

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13**

**OMNI HOTELS MANAGEMENT  
CORPORATION**

**and**

**Case 13-CA-250528**

**UNITE HERE LOCAL 1**

**COUNSEL FOR THE GENERAL COUNSEL'S BRIEF TO THE BOARD**

Respectfully Submitted:

*/s/ Emily O'Neill*

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Emily O'Neill

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National Labor Relations Board, Region 13

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**I. Statement of the Case**

The Regional Director issued the Complaint in this case on March 18, 2020, alleging that Respondent unilaterally discontinued its practice of granting an annual wage increase to its Unit employees, which should have taken effect September 1, 2019, without providing the Union with notice and an opportunity to bargain. On June 30, 2020, the parties filed a Joint Motion with the Board to waive a hearing and decision by an Administrative Law Judge, and to submit the case to the Board on a stipulated record for issuance of a decision and order. The Board granted the parties' motion on August 11, 2020, and invited the parties to file briefs.

**II. Statement of the Facts**

**A. Background**

Respondent operates a hotel in Chicago, Illinois. UNITE HERE Local 1 (the Union) filed a petition to represent Respondent's food and beverage employees (the Unit) and an election was conducted on July 10, 2019.<sup>1</sup> Joint Stipulation of Facts at par. 4. The Unit includes restaurant, in-room dining, and banquet employees. *Id.* The Union was certified as the collective-bargaining representative of the Unit employees on July 18, 2019. *Id.*

**B. Respondent's Longstanding Practice of Granting Annual Wage Increases**

Respondent has historically implemented an annual wage increase each fall for its Unit employees. Since at least 2002, Respondent has regularly scheduled this wage increases to occur in September or October with only a single exception. More specifically, between 2005 and 2013, the increases were given on October 1, except in 2009 when Respondent, like many

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<sup>1</sup> All dates hereafter are in 2019 unless otherwise indicated.

employers, forewent its October increase amid a historic recession.<sup>2</sup> Id. at par. 15-39. Then, beginning in 2014, Respondent changed this date to September 1. Id. at par. 40-48. The timing of these increases has coincided with employees' annual performance reviews. Id. at par. 7. However, since 2002, the increases have not been tied to employees' individual performance but rather were uniform within classifications, with very limited exceptions.<sup>3</sup> Id. at par. 7; R. Statement of Position at pp. 2-3.

The amounts of the raises have varied slightly from year to year, but have fallen within a narrow range of 3-4.2 percent, or 10-45 cents for tipped employees and 20 cents - \$1.10 for non-tipped employees. That range became even narrower beginning in 2014, when Respondent ended its nine-year practice of giving an additional wage increase on or around April 1 (see footnote 2, supra). Since 2014, Respondent's September 1 wage increases have ranged from 3-4.2 percent and 34-46 cents for tipped employees and 69-93 cents for non-tipped employees. Joint Stipulation of Facts at par. 40-48. In the 10 years prior to 2014, the wage increase for most tipped employees was either 10 or 15 cents, except in 2006 when it was 45 cents and in 2012 when it was 18 cents. Id. at par. 18-39. During that same period, the increase for the majority non-tipped employees was between 20-35 cents, except in 2005 when it was 3 percent and in 2006 when it was \$1.10. Id.

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<sup>2</sup> Between these years Respondent also granted an additional wage increase each year, typically on April 1, but on two occasions in March. Respondent ended that practice in 2014, at which point it began giving a single larger wage increase on September 1. Joint Stipulation of Facts at par. 19-39.

<sup>3</sup> These limited exceptions occurred early between 2002 and 2005, when a few individuals received increases that differed from other employees within their classification, and then again between 2006 or 2007 and 2017 when banquet servers and supervisors were excluded from wage increases. Joint Stipulation of Facts at par. 15-20; 23-24.

