UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

HTH CORPORATION, PACIFIC BEACH CORPORATION AND KOA MANAGEMENT, A SINGLE EMPLOYER, D/B/A PACIFIC BEACH HOTEL	:	
Petitioner/Cross-Respondent	:	
	:	Nos. 14-1222 & 14-1283
v.	:	
NATIONAL LABOR RELATIONS BOARD	:	ORIGINAL
Respondent/Cross-Petitioner	:	

JUDGMENT

Before: HENDERSON and ROGERS, Circuit Judges, and WILLIAMS, Senior Circuit Judge

THIS CAUSE came to be heard upon a petition filed by the HTH Corporation, Pacific Beach Corporation and Koa Management, a single employer, d/b/a Pacific Beach Hotel to review an Order of the National Labor Relations Board dated October 24, 2014, in Case Nos. 37-CA-007965, 37-CA-008064, 37-CA-008094, 37-CA-008096, 37-CA-008097, 37-CA-008112, 37-CA-008113, and 37-CA-008145, reported at 361 NLRB No. 65, and upon a cross-application for enforcement filed by the National Labor Relations Board to enforce said Order. The Court heard argument of the parties and has considered the briefs and agency record filed in this cause. On May 20, 2016, the Court, being fully advised in the premises, handed down its opinion granting in part the petition of HTH Corporation, et al. and granting in part the Board's cross-petition for enforcement. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the Court that HTH Corporation, Pacific Beach Corporation and Koa Management, a single employer, d/b/a

Pacific Beach Hotel, its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendices).

KLH

Judge, United States Court of Appeals
for the District of Columbia Circuit

Judge, United States Court of Appeals
for the District of Columbia Circuit

Judge, United States Court of Appeals
for the District of Columbia Circuit

ENTERED: SEP 27 2016

HTH CORPORATION, PACIFIC BEACH CORPORATION
AND KOA MANAGEMENT, A SINGLE EMPLOYER,
D/B/A PACIFIC BEACH HOTEL

v.

NATIONAL LABOR RELATIONS BOARD

ORDER

HTH Corporation, Pacific Beach Corporation and Koa Management, a single employer, d/b/a Pacific Beach Hotel, Honolulu, Hawaii, their officers, agents, successors, and assigns, shall

1. Cease and desist from

   (a) Failing and refusing to bargain in good faith with the Union, International Longshore and Warehouse Union, Local 142, as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

   All full-time, regular part-time, and regular on-call concierge, concierge II, concierge II night auditor, guest service agent I, guest service II, room control clerk, bell help, bell sergeant, door attendant, head door attendant, senior bell sergeant, working bell captain, parking attendant, parking valet, FIT reservation clerk, FIT reservation clerk I, FIT reservation clerk II, junior reservation clerk, senior FIT reservation, senior reservation clerk, housekeeper IA, housekeeping clerk, quality control, housekeeper IB, housekeeper II, housekeeper III, laundry attendant I, seamstress, bushelp, hosthelp, waithelp, banquet bus help, head banquet captain, banquet captain, head banquet porter, assistant head banquet porter, banquet porter, banquet wait help, purchasing clerk, senior store keeper, butcher, cook I, cook II, cook III, cook IV, pantry, pantry I, pantry II, head buffet runner, buffet foodrunner, head steward, utility steward, cafeteria server, Aloha Center attendant, relief assistant manager (Oceanarium Restaurant), head banquet bartender, banquet bartender, head bartender, assistant head bartender, bartender, pastry cook I, pastry cook II, pastry cook III, food and beverage audit income, night auditor, data processing clerk, senior cost control clerk, food and beverage cashier, network support specialist, diver level I, diver level II, diver level III, diver level IV, PBX operator, lead operator, maintenance 2nd, maintenance 1st, mechanic foreman,

assistant/general maintenance, maintenance trainee, senior maintenance trainee, maintenance utility, assistant gardener, assistant head gardener and gardener employed by the Employer at the Pacific Beach Hotel, located at 2490 Kalakaua Avenue, Honolulu, Hawaii, but excluding the president, the corporate general manager, corporate director of hotel operations, director of human resources, director of finance, director of sales and marcom (sic), director of revenue management, director of Far East Sales, director of food and beverage, director of facilities management, Pacific Beach Hotel director of front office services, director of IT, corporate controller, operations controller, financial controller, head cashiers (food and beverage), executive housekeeper, assistant executive housekeeper, restaurant managers, banquet managers, sous chefs, chief steward/stewards managers, Aloha Coffee Shop Manager, income auditor manager, sales administrative assistant, PBC FE/concierge, chief engineer, landscaping manager, and the accounts receivable manager, managers, assistant managers, administrative assistant to the director of sales and marketing, purchasing agent employees, confidential employees, guards and/or watchpersons and supervisors as defined in the Act.

