

**Shift Details**  
**Las Vegas**  
 From 3/1/15 to 7/25/15

Date	Original		Rounded		Hours					
	IN	Out	IN	Out	Worked	Adj	Net	Reg	OT	DT
<b>10. Rooms Division</b>										
<b>Housekeeping Department</b>										
<b>Room Attendant Job</b>										
<b>Guzman, Martha (002678)</b>										
03/03/15	08:24	11:26	08:30	11:26	8.00	0.00	8.00	8.00	0.00	0.00
	11:56	17:03	11:56	17:00						
03/04/15	08:23	11:54	08:30	11:54	7.47	0.00	7.47	7.47	0.00	0.00
	12:26	16:32	12:28	16:30						
03/05/15	08:24	11:12	08:30	11:12	8.00	0.00	8.00	8.00	0.00	0.00
	11:42	17:00	11:42	17:00						
03/06/15	08:30	11:15	08:30	11:15	8.00	0.00	8.00	8.00	0.00	0.00
	11:45	17:00	11:45	17:00						
03/19/15	08:29	11:01	08:30	11:01	7.92	0.00	7.92	7.92	0.00	0.00
	11:36	17:04	11:36	17:00						
03/20/15	08:24	11:50	08:30	11:50	8.00	0.00	8.00	8.00	0.00	0.00
	12:20	17:01	12:20	17:00						
03/21/15	09:06	11:16	09:00	11:16	8.00	0.00	8.00	8.00	0.00	0.00
	11:46	17:32	11:46	17:30						
03/22/15	08:58	11:27	09:00	11:27	8.00	0.00	8.00	8.00	0.00	0.00
	11:57	17:34	11:57	17:30						
03/25/15	08:27	11:04	08:30	11:04	7.98	0.00	7.98	7.98	0.00	0.00
	11:35	17:00	11:35	17:00						
03/26/15	08:24	11:30	08:30	11:30	7.50	0.00	7.50	7.50	0.00	0.00
	12:00	16:34	12:00	16:30						
03/27/15	08:25	11:04	08:30	11:04	8.00	0.00	8.00	8.00	0.00	0.00
	11:34	17:02	11:34	17:00						
03/28/15	09:00	11:22	09:00	11:22	7.97	0.00	7.97	7.97	0.00	0.00
	11:54	17:30	11:54	17:30						
03/29/15	08:57	11:23	09:00	11:23	8.00	0.00	8.00	8.00	0.00	0.00
	11:53	17:30	11:53	17:30						
04/01/15	08:51	11:27	08:45	11:27	7.75	0.00	7.75	7.75	0.00	0.00
	11:57	17:03	11:57	17:00						
04/02/15	08:24	11:37	08:30	11:37	8.00	0.00	8.00	8.00	0.00	0.00
	12:07	17:00	12:07	17:00						
04/03/15	08:25	11:25	08:30	11:25	8.00	0.00	8.00	8.00	0.00	0.00
	11:55	17:01	11:55	17:00						
04/04/15	08:55	11:26	09:00	11:26	8.00	0.00	8.00	8.00	0.00	0.00
	11:56	17:31	11:56	17:30						
04/05/15	07:58	11:15	08:00	11:15	7.98	0.00	7.98	7.98	0.00	0.00
	11:46	16:32	11:46	16:30						
04/09/15	08:27	11:13	08:30	11:13	7.50	0.00	7.50	7.50	0.00	0.00
	11:43	16:25	11:43	16:30						
04/11/15	09:01	15:13	09:00	15:13	6.75	0.00	6.75	6.75	0.00	0.00
	15:43	15:43	15:43	16:15						
04/12/15	09:05	12:17	09:00	12:17	8.00	0.00	8.00	8.00	0.00	0.00
	12:47	17:41	12:47	17:30						
04/15/15	08:24	11:08	08:30	11:08	8.00	0.00	8.00	8.00	0.00	0.00
	11:38	17:00	11:38	17:00						
04/16/15	08:29	11:20	08:30	11:20	7.75	0.00	7.75	7.75	0.00	0.00
	11:50	16:46	11:50	16:45						
04/17/15	08:27	11:19	08:30	11:19	8.00	0.00	8.00	8.00	0.00	0.00
	11:49	17:01	11:49	17:00						
04/18/15	08:56	11:09	09:00	11:09	6.75	0.00	6.75	6.75	0.00	0.00
	11:39	16:12	11:39	16:15						
04/19/15	09:02	11:33	09:00	11:33	8.00	0.00	8.00	8.00	0.00	0.00
	12:03	17:31	12:03	17:30						
04/20/15	08:24	11:14	08:30	11:14	7.00	0.00	7.00	7.00	0.00	0.00
	11:44	15:56	11:44	16:00						
04/21/15	08:25	11:09	08:30	11:09	7.98	0.00	7.98	7.98	0.00	0.00
	11:40	17:01	11:40	17:00						
04/22/15	08:23	11:17	08:30	11:17	8.00	0.00	8.00	8.00	0.00	0.00
	11:47	17:00	11:47	17:00						

*Rep Feh S*

PE RECEIVED  REJECTED

28-CA-149979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Roffin

OF PAGES: 11 DATE: 11-18-15 REPORTER: JD

**Shift Details**  
**Las Vegas**  
 From 3/1/15 to 7/25/15

Date	Original		Rounded		Hours					
	IN	Out	IN	Out	Worked	Adj	Net	Reg	OT	DT
04/28/15	08:54 11:44	11:12 17:00	09:00 11:44	11:12 17:00	7.47	0.00	7.47	7.47	0.00	0.00
04/29/15	08:24 13:12	12:41 17:00	08:30 13:12	12:41 17:00	7.98	0.00	7.98	7.98	0.00	0.00
04/30/15	08:25 12:07	11:36 17:01	08:30 12:07	11:36 17:00	7.98	0.00	7.98	7.98	0.00	0.00
05/01/15	08:27 11:44	11:14 17:02	08:30 11:44	11:14 17:00	8.00	0.00	8.00	8.00	0.00	0.00
05/05/15	08:26 11:47	11:16 17:00	08:30 11:47	11:16 17:00	7.98	0.00	7.98	7.98	0.00	0.00
05/06/15	08:31 11:58	11:28 16:30	08:30 11:58	11:28 16:30	7.50	0.00	7.50	7.50	0.00	0.00
05/07/15	08:30 11:51	11:21 17:01	08:30 11:51	11:21 17:00	8.00	0.00	8.00	8.00	0.00	0.00
05/08/15	08:24 11:41	11:11 17:00	08:30 11:41	11:11 17:00	8.00	0.00	8.00	8.00	0.00	0.00
05/09/15	08:57 11:37	11:07 17:33	09:00 11:37	11:07 17:30	8.00	0.00	8.00	8.00	0.00	0.00
05/12/15	08:24 12:15	11:45 16:01	08:30 12:15	11:45 16:00	7.00	0.00	7.00	7.00	0.00	0.00
05/14/15	08:25 11:48	11:18 16:05	08:30 11:48	11:18 16:00	7.00	0.00	7.00	7.00	0.00	0.00
05/15/15	08:23 11:39	11:09 17:01	08:30 11:39	11:09 17:00	8.00	0.00	8.00	8.00	0.00	0.00
05/17/15	08:56 12:00	11:30 17:33	09:00 12:00	11:30 17:30	8.00	0.00	8.00	8.00	0.00	0.00
05/19/15	08:29 11:46	11:16 16:31	08:30 11:46	11:15 16:30	7.48	0.00	7.48	7.48	0.00	0.00
05/20/15	08:26 11:41	11:10 17:01	08:30 11:41	11:10 17:00	7.98	0.00	7.98	7.98	0.00	0.00
05/26/15	08:23 14:48	14:18 17:04	08:30 14:48	14:18 17:00	8.00	0.00	8.00	8.00	0.00	0.00
05/27/15	08:28 11:56	11:26 17:01	08:30 11:56	11:26 17:00	8.00	0.00	8.00	8.00	0.00	0.00
05/29/15	08:25 11:47	11:16 15:33	08:30 11:47	11:16 15:30	6.48	0.00	6.48	6.48	0.00	0.00
05/30/15	08:54 11:53	11:23 17:31	09:00 11:53	11:23 17:30	8.00	0.00	8.00	8.00	0.00	0.00
06/02/15	08:29 11:37	11:05 15:50	08:30 11:37	11:05 15:45	6.72	0.00	6.72	6.72	0.00	0.00
06/03/15	08:25 11:54	11:24 15:13	08:30 11:54	11:24 15:15	6.25	0.00	6.25	6.25	0.00	0.00
06/04/15	08:27 11:45	11:15 14:30	08:30 11:45	11:15 14:30	5.50	0.00	5.50	5.50	0.00	0.00
06/06/15	08:59	09:09	09:00	09:15	0.25	0.00	0.25	0.25	0.00	0.00
06/09/15	08:32 11:53	11:23 17:01	08:30 11:53	11:23 17:00	8.00	0.00	8.00	8.00	0.00	0.00
06/10/15	08:28 11:46	11:16 17:04	08:30 11:46	11:16 17:00	8.00	0.00	8.00	8.00	0.00	0.00
06/11/15	08:26 11:43	11:11 17:02	08:30 11:43	11:11 17:00	7.97	0.00	7.97	7.97	0.00	0.00
06/12/15	08:30 11:46	11:15 17:03	08:30 11:46	11:15 17:00	7.98	0.00	7.98	7.98	0.00	0.00
06/13/15	08:56 12:29	11:56 17:33	09:00 12:29	11:56 17:30	7.95	0.00	7.95	7.95	0.00	0.00
06/16/15	08:24 11:36	11:04 17:04	08:30 11:36	11:04 17:00	7.97	0.00	7.97	7.97	0.00	0.00
06/17/15	08:23 11:39	11:09 17:00	08:30 11:39	11:09 17:00	8.00	0.00	8.00	8.00	0.00	0.00
06/18/15	08:25 11:30	11:00 17:00	08:30 11:30	11:00 17:00	8.00	0.00	8.00	8.00	0.00	0.00
06/19/15	08:25 11:50	11:17 16:28	08:30 11:50	11:17 16:30	7.45	0.00	7.45	7.45	0.00	0.00

**Shift Details**  
**Las Vegas**  
 From 3/1/15 to 7/25/15

Date	Original		Rounded		Hours					
	IN	Out	IN	Out	Worked	Adj	Net	Reg	OT	DT
06/20/15	08:59 11:38	11:05 16:36	09:00 11:38	11:05 16:30	6.95	0.00	6.95	6.95	0.00	0.00
06/23/15	08:27 12:00	11:30 17:39	08:30 12:00	11:30 17:45	8.75	0.00	8.75	8.75	0.00	0.00
06/24/15	08:24 11:39	11:09 16:20	08:30 11:39	11:09 16:15	7.25	0.00	7.25	7.25	0.00	0.00
06/25/15	08:26 11:59	11:28 17:02	08:30 11:59	11:28 17:00	7.98	0.00	7.98	7.98	0.00	0.00
06/26/15	08:24 11:40	11:10 16:25	08:30 11:40	11:10 16:30	7.50	0.00	7.50	7.50	0.00	0.00
06/30/15	08:24 11:44	11:07 17:03	08:30 11:44	11:07 17:00	7.88	0.00	7.88	7.88	0.00	0.00
07/01/15	08:27 11:46	11:13 17:01	08:30 11:46	11:13 17:00	7.95	0.00	7.95	7.95	0.00	0.00
07/08/15	08:30 11:33	11:03 17:04	08:30 11:33	11:03 17:00	8.00	0.00	8.00	8.00	0.00	0.00
07/10/15	08:27 11:33	11:00 17:00	08:30 11:33	11:00 17:00	7.95	0.00	7.95	7.95	0.00	0.00
07/12/15	08:53 11:37	11:05 17:31	09:00 11:37	11:05 17:30	7.97	0.00	7.97	7.97	0.00	0.00
07/15/15	08:25 11:49	11:19 17:00	08:30 11:49	11:19 17:00	8.00	0.00	8.00	8.00	0.00	0.00
<b>Guzman, Martha Totals</b>					<b>549.37</b>	<b>0.00</b>	<b>549.37</b>	<b>549.37</b>	<b>0.00</b>	<b>0.00</b>
<b>Room Attendant Job Totals</b>					<b>549.37</b>	<b>0.00</b>	<b>549.37</b>	<b>549.37</b>	<b>0.00</b>	<b>0.00</b>
<b>Housekeeping Department Totals</b>					<b>549.37</b>	<b>0.00</b>	<b>549.37</b>	<b>549.37</b>	<b>0.00</b>	<b>0.00</b>
<b>10. Rooms Division Totals</b>					<b>549.37</b>	<b>0.00</b>	<b>549.37</b>	<b>549.37</b>	<b>0.00</b>	<b>0.00</b>