Further, since at least 2015, virtually all Unit employees have received wage increases at the same time and in the same amounts as Respondent's other hourly employees.<sup>4</sup> Thus, in 2015, most Unit employees received the same 3 percent raise as housekeeping, front office, guest services, and security employees.<sup>5</sup> *Id.* at par. 41-42. In 2016, most Unit employees received the same 4 percent increase as housekeeping, front office, guest services, and security employees.<sup>6</sup> *Id.* at par. 43-44. In 2017 all Unit, housekeeping, front office, guest services, and security employees received either 46 or 93 cents, depending on whether they were tipped or non-tipped, save for the bellpersons. *Id.* at par. 45-46. And, in 2018, all Unit, housekeeping, front office, guest services, and security employees received the same 3.5 percent increase. *Id.* at par. 47-48.

Finally, while various factors may have been considered, a survey of local comparable wages was the primary criterion used to calculate the annual wage increases. *Jt. Exh. I.*

### **C. Respondent Withheld the 2019 Annual Wage Increases from the Unit Employees After They Selected the Union as their Collective-Bargaining Representative**

After the Union's certification as the bargaining representative of the Unit employees in July, the parties began negotiating a collective-bargaining agreement on August 6. At no point did Respondent mention its plan to discontinue the upcoming wage increases for the newly represented employees. *Joint Stipulation of Facts* at par. 5. In September, Respondent conducted its regularly scheduled performance reviews, including for the Unit employees. *Id.* at par. 7-8. This year, however, for the first time in 18 years, Respondent eliminated the accompanying wage increase for the Unit employees. *Id.* at par. 8. At the same time, Respondent continued to grant the wage increase to all *unrepresented* hourly employees,

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<sup>4</sup> The record is silent as to the history of wage increases for non-Unit employees prior to 2015.

<sup>5</sup> As previously noted, banquet servers and supervisors received no increase this year and in-room dining servers received a 4.2 percent raise.

<sup>6</sup> Banquet servers and supervisors received no increase this year.

including housekeeping, front office, guest services, and security employees, effective September 1. *Id.* at par. 6. It is undisputed that Respondent made the unilateral decision to withhold the annual wage increase from the Unit employees without even informing the Union, let alone providing it with an opportunity to bargain the change. *Id.* at par. 8.

Upon learning of the wage increase, the Union contacted Respondent to urge reconsideration of its action and provide an opportunity to rectify the unilateral elimination of the annual wage increase on October 10. *Id.* at par. 9. The Union provided a second opportunity when the parties convened for contract negotiations. *Id.* at par. 11. Respondent, however, declined to honor its past practice and refused to reverse its decision and implement the scheduled September 1 wage increase for the Unit employees. *Id.*

### **III. Respondent Unilaterally Withheld the 2019 Wage Increase from the Unit Employees in Violation of Section 8(a)(5)**

#### **A. The Wage Increases are an Established Term and Condition of Employment**

An employer violates Section 8(a)(5) when it unilaterally changes a term or condition of employment without first providing the union with notice and an opportunity to bargain. *NLRB v. Katz*, 369 U.S. 736, 747 (1962). Thus, at the outset of a bargaining relationship, employers are required to maintain the status quo regarding any mandatory subject of bargaining, absent notice and opportunity to bargain. *Id.* As the Board recently observed, when, as here, an employer has established a practice of granting regular wage increases, maintaining the status quo actually requires the employer to make a change to wages, consistent with its past pattern of change. *Care One at New Milford*, 369 NLRB No. 109, slip op. at 7 (2020). This is so even when the wage increases involve an exercise of discretion because, as the Board recognized in *Raytheon*, discretionary aspects of a practice are as much a part of the status quo as the non-discretionary aspects. *Raytheon Network Centric Systems*, 365 NLRB No. 161, slip op. at 21 (2017).

