

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

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

Respondent,

and

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

Charging Party.

Case Nos. 28-CA-177639
28-CA-177647
28-CA-179488

**RESPONDENT TRUMP RUFFIN COMMERCIAL, LLC'S
ANSWER TO CONSOLIDATED COMPLAINT**

Respondent Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas (“Respondent”), pursuant to Section 102.20 of the National Labor Relations Board’s Rules and Regulations, hereby answers the Consolidated Complaint (the “Complaint”) in this case as follows:

ADMISSIONS AND DENIALS

1. Responding to Paragraph 1, subparagraphs (a) – (c) of the Complaint, Respondent admits the allegations contained therein on information and belief.

2. Responding to Paragraph 2, subparagraphs (a) – (d) of the Complaint, Respondent admits the allegations contained therein.

3. Responding to Paragraph 3 of the Complaint, Respondent admits the allegations contained therein.

4. Responding to Paragraph 4 of the Complaint, Respondent admits the allegations contained therein, except the following: Respondent denies that (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) is a supervisor within the meaning of Section 2(11) of the National Labor Relations Act (the “Act”), or an agent of Respondent within the meaning of Section 2(13) of the Act. Respondent also denies that it employs anyone named (b)(6), (b)(7)(C), and therefore, Respondent denies that (b)(6), (b)(7)(C) is a supervisor within the meaning of Section 2(11) of the Act, or an agent of Respondent within the meaning of Section 2(13) of the Act. Respondent further asserts that the correct job title for (b)(6), (b)(7)(C) is (b)(6), (b)(7)(C) Supervisor.

5. Responding to Paragraph 5 of the Complaint, Respondent denies the allegations contained therein.

6.

(a) Responding to Paragraph 6(a) of the Complaint, Respondent denies the allegations contained therein and avers that (b)(6), (b)(7)(C) did not have set start/stop times.

(b) Responding to Paragraph 6(b) of the Complaint, Respondent denies the allegations contained therein.

(c) Responding to Paragraph 6(c) of the Complaint, Respondent admits that on or about (b)(6), (b)(7)(C) 2016, Respondent issued verbal coaching to (b)(6), (b)(7)(C).

(d) Responding to Paragraph 6(d) of the Complaint, Respondent denies the allegations contained therein.

(e) Responding to Paragraph 6(e) of the Complaint, Respondent denies the allegations contained therein.

(f) Responding to Paragraph 6(f) of the Complaint, Respondent denies the allegations contained therein.

(g) Responding to Paragraph 6(g) of the Complaint, Respondent denies the allegations contained therein.

(h) Responding to Paragraph 6(h) of the Complaint, Respondent denies the allegations contained therein.

(i) Responding to Paragraph 6(i) of the Complaint, Respondent admits the allegations contained therein.

(j) Responding to Paragraph 6(j) of the Complaint, Respondent admits that on or about (b)(6), (b)(7)(C) 2016, Respondent issued verbal coaching to (b)(6), (b)(7)(C).

(k) Responding to Paragraph 6(k) of the Complaint, Respondent denies the allegations contained therein.

(l) Responding to Paragraph 6(l) of the Complaint, Respondent denies the allegations contained therein.

(m) Responding to Paragraph 6(m) of the Complaint, Respondent denies the allegations contained therein.

(n) Responding to Paragraph 6(n) of the Complaint, Respondent denies the allegations contained therein.

(o) Responding to Paragraph 6(o) of the Complaint, Respondent denies the allegations contained therein.

7.

(a) Responding to Paragraph 7(a) of the Complaint, Respondent admits the described unit constitutes an appropriate unit, but maintains it had no legal obligation to bargain with or on behalf of this unit.

(b) Responding to Paragraph 7(b) of the Complaint, Respondent admits the allegations contained therein and avers it has no legal obligation to bargain with the Union, as Respondent is challenging the election certification and maintains that the Union was improperly certified as the collective-bargaining representative of the unit employees.

(c) Responding to Paragraph 7(c) of the Complaint, Respondent denies the allegations contained therein, as Respondent maintains that the Union was improperly certified as the collective-bargaining representative of the unit employees.

(d) Responding to Paragraph 7(d) of the Complaint, Respondent denies the allegations contained therein.

(e) Responding to Paragraph 7(e) of the Complaint, Respondent denies the allegations contained therein and avers that (b)(6), (b)(7)(C) did not have set start/stop times.

(f) Responding to Paragraph 7(f) of the Complaint, Respondent denies the allegations contained therein.

(g) Responding to Paragraph 7(g) of the Complaint, Respondent denies the allegations contained therein.

(h) Responding to Paragraph 7(h) of the Complaint, Respondent denies the allegations contained therein.

(i) Responding to Paragraph 7(i) of the Complaint, Respondent denies the allegations contained therein.

(j) Responding to Paragraph 7(j) of the Complaint, Respondent denies the allegations contained therein.

(k) Responding to Paragraph 7(k) of the Complaint, the allegations contained therein merely state legal conclusions for which no response is required. To the extent a response is required, Respondent denies the allegations contained therein. Further, Respondent maintains it had no legal obligation to bargain with the Union, as the Union was improperly certified as the collective-bargaining representative of the unit employees. Further, Respondent had no duty to bargain with the Union for the additional reasons that Respondent has lawfully acted in accordance with the terms of established past practice, and that the alleged changes, if made, were *de minimis* in nature and were not material, substantial, and significant.

(1) Responding to Paragraph 7(1) of the Complaint, Respondent denies the allegations contained therein. Respondent does not deny it has not bargained with the Union, but maintains it had no legal obligation to recognize or bargain with the Union in light of illegal and objectionable union and agent election misconduct, rendering improper the certification of the Union as the collective-bargaining representative of unit employees. Further, Respondent had no duty to bargain with the Union for the additional reasons that Respondent has lawfully acted in accordance with the terms of established past practice, and that the alleged changes, if made, were *de minimis* in nature and were not material, substantial, and significant.

8. Responding to Paragraph 8 of the Complaint, Respondent denies the allegations contained therein.

9. Responding to Paragraph 9 of the Complaint, Respondent denies the allegations contained therein.

10. Responding to Paragraph 10 of the Complaint, Respondent denies the allegations contained therein.

11. Responding to Paragraph 11 of the Complaint, Respondent denies the allegations contained therein.

AFFIRMATIVE DEFENSES

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

FIRST AFFIRMATIVE DEFENSE

1. The Complaint and each unfair labor practice alleged therein fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

2. The Complaint and each unfair labor practice alleged therein are barred, in whole or in part, by the applicable statute of limitation, including, but not limited to, Section 10(b) of the Act.

THIRD AFFIRMATIVE DEFENSE

3. The Complaint and each unfair labor practice alleged therein are barred, in whole or in part, on the grounds that Respondent treated all employees lawfully and pursuant to the terms of established past practice.

FOURTH AFFIRMATIVE DEFENSE

4. The right, if any, to administratively pursue any of the unfair labor practices alleged in the Complaint against Respondent has been waived by reason of the actions and course of conduct of the Union.

FIFTH AFFIRMATIVE DEFENSE

5. Respondent's alleged actions were undertaken in good faith and for good cause, with the absence of unlawful intent, and constitute lawful, proper and justified means to further the purpose of Respondent to engage in and continue its business activities.

SIXTH AFFIRMATIVE DEFENSE

6. The Complaint and each unfair labor practice alleged therein are barred, in whole or in part, on the grounds that even assuming, *arguendo*, the allegations occurred as alleged, which they did not, each unfair labor practice alleged constitutes isolated and/or

de minimis violations of the Act, which have little or no meaning in effectuating the purposes of the Act.

SEVENTH AFFIRMATIVE DEFENSE

7. The Complaint and each unfair labor practice alleged therein fail on the grounds that the Regional Director's Certification of Representative in Case 28-RC-153650 was improperly issued and in error, and accordingly, there can be no finding against Respondent of an unlawful failure to provide the Union with notice and opportunity to bargain in violation of Section 8(a)(1) and (5) of the Act. Respondent reasserts and does not waive any defenses or arguments presented to the National Labor Relations Board in Case 28-RC-153650.

EIGHTH AFFIRMATIVE DEFENSE

8. The Complaint and each unfair labor practice alleged therein are barred, in whole or in part, on the grounds that such allegations are not contained in, and/or fall outside the scope of, an underlying unfair labor practice charge that was timely filed with the National Labor Relations Board.

NINTH AFFIRMATIVE DEFENSE

9. Respondent has not violated Section 8(a)(1) of the Act, as Respondent has not interfered with, restrained, or coerced employees in the exercise of their rights protected by the Act.

TENTH AFFIRMATIVE DEFENSE

10. Respondent has not violated Section 8(a)(3) of the Act, as Respondent has not discriminated in the hiring, wages, tenure, or terms or conditions of employment of any employee in the unit.

ELEVENTH AFFIRMATIVE DEFENSE

11. The Complaint and each unfair labor practice alleged therein are barred, in whole or in part, on the grounds that the Complaint's allegations are impermissibly vague such that Respondent is unable to adequately understand the charges and issues presented for hearing and has effectively been denied due process.

TWELFTH AFFIRMATIVE DEFENSE

12. The Complaint and each unfair labor practice alleged therein claiming Respondent took adverse employment actions on the basis of protected, concerted, and/or union activity are barred, in whole or in part, on the grounds that Respondent would have taken the same actions absent any such alleged protected activity.

THIRTEENTH AFFIRMATIVE DEFENSE

13. The Complaint and each unfair labor practice alleged therein that claims an employee in the position of (b)(6), (b)(7)(C) is a "supervisor" or "agent" of Respondent within the meaning of the Act are barred, in whole or in part, on the grounds that such allegations have been waived insofar as the Union, with the approval of Region 28 of the National Labor Relations Board, agreed to a bargaining unit that *includes* all employees of Respondent employed in the position of Room Inspector.

Respondent expressly reserves the right to amend this Answer in order to add or remove affirmative defenses, as may be warranted.

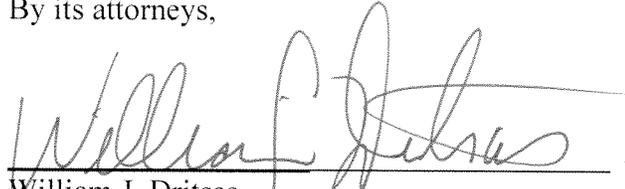
WHEREFORE, Respondent respectfully requests that the Complaint be dismissed in its entirety with prejudice and that Respondent be granted such other relief as may be proper.

Submitted this 14th day of October, 2016.

Respectfully submitted,

TRUMP RUFFIN COMMERCIAL, LLC

By its attorneys,

A handwritten signature in black ink, appearing to read "William J. Dritsas", is written over a horizontal line.

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CERTIFICATE OF SERVICE

I do hereby certify that I caused a true and correct copy of the foregoing **RESPONDENT'S ANSWER TO CONSOLIDATED COMPLAINT** to be served upon the following individuals, via the National Labor Relations Board's e-filing system and email on this 14th day of October, 2016:

Cornele A. Overstreet, Regional Director (via e-file)
National Labor Relations Board, Region 28
2600 North Central Ave, Suite 1400
Phoenix, AZ 85004-3099

Local Joint Executive Board of Las Vegas (via e-mail)
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By: 

Attorney for Respondent