# TIMECARD

## Guzman, Martha 1/01/2014-3/21/2015

Date	Pay Code	Arrival	In	Transfer	Out	In	Transfer	Out	Rate	Daily	Cumulative
Tue 1/21											
Wed 1/21			8:58AM		2:27PM	2:58PM		4:20PM	8:00	8:00	8:00
Thu 1/22			8:58AM		2:32PM	2:32PM		5:38PM	8:45	9:45	17:45
Fri 1/23			8:58AM		11:25AM	11:30AM		1:02PM	8:00	8:00	27:15
Sat 1/24											27:15
Sun 1/25											27:15
Mon 1/26			8:58AM		11:11AM	11:42AM		5:01PM	8:00	8:00	35:15
Tue 1/27			8:58AM		11:55AM	11:55AM		8:08PM	7:45	7:45	43:00
Wed 1/28			8:58AM		2:48PM	3:12PM		6:00PM	8:00	8:00	51:00
Thu 1/29			8:58AM		2:33PM	3:27PM		8:00PM	8:00	8:00	59:00
Fri 1/30			8:58AM		11:47AM	12:17PM		3:02PM	8:00	8:00	67:00
Sat 1/31											67:00
Sun 2/1											67:00
Mon 2/4			8:58AM		11:00AM	11:00PM		2:04PM	5:15	5:15	72:15
Tue 2/5											72:15
Wed 2/6			8:58AM		11:06AM	12:07PM		8:01PM	8:00	8:00	80:15
Thu 2/7			8:58AM		11:45AM	12:15PM		5:28PM	8:00	8:00	88:45
Fri 2/8			8:58AM		11:21AM	11:52AM		5:02PM	8:00	8:00	96:45
Sat 2/9			8:58AM		2:30PM	2:58PM		8:01PM	8:00	8:00	104:45
Sun 2/10			8:58AM		12:01PM	12:34PM		1:02PM	8:00	8:00	112:45
Mon 2/11											112:45
Tue 2/12											112:45
Wed 2/13			8:58AM		1:01AM	12:12PM		8:01PM	11:45	11:45	124:30
Thu 2/14			8:58AM		1:30PM	2:20PM		5:01PM	8:00	8:00	132:30
Fri 2/15			8:58AM		2:35PM	2:58PM		8:00PM	8:00	8:00	140:30
Sat 2/16			8:58AM		1:08PM	2:27PM		8:04PM	7:45	7:45	148:15
Sun 2/17			8:58AM		1:04PM	2:18PM		8:21PM	8:00	8:00	156:15
Mon 2/18											156:15
Tue 2/19			8:58AM		1:00AM	11:38AM		8:00PM	8:00	8:00	164:15
Wed 2/20			8:58AM		11:32AM	11:32AM		3:01PM	8:00	8:00	172:15
Thu 2/21			8:58AM		3:18PM	3:30PM		8:01PM	8:00	8:00	180:15
Fri 2/22			8:58AM		3:03PM	3:38PM		8:00PM	8:00	8:00	188:15
Sat 2/23			8:58AM		1:04PM	1:48PM		4:00PM	8:00	8:00	196:15
Sun 2/24											196:15
Mon 2/25			8:58AM		11:04AM	11:30AM		7:00PM	10:00	10:00	206:15
Tue 2/26			8:58AM		2:58PM	3:08PM		8:01PM	8:00	8:00	214:15
Wed 2/27			8:58AM		11:41AM	12:12PM		5:01PM	8:00	8:00	222:15
Thu 2/28											222:15
Fri 2/29											222:15
Sat 3/1			8:58AM		11:21AM	11:32AM		8:00PM	12:00	12:00	234:15
Sun 3/2			8:58AM		11:38AM	11:38AM		8:00PM	12:00	12:00	242:15
Mon 3/3			8:58AM		11:08AM	11:48AM		8:04PM	8:00	8:00	250:15
Tue 3/4			8:58AM		2:44PM	2:47PM		5:00PM	8:00	8:00	258:15
Wed 3/5			8:58AM		11:21AM	12:01PM		8:00PM	8:00	8:00	266:15
Thu 3/6			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	274:15
Fri 3/7			8:58AM		11:08AM	11:48AM		8:04PM	8:00	8:00	282:15
Sat 3/8			8:58AM		2:44PM	2:47PM		5:00PM	8:00	8:00	290:15
Sun 3/9											290:15
Mon 3/10			8:58AM		11:31AM	12:01PM		8:00PM	8:00	8:00	300:15
Tue 3/11			8:58AM		11:08AM	11:38AM		8:00PM	8:00	8:00	310:15
Wed 3/12			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	320:15
Thu 3/13			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	330:15
Fri 3/14			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	340:15
Sat 3/15			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	350:15
Sun 3/16											350:15
Mon 3/17			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	360:15
Tue 3/18			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	370:15
Wed 3/19			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	380:15
Thu 3/20			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	390:15
Fri 3/21			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	400:15
Sat 3/22			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	410:15
Sun 3/23											410:15
Mon 3/24			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	420:15
Tue 3/25											420:15
Wed 3/26											420:15
Thu 3/27											420:15
Fri 3/28											420:15
Sat 3/29											420:15
Sun 3/30											420:15
Mon 3/31			8:58AM		11:38AM	11:38AM		8:00PM	8:00	8:00	430:15











Date	Time	Activity	Start	End	Location	Activity	Start	End	Location	Activity	Start	End	Location
Sun 11/20													1811:37
Mon 12/01													1811:37
Tue 12/02	8:00												1811:37
Wed 12/03													1811:37
Thu 12/04													1811:37
Fri 12/05	8:00												1811:37
Sat 12/06													1811:37
Sun 12/07													1811:37
Mon 12/08													1811:37
Tue 12/09													1811:37
Wed 12/10													1811:37
Thu 12/11	8:00												1811:37
Fri 12/12													1811:37
Sat 12/13													1811:37
Sun 12/14													1811:37
Mon 12/15													1811:37
Tue 12/16													1811:37
Wed 12/17													1811:37
Thu 12/18													1811:37
Fri 12/19													1811:37
Sat 12/20													1811:37
Sun 12/21													1811:37
Mon 12/22													1811:37
Tue 12/23													1811:37
Wed 12/24													1811:37
Thu 12/25	7:30												1811:37
Thu 12/26													1811:37
Fri 12/27													1811:37
Sat 12/28													1811:37
Sun 12/29													1811:37
Mon 12/30													1811:37
Wed 12/31													1811:37
Thu 1/1													1811:37
Thu 1/1	8:00												1811:37
Fri 1/02													1811:37
Sat 1/03													1811:37
Sun 1/04													1811:37
Mon 1/05													1811:37
Tue 1/06													1811:37
Wed 1/07													1811:37
Thu 1/08													1811:37
Fri 1/09													1811:37
Sat 1/10													1811:37
Sun 1/11													1811:37
Mon 1/12													1811:37
Tue 1/13													1811:37
Wed 1/14													1811:37
Thu 1/15													1811:37
Sat 1/17													1811:37
Mon 1/18													1811:37
Tue 1/19													1811:37
Wed 1/20													1811:37
Thu 1/21													1811:37
Fri 1/22													1811:37
Sat 1/23													1811:37
Sun 1/24													1811:37
Mon 1/25													1811:37
Tue 1/26													1811:37
Wed 1/27													1811:37
Thu 1/28													1811:37
Fri 1/29	8:00												1811:37
Sat 1/30													1811:37
Mon 1/31													1811:37
Tue 2/01													1811:37
Mon 2/02													1811:37
Tue 2/03													1811:37
Wed 2/04													1811:37

Thu 200									218891
Fri 201		8:00AM	11:00AM	11:01AM	8:00PM	8:00	8:00		218791
Sat 202		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		218691
Sun 203									218591
Mon 204									218491
Tue 205									218391
Wed 206									218291
Thu 207									218191
Fri 208		8:00AM	11:00AM	11:00AM	8:00PM	8:00	8:00		218091
Sat 209		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217991
Sun 210		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217891
Mon 211		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217791
Tue 212		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217691
Wed 213		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217591
Thu 214		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217491
Fri 215		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217391
Sat 216		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217291
Mon 217		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217191
Tue 218		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		217091
Wed 219		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		216991
Thu 220		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		216891
Fri 221		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		216791
Sat 222		8:00AM	11:00AM	11:00AM	8:00PM	7:00	7:00		216691
Sun 223									216591
Mon 224									216491
Tue 225									216391
Wed 226									216291
Thu 227									216191
Fri 228									216091
Sat 229									215991
Sun 230									215891
Mon 231									215791
Tue 232									215691
Wed 233									215591
Thu 234									215491
Fri 235									215391
Sat 236									215291
Sun 237									215191
Mon 238									215091
Tue 239									214991
Wed 240									214891
Thu 241									214791
Fri 242									214691
Sat 243									214591
Sun 244									214491
Mon 245									214391
Tue 246									214291
Wed 247									214191
Thu 248									214091
Fri 249									213991
Sat 250									213891
Sun 251									213791
Mon 252									213691

**Totals**

Account	Pay Code	Amount	Wages
...JOHN (accrual) May 2015 pay for hours worked - GIRA	Vacation	48.00	894.88
...JOHN (accrual) May 2015 pay for hours worked - GIRA	Overtime	121.43	2,519.33
...JOHN (accrual) May 2015 pay for hours worked - GIRA	Meal Pay	47.50	683.30
...JOHN (accrual) May 2015 pay for hours worked - GIRA	Reg Pay	3018.00	29,202.14
...JOHN (accrual) May 2015 pay for hours worked - GIRA	Payroll	34.00	232.84

