

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 34

U.S. COSMETICS CORPORATION

and

CASE 01-CA-135282

TYLER HOAR, An Individual

U.S. COSMETICS CORPORATION

AND

CASE 01-CA-139115

WILLIAM ST. HILAIRE, An Individual

**AFFIDAVIT OF SERVICE OF: COUNSEL FOR THE GENERAL COUNSEL'S AND
RESPONDENT'S JOINT MOTION TO REMAND THE "RULES"
ALLEGATIONS TO THE ACTING REGIONAL DIRECTOR FOR
FURTHER PROCESSING**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 30, 2018, I served the above-entitled document(s) by Email or **regular mail** upon the following persons, addressed to them at the following addresses:

Kristan Peters-Hamlin
Peters Hamlin LLC
37 North Avenue, Suite 201
Norwalk, CT 06851
kph@petershamlinlaw.com

Richard B. Hankins, Attorney
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1230 Peachtree St NE, Suite 2100
Atlanta, GA 30309-3374
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Mr. Tyler Hoar
65 Pomfret Street
Putnam, CT 06260
Regular Mail

Robert V. Scalise, Esq.
158 Main Street, Suite 7
P.O. Box 205
Putnam, CT 06260
rvs@scaliselaw.com

Mr. William St. Hilaire
345 Kennedy Drive
Putnam, CT 06260
billsthilaire@yahoo.com

November 30, 2018

Elizabeth C. Person, Designated Agent of NLRB

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

U.S. COSMETICS CORPORATION

and

TYLER HOAR, AN INDIVIDUAL

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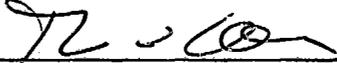
**COUNSEL FOR THE GENERAL COUNSEL'S AND RESPONDENT'S JOINT MOTION
TO REMAND THE "RULES" ALLEGATIONS TO THE ACTING
REGIONAL DIRECTOR FOR FURTHER PROCESSING**

ALJ Ira Sandron issued his Decision and Recommended Order in this case on May 17, 2016, finding, inter alia, that Respondent violated Section 8(a)(1) of the Act by maintaining certain allegedly overbroad work rules. Respondent filed exceptions, and the General Counsel filed limited cross exceptions. On October 30, 2018, the Board issued a Notice to Show Cause in this matter, asking the parties to show cause by November 13, 2018 why the complaint allegations concerning the allegedly unlawful work rules should not be severed from the case and remanded to the ALJ for further proceedings. On November 8, 2018, the parties filed a joint motion asking for more time to respond, until November 30, 2018, to allow time for settlement discussions of the "rules" allegations.

Counsel for the General Counsel and Respondent have now reached agreement on terms of an informal bilateral Board settlement of the "rules" portion of this consolidated case. A copy, signed at this time only by the Region, the Respondent, and counsel for Charging Party Tyler Hoar, is attached as Exhibit 1. However due to the press of time, we have not been able to secure the signature on the settlement agreement from the second individual Charging Party, William St. Hilaire. Counsel for the General Counsel has contacted him by phone, but the call has not been returned to date. Accordingly, as this partial settlement promotes the purposes and policies of the Act and avoids further litigation of the "rules" allegations, we jointly move that this portion of the case be remanded to the Acting Regional Director for further processing of the settlement.

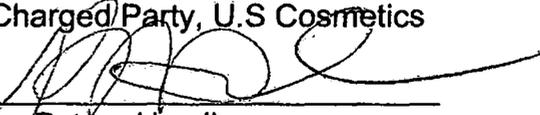
Dated: November 30, 2018

Respectfully submitted,



Thomas E. Quigley
Supervisory Attorney
National Labor Relations Board
Subregion 34/Region One
Hartford, Connecticut

The Charged Party, U.S Cosmetics

BY: 

Kristan Peters-Hamlin
PETERS HAMLIN LLC
37 North Ave., suite 201
Norwalk, CT, 06851

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
PARTIAL SETTLEMENT AGREEMENT

IN THE MATTER OF

U.S. Cosmetics Corporation

**Cases 01-CA-135282
01-CA-139115**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO PARTIALLY 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 agreed upon Notice to the Charged Party in English 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 locations where notices to employees are usually posted at the Employer's location at 110 Louisa Viens Drive, Dayville, CT ("Dayville facility"). The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING — The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at its "Dayville facility" and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting.

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

SCOPE OF THE AGREEMENT — This Agreement settles only the Handbook and "rules" allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, 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.

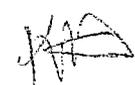
PARTIES TO THE AGREEMENT — If any Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue 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 to the Charged Party through its counsel of record.

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 any 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.

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 any 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(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party		Charging Party	
U.S. Cosmetics Corporation		Tyler Hoar William St. Hilaire	
By: Name and Title	Date	By: Name and Title	Date
Kristan Peters-Hamden Counsel for USCC 	Nov. 30 2018		
Recommended By:	Date	Approved By:	Date
 THOMAS E. QUIGLEY Supervisory Attorney, Subregion 34/Region One National Labor Relations Board	11/30/18	PAUL J. MURPHY Acting Regional Director, Region 1 National Labor Relations Board	



(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 maintain the following rules that were eliminated in the September 2015 revised handbook:

- (1) Code of Ethics and Conduct: "Under no circumstances may an employee ...discuss your pay rate with other employees, or ask fellow employees about their pay rate."
- (2) Payment of Wages: "Pay rates are personal and confidential and are not to be shared with fellow employees."
- (3) Confidentiality: "All inquiries from the media must be referred to Human Resources."
- (4) Social Media – Acceptable Use: "Employees may not post financial information about the company, employees or applicants."

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under Section 7 of the Act, as set forth at the top of this notice.

WE WILL revise or rescind the following rules that appear in our employee handbook, and advise you in writing of such removal or revisions:

- (1) "Welcome": "This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except USCC employees and others affiliated with USCC whose knowledge of the information is required in the normal course of business."
- (2) Confidentiality, relating to other parties with whom the Company does business: the provision stating that "It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a 'need to know.' If an employee questions whether certain information is considered confidential, he/she should first check with his/her immediate supervisor."

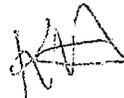
U.S. Cosmetics Corporation

(Employer)

Dated: Nov 28 2018 By:


(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.

450 Main Street, Suite 410
Hartford, CT 06103-3078

Telephone: (860) 240-3522
Hours of Operation: 8:30 a.m. to 5 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.

Handwritten initials

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
PARTIAL SETTLEMENT AGREEMENT

IN THE MATTER OF

U.S. Cosmetics Corporation

**Cases 01-CA-135282
01-CA-139115**

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RVS

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Charged Party		Charging Party	
U.S. Cosmetics Corporation		Tyler Hoar William St. Hilaire	
By: Name and Title	Date	By: Name and Title	Date
		<i>Scott V. Aeschke</i> Attorney for Charging Party Tyler Hoar	11/30/18
Recommended By:	Date	Approved By:	Date
<i>Thomas E. Quigley</i> THOMAS E. QUIGLEY Supervisory Attorney, Subregion 34/Region One National Labor Relations Board	11/30/18	PAUL J. MURPHY Acting Regional Director, Region 1 National Labor Relations Board	