Discretionary raises become a fixed term and condition of employment when, as here, they have followed a consistent pattern, occurring at the same time each year for a number of years such that employees have come to regularly expect them. *Daily News of Los Angeles*, 315 NLRB 1236, 1236 (1994), *enfd.* 73 F.3d 406 (D.C. Cir. 1996), *cert. denied* 519 U.S. 1090 (1997); see also *Rural/Metro Medical Services*, 327 NLRB 49, 51 (1998). The factors relevant to this determination include “the number of years that the program has been in place, the regularity with which raises are granted, and whether the employer used fixed criteria to determine whether an employee will receive a raise, and the amount thereof.” *Daily News of Los Angeles*, *supra*; see also *Mission Foods*, 350 NLRB 336, 337 (2007). Thus, the Board has uniformly ruled that where, as here, an employer maintains a practice of granting wage increases that are fixed as to timing but variable in amount, a unilateral discontinuance of that practice is unlawful. See, e.g., *Teco Peoples Gas*, 364 NLRB No. 124 (2016); *Arc Bridges, Inc.*, 355 NLRB 1222 (2010), *enf. denied* 662 F.3d 1235 (D.C. Cir. 2011); *United Rentals, Inc.*, 349 NLRB 853 (2007); *Rural/Metro Medical Services*, *supra*; *Bryant & Stratton Business Institute*, 321 NLRB 1007 (1996), *enfd.* 140 F.3d 169 (2nd Cir. 1998); *Daily News of Los Angeles*, *supra*; *Central Maine Morning Sentinel*, 295 NLRB 376 (1989).

For example, in *Daily News of Los Angeles* and *United Rentals*, *supra*, the employers had maintained a practice of regularly adjusting wages based on employees’ annual merit reviews and other criteria for three and four years, respectively. Similarly, in *Bryant & Stratton Business Institute*, wage increases were granted to employees based on their annual performance reviews, which occurred either on their anniversary date or in July. 321 NLRB at 1018. The employer had followed this practice for 10 years with only a single exception, when increases were suspended for economic reasons. Likewise, in *Lee’s Summit Hospital*, the employer was found

to have established a practice of granting wage increases between 2-3 percent each year, based on market wages and profitability, in all but one of the preceding five years, also due to economic conditions. 338 NLRB at 843-44. Finally, *Central Maine Morning Sentinel*, involved annual raises that were entirely discretionary in amount, based primarily on area wage rates. 295 NLRB at 377-78.

As here, each of those cases involved wage increases given at regular specified intervals but which varied in amount subject to the employer's discretion. In each case, the Board ruled that the exercise of discretion as to the amounts was not fatal to its conclusion that the wage increases had become a term and condition of employment which the employers were required to maintain post certification.

In this case, Respondent's scheduled wage increases were in place far longer than any of the above-cited cases. As detailed above, for 17 years, the Unit employees received a wage increase in September or October with a single exception, in 2009. Since 2005, the timing has been fixed as to a specific date. From 2005 to 2013 increases became effective on October 1, and between 2014 through 2018 the increases became effective September 1 of each year. Notably, all hourly non-Unit employees continued to receive their September 1 wage increase in 2019. Thus, even looking only at Respondent's most recent five-year history of effectuating raises on September 1, that practice was in place longer than the practices in both *Daily News of Los Angeles* and *United Rentals*.

Given this long history, there can be no doubt that the Unit employees rightfully expected that they, too, would be receiving their annual wage increase on September 1. To be sure, the Board need not guess whether Respondent would have given a raise in the absence of the Union's certification, because the non-Unit employees all received raises on schedule. Thus,

while the amounts of the raises may have varied slightly from year to year, the decision to grant a raise did not. Indeed, that expectation prompted the Union to contact Respondent on October 10 to inquire as to why all other employees received their wage increases following their annual performance reviews while the Unit employees had not.

Respondent will argue that its earlier, pre-2014 history of granting an additional wage increase in March or April between undermines the regularity of its historic practice of granting wage increases in September or October. However, that Respondent previously gave additional increases in prior years has no bearing on the regularity of the increase at issue. See, e.g., *Arc Bridges*, 355 NLRB at 1224 (finding that annual increases in July, having occurred in three of eight preceding years, constituted an established practice notwithstanding the conferral of additional wage increases at other times of the year); *United Rentals*, 349 NLRB at 858 (other wage increases throughout the year did not “detract from the regularity” of employer’s annual April 1 increase).

In addition to the regularity of the scheduled raises, as in the previously cited cases and detailed above, the raises have fallen within a very narrow range. For example, since 2015 in particular, the increases ranged from 3 to 4.2 percent, except in 2017, when the raises were either 46 or 93 cents (depending on whether the employee was tipped or non-tipped), rather than a set percentage of employees’ wage rates. The Board has found raises of greater ranges to constitute an established term and condition of employment. For example, the *Daily News of Los Angeles* raises varied from 3 to 5 percent and those in *Mission Foods* varied from 1.5 to 7.1 percent. See 315 NLRB at 1236; 350 NLRB at 338, fn. 6 and case cited therein (where raises ranged from 1.5 to 8.5 percent).

That not all employees received wage increases each year is not dispositive in analyzing whether Respondent's practice had become a condition of employment. For example, in both *Daily News of Los Angeles*, 315 NLRB at 1236, and *Mission Foods*, 350 NLRB at 337, only about 80 percent of employees ultimately received increases based on their performance appraisals. Here, between 2006 and 2017, banquet servers did not receive any wage increases and between 2007 and 2017 banquet supervisors did not receive wage increases. The record is silent as to what percentage of the Unit these employees comprise. Significantly, however, the exclusion of those specific classifications represented a fixed feature of Respondent's practice, such that it was predictable and would have come to be anticipated by those affected employees from year to year.

Finally, Respondent will likely argue that it considered various factors in determining the amounts of raises and not a fixed set of criteria. First, the narrow range of the wage increases over the years belies Respondent's claim that the weight given to various factors altered significantly from year to year. And critically, while Respondent may have taken into account various considerations, including profitability and local area wage rates, the evidence reveals that remaining competitive in the labor market (i.e. area wage surveys) was the principal factor, as directed by its corporate office. During the investigation of the underlying charge, the investigating Board Agent specifically asked Respondent "how wage increases were determined." Joint Stipulation of Facts at par. 50. In response, Respondent's attorney submitted that the "motivating factor" in calculating wage increases was to "attract and retain talent."<sup>7</sup> It.

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<sup>7</sup> Respondent's anticipated objection to the admissibility of the e-mail contained in Joint Exhibit I must be overruled under established Board precedent. It is well settled that an attorney's position letters are admissions. See NLRB Division of Judges Bench Book § 16-801.3 Admission or Statement by Opposing Party and cases cited therein. Although the Board, in *Kaiser Aluminum*, 339 NLRB 829 (2003), held that a charging party does not waive the work

Exh. I. This is consistent with Respondent's practice of determining the raise amount according to classification, rather than by individual employee performance. Inasmuch as this directive and objective was the overarching consideration each year, it demonstrates a fixed criterion and supports a finding that the wage increases were an established term and condition of employment.

Regardless, that Respondent also considered other factors does not preclude a finding that the wage increases had become an established pattern and practice because the Board has consistently found discretionary raises based on a combination of factors to be established terms and conditions. In *United Rentals*, for example, the employer considered the employer's budget, employees' position and corresponding salary range, and employees' performance ratings to determine an initial raise recommendation, which it could then adjust on a purely discretionary basis. 349 NLRB at 853-54. Respondent's calculations were even less variable, inasmuch as they have not been based on individual performance but were rather uniform in amount within each classification. In fact, as detailed above, since at least 2015, the wage increases were also virtually identical across non-Unit classifications as well.

The Board must reject Respondent's misplaced reliance on *American Mirror Co.*, 269 NLRB 1091 (1984), as it did in *Daily News of Los Angeles*, 315 NLRB at 1240-41. Whereas here Respondent's wage increases were regularly scheduled, the *American Mirror* raises had been given at random irregular intervals and, consequently, the employer's decision to not grant them did not constitute a change. 269 NLRB at 1092, fn. 2. Here, on the other hand,

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product privilege by submitting a position statement to the Board, the Board did not overrule or otherwise signal that it was reconsidering its treatment of respondent position statements as admissions, nor has it done so when given subsequent opportunities. See, e.g., *UNITE HERE (Sam's Town Hotel and Gambling Hall Tunica)*, 357 NLRB 38, 38 fn. 2 (2011); see also *Evergreen America*, 348 NLRB 178, 187-88 (2006).

Respondent's withholding of its annual raise on September 1 was a clear departure from a longstanding practice.

*News Journal Co.*, 331 NLRB 1331 (2000), is also readily distinguished. There, the Board found that the employer's granting of merit increases to certain employees at the conclusion of their probationary period was not automatic, was highly subjective, and within the exclusive discretion of a single individual. Most importantly, while the number of increases had decreased, there was no evidence that the practice had been altered or discontinued. *Id.* at 1332. Here, on the other hand, the raises were regularly scheduled to occur on or around the same date each year for at least 17 years, were granted to the majority of employees using the same criteria, and the amount of the raises fell within a narrow range.

Thus, the undisputed evidence readily establishes that Respondent's annual wage increases had become an established pattern and practice over many years, and one that employees had come to expect, down to a specific date. As such, it cannot be disputed that the practice had become a term and condition of employment within the meaning of Section 8(d).

**B. Respondent did not Notify the Union of its Decision to Eliminate the Wage Increase for Unit Employees in Violation of Section 8(a)(5) and (1)**

Under Sections 8(a)(5) and 8(d) of the Act, upon commencement of a new collective-bargaining relationship, an employer is required to maintain the status quo with respect to wages unless it affords the union notice and an opportunity to bargain. *NLRB v. Katz*, 369 U.S. 736, 747 (1962). As the Board recently explained, maintaining the status quo sometimes requires that an employer make changes, such as when the employer has an established practice of granting raises each year. See *Care One at New Milford*, 369 NLRB No. 109, slip op. at 7 (2020). For the reasons outlined above, this is so even when such annual raises involve an exercise of discretion. *Id.*; see also *Raytheon Network Centric Systems*, 365 NLRB No. 161, slip op. at 13 (2017);

*Central Maine Morning Sentinel*, 295 NLRB 376 (1989). Inasmuch as Respondent's annual wage increases had become a fixed term and condition of employment, it was obligated to notify and bargain with the Union before it eliminated the practice.

It is undisputed that Respondent never communicated its intention to withhold annual raises from the Unit employees to the Union. Further, despite opportunities to reverse the unilateral change, Respondent refused. Respondent defended its actions by arguing that the Act prohibited it from continuing to grant annual wage increases because the employees' current wages represented the status quo. Jt. Exh. G. The Board addressed that very argument in *Care One at New Milford*, supra, when it specifically reaffirmed that maintaining the status quo requires an employer to make changes to wage rates when the employer has a historic practice of adjusting wages.

Respondent argues next that the legions of cases, including those cited herein, are either distinguishable or have been incorrectly decided in conflict with *Katz*, supra. For the reasons discussed above, such cases cannot, in fact, be meaningfully distinguished from the facts of this case. Likewise, the argument that such cases are inconsistent with *Katz* has been rejected by the Board and the Court in *Daily News of Los Angeles* and in subsequent cases, including most recently in *Care One at New Milford*, where the Board stated, "where an employer has an established practice of granting raises every year, *Katz* prohibits the employer from materially deviating from that practice without affording the union notice and an opportunity to bargain. 369 NLRB 109, slip. op. at 5; see also *Daily News of Los Angeles v. NLRB*, 73 F.3d 406, 411 (D.C. Cir. 1996) ("in some circumstances it will be an unfair labor practice to grant unilaterally a wage increase, and ... in other circumstances it will be an unfair labor practice to deny unilaterally a wage increase. The Act is violated by a unilateral *change* in the existing wage

structure whether that change be an increase or the denial of a scheduled increase.”) (internal citation omitted); also *NLRB v. Dothan Eagle, Inc.*, 434 F.2d 93, 98 (5th Cir. 1970) (“The cases make it crystal clear that the vice involved in both the unlawful increase situation and the unlawful refusal to increase situation is that the employer has *changed* the existing conditions of employment. It is this *change* which is prohibited and which forms the basis of the unfair labor practice charge.”); accord *United Rentals*, supra.

Having not communicated or bargained over its annual wage increases, Respondent was not privileged to change the practice simply because the employees were now represented at the bargaining table. Respondent accuses the Board’s precedent on this subject as allowing the union to have “the best of both worlds” but, if anything, Respondent’s elimination of wage increases solely for the Unit employees while it continued the practice for all other employees gave it an unfair advantage at the bargaining table. Accord *Lee’s Summit Hospital*, 338 NLRB at 843-44.

In sum, Respondent’s annual wage increases had become a fixed term and condition of employment which Respondent was obligated to maintain while the parties negotiated an initial contract. Its failure to provide the Union with notice and the opportunity to bargain before eliminating the practice and withholding the September 1 increase for Unit employees violated Section 8(a)(5).

#### **IV. Conclusion and Remedy**

Based on the foregoing, Respondent’s annual wage increases was an established practice and term and condition of employment regularly expected by employees under Section 8(d) and, therefore, Respondent violated Section 8(a)(5) and (1) when it unilaterally withheld wage increases for the Unit employees without first providing the Union with notice and an

opportunity to bargain. Consequently, Counsel for the General Counsel seeks a Board Order requiring Respondent to immediately:

1. Cease and desist its unlawful conduct in all respects;
2. Fully remedy its unlawful unilateral decision to withhold employees' annual wage increase by implementing the wage increase scheduled for September 1, 2019, and making such employees whole for the loss of earnings suffered as a result of the unlawfully withheld wage increases, including appropriate backpay, interest, and compensation for adverse tax consequences, as applicable;
3. Post the attached proposed Notice to Employees at its Chicago, Illinois location.

Counsel for the General Counsel requests further that the Board order any other relief deemed just and proper to effectuate the purposes of the Act.

Dated this 1<sup>st</sup> of September, 2020

Respectfully Submitted:

/s/ Emily O'Neill  
Emily O'Neill  
Counsel for the General Counsel  
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219 S. Dearborn, Suite 808  
Chicago, Illinois 60604

**APPENDIX**

**NOTICE TO EMPLOYEES  
POSTED BY 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.

**THE NATIONAL LABOR RELATIONS ACT 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** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** change the terms and conditions of employment of our food and beverage department unit employees by withholding wage increases without first giving UNITE HERE Local 1 notice and an opportunity to bargain.

**WE WILL** make whole our food and beverage department unit employees for the wages they lost when we unlawfully withheld their September 1, 2019 wage increase, with interest.

**WE WILL** compensate employees entitled to backpay under the terms of the Board's Order for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 13, a report allocating the payments to the appropriate calendar years for each employee.

**Omni Hotels Management Corp.**

\_\_\_\_\_  
(Employer)

**Dated:**

**By:**

\_\_\_\_\_  
(Representative)

\_\_\_\_\_  
(Title)

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*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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Dirksen Federal Building  
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Chicago, IL 60604-2027

**Telephone:** (312)353-7570  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

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**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.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13**

**OMNI HOTELS MANAGEMENT  
CORPORATION**

**and**

**Case 13-CA-250528**

**UNITE HERE LOCAL 1**

**AFFIDAVIT OF SERVICE OF: Counsel for the General Counsel's Brief to the Board**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that a copy of the Counsel for the General Counsel's Brief to the Board has been electronically filed with the Office of the Executive Secretary and served upon the following individuals via electronic or regular mail, as noted below, this 1<sup>st</sup> day of September, 2020.

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**ELECTRONIC MAIL**

September 1, 2020

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Date

Emily O'Neill

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Name

*/s/ Emily O'Neill*

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Signature