**Schedule**

Date	Job Title	Pay Code	Amount
May 2015			

Rey Isch  
1-31-15

ora	ata	GRA	Day Shift	SIN	1-Feb	2-Feb	3-Feb	4-Feb	5-Feb	6-Feb	7-Feb
					Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	FT	Adam	Momina	27.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30
2	FT	Aguilar	Maria	55.1	7:30 - 4:00	7:30 - 4:00	7:30 - 4:00	7:30 - 4:00	8:00 - 4:30	OFF	OFF
3	FT	Aguilar	Aleida	25.1	9:00 - 5:30	8:30 - 5:00	OFF	OFF	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
4	FT	Aguilar	Lizzeth	64.2	TBD	TBD	TBD	OFF	OFF	TBD	TBD
5	FT	Aguilar	Carmen	38.2	9:00 - 5:30	8:30 - 5:00	OFF	OFF	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
6	FI	Alcala	Eva	47.3	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
8	FT	Aleman	Rodolfo	35.1	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF	8:00 - 4:30	9:00 - 5:30
9	FT	Alvarez	Yolanda	40.1	OFF	OFF	R/OFF	7:30 - 4:00	8:00 - 4:30	7:30 - 4:00	7:30 - 4:00
10	FT	Aranza	Paz	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
11	FT	Arcibia	luisa	18.1	9:00 - 10 cr	8:30 - 10cr	8:30 - 10cr	8:30 - 5:00	8:30 - 5:00	OFF	OFF
12	FT	Arellano	Cesar	open	10 am rd	8pm girls	O/C	O/C	NO DUTY	8:30 - 5:00	O/C
13	FT	Avalos	Mylene	34.2	9:00 - 5:30	O/C	O/C	O/C	NO DUTY	8:30 - 5:00	9:00 - 5:30
14	FT	Ayana	Betlehem	37.2	R/OFF	R/OFF	8:30 - 5:00	OFF	OFF	8:30 - 5:00	9:00 - 5:30
16	FT	Barba	Guadalupe	57.2	OFF	OFF	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
18	FT	Baurel	Deszahree	58.3	9:00 - 5:30	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
17	FT	Bell	Trinity	41.1	R/OFF	R/OFF	R/OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
18	FT	Bidinger	Nora	49.4	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
19	FT	Bingham	Giovonana	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	O/C	O/C
20	FT	Bianco	Eleuteria	17.1	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF
21	FT	Blount	De'Shawnetta	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
22	FT	Buenaventura	Lucel	54.3	9:00 - 5:30	8:30 - 5:00	O/C	8:30 - 5:00	8:30 - 5:00	O/C	9:00 - 5:30
23	FT	Cabral	Adelicia	28.1	9:00 - 5:30	8:00 - 4:30	OFF	OFF	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
24	FT	Caughion	Raymon	open	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C
25	FT	Cartea	Malone	open	9am tm	8:30 am tm	8:30 am tm	O/C	O/C	8:30 am 7cr	8 am 6cr
26	FT	Catota	Adelina	57.1	OFF	7:00 - 10 cr	7:00 - 10 cr	7:00 - 10 cr	7:00 - 10 cr	7:00 - 10 cr	OFF
27	FT	Cevallos	Rosa	40.2	9:00 - 5:30	8:00 - 4:30	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF
28	FT	Contreras	Jacqueline	58.2	9:00 - 5:30	8:30 - 5:00	O/C	O/C	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
29	FT	Corela	Domitrique	open	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
30	FT	Cortez	Micaelina	21.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
31	FT	Deik	Canace	41.3	9:00 - 5:30	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
32	FT	Diemand	Fathma	56.1	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	OFF	OFF	7:00 - 3:30	7:00 - 3:30
33	FT	Dukes	Kendra	40.3	9:00 - 5:30	12 PM STAT	O/C	O/C	8:30 - 5:00	O/C	9:00 - 5:30
35	FT	Dygico	Melanie	open	O/C	R/OFF	O/C	8:00 - 5:00	8:00 - 5:00	8:30 - 5:00	O/C
35	FT	Echeverria	Evelin	21.1	9:00 - 5:30	O/C	O/C	R/OFF	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
36	FT	Ellis	Krystal	18.2	9:00 - 5:30	OFF	O/C	O/C	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
37	FT	Ellison	Veronica	open	9am tm	8:30 am tm	8:30 am 5cr	8:30 am 7cr	8:30 am 9cr	O/C	O/C
38	FT	Flores	Edith	open	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C
39	FT	Flores	Mayra	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
40	FT	Francois	Anncie	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
41	FT	Galvan	Michol	43.2	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	R/OFF	9:00 - 5:30
42	FT	Garcia	Bertha	16.1	7:30 - 4:00	OFF	OFF	7:30 - 4:00	8:00 - 4:30	7:30 - 4:00	7:30 - 4:00
43	FT	Garcia	Antonla	50.1	9:00 - 5:30	O/C	9:00 - 5:30	O/C	8:30 - 5:00	O/C	9:00 - 5:30
44	FT	Gardner	Kawanna	55.2	9:00 - 10 cr	8:00 - 10 cr	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF
45	FT	Gonzales	Ana	38.3	9:00 - 5:30	8:30 - 5:00	O/C	O/C	8:30 - 5:00	O/C	O/C
46	FT	Gonzalez	Maria	43.1	9:00 - 5:30	8:00 - 4:30	OFF	OFF	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
47	FT	Gonzalez	Madellino	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
48	FT	Gray	Ella	18.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF
49	FT	Guday	Sylvia	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
50	FT	Gutierrez	Eilana	open	O/C	8:30 am tm	8:30 am tm	8:30 am 5cr	8:30 am 7cr	8:30 am 9cr	O/C
52	FT	Haddock	Ikea	46.3	9:00 - 5:30	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
53	FT	Happe	Gisella	20.2	OFF	OFF	8:30 - 5:00	8:00 - 4:30	8:00 - 4:30	8:30 - 5:00	9:00 - 5:30
54	FT	Harrison William	Reymona	48.3	9:00 - 5:30	8:30 - 5:00	O/C	O/C	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
55	FT	Herbert	Sandra	44.1	R/OFF	R/OFF	R/OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
56	FT	Hernandez	Doysl	46.2	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF
57	FT	Hernandez	Crystal	29.2	9:00 - 5:30	O/C	O/C	8:30 - 5:00	8:30 - 5:00	O/C	O/C
58	FT	Hernandez	Moises	open	9:00 - grtd	9:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00
59	FT	Jackson	Morgan	open	9:00 - 5:30	9:30 - 5:00	O/C	O/C	8:30 - 5:00	O/C	9:00 - 5:30
60	FT	Jackson	Amber	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
61	FT	Jaramilo	Maria	47.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
62	FT	Jovenal	Heleneta	49.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	R/OFF	OFF
63	FT	Kifle	Asede	37.3	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	OFF	OFF	8:30 - 5:00	9:00 - 5:30
64	FT	Kye	Raquel	18.3	OFF	OFF	LT/DUTY	LT/DUTY	LT/DUTY	LT/DUTY	LT/DUTY
65	FT	Landin	Maria	57.3	9:00 - 5:30	8:30 - 5:00	O/C	O/C	8:30 - 5:00	O/C	9:00 - 5:30
66	FT	Ledwon	Ticia	46.3	R/OFF	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF
67	FT	Llarull	Carmen	23.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	R/OFF
68	FT	Linder	Maria	38.2	9:00 - 5:30	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
69	OC	Lopez	Dora	24.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	OFF	OFF	8:30 - 5:00	9:00 - 5:30
1	OC	Mala	Solomon	38.1	TBD	TBD	TBD	OFF	OFF	TBD	TBD
2	OC	Manipon	Eilen	22.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30
3	OC	Martin	Rosa Maria	30.2	9:00 - 5:30	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
4	OC	Martinez Decastro	Ivelice	33.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	OFF	OFF	8:30 - 5:00	9:00 - 5:30
5	OC	Medoza	Maria	32.1	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
6	OC	Mekonen	Abaynesh	46.1	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
7	OC	Menivar	Karla	21.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	8:30 - 5:00	O/C
8	OC	Millan	Jacquellno	open	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C
9	OC	Miller	Victoria	42.3	9:00 - 5:30	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
10	OC	Mogee	Eisabeth	25.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
11	OC	Murillo	Maria	24.1	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
12	OC	Navas Beason	Shavyontee	43.3	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	R/OFF	R/OFF
13	OC	Nigussie	Menber	open	O/C	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
14	OC	Olvera	Maria	52.3	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30

129

R9 RECEIVED  REJECTED \_\_\_\_\_  
26-CA-199979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin  
OF PAGES: 8 DATE: 11-18-15 REPORTER: JD

No.	St	GRA - Day Shift		STN #	8-Feb	9-Feb	10-Feb	11-Feb	12-Feb	13-Feb	14-Feb
		Barba	Guadalupe		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	FT	Barba	Guadalupe	57.2	OFF	OFF	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
2	FT	Ramos	Marcela	59.1	OFF	OFF	7:30 - 4:00	R/OFF	8:00 - 4:30	7:30 - 4:00	7:30 - 4:00
3	FT	Salazar	Rosa	58.1	OFF	TBD	TBD	TBD	TBD	TBD	OFF
4	FT	Catota	Adelina	57.1	OFF	R/OFF	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	OFF
5	FT	Blanco	Eletoria	17.1	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF
6	FT	Sanchez	Ana Christina	54.1	OFF	OFF	7:30 - 4:00	7:30 - 4:00	8:00 - 4:30	R/OFF	7:30 - 4:00
8	FT	Garcia	Bertha	16.1	R/OFF	OFF	OFF	7:30 - 4:00	8:00 - 4:30	7:30 - 4:00	7:30 - 4:00
9	FT	Aguilar	María	55.1	7:30 - 4:00	7:30 - 4:00	7:30 - 4:00	7:30 - 4:00	8:00 - 4:30	OFF	OFF
10	FT	Jaramillo	María	47.1	R/OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30
11	FT	Mekonen	Abaynesh	46.1	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
12	FT	Alvarez	Yolanda	40.1	OFF	OFF	7:30 - 4:00	7:30 - 4:00	8:00 - 4:30	7:30 - 4:00	7:30 - 4:00
14	FT	Murillo	María	24.1	9:00 - 5:30	R/OFF	R/OFF	OFF	OFF	8:00 - 4:30	9:00 - 5:30
15	FT	Ortega	Cecilia	23.1	R/OFF	8:00 - 4:30	8:00 - 4:30	OFF	OFF	8:00 - 4:30	9:00 - 5:30
16	FT	Orozco	Dora	34.1	9:00 - 5:30	OFF	OFF	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
17	FT	Hernandez	Deyal	46.2	9:00 - 5:30	OFF	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF
18	FT	Saldivar	Blanca	37.1	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
19	FT	Cabral	Adelicia	28.1	9:00 - 5:30	R/OFF	OFF	OFF	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
20	FT	Modoza	María	32.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	OFF	OFF	OFF	9:00 - 5:30
21	FT	Rodriguez	Natividad	45.1	9:00 - 5:30	8:00 - 4:30	OFF	OFF	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
22	FT	Gonzalez	María	43.1	9:00 - 5:30	8:00 - 4:30	OFF	OFF	R/OFF	R/OFF	R/OFF
23	FT	Ramos	Susana	29.1	R/OFF	OFF	OFF	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
24	FT	Silva	Lorenza	33.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30
25	FT	Surawerna	Priya	48.1	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	OFF	OFF	7:00 - 3:30	7:00 - 3:30
26	FT	Ayana	Betelhom	37.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	OFF	OFF	8:30 - 5:00	9:00 - 5:30
27	FT	Tessema	Etsogxiet	41.2	5:00 - 1:30	5:00 - 1:30	5:00 - 1:30	OFF	OFF	8:30 - 5:00	9:00 - 5:30
28	FT	Aguilar	Aleida	26.1	9:00 - 5:30	OFF	OFF	OFF	R/OFF	R/OFF	R/OFF
29	FT	Maia	Solomon	38.1	TBD	TBD	TBD	OFF	OFF	TBD	TBD
30	FT	Alamar	Rodolfo	35.1	9:00 - 5:30	8:00 - 4:30	R/OFF	OFF	OFF	8:00 - 4:30	9:00 - 5:30
31	FT	Aguilar	Juzeth	54.2	TBD	TBD	TBD	OFF	OFF	TBD	TBD
32	FT	Zhao	Detong	42.2	9:00 - 5:30	R/OFF	R/OFF	OFF	OFF	8:30 - 5:00	7:00 - 3:30
33	FT	Diamond	Fathima	56.1	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	OFF	OFF	7:00 - 3:30	7:00 - 3:30
34	FT	Bhunia	Nora	59.1	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	R/OFF
35	FT	Vang	Ker	36.1	9:00 - 5:30	8:00 - 4:30	R/OFF	OFF	OFF	8:00 - 4:30	9:00 - 5:30
36	FT	Porter	Alysia	32.2	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF	8:00 - 4:30	9:00 - 5:30
37	FT	Gardner	Kawanna	55.2	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF
38	FT	Cevallos	Rosa	40.2	TBD	TBD	TBD	TBD	TBD	TBD	TBD
39	FT	Ledwon	Ticia	46.3	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	OFF	OFF
40	FT	Recaney	Barbara	53.1	OFF	OFF	R/OFF	8:30 am l/t/d	8:30 am l/t/d	8:30 am l/t/d	9 am l/t/d
41	FT	Aguilar	Carmen	38.2	9:00 - 5:30	8:30 - 5:00	OFF	OFF	R/OFF	8:30 - 5:00	9:00 - 5:30
42	FT	Supan	Millagros	PROJ	8:00 am proj	8:00 am proj	O/C	O/C	8:00 am proj	8:00 am proj	3:00 am proj
43	FT	Sanabria	Karen	47.2	R/OFF	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:00 - 5:30
44	FT	Adam	Momina	27.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30
45	FT	Regalado	Dina	51.3	R/OFF	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
46	FT	Manipon	Eilen	22.1	9:00 Hilton	8:30 - Hilton	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30
47	FT	Liarull	Carmen	23.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30
48	FT	Arclbia	Iuisa	18.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF
49	FT	Martinez-Decastro	Ivelice	33.2	R/OFF	R/OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
51	FT	Kyle	Raquel	18.3	OFF	OFF	LTDUTY	LTDUTY	LTDUTY	LTDUTY	LTDUTY
52	FT	Gray	Ella	18.2	TBD	TBD	TBD	TBD	TBD	TBD	TBD
53	FT	Vilchez	Teresa	35.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
54	FT	Herbert	Sandra	44.1	R/OFF	R/OFF	R/OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
55	FT	Olvera	María	52.3	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	OFF	OFF	9:00 - 5:30
56	FT	Perez	Yacelin	19.1	R/OFF	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
57	FT	Bell	Trinity	41.1	R/OFF	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
58	FT	Stevens	Christina	44.2	9:00 - 5:30	OFF	OFF	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
59	FT	Cortez	Micaelina	21.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
60	FT	Serdo	Melkemu	31.1	TBD	TBD	TBD	TBD	TBD	TBD	TBD
61	FT	Kifa	Aeede	37.3	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	OFF	OFF	8:30 - 5:00	9:00 - 5:30
62	FT	Jovenal	Heleneta	49.2	R/OFF	R/OFF	OFF	OFF	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
63	FT	Alcala	Eva	47.3	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
64	FT	Vargas	Celia	52.2	OFF	OFF	R/OFF	R/OFF	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
65	FT	Rivera	Dora	51.2	9:00 - 5:30	OFF	R/OFF	8:00 - 4:30	8:00 - 4:30	8:00 - 4:30	9:00 - 5:30
66	FT	Moges	Elsabeht	25.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
67	FT	Sorca	María	28.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
68	FT	Happe	Giseila	20.2	R/OFF	8:30 - Hilton	8:30 - Hilton	8:00 - 4:30	R/OFF	R/OFF	R/OFF
69	OC	Lopez	Dora	24.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	OFF	OFF	8:30 - 5:00	9:00 - 5:30
1	OC	Winnom	Twanna	45.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
2	OC	Garcia	Antonia	50.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
3	OC	Williams	Alicia	59.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
4	OC	Wines	Marybeth	39.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C	8:30 - 5:00
5	OC	Dukes	Kendra	40.3	see status sched	see status sched	see status sched	O/C	O/C	O/C	9:00 - 5:30
6	OC	Echeverria	Evelin	21.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
7	OC	Rodriguez	Margarita	38.2	9:00 - 5:30	9:00 - 5:30	9:00 - 5:30	O/C	O/C	O/C	9:00 - 5:30
8	OC	Prado	Ericka Marie	26.2	9:00 - 5:30	O/C	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
9	OC	Martin	Rosa Maria	30.2	9:00 - 5:30	O/C	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
10	OC	Haddock	Ikea	48.3	9:00 - 5:30	O/C	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
11	OC	Avalos	Mylene	34.2	9:00 - 5:30	O/C	O/C	6 AM STAT	6 AM STAT	6 AM STAT	7 AM STAT
12	OC	Linder	María	36.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
13	OC	Delk	Candace	41.3	9:00 - 5:30	O/C	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
14	OC	Miller	Victoria	42.3	9:00 - 5:30	O/C	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
15	OC	Galvan	Michel	43.2	9:00 - 5:30	O/C	O/C	8:30 - 5:00	O/C	O/C	9:00 - 5:30

