required in connection with the performance of your duties as an employee of the Hotel. As used in this Agreement: [. .]

(3) The term "business affairs" shall mean all information and documentation furnished to you by the Protected Parties or any of them relating to the business (past, current, and prospective), operations, technologies, systems, concepts, programs, practices, plans, properties, personnel, know-how, trade secrets, competitively sensitive data, and financial information (reflecting both the financial position and financial results), of any or all of the Protected Parties; and [. .].

WE WILL immediately rescind the rules set forth above from "Employee Agreement of Confidentiality." **WE WILL** furnish all employees with notice, to the same extent that the rules were publicized, that advises that these rules have been rescinded. **WE WILL** provide the language of lawful rules to all employees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

**Trump Ruffin Commercial, LLC, d/b/a
Trump International Hotel Las Vegas**
(Employer)

Dated: 11/20/15 By: Michelle A. Martini Assistant General Counsel
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

ROM

2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004

Telephone: (602) 640-2160
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

RGM