(b) Unilaterally changing the terms and conditions of employment of their unit employees during the course of collective bargaining without the parties having reached a lawful impasse, or at any time without first notifying the Union and giving it an opportunity to bargain, including but not limited to restricting the exercise of previously-existing access rights of union agents to the hotel property, increasing housekeeping assignments in both the Beach and the Ocean Towers, and the cessation of matching 401(k) contributions.

(c) Refusing to bargain in good faith with the Union by failing and refusing to furnish it with information the Union has requested that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondents' unit employees, including but not limited to 401(k) plans and employees who participated in the plans, grievances and discipline, and related documents, work schedules and assignments, awards, benefits, financial data, and other terms and conditions of employment.

(d) Warning, suspending, or discharging employees, including but not limited to Rhandy Villanueva, for supporting the Union, or any other labor organization, or because they engage in protected concerted activities.

(e) Placing employees under surveillance while they engage in union activities or other protected concerted activities.

(f) Denying union representatives access to the Respondents' facility at variance with past practice or the terms of collective-bargaining agreements.

(g) Undermining the Union by telling employees that union agents are barred from entering the facility.

(h) Threatening union agents with removal from the public sidewalk for passing out union literature or other protected concerted activity.

(i) Intimidating union agents regarding lawful leafleting.

(j) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, publish in two publications of general local interest and circulation copies of the attached notice, signed by the Respondents' regional vice president of operations, Robert Minicola, or his successor, and the Explanation of Rights. Such notice and Explanation of Rights shall be published twice weekly for a period of 8 weeks. The publications shall be determined by the Regional Director for Region 20, and need not be limited to newspapers so long as they will achieve broad coverage of the area.

(b) Within 14 days from the date of this Order, mail a copy of the attached notice and the Explanation of Rights to the homes of all current employees, supervisors, and managers, and all former employees employed by the Respondents at any time since November 24, 2009. The Respondents shall maintain proofs of mailings as set forth in the Amended Remedy section of this Decision.

(c) No later than 21 days and no earlier than 14 days from the date of this Order, mail a copy of this Decision and Order to all current employees, supervisors, and managers, and all former employees employed by the Respondents at any time since November 24, 2009; and within 7 days from the date of hiring, mail a copy of this Decision and Order to all newly hired employees, supervisors, and managers. Mailings shall be sent to new employees for a period of 3 consecutive years from the date of this Order. The mailing shall include a copy of a cover letter, provided by the Regional Director for Region 20 and attached to this Decision and Order as Appendix C, explaining that the Decision and Order are being mailed pursuant to the Board's Order and referencing

the notice and the Explanation of Rights previously mailed. The Respondents shall maintain proofs of mailings as set forth in the Amended Remedy section of this Decision.

(d) For a period of 3 consecutive years from the date of this Order, provide a copy of the notice and the Explanation of Rights on forms provided by the Regional Director for Region 20 to all new employees, supervisors, and managers within 7 days from the date on which their employment by the Respondents commences. The Respondents shall retain a copy of the notice and the Explanation of Rights provided to each individual in their records for the 3-year period, along with receipts and documentation evidencing the date and manner of their distribution as set forth in the Amended Remedy section of this Decision.

(e) Within 14 days after service by the Region, post at its hotel in Honolulu, Hawaii copies of the attached notice and the Explanation of Rights, marked "Appendix A" and "Appendix B." Copies of the notice and the Explanation of Rights, on forms provided by the Regional Director for Region 20, shall be posted and maintained for a period of 3 consecutive years in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, both the notice and the Explanation of Rights shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondents customarily communicate with their employees by such means. The notice and the Explanation of Rights shall not be altered, defaced, or covered by any other material. If those documents are so altered, defaced, or covered, the Respondents shall promptly notify the Region and obtain new copies at their own expense.

(f) Within 14 days from the date of this Order, convene meetings at their Honolulu, Hawaii hotel during working time, scheduled to ensure the widest possible attendance, at which the attached notice and Explanation of Rights are to be read to all employees, supervisors, and managers. The meetings shall be held in the presence of a Board agent, and the notice and Explanation of Rights shall be read by Robert Minicola (or his successor) or, at the Respondents' option, by the Board agent in the presence of Minicola (or his successor), Corine Watanabe, or John Hayashi. At least one of these three individuals (Minicola, Watanabe, Hayashi, or their successors) must be in attendance at each reading, and each of the three individuals must attend at least one reading. At least two supervisors/managers must be present at each reading. The Respondents shall maintain sign-in sheets for supervisors and managers at the readings, give them copies of the notice and the Explanation of

Rights at the time of the reading, and maintain receipts as set forth in the Amended Remedy section of this Decision. The Respondents shall also afford the Union, through the Regional Director, reasonable notice and opportunity to have a representative present when the notice and the Explanation of Rights are read to employees. Translation shall be made available for any individual whose language of fluency is other than English. The meetings shall be for the above-stated purpose only. Individuals unable to attend the meeting to which they have been assigned will be able to attend a subsequent meeting during which the same reading shall take place under the same conditions. The Respondents shall allow all employees to attend these meetings without penalty or adverse employment consequences, either financial or otherwise.

(g) Give notice to and, on request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the unit before implementing any changes to terms and conditions of employment that are not contained in the collective-bargaining agreement, including but not limited to access to the Respondents' property by union agents, payments to employees' 401(k) plans, and changed or increased room assignments for housekeeping employees. For any term and condition of employment contained in the collective-bargaining agreement, obtain the Union's consent before implementing changes to any such term.

(h) Rescind any unilateral change limiting the Union's access to hotel property that is at variance with past practice or the parties' agreements, and notify union agents Mori and Labtingao, both orally and in writing, that they are no longer barred, and that the Respondents will not deny union representatives access at variance with past practice or the parties' agreements. Nothing in the Order shall diminish or enlarge the contractual rights secured by the Union in subsequent negotiations with the Respondents.

(i) Within 14 days from the date of this Order, rescind the unlawful unilateral changes in the terms and conditions of employment found in the judge's decision as amended in this Decision, including but not limited to the increase in housekeeping assignments in both the Beach and the Ocean Towers and the cessation of matching 401(k) contributions. Nothing in this Order shall diminish or enlarge any contractual rights secured by the Union in subsequent negotiations with the Respondents.

(j) Make Rhandy Villanueva whole for any loss of earnings and other benefits suffered as a result of the Respondents' discrimination against

him, in the manner set forth in the remedy section of the judge's decision as amended in this Decision.

(k) Make all affected unit employees, including Marissa Julian, and former unit employees whole for any loss of earnings and other benefits suffered as a result of the Respondents' unlawful unilateral change in housekeeping room assignments, in the manner set forth in the Amended Remedy section of this Decision.

(l) Compensate all affected unit employees and former unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for each unit employee.

(m) Reimburse all affected unit employees and former unit employees for matching contributions to their 401(k) plans for the period January 1, 2010, to May 1, 2010, in the manner set forth in the Amended Remedy section of this Decision.

(n) Within 14 days from the date of this Order, offer Rhandy Villanueva full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

(o) Furnish to the Union in a timely manner all information requested by the Union in November 2009 and in April, May, June, July, and August 2010, including but not limited to full data regarding the hotel's financial state as set forth in the judge's decision.

(p) Reimburse the Union for its costs and expenses incurred in collective bargaining for all negotiations stemming from the violations found in this Decision, including, for example, reasonable salaries, travel expenses, and per diems, in the manner set forth in the Amended Remedy section of this Decision.

(q) Pay to the Union the nonlitigation, nonbargaining expenses resulting from the Respondents' unfair labor practices in the manner set forth in the Amended Remedy section of this Decision, in an amount to be determined at the compliance stage of this proceeding. Such expenses may include, but are not limited to, additional costs in communicating with unit members, holding meetings off site due to the Respondents' unlawful refusal to allow union agents on their property, and maintaining cohesion in the face of the Respondents' violations when, because of that misconduct, the Union was unable to fully respond to members' needs. The Union is required to provide evidence of such

expenditures along with evidence showing that they resulted from the Respondents' unfair labor practices over and above its normal expenditures.

(r) Within 14 days from the date of this Order, remove from their files any references to the unlawful written warning, suspension, and termination imposed on Rhandy Villanueva, and within 3 days thereafter, notify him in writing that this has been done and that the warning, suspension, and termination will not be used against him in any way.

(s) Within 14 days from the date of this Order, remove from their files any references to the unlawful discipline imposed on Marissa Julian and any other employees in connection with the Respondents' unlawful increase in housekeeping assignments, and within 3 days thereafter, notify them in writing that this has been done and that the discipline will not be used against them in any way.

(t) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable places designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(u) Within 21 days after service by the Region, file with the Regional Director for Region 20 a sworn certification of Corine Watanabe, John Hayashi, and Robert Minicola, or their successors, on a form provided by the Region, attesting to the steps that the Respondents have taken to comply with this Order.

(v) For a 3-year period following the date of this Order, allow the Board or any of its duly-authorized representatives to obtain at any time, in both oral and documentary forms, discovery and evidence from the Respondents, their officers, agents, successors or assigns, and their employees or former employees having knowledge concerning the posting and maintenance of the notice and the Explanation of Rights as well as the mailing of those documents and the Board's Decision and Order to all new employees and new supervisors and managers as set forth in the Amended Remedy section of this Decision in the manner and for the time required. Such visitation shall be conducted under the supervision of the Regional Director for Region 20, and shall be narrowly limited to assessing and ensuring the Respondents' compliance with this Order as described in the Amended Remedy. The Respondents

shall make available for inspection proofs of mailings, receipts, and sign-in sheets as set forth in the Amended Remedy.

APPENDIX A

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO
Form, join, or assist a union
Choose representatives 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 fail and refuse to bargain in good faith with the Union, International Longshore and Warehouse Union, Local 142, as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All full-time, regular part-time, and regular on-call concierge, concierge II, concierge II night auditor, guest service agent I, guest service II, room control clerk, bell help, bell sergeant, door attendant, head door attendant, senior bell sergeant, working bell captain, parking attendant, parking valet, FIT reservation clerk, FIT reservation clerk I, FIT reservation clerk II, junior reservation clerk, senior FIT reservation, senior reservation clerk, housekeeper IA, housekeeping clerk, quality control, housekeeper IB, housekeeper II, housekeeper III, laundry attendant I, seamstress, bushelp, hosthelp, waithelp, banquet bus help, head banquet captain, banquet captain, head banquet porter, assistant head banquet porter, banquet porter, banquet wait help, purchasing clerk, senior store keeper, butcher, cook I, cook II, cook III, cook IV, pantry, pantry I, pantry II, head buffet runner, buffet foodrunner, head steward, utility steward, cafeteria server, Aloha Center attendant, relief assistant manager (Oceanarium Restaurant), head banquet bartender, banquet bartender, head bartender, assistant head bartender, bartender, pastry cook I, pastry cook II, pastry cook III, food and beverage audit income, night auditor, data processing clerk, senior cost control clerk, food and beverage cashier, network support specialist, diver level I, diver level II, diver level III, diver level IV, PBX operator, lead operator, maintenance 2nd, maintenance 1st, mechanic foreman, assistant/general maintenance, maintenance trainee, senior maintenance trainee, maintenance utility, assistant gardener, assistant head

gardener and gardener employed by the Employer at the Pacific Beach Hotel, located at 2490 Kalakaua Avenue, Honolulu, Hawaii, but excluding the president, the corporate general manager, corporate director of hotel operations, director of human resources, director of finance, director of sales and marcom (sic), director of revenue management, director of Far East Sales, director of food and beverage, director of facilities management, Pacific Beach Hotel director of front office services, director of IT, corporate controller, operations controller, financial controller, head cashiers (food and beverage), executive housekeeper, assistant executive housekeeper, restaurant managers, banquet managers, sous chefs, chief steward/stewards managers, Aloha Coffee Shop Manager, income auditor manager, sales administrative assistant, PBC FE/concierge, chief engineer, landscaping manager, and the accounts receivable manager, managers, assistant managers, administrative assistant to the director of sales and marketing, purchasing agent employees, confidential employees, guards and/or watchpersons and supervisors as defined in the Act.

WE WILL NOT unilaterally change your terms and conditions of employment during the course of collective bargaining without reaching a lawful impasse with the Union, or at any time without first notifying the Union and giving it an opportunity to bargain, including but not limited to restricting the exercise of previously-existing access rights of union agents to the hotel property, increasing housekeeping assignments in both the Beach and Ocean Towers, and the cessation of matching 401(k) contributions.

WE WILL NOT refuse to bargain in good faith with the Union by failing and refusing to furnish it with information the Union has requested that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees, including but not limited to 401(k) plans and employees who participated in the plans, grievances and discipline and related documents, work schedules and assignments, awards, benefits, financial data, and other terms and conditions of employment.

WE WILL NOT warn, suspend, or discharge you for supporting the Union, or any other labor organization, or because you engage in protected concerted activities.

WE WILL NOT place you under surveillance while you engage in union or other protected concerted activities.

WE WILL NOT deny union representatives access to our facility at variance with past practice, prior agreements, or the terms of collective-bargaining agreements.

WE WILL NOT undermine the Union by telling you that union agents are barred from entering the facility.

WE WILL NOT threaten your union agents with removal from the public sidewalk for passing out union literature or other protected concerted activity.

WE WILL NOT intimidate your union agents regarding lawful leafleting.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of the Board's Order, and twice weekly for a period of 8 weeks, publish in two publications of general local interest and circulation, chosen by the Board, copies of this notice, signed by our regional vice president of operations, Robert Minicola, or his successor, and an Explanation of Rights provided by the Board regarding your rights under Federal labor law.

WE WILL, within 14 days from the date of the Board's Order, mail a copy of this notice and the Explanation of Rights to the homes of all current employees, supervisors, and managers, and all former employees employed by us at any time since November 24, 2009. WE WILL maintain proofs of mailing as required by the Board.

WE WILL, no later than 21 days and no earlier than 14 days from the date of the Board's Order, mail a copy of its Decision and Order to all current employees, supervisors, and managers, and all former employees employed by us at any time since November 24, 2009, and WE WILL, within 7 days from the date of hiring, mail a copy of the Board's Decision and Order to all newly hired employees, supervisors, and managers. Mailings shall be sent to new employees for a period of 3 consecutive years from the date of the Board's Order. The mailing shall include a copy of a cover letter, provided by the Board, explaining that the Decision and Order are being mailed pursuant to the Board's Order and referencing the notice and the Explanation of Rights previously mailed to you. WE WILL maintain proofs of mailings as required by the Board.

WE WILL, for a period of 3 consecutive years from the date of the Board's Order, provide a copy of this notice and Explanation of Rights to all new employees, supervisors, and managers, within 7 days from the date on which their employment by us begins. WE WILL retain a copy of these documents provided to each individual in our records for the 3-year period, along with receipts and documentation evidencing the date and manner of their distribution as required by the Board.

WE WILL, within 14 days after service by the Region, post this notice and Explanation of Rights at our hotel in Honolulu, Hawaii, for a period of 3 consecutive years. In addition, WE WILL post the notice and the Explanation of Rights on our intranet and any other electronic message area, including email,

where we generally communicate with you.

WE WILL, within 14 days from the date of the Board's Order, convene meetings at our Honolulu, Hawaii hotel during working time, at which this notice and the Board's Explanation of Rights will be read to you, your supervisors, and managers. The meetings shall be held in the presence of a Board agent, and this notice and the Board's Explanation of Rights shall be read by Robert Minicola (or his successor) or, at our option, by the Board agent in the presence of Minicola (or his successor), Corine Watanabe, or John Hayashi. At least one of these three individuals (or their successors) must be in attendance at each reading, and each of the three individuals must attend at least one reading. WE WILL maintain sign-in sheets for supervisors and managers at these readings, give them copies of the notice and the Explanation of Rights at the meeting, and maintain receipts as required by the Board. In addition, WE WILL afford the Union reasonable notice and opportunity to have a representative present when this notice and the Explanation of Rights are read to employees. Translation shall be made available for anyone whose language of fluency is other than English. The meetings shall be for the above-stated purpose only. If you cannot attend the meeting to which you have been assigned, you will be able to attend another meeting during which the same reading shall take place under the same conditions. WE WILL allow you to attend the meeting without penalty or adverse employment consequences, either financial or otherwise.

WE WILL give notice to and, on request, bargain with the Union as your exclusive collective-bargaining representative before implementing any changes to terms and conditions of employment that are not contained in the collective-bargaining agreement, including but not limited to access to our property by union agents, payments to your 401(k) plans, and changed or increased room assignments for housekeeping employees. For any term and condition of employment contained in the collective-bargaining agreement, WE WILL obtain the Union's consent before implementing changes to any such term.

WE WILL rescind any unilateral change limiting the Union's access to our property that is at variance with past practice or the parties' agreements and WE WILL notify union agents Dave Mori and Carmelita Labtingao, both in writing and orally, that they are no longer barred, and that we will not deny union representatives access at variance with past practice or the parties' agreements. This will not enlarge or diminish any contractual rights secured by the Union in subsequent negotiations with us.

WE WILL, within 14 days from the date of the Board's Order, rescind our unlawful unilateral changes in your terms and conditions of employment, including but not limited to the increase in housekeeping assignments in both the Beach and

the Ocean Towers and the cessation of matching 401(k) contributions. This will not diminish or enlarge any contractual rights secured by the Union in subsequent negotiations with us.

WE WILL make Rhandy Villanueva whole for any loss of earnings or other benefits suffered as a result of our discrimination against him, less any net interim earnings, plus interest.

WE WILL make whole, with interest, all affected unit employees, including Marissa Julian, and former unit employees for any loss of earnings and other benefits suffered as a result of our unlawful unilateral change in housekeeping room assignments.

WE WILL compensate all affected unit employees and former unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for each unit employee.

WE WILL reimburse all affected unit employees and former unit employees for matching contributions to their 401(k) plans for the period January 1, 2010, to May 1, 2010, and make them whole for any other losses suffered as a result of the unlawful change.

WE WILL, within 14 days from the date of the Board's Order, offer Rhandy Villanueva full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights and privileges previously enjoyed.

WE WILL furnish to the Union in a timely manner all information requested by it in November 2009 and in April, May, June, July, and August 2010, including but not limited to full data regarding our financial state.

WE WILL reimburse the Union for its costs and expenses incurred in collective bargaining for all negotiations stemming from the violations found by the Board, including, for example, reasonable salaries, travel expenses, and per diems.

WE WILL pay to the Union the nonlitigation, nonbargaining expenses resulting from our unfair labor practices as found by the Board. Such expenses may include, but are not limited to, additional costs in communicating with you, holding meetings off-site due to our unlawful refusal to allow union agents on our property, and maintaining cohesion in the face of our violations when, because of our misconduct, the Union was unable to fully respond to your needs.

WE WILL within 14 days from the date of the Board's Order, remove from our files any references to the unlawful written warning, suspension, and termination

imposed on Rhandy Villanueva, and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that the warning, suspension, and termination will not be used against him in any way.

WE WILL within 14 days from the date of the Board's Order, remove from our files any references to the unlawful discipline imposed on Marissa Julian and any other employees in connection with our unlawful increase in housekeeping assignments, and WE WILL within 3 days thereafter, notify them in writing that this has been done and that the discipline will not be used against them in any way.

WE WILL, for a 3-year period following the date of the Board's Order, allow the Board or any of its duly-authorized representatives to obtain at any time, in both oral and documentary forms, discovery and evidence from us, our officers, agents, successors or assigns, employees, or former employees having knowledge concerning the posting and maintenance of the notice and the Explanation of Rights as well as the mailing of those documents and the Board's Decision and Order to all new employees and new supervisors and managers in compliance with the Board's Order. WE WILL make available, for inspection by the Board, proof of mailings, receipts, and sign-in sheets, as required.

HTH CORPORATION, PACIFIC BEACH CORPORATION, AND
KOA MANAGEMENT, LLC, A SINGLE EMPLOYER, D/B/A PACIFIC BEACH HOTEL

The Board's decision can be found at http://www.nlrb.gov/case/37-CA-007965 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington D.C. 20570 or by calling (202) 273-1940.

APPENDIX B

Explanation of Rights
POSTED, MAILED, AND PUBLISHED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

Employees covered by the National Labor Relations Act have the right to join together to improve their wages and working conditions, including by organizing a union and bargaining collectively with their employer, and also the right to choose not to do so. This Explanation of Rights contains important information about your rights under this Federal law. The National Labor Relations Board has ordered Pacific Beach Hotel to provide you with the Explanation of Rights to describe your rights and to provide examples of illegal behavior.

Under the National Labor Relations Act, you have the right to:

- Organize a union to negotiate with your employer concerning your wages, hours, and working conditions.
- Support your union in negotiations.
- Discuss your wages, benefits, other terms and conditions of employment, and collective-bargaining negotiations with your coworkers or your union.
- Take action with one or more coworkers to improve your working conditions.
- Strike and picket, depending on the purpose or means used.
- Choose not to do any of these activities.

It is illegal for your employer to:

- Threaten you with job loss or loss of pay or benefits, or threaten to close your workplace, if you support a union or act in support of collective bargaining.
- Question you about your union sympathies or activities, or the sympathies or activities of other employees, in circumstances where that questioning tends to interfere with, restrain or coerce you in the exercise of the rights listed above.
- Promise you benefits, such as promotions, pay raises, or better treatment, in order to discourage your support for the union or for collective bargaining.
- Make unilateral changes in your terms and conditions of employment without first providing your union with notice of the proposed changes and affording the union an opportunity to bargain about the changes, except in certain situations.
- Warn, suspend, discharge, transfer or reassign you to another shift or more difficult work because you have supported the union or acted in support of collective bargaining. It is also illegal for your employer to threaten to do

any of these things.

- Fire, lay off, transfer or reassign you to another shift or to more difficult work, or take other adverse action against you because you have filed an unfair labor practice charge or participated in an investigation conducted by the National Labor Relations Board. It is illegal for your employer to threaten to do any of these things.
- Spy on your activities in support of your union or collective bargaining. **There are rules that govern your employer's conduct during collective bargaining with your union.**
- Your employer must meet with your union at reasonable times to bargain in good faith about wages, hours, vacation time, insurance, safety practices and other mandatory subjects.
- Your employer must participate actively in the negotiations with a sincere intent to reach an agreement.
- Upon a request by the union, your employer is required to provide information to the union that it needs to do its job as your representative.
- Your employer must continue to bargain with the union after the contract expires and must not change existing working terms and conditions while bargaining continues.
- Your employer must honor any collective-bargaining agreement that it reaches with your union.
- Your employer cannot retaliate against you if you participate or assist your union in collective bargaining.

Illegal conduct will not be permitted. The National Labor Relations Board enforces the Act by prosecuting violations. If you believe your rights or the rights of others have been violated, **you should contact the NLRB promptly to protect your rights, generally within 6 months of the unlawful activity**. You may ask about a possible violation without your employer or anyone else being informed that you have done so. The NLRB will conduct an investigation of possible violations if a charge is filed. Charges may be filed by any person and need not be filed by the employee directly affected by the violation.

You can contact the NLRB's regional office, located at:
901 Market Street, Suite 400, San Francisco,
California 94103–1735

Or you can contact the NLRB by calling:
415–356–5130

For more information about your rights and about the National Labor Relations Board and the Act, visit the Agency's Website: http://www.nlrb.gov.

This is an official Government Notice and must not be defaced by anyone.

APPENDIX C

The enclosed Decision and Order is a ruling by the National Labor Relations Board, a federal agency responsible for administering the National Labor Relations Act. The Decision and Order describes violations of that Act which the Board found were committed by HTH CORPORATION, PACIFIC BEACH CORPORATION, AND KOA MANAGEMENT, LLC, A SINGLE EMPLOYER, D/B/A PACIFIC BEACH HOTEL, in Case 37-CA-007965 et al. This official document has been mailed to you in accordance with the remedy ordered by the Board in the enclosed Decision and Order, dated October 24, 2014.

You should have already received a copy of the Notice and Explanation of Rights which was required to be mailed to you within 14 days from the date of the Board's Order. These documents are intended to help explain your rights under the National Labor Relations Act and Pacific Beach Hotel's obligations to you under the Board's ruling.

If you have any questions, call 415-356-5130.

/s/ Regional Director
Region 20

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

HTH CORPORATION, PACIFIC BEACH CORPORATION AND KOA MANAGEMENT, A SINGLE EMPLOYER, D/B/A PACIFIC BEACH HOTEL	:	
Petitioner/Cross-Respondent	:	
v.	:	Nos. 14-1222 & 14-1283
NATIONAL LABOR RELATIONS BOARD	:	
Respondent/Cross-Petitioner	:	

CERTIFICATE OF SERVICE

I hereby certify that on June 2, 2016, I electronically filed the foregoing document with the Court for the United States Court of Appeals for the District of Columbia Circuit using the appellate CM/ECF system. I further certify that the foregoing document was served on all parties or their counsel of record through the appellate CM/ECF system.

s/Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1099 14th Street, NW
Washington, DC 20570

Dated at Washington, D.C.
this 2nd day of June, 2016