Sta	Status	Employee	STN #	22-Feb	23-Feb	24-Feb	25-Feb	26-Feb	27-Feb	28-Feb
					Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	FT	Barba	Guadalupe	57.2		OFF	8:00 - 4:30*	8:00 - 4:30*	8:00 - 4:30*	9:00 - 5:30*
2	FT	Ramos	Maricela	59.1		OFF	7:30 - 4:00*	7:30 - 4:00*	8:00 - 4:30*	7:30 - 4:00*
3	FT	Salazar	Rosa	59.1		TBD	TBD	TBD	TBD	TBD
4	FT	Catota	Adelina	57.1		7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30
5	FT	Blanco	Eleuteria	17.1	R/OFF	8:00 - 4:30	8:00 - 4:30*	8:00 - 4:30*	R/OFF	OFF
6	FT	Sanchez	Ana Christina	54.1		OFF	7:30 - 4:00*	7:30 - 4:00*	8:00 - 4:30*	8:00 - 4:30*
7	FT	Garcia	Bertha	16.1	7:30 - 4:00	OFF	OFF	7:30 - 4:00*	8:00 - 4:30*	7:30 - 4:00*
8	FT	Agullar	Maria	56.1	7:30 - 4:00	7:30 - 4:00	7:30 - 4:00*	7:30 - 4:00*	8:00 - 4:30*	7:30 - 4:00*
9	FT	Jaramillo	Maria	47.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	8:30 - 5:00*	8:00 - 4:30*	
10	FT	Mekonen	Abaynesh	46.1	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*	9:00 - 5:30*
11	FT	Alvarez	Yajaira	49.1	OFF	OFF	7:30 - 4:00*	7:30 - 4:00*	8:00 - 4:30*	7:30 - 4:00*
12	FT	Murillo	Maria	24.1	9:00 - 5:30	8:00 - 4:30	OFF	OFF	OFF	8:00 - 4:30*
13	FT	Ortega	Cecilia	23.1	9:00 - 5:30	8:00 - 4:30	OFF	OFF	OFF	8:00 - 4:30*
14	FT	Orozco	Dora	34.1	9:00 - 5:30	OFF	OFF	8:00 - 4:30*	8:00 - 4:30*	R/OFF
15	FT	Hernandez	Deyal	48.2	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30*	8:00 - 4:30*	8:00 - 4:30*	OFF
16	FT	Saldivar	Bianca	37.1	9:00 - 5:30	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*	R/OFF
17	FT	Cabral	Adelicia	28.1	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30*	8:00 - 4:30*	8:00 - 4:30*	9:00 - 5:30*
18	FT	Medoza	Maria	32.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*	9:00 - 5:30*
19	FT	Rodriguez	Natividad	45.1	9:00 - 5:30	8:00 - 4:30	OFF	OFF	R/OFF	8:00 - 4:30*
20	FT	Gonzalez	Maria	43.1	R/OFF	R/OFF	OFF	OFF	8:00 - 4:30*	8:00 - 4:30*
22	FT	Silva	Lorenza	33.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	8:30 - 5:00*	OFF	9:00 - 5:30*
23	FT	Surawedera	Priya	48.1	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30*	OFF	OFF	7:00 - 3:30*
24	FT	Ayana	Bethelhem	37.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	OFF	OFF	8:30 - 5:00*
25	FT	Tessama	Etegehiet	41.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	OFF	OFF	8:30 - 5:00*
26	FT	Agullar	Aleida	25.1	R/OFF	R/OFF	OFF	OFF	R/OFF	R/OFF
27	FT	Maja	Solomon	38.1	TBD	TBD	TBD	OFF	OFF	TBD
28	FT	Aleman	Rodolfo	35.1	8:00 - 5:30	8:00 - 4:30	R/OFF	OFF	OFF	8:00 - 4:30*
29	FT	Agullar	Luzeth	64.2	TBD	TBD	TBD	OFF	OFF	TBD
30	FT	Zhao	Detong	42.2	8:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	OFF	OFF	7:00 - 3:30*
31	FT	Dicmand	Fathima	56.1	7:00 - 3:30	7:00 - 3:30	7:00 - 3:30*	OFF	OFF	7:00 - 3:30*
32	FT	Abad	Nora	49.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*
33	FT	Vang	Ker	35.1	9:00 - 5:30	8:00 - 4:30	OFF	OFF	OFF	8:00 - 4:30*
34	FT	Porter	Alysia	32.2	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30*	OFF	OFF	8:00 - 4:30*
35	FT	Gardner	Kawanna	55.2	R/OFF	R/OFF	R/OFF	8:00 - 4:30*	8:00 - 4:30*	OFF
36	FT	Cevallos	Rosa	40.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	OFF	OFF	8:30 - 5:00*
37	FT	Ledwon	Ticia	46.3	9:00 - 5:30	8:00 - 4:30	8:00 - 4:30*	OFF	OFF	OFF
38	FT	Recarey	Barbara	53.1	9am 11/d	8:30 am 11/d	OFF	OFF	O/C	8:30 am 11/d
39	FT	Agullar	Carmen	38.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	OFF	OFF	8:30 - 5:00*
40	FT	Supan	Milagros	PROJ	R/OFF	R/OFF	O/C	O/C	R/OFF	R/OFF
41	FT	Sanabria	Karen	47.2	R/OFF	OFF	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*
42	FT	Adam	Momina	27.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	8:30 - 5:00*	OFF	OFF
43	FT	Regalado	Dina	51.3	9:00 - 5:30	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*
44	FT	Manjon	Ellen	22.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*	OFF
45	FT	Liarull	Carmen	23.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	8:30 - 5:00*	OFF	OFF
46	FT	Arcibia	luisa	16.1	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*	OFF
47	FT	Martinez-Dacaastro	Ivalice	33.2	R/OFF	8:30 - 5:00	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*	R/OFF
49	FT	Kyle	Raquel	18.3	OFF	OFF	8:30 - 5:00*	OFF	OFF	8:30 - 5:00*
50	FT	Vilchez	Teresa	35.2	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*
51	FT	Herbert	Sandra	44.1	R/OFF	R/OFF	O/C	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*
52	FT	Olvera	Maria	52.3	R/OFF	8:30 - 5:00	8:30 - 5:00*	O/C	OFF	OFF
53	FT	Reyes	Patricia	49.1	9:00 - 5:30	OFF	OFF	O/C	8:30 - 5:00*	8:30 - 5:00*
54	FT	Bell	Trinity	41.1	8:00 - 5:30	OFF	OFF	O/C	8:30 - 5:00*	8:30 - 5:00*
55	FT	Stevens	Christina	44.2	9:00 - 5:30	OFF	OFF	O/C	8:30 - 5:00*	8:30 - 5:00*
56	FT	Cortez	Micaelina	21.2	9:00 - 5:30	OFF	OFF	O/C	8:30 - 5:00*	8:30 - 5:00*
57	FT	Berdo	Melkemu	31.1	TBD	TBD	TBD	TBD	TBD	TBD
58	FT	Kifle	Asede	37.3	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	OFF	OFF	O/C
59	FT	Jovenal	Heleneta	49.2	9:00 - 5:30	8:30 - 5:00	OFF	OFF	O/C	8:30 - 5:00*
60	FT	Alcala	Eva	47.3	9:00 - 5:30	OFF	OFF	O/C	8:30 - 5:00*	8:30 - 5:00*
61	FT	Vargas	Celia	52.2	OFF	OFF	O/C	8:30 - 5:00*	8:30 - 5:00*	8:30 - 5:00*
62	FT	Rivera	Dora	51.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00*	8:00 - 4:30*	O/C
63	FT	Mogas	Eisabeht	25.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*	O/C
64	FT	Sorca	Maria	28.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*	O/C
65	FT	Happe	Gisella	20.2	9:00 - 5:30	OFF	OFF	8:30 - 5:00*	8:30 - 5:00*	OFF
66	OC	Lopez	Dora	24.2	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00*	O/C	OFF	OFF
1	OC	Windom	Twanna	45.2	9:00 - 5:30	8:30 - 5:00	O/C	O/C	OFF	OFF
2	OC	Garcia	Antonja	50.1	R/OFF	R/OFF	O/C	O/C	O/C	8:00 - 5:30*
3	OC	Williams	Alicia	59.2	9:00 - 5:30	8:30 - 5:00	O/C	O/C	O/C	8:00 - 5:30*
4	OC	Wines	Marybeth	38.1	9:00 - 5:30	8:30 - 5:00	O/C	O/C	O/C	8:00 - 5:30*
5	OC	Dukes	Kendra	40.3	see status sched	see status sched	see status sched	see status sched	see status sched	see status sched
6	OC	Echeverria	Evelin	21.1	8:00 - 5:30	R/OFF	O/C	O/C	OFF	8:00 - 5:30*
64	OC	Pantoja	Ana	42.1	7:30 - 4:00	7:30 - 4:00	O/C	O/C	O/C	8:00 - 5:30*
7	OC	Rodriguez	Margarita	39.2	9:00 - 5:30	8:30 - 5:00	O/C	O/C	O/C	8:00 - 5:30*
8	OC	Prado	Erica Marie	28.2	9:00 - 5:30	8:30 - 5:00	O/C	O/C	O/C	8:00 - 5:30*
9	OC	Marin	Rosa Maria	30.2	9:00 - 5:30	8:30 - 5:00	O/C	O/C	O/C	8:00 - 5:30*
10	OC	Haddock	Ikea	46.3	9:00 - 5:30	8:30 - 5:00	O/C	R/OFF	O/C	8:00 - 5:30*
11	OC	Avalos	Mylene	34.2	see status sched	see status sched	see status sched	see status sched	see status sched	see status sched
12	OC	Inder	Maria	36.2	9:00 - 5:30	8:30 - 5:00	O/C	O/C	O/C	8:00 - 5:30*
13	OC	Deik	Candace	41.3	9:00 - 5:30	8:30 - 5:00	O/C	R/OFF	R/OFF	R/OFF
14	OC	Millar	Victoria	42.3	9:00 - 5:30	8:30 - 5:00	O/C	O/C	O/C	O/C
15	OC	Galvan	Michel	43.2	9:00 - 5:30	8:30 - 5:00	O/C	O/C	O/C	O/C
16	OC	Navas Beason	Shavyontee	43.3	9:00 - 5:30	8:30 - 5:00	R/OFF	R/OFF	R/OFF	R/OFF













Sunrise Medical Center/Sunrise  
Children's Hospital  
3186 South Maryland Parkway  
Las Vegas, NV 89019  
(702) 731-8080 - Adult ER  
(702) 731-8181 - Children's ER

MARTHA E GUZMAN  
PatID: D002273292 Age: 45  
Acct#: D00111456720 DOB: 2/25/1970  
Printed: 07/02/2015 10:58 AM  
By: Miguel Mendoza Navarro, MD

PATIENT EXCUSE

MARTHA E GUZMAN was seen on 7/2/2015 and is excused from work from 7/2/2015 through 7/2/2015

*5*  
*MAN*  
*[Signature]*

*[Signature]*  
Miguel Mendoza Navarro, MD

Respondent's  
Exhibit  
10

R10 RECEIVED  REJECTED \_\_\_\_\_

ZE-CA-19979  
CASE NO. \_\_\_\_\_ CASE NAME Trump Ruffin

OF PAGES: 4 DATE: 11/8/15 REPORTER: JD



Sunrise Medical Center/Sunrise  
Children's Hospital  
3186 South Maryland Parkway  
Las Vegas, NV 89019  
(702) 731-8080 - Adult ER  
(702) 731-8181 - Children's ER



MARTHA E GUZMAN  
PatID: D002273292 Age: 45  
Acct#: D00111456720 DOB: 2/25/1970  
Printed: 07/02/2015 10:58 AM  
By: Miguel Mendoza Navarro, MD

## After Care Instructions

### INSTRUCTIONS

#### MUSCULO- SKELETAL CP

1. You have been diagnosed with musculoskeletal chest pain.
2. Your pain is due to an injury or inflammation (swelling) of the muscles, ligaments, cartilage (soft bone), or bone in your chest. The pain is usually sharp and knife-like and becomes worse with twisting, bending, or moving. It commonly occurs in a small area, and can be irritated by pressing on it. There is usually no shortness of breath, lightheadedness, weakness, or sweaty feeling. Some children will have pain when taking a deep breath or when coughing. Exercise usually does not affect these symptoms.
3. Musculoskeletal chest pain is treated with anti-inflammatory medications like ibuprofen (Advil® or Motrin®) or naproxen (Aleve®). Other pain medications are usually not needed. Depending on the reason for your symptoms, either warm or cool compresses (damp washcloths laid on the skin) may be helpful.
4. Most musculoskeletal chest pain improves over several days.
5. You do not need to follow up with a doctor unless your symptoms get worse or fail to improve in the next few days.
6. YOU SHOULD SEEK MEDICAL ATTENTION IMMEDIATELY, EITHER HERE OR AT THE NEAREST EMERGENCY DEPARTMENT, IF ANY OF THE FOLLOWING OCCURS:
  - Your pain gets worse.
  - Your pain makes you feel short of breath, nauseated, or sweaty.
  - You notice that your pain gets worse as you walk, go up stairs, or exert yourself.
  - You have any weakness or lightheadedness with your pain.
  - Your pain makes breathing difficult.
  - You develop a swollen leg.
  - Your symptoms get worse or you have other concerns.






Sunrise Medical Center/Sunrise  
Children's Hospital  
3186 South Maryland Parkway  
Las Vegas, NV 89019  
(702) 731-8080 - Adult ER  
(702) 731-8181 - Children's ER

MARTHA E GUZMAN  
PatID: D002273292 Age: 45  
Acct#: D00111456720 DOB: 2/25/1970  
Printed: 07/02/2015 10:58 AM  
By: Miguel Mendoza Navarro, MD

**FOLLOW UP**

 Follow up with SYED F HUSSAIN, at 1641 E FLAMINGO RD STE 10, LAS VEGAS, NV, Phone: (702)734-4377 in 2 days. Call as soon as possible to arrange.

**PRESCRIPTIONS WRITTEN**

Continue regular medicines unless specified below. New medications by the physician will also be stated below.

Ibuprofen (Motrin) 600 mg Tablet, Dispense: Twenty-Four (24), How To Use: Take one (1) tablet by mouth three (3) times a day with food as needed for pain, Refills: None (0)

**INSTRUCTIONS**

1. You have been given a medication that is considered a non-steroidal anti-inflammatory drug, or NSAID.

- Some common NSAIDS include: Ibuprofen (Advil, Motrin), Naproxen (Naprosyn, Aleve), Celecoxib (Celebrex), and Rofecoxib (Vioxx). There are many others!
- This medication is often used to relieve pain, reduce fever, and reduce inflammation.
- These are common medications; some are over-the-counter and others require a prescription from your doctor.
- DO NOT take this medication if you have stomach ulcers or are sensitive / allergic to it.
- DO NOT take this medication if you are taking other over-the-counter non-steroidal anti-inflammatory drugs. Never take more of the medication than prescribed. Overdosing of medication may cause damage to your kidneys.
- If you have side-effects that you think are caused by this medicine, tell your doctor. If you develop stomach pain, vomit blood, or have bowel movements that become black and tarry, discontinue the medication and notify your physician immediately.
- This medication may upset your stomach. Always take medication with milk or meals.

2. Keep this medication out of the reach of children. Always keep this medication in child-proof containers. DO NOT give your medication to anyone else.



First Name <b>Martha</b>		Last Name <b>Guzman</b>		Today's Date <b>07/21/15</b>	
DOH <b>06/06/13</b>		Effective Date <b>07/21/15</b>		Assoc ID <b>002678</b>	
Personal Information					
SS #			Email Address		
Address			Zip Code		
Phone # (Area)			Alternate #		
Hire info					
Dept <b>Housekeeping</b>		Position <b>GRA</b>		Status <b>Full Time</b>	
Payroll info					
Current ROP		New ROP		Pay Type	
Dual ROP		New Dual ROP		Standard Rate	
Change info		Effective Date		Change Reason	
Current Dept <b>Housekeeping</b>		New Dept <b>Housekeeping</b>		New Status <b>Full Time</b>	
Separation info					
Reason <b>Termination</b>		Type <b>Involuntary</b>		Notice Given <b>No</b>	
Effective Date <b>07/21/15</b>		Last Day Worked <b>07/15/15</b>		Rehire Status <b>Conditional</b>	
Separation Comments					
Martha has been terminated due to violating company policy - Excessive absenteeism, habitual tardiness in reporting to work or returning from breaks, unauthorized breaks, leaving work area during shift without authorization or taking breaks in unauthorized areas.					
Time Off					
Reason for Absence			Date of Absence		
Hours/Days Eligible			Return Date		
Comments					
Signatures					
Associate Signature / Date <i>Refuse to sign</i>			Additional Signature/Date <i>[Signature]</i>		
Final Check Issued					
Final Check Issued			Final Payout		
Clearance Slip			Sent to Payroll		
HRIS			Final Check Needed by		
Exit Interview			Hours per week		

Respondent's  
Exhibit

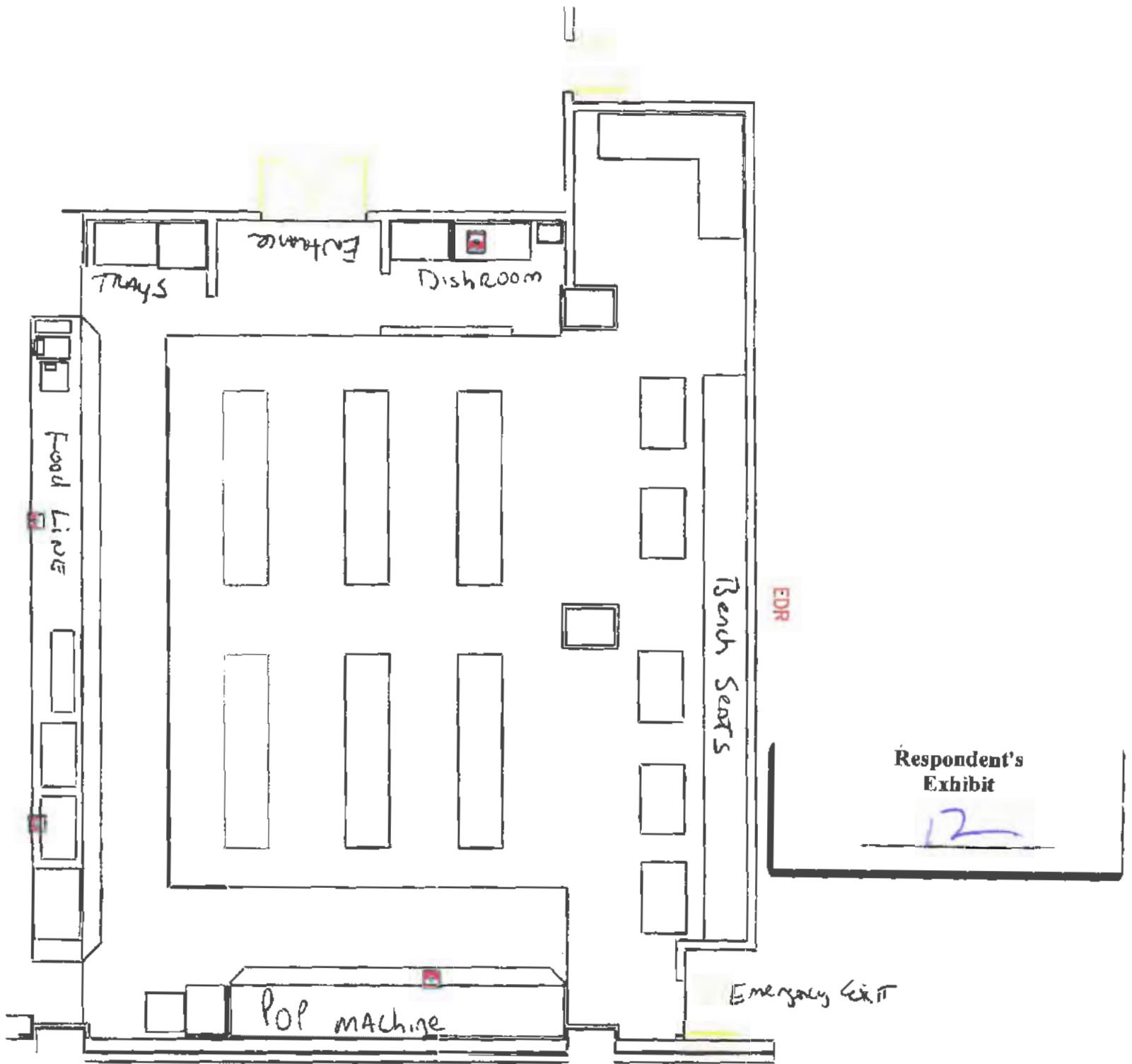
11



R11 RECEIVED  REJECTED

28CA-14979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-18-15 REPORTER: JD



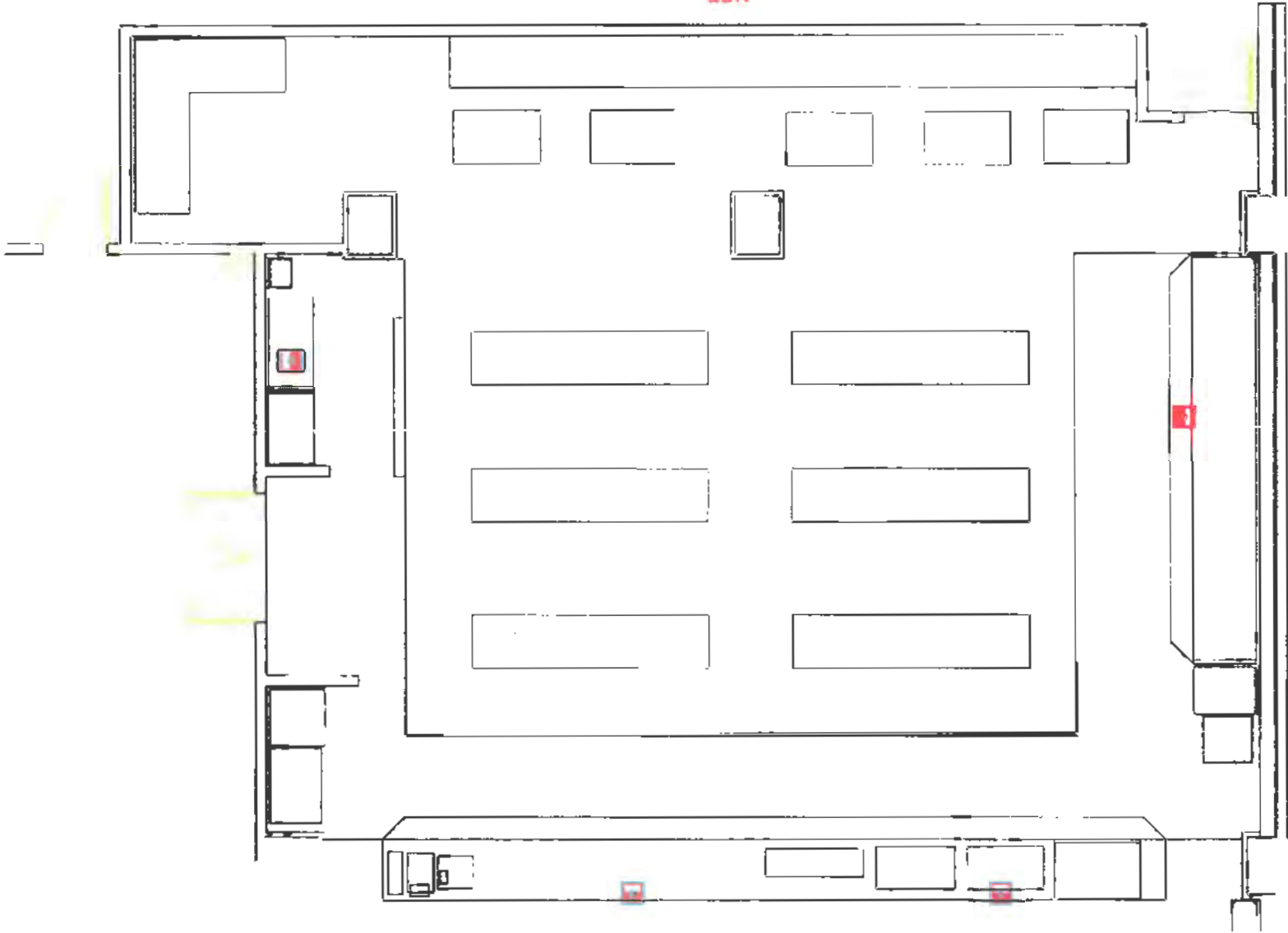
R12

P12 RECEIVED  REJECTED

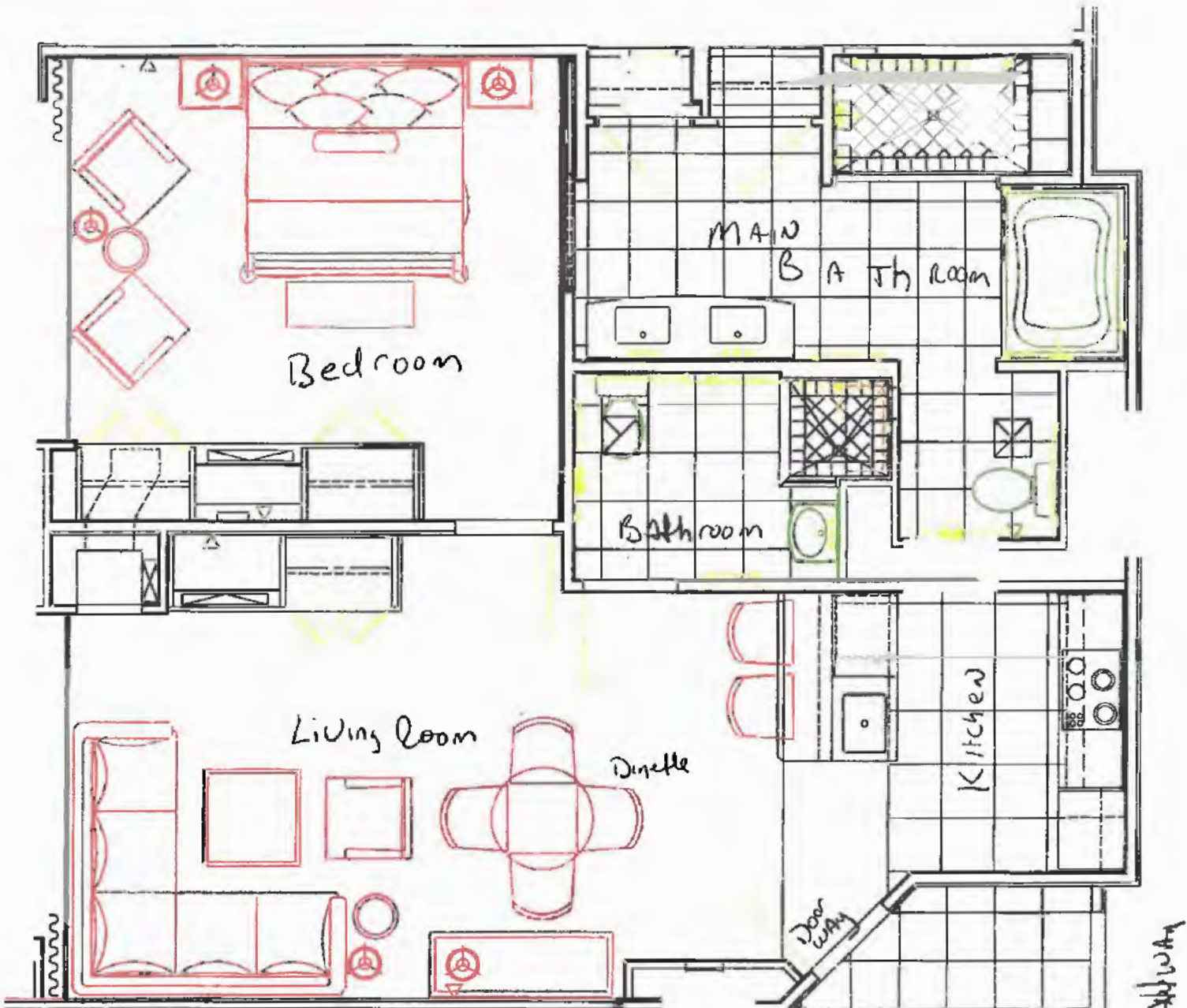
28-CA-199979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 3 DATE: 11-19-15 REPORTER: JD

EDR



Coener Suite  
07 Room Type 1 Bedroom



Adjacent Suite

Hallway

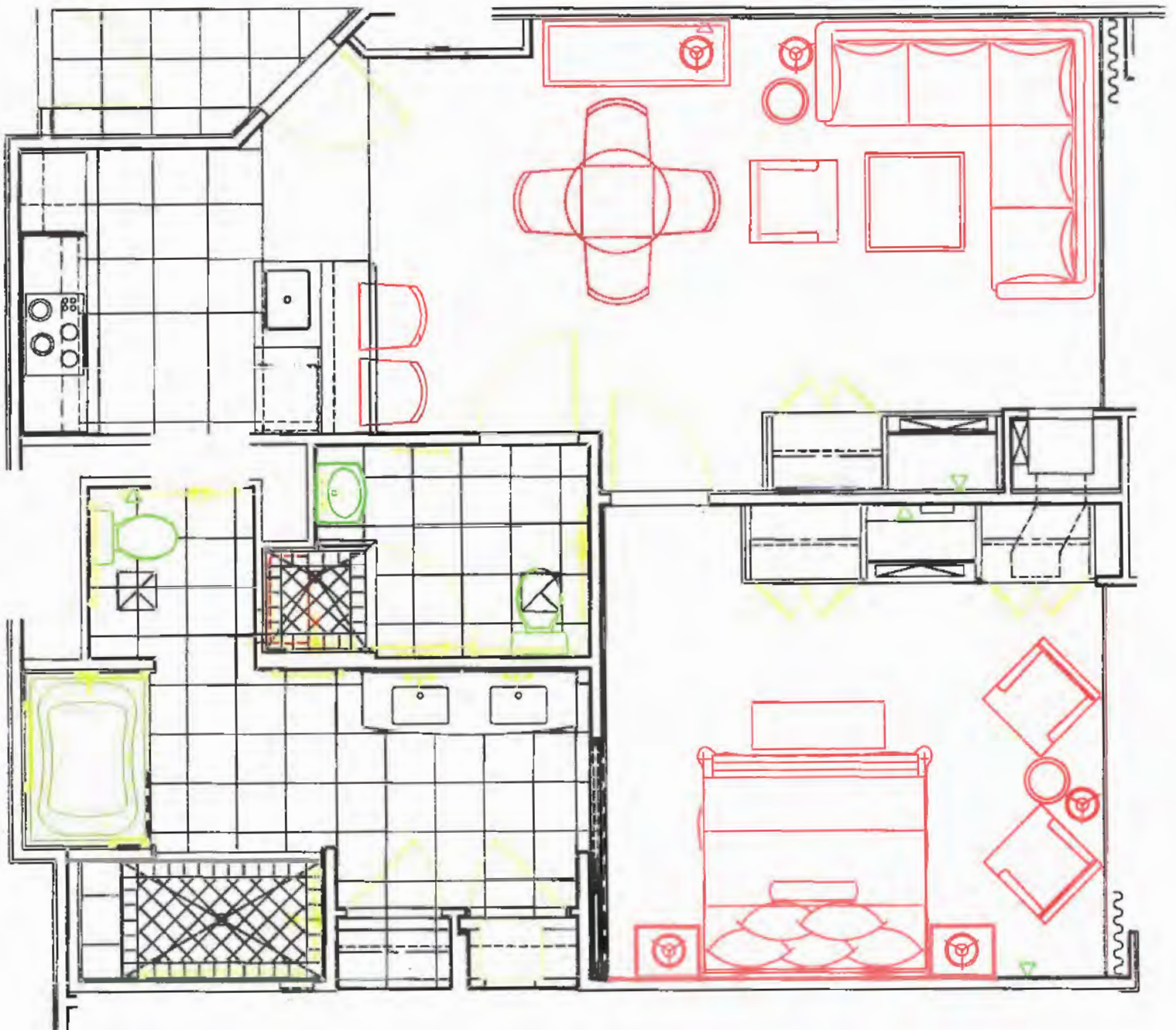
Respondent's  
Exhibit

13A

RBAJ RECEIVED  REJECTED

CASE NO. 28-CA-19979 CASE NAME: Trump Ruffin

OF PAGES: 11 DATE: 11-19-15 REPORTER: JL



R13B



12132





14126



413c

1013F









12/19/01



From: **Anthony Wandick** <[awandick@trumphotels.com](mailto:awandick@trumphotels.com)>

Date: Wed, Jun 24, 2015 at 6:06 PM

Subject: Statement

To: Alejandra Magana <[amagana@trumphotels.com](mailto:amagana@trumphotels.com)>, Matthew Vandegrift <[mvandegrift@trumphotels.com](mailto:mvandegrift@trumphotels.com)>, Gustavo Acosta <[gacosta@trumphotels.com](mailto:gacosta@trumphotels.com)>, Jeff Peterson <[peterson@trumphotels.com](mailto:peterson@trumphotels.com)>

--  
**Anthony Wandick**

*Housekeeping Manager*

[awandick@trumphotels.com](mailto:awandick@trumphotels.com)

p. 702.476.7800 | f. 702.476.7890

TRUMP INTERNATIONAL HOTEL: LAS VEGAS

2000 Fashion Show Drive | Las Vegas, NV | 89109

[TrumpLasVegasHotel.com](http://TrumpLasVegasHotel.com) | [facebook.com/TrumpLasVegas](https://www.facebook.com/TrumpLasVegas) | [twitter.com/TrumpLasVegas](https://twitter.com/TrumpLasVegas)

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO  
Coming Soon WASHINGTON D.C. | DORAL GOLF RESORT & SPA

Respondent's  
Exhibit

14



R19 RECEIVED  REJECTED

28-CA-19979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 4 DATE: 11-19-15 REPORTER: JD

## VOLUNTARY STATEMENT

**TYPE OF INCIDENT:** \_\_\_\_\_ **SR #** \_\_\_\_\_

**DATE OCCURRED:** 6/24/15 **TIME OCCURRED:** 8:40am

**DATE REPORTED:** \_\_\_\_\_ **TIME REPORTED:** \_\_\_\_\_

**PERSON REPORTING:** LAST: Wandick FIRST: Anthony

**HOME ADDRESS:** Trump Hotel International

**CITY:** Las Vegas **STATE:** NV **ZIP:** 89109

**PRIMARY PHONE:** \_\_\_\_\_ **SECONDARY PHONE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**DETAILS OF INCIDENT:**

\_\_\_\_\_

On June 24, 2015 Jacqueline Contreras approached me in the EDR during Trump talk and inquired as to why the hotel have given her personal information to the union. I explained to Jacqueline it was required by law that we provide the information. I explained to her that we at Trump respect their privacy and would never disclose such information unless required by law. She went on to state that the union had been calling her cell phone and stopping by her house. She stated she has asked them to leave her alone. I explained to Jacqueline for this to stop that it's important to exercise her right to vote in tomorrow elections. I advised her to go speak with HR as well. I noticed Giselle Happe and Carmen Lirull standing by the door taking notes of our conversation.

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**WITNESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF PERSON MAKING STATEMENT**

Order Console  
Trump Las Vegas

Groups, All Areas, All Departments, Closed, Deferred, From: 6/13/2015 00:00, To: 6/13/2015 23:59, Issue, extra paddin, Completed, 1, 2

Order Console 1272678 1 HSKP Guest Runner Extra Padding Sofa Bed- Gu 5107 NRMA Starr Ramacus Ezlo Plove 17

- 6/13/2015 13:34 SO was created by Starr Ramacus
- 6/13/2015 13:34 gra is waiting in room
- 6/13/2015 13:34 QA deadline was changed from [empty] to 06/13/2015 at 4:44PM by HK - Srv. Call Back
- 6/13/2015 13:43 No foam padding available
- 6/13/2015 13:51 per runner none available
- 6/13/2015 13:51 Voided by Javier Aguilar

Order Console 1272868 1 HSKP Houseman Extra Padding Sofa Bed - G 3923 Blruk Abdela Michael Diaz Christina 18

- 6/13/2015 17:58 SO was created by Blruk Abdela
- 6/13/2015 17:58 foam padding
- 6/13/2015 17:58 QA deadline was changed from [empty] to 06/13/2015 at 9:08PM by HK - Srv. Call Back
- 6/13/2015 17:58 Re-assigned from [empty] to Michael Diaz
- 6/13/2015 18:15 Completed by Michael Diaz
- 6/13/2015 19:23 CB done by Maria Garcia and SO Closed

Respondent's Exhibit

15

215 RECEIVED  REJECTED

28-CA-149979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 10-30-15 PERFORMER: DD

### Declaración Confidencial de Testigo

Yo, Eleuteria Blanco, siendo primero debidamente juramentado(a), declaro lo siguiente:

**He sido asegurado(a) por un(a) agente de la Junta Nacional de Relaciones de Trabajo (NLRB) que esta Declaración Confidencial de Testigo será considerada un documento confidencial de ejecución de ley por NLRB y no será revelado a menos que sea necesario producir esta Declaración Confidencial de Testigo con relación a un procedimiento formal.**

Yo resido en 3125 W. Warm Spring Road, Apt. 202, Henderson, NV 89014

Mi número de teléfono de casa (incluyendo código de área) es 702-689-0434

Mi número de teléfono móvil (incluyendo código de área) es 702-689-0434

Mi correo electrónico es N/A

Yo estoy empleado(a) por Trump Ruffin Commercial, LLC

localizado en 2000 Fashion Show Drive, Las Vegas, NV 89109

- 1 Empecé a trabajar por Trump Ruffin Commercial en Abril 2008 y mi posición es una Guest
- 2 Room Attendant (GRA). Entro a las 8:30 de la mañana hasta a las 5:00 de la tarde domingo a
- 3 jueves. La directora de housekeeping es Alejandra Magaña. Mi supervisora es Rossy de Leyva.
- 4 La Directora Alejandra tiene el poder para disciplinar trabajadores, aprobar vacaciones y aprobar
- 5 día de enfermedad pero Rossy no tiene el poder para disciplinar trabajadores.
- 6
- 7 Yo soy comité de la Culinaria 226 desde Junio de 2014. Mis responsables son hablar con mis
- 8 compañeros, solicitar tarjetas de la Unión, participo en reuniones de la Unión, uso botones de la
- 9 Unión y reparto flyer para la Unión. También uso un botón en mi uniforme durante hora de
- 10 trabajo con palabras COMMITTEE LEADER. Hay una reunión todos los martes de cada
- 11 semana.

#### DECLARACIÓN DE LA LEY DE PRIVACIDAD

La NLRB está solicitando la información en esta forma bajo autoridad de la ley Nacional de Relaciones del Trabajo (NLRA), 29 U.S.C. Sección 151 et seq. El uso principal de la información es para asistir a la NLRB en el proceso de casos de representación y/o casos de práctica ilícita de trabajo y procedimientos relacionados o litigio. El uso rutinario de la información está disponible en el Registro Federal, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Información adicional acerca de estos usos está disponible en el website de la NLRB, [www.nlr.gov](http://www.nlr.gov). Proveer esta información a la NLRB es voluntario. Sin embargo, si usted no provee la información, la NLRB puede rehusar continuar el proceso de un caso de práctica ilícita de trabajo o de representación, o puede emitirle una citación y aplicar a la corte federal por cumplimiento de la citación.

1 En Marzo de 2015, no estaba trabajando pero participé en una actividad de la Unión en el  
 2 estacionamiento de los empleados como la 1:45 de la tarde. Estaba solicitando tarjetas de la  
 3 Unión para organizar a los trabajadores. Este día estaba sola porque todos mis compañeros de  
 4 comité estaban trabajando y fue mi día de descanso. Llegue al trabajo en bus porque no tengo  
 5 carro. Cuándo llegue al estacionamiento de los empleado solicitando tarjetas a todos los  
 6 trabajadores que salían del trabajo. Cómo a los 5 minutos de estar solicitando tarjetas llegó una  
 7 persona pero no recuerdo su nombre o posición. Y me dijo, tú no puedes hacer esto. Vamos a la  
 8 oficina de seguridad. Yo le contesté, señor, yo trabajo aquí y en este momento estoy en una  
 9 actividad de la Unión. Un trabajador estaba firmando la tarjeta cuando él estaba hablando  
 10 conmigo. Y le mostré mi botón de comité. El estaba muy cerca de mi cuando hablábamos. Y  
 11 me dijo en voz fuerte otra vez, vamos a seguridad. Y le contesté yo, usted es seguridad? El me  
 12 respondió, si yo soy seguridad. En este momento, él me empujó con su brazo izquierdo y dijo  
 13 "go to security" El no estaba usando un uniforme de seguridad pero yo lo seguí hasta seguridad.  
 14 Y preguntó a Olivia (no recuerdo su apellido) por el jefe de seguridad. Olivia es miembro de  
 15 seguridad también. Olivia le dijo que está en la oficina. El fue a la oficina solo y yo me quede  
 16 esperando en el pasillo. Yo esperé a 5 minutos pero él no regreso pero yo me fui a la oficina de  
 17 seguridad y le pido su nombre. El se negó a darme su nombre. El jefe de seguridad me pregunta  
 18 para que quieras su nombre. Yo le explique que nada mas quería saber su nombre. Yo dije ok y  
 19 gracias. Después de la conversación yo fui a la casa. No hice ningún reporte porque ellos no le  
 20 pidieron. Yo investigue que él no era seguridad pero fue un jefe de un restaurante en el hotel.

R16 RECEIVED  REJECTED

28-CA-149979 CASE NO. TRUMP RUFFIN CASE NAME

6 OF PAGES: 11-19-15 DATE: JD REPORTER:

He sido provisto(a) de una copia de esta Declaración Confidencial de Testigo para mi revisión. Entiendo que esta declaración es un documento confidencial de ejecución de ley, y no deberá ser mostrado a persona alguna aparte de mi abogado u otra persona que me represente en este procedimiento.

He leído esta Declaración Confidencial de Testigo que consiste de [3] páginas, incluyendo esta página, entiendo su contenido completamente, y declaro bajo penalidad de perjurio que es verdad y correcto. Sin embargo, si después de revisar esta declaración otra vez, recuerdo cualquier cosa que es importante o deseo hacer algún cambio, notificaré inmediatamente a el/la Agente de la Junta.

Fecha: June 12, 2015

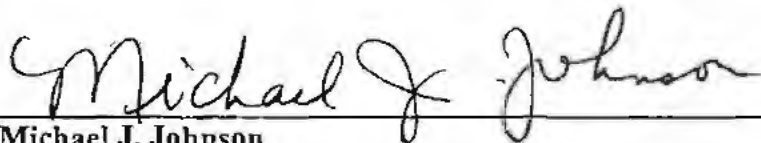
Firma:



[Nombre del Declarante]

Firmado y Juramentado(a) ante mi el 12 de Junio at

Las Vegas, Nevada



Michael J. Johnson

Agente de la Junta

Junta Nacional de Relaciones de Trabajo



### Confidential Witness Affidavit

I, Eleuteria Blanco, being first duly sworn upon my oath, state as follows:

**I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.**

I reside at 3125 W. Warm Springs Road, Apt 202, Henderson, NV. 89014

My home telephone number (including area code) is 702-689-0434

My cell phone number (including area code) is 702-689-0434

My e-mail address is N/A

I am employed by Trump Ruffin Commercial, LLC

located at 2000 Fashion Show Drive, Las Vegas, NV 89109

I started to work for Trump Ruffin Commercial in April 2008 and my position is a Guest Room Attendant (GRA). I start at 8:30 of the morning until the 5:00 of the afternoon Sunday to Thursday. The director of housekeeping is Alejandra Magaña. My supervisor is Rossy de Leyva. The director Alejandra has the power to discipline workers, approve vacations and approve sick days but Rossy does not have the power to discipline workers.

I am committed to the Culinary 226 since June of 2014. My responsibilities are to speak with coworkers, solicit cards of the Union, I participate in Union meetings, I use buttons of the Union and hand out flyers for the Union. Also I use a button on my uniform during work hours with the words COMMITTEE LEADER. There is a meeting every Tuesday of every week.

#### Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, [www.nlr.gov](http://www.nlr.gov). Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

In March of 2015, I wasn't working but I participated in an activity of the Union in the Employee parking lot about 1:45 in the afternoon. I was soliciting Union cards to organize the workers. This day I was alone because all my coworkers that committed were working and it was my day off. I arrived to the job by bus because I do not have a car. When I arrived to the employee parking lot soliciting cards all the workers came out from work. Like 5 minutes of soliciting cards a person arrived but I do not remember their name or position. And told me, you cannot do this. Let's go to the security office. I answered him, sir, I work here and in this moment I am in an activity of the Union. A worker was signing the card when he was talking to me. And I showed him my member button. He was very close to me when we spoke. And he told me again in a strong voice, let's go to security. And I answered him, you are security? He responded to me, yes I am security. In this moment, he pushed me with his left arm and said "go to security". He was not wearing a security uniform but I followed him to security. And he asked Olivia (I don't remember her last name) por the boss of security. Olivia is a member of security also. Olivia told him that he is in the office. He went to the office alone and I remained waiting in the hallway. I waited 5 minutes but he did not return but I went to the security office and I asked for his name. He refused to give me his name. The boss of security asked me why would I want his name. I explained to him that I wanted nothing more than to know his name. I said ok and thank you. I investigated that he was not security but was a boss of a restaurant in the hotel.

/

//

///

////

**I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.**

**I have read this Confidential Witness Affidavit consisting of 3 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.**

Date: June 12, 2015 Signature: Eleuteria Blanco  
[Affiant Name]

Signed and sworn to before me on June 12<sup>th</sup> at  
Las Vegas, Nevada

/s/ Michael Johnson  
Michael Johnson  
Board Agent  
National Labor Relations Board

**I hereby certify that I am fluent in English and Spanish and that the attached English-language affidavit is an accurate translation of the original Spanish-language affidavit.**

/s/ Timothy M. Russell November 19, 2015  
Translator Date

RCSPT7

TRUMP  
INTERNATIONAL HOTEL  
LAS VEGAS

Name: Eleuteria Blanco  
Department: Housekeeping  
ID Number: 000447



000447

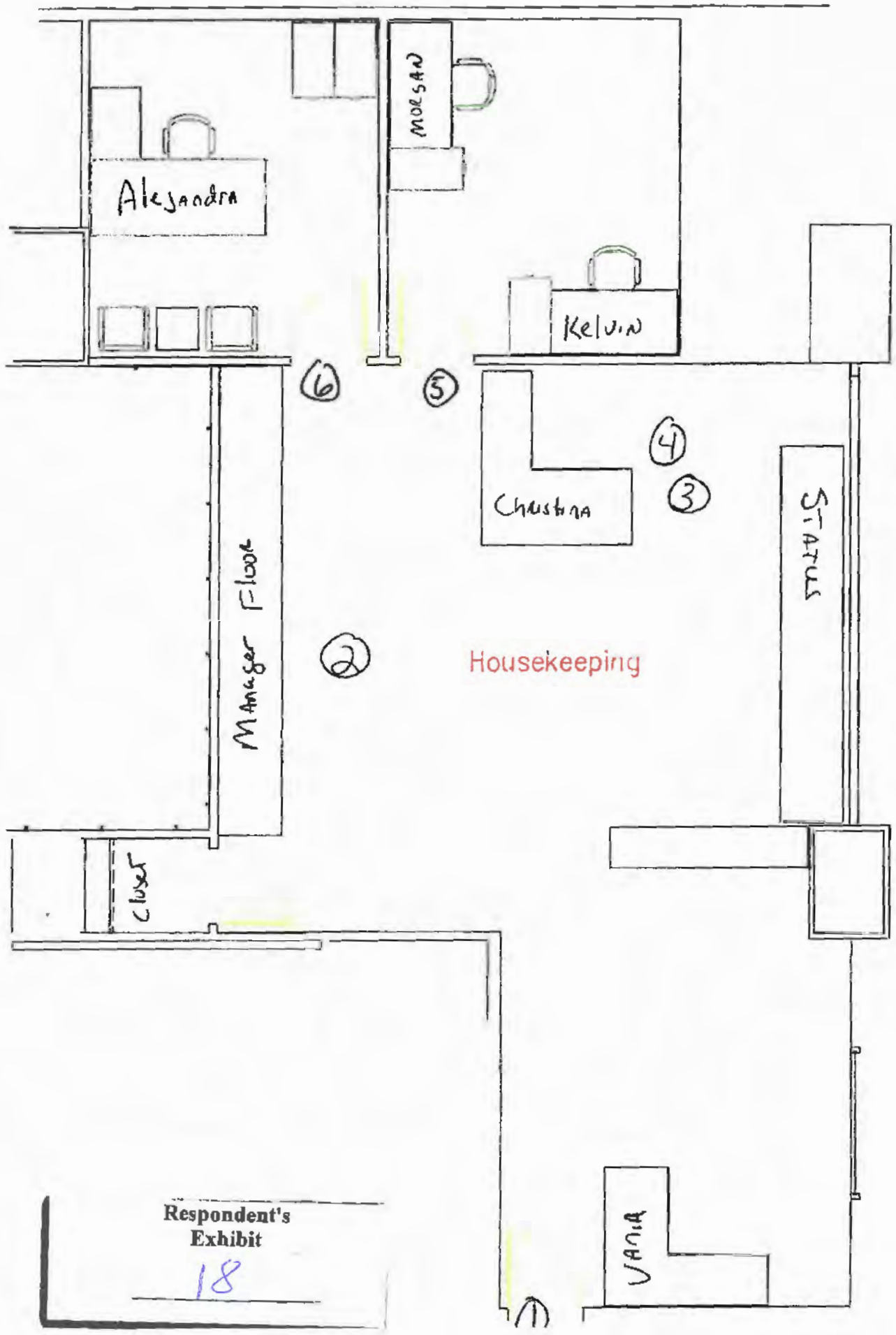
R17

R17

R17 RECEIVED  REJECTED

28-A-19979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 1/19/5 REPORTER: JD

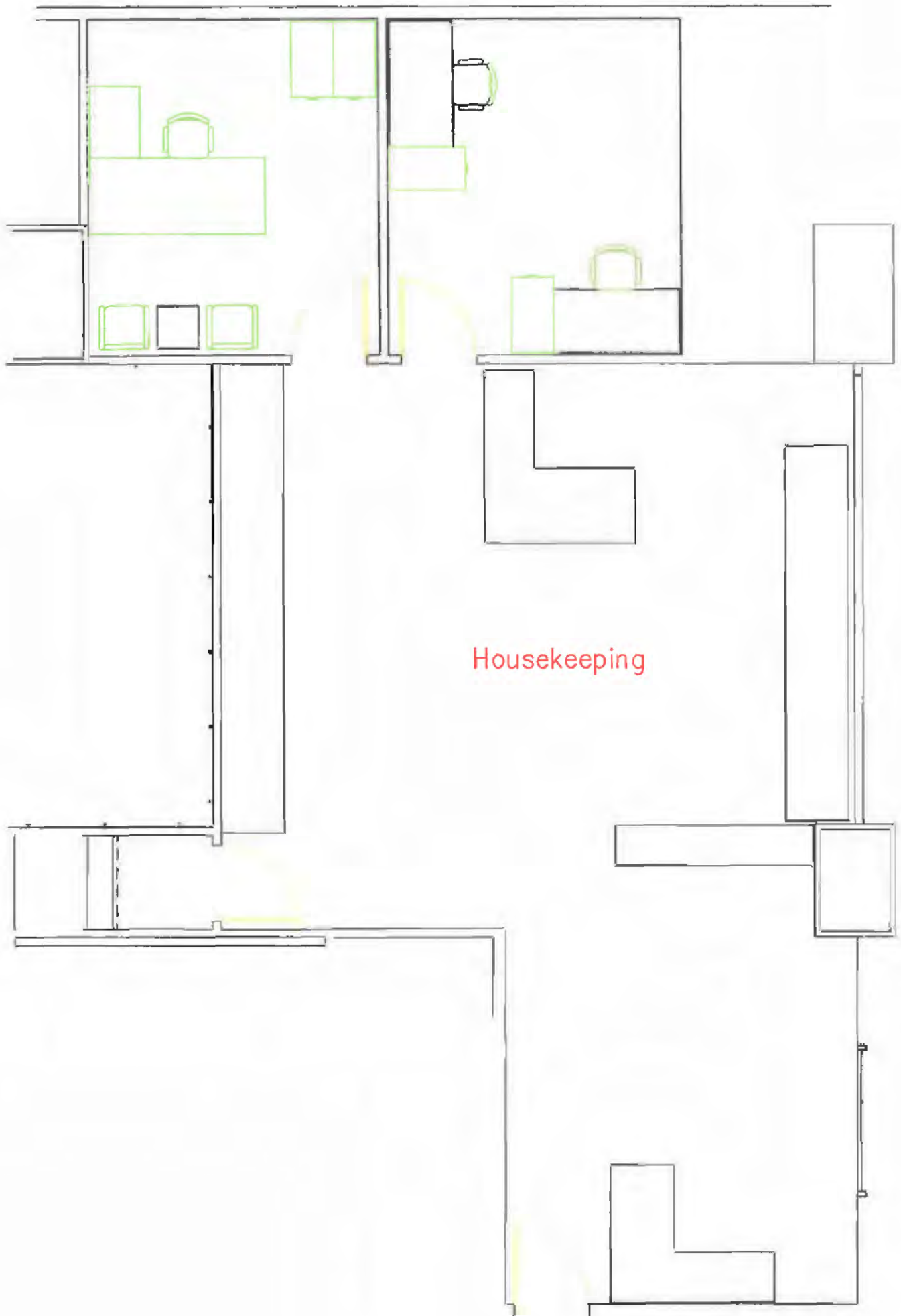


R18A

R16A-1 RECEIVED  REJECTED

201A-199979 CASE NO. 201A-199979 CASE NAME: Trump Ruffin

OF PAGES: 11 DATE: 1-19-15 REPORTER: JD



Housekeeping







181







BIOHAZARD



184



101



185



**TRUMP**  
INTERNATIONAL HOTEL  
115 VEGAS

**Voluntary Statement**

Regarding / Incident: Insulting me around Others

Date of Incident: 10-11-15

I, Jose Perez, was innocently sitting at the EDR preparing myself for the day. When I was approached by a female associate, Carmen, while both being on the clock, and started to comment about union activities and questioning my position, ~~and~~ my thoughts & opinions about affiliations with the Union. Which I was confused due to her statements not being work related. She then insulted my intelligence, and stated that I am talking "stupid". Once I addressed her that now I feel offended, and that she is making me feel "stupid" she without hesitation agreed. Confirming that I actually am "stupid". →

Associate Name: Jose Perez

Associate Signature: 

Associate ID #: 3161

Date: 10-11-15

RESP 19

R19

R19 RECEIVED  REJECTED

20-CA-149979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 3 DATE: 11/30/15 REPORTER: JD

After doing so, I made hand gestures indicating that I no longer want to continue this conversation where the end result is me talking and being stupid. She then continued to verbally harass me with out any remorse. Even after I made it clear that I don't want to keep going with the conversation, she did not stop.

I respectfully advised her that I felt insulted, offended, & uncomfortable. After a few moments, she finally stopped. I simply want to work in a safe and "comfortable" environment at the work place here at Trump. I should not be insulted, harassed, nor should I feel uncomfortable in any way at the work site while being on the clock.

12 Day Room Forecast	11-Nov Wed	12-Nov Thu	13-Nov Fri	14-Nov Sat	15-Nov Sun	16-Nov Mon	17-Nov Tue	18-Nov Wed	19-Nov Thu	20-Nov Fri	21-Nov Sat	22-Nov Sun	
<b>Events</b>													
Current Studios on the Books	594	791	925	914	838	870	658	490	345	384	471	196	7476
Current Suites on the Books	88	70	89	95	54	45	45	48	36	41	44	32	667
Estimated Pick-Up Studios	-87	-160	-207	196	-195	-152	-62	21	51	11	8	100	-862
Estimated Pick-Up Suites	103	140	129	123	218	168	154	122	96	128	161	97	1607
Forecasted Studios Occupied	513	631	718	718	643	718	586	511	396	395	479	296	6614
Forecasted Suites Occupied	171	210	218	218	270	213	199	170	132	169	205	99	2274
Forecasted Arrivals	316	452	368	188	156	284	122	142	199	281	236	100	2795
Forecasted Group Arrivals	118	267	231	68	117	208	32	5	8	0	0	1	1053
Forecasted Departures	239	295	273	139	179	266	258	256	352	245	116	389	3007
Forecasted Stayovers	368	389	568	797	757	547	673	539	329	283	148	295	6093
Forecasted Credits	739	833	1024	1140	1140	1112	1134	968	829	643	687	833	11084
# of Rooms Available minus OOO	909	909	936	936	936	936	936	936	936	935	936	936	11177
<b>Forecasted Rooms Occupied</b>	<b>607</b>	<b>684</b>	<b>841</b>	<b>936</b>	<b>936</b>	<b>913</b>	<b>831</b>	<b>795</b>	<b>681</b>	<b>528</b>	<b>684</b>	<b>395</b>	<b>8888</b>
Forecasted Group Rooms Occupied	216	386	617	565	679	744	522	330	123	12	3	0	4197
Forecasted Guests In-House	896	1102	1226	1226	1196	1220	1041	892	692	739	896	517	11643
Forecasted Group Guests In-House	216	440	691	661	699	744	522	330	123	12	3	0	4441
Occupancy % - All	75%	93%	100%	100%	91%	99%	85%	73%	56%	60%	73%	42%	80%
					74%	92%	76%	69%	58%	62%	56%		

Eight Week Forecast	W/E	28-Oct	29-Nov	5-Dec	13-Dec	20-Dec	27-Dec	3-Jan	10-Jan	Average
Forecasted Occupancy %		54.0%	63.3%	52.1%	53.4%	38.3%	69.4%	85.3%	72.3%	61.0%
Forecasted Rooms Occupied		4578	5374	4423	4531	3252	5890	7237	6132	5177
Forecasted Credits Occupied		5576	6546	5387	5519	3961	7174	8815	7489	6306
Forecasted In-House Guests		6100	7255	5971	6117	4390	7952	9770	8278	6989

Hilton Occupied	102	216	273	279	245	187	185	165	190	159	201	2563
Hilton Arrivals	58	96	72	88	48	43	88	27	81	88	48	544
Hilton Departures	35	29	27	49	72	84	64	35	50	26	24	489

↓  
106      ↓  
113      ↓  
66      ↓  
54      ↓  
78      ↓  
37      ↓  
47

R 20

R20 RECEIVED  REJECTED \_\_\_\_\_

28-CA-149979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin \_\_\_\_\_

OF PAGES: 4 DATE: 11/30/15 REPORTER: JD \_\_\_\_\_

GUESTROOM REQUEST FOR TIME OFF							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
1	Lee Ann Snowden	Lee Ann Snowden	Lee Ann Snowden	Lee Ann Snowden	Lee Ann Snowden	Lee Ann Snowden	Lee Ann Snowden
2	Genet Midakso	Genet Midakso	Genet Midakso	Genet Midakso	Genet Midakso	Genet Midakso	Genet Midakso
3	Alicia Williams	Sandra Herbert	Sandra Herbert	Maria Davalos	Sandra Herbert	Sandra Herbert	Sandra Herbert
4	Sandra Herbert	Milagros Supan	Milagros Supan	Sandra Herbert	Milagros Supan	Milagros Supan	Candace Delk
5	Alisia Porter	Ana Nanez	Victoria Miller	Milagros Supan	Adelina Catata	Christina Stevens	
6	Milagros Supan	Eneida Gutierrez		Adelina Catata		Adelina Catata	
7	Eneida Sutiérrez						
8	Dora Orozco						
9	Tiffany Jones						
10							
11							
SWING REQUEST TIME OFF							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
	Lemlem Birhanie	Lemlem Birhanie	Lemlem Birhanie	Lemlem Birhanie	Lemlem Birhanie	Lemlem Birhanie	Lemlem Birhanie
	Gloria Olivera	Gