UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

TRUMP RUFFIN COMMERCIAL, LLC

Cases 28-CA-161672
28-CA-166450

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at its facilities in Las Vegas, Nevada, and any other locations where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act as alleged.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Party will also, within 21 days from approval of this agreement, file with the Regional Director a report allocating the backpay award to the appropriate calendar years.

	Backpay	Interest	Excess Tax Liability	Front Pay	Total
(b)(6), (b)(7)(C)	$0	$0	$0	$1,500	$1,500
(b)(6), (b)(7)(C)	$6,532	$144	$16	$3,008	$9,700

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement the Regional Director withdraws any Complaint and Notice of Hearing previously issued in the above case, and the Charged Party withdraws any answer(s) filed in response.

Initials (b)(6), (b)(7)(C) Date: 6/20/10

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

(b)(6), (b)(7)(C)

Ye[redacted] No _____

Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party 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 General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after a 14 days-notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on March 2, 2016, in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

(b)(6), (b)(7)(C)

Initi[redacted]ate: 6/20/16

Charged Party TRUMP RUFFIN COMMERICIAL, LLC		Charging Party LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, A/W UNITE HERE INTERNATIONAL UNION	
By: Name and Title (b)(6), (b)(7)(C)	Date 6/20/16	By: Name and Title	Date
Recommended By: Judith E. Dávila, Field Attorney	Date 7/1/16	Approved By: Cornele A. Overstreet Regional Director, Region 28	Date 7/1/16

Init (b)(6), (b)(7)(C) Date: 6/20/16

(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 tell you that a union cannot help you if it wins an election and becomes your collective-bargaining representative.

WE WILL NOT promise you better benefits or give you new or better benefits to discourage you from supporting a union.

WE WILL NOT reduce employees' hours because of their union membership or union support.

WE WILL NOT cause the termination of employees' employment by reducing their hours because of their union membership or union support.

WE WILL NOT refuse to grant transfers to employees because of their union membership or union support.

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

WE WILL pay (b)(6), (b)(7)(C) who has waived [redacted] right to reinstatement to [redacted] former position, for the wages and other benefits [redacted] lost because of [redacted] claim that [redacted] hours were reduced, forcing [redacted] to resign [redacted] employment.

WE WILL pay (b)(6), (b)(7)(C) who has waived [redacted] right to be transferred to the server position for which [redacted] applied, for the wages and other benefits [redacted] lost because of [redacted] claim that [redacted] was not granted a transfer.

TRUMP RUFFIN COMMERCIAL, LLC
(Employer)

Dated: 6/20/16 **By:** (b)(6), (b)(7)(C)
(Representative) (Title) (b)(6), (b)(7)(C)

Initial (b)(6), (b)(7)(C) Date: 6/20/16

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.nlrb.gov.

300 LAS VEGAS BLVD, SOUTH
STE 2-901
LAS VEGAS, NV 89101-6637

Telephone: (702)388-6417
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.

Initials (b)(6), (b)(7)(C) Date: 6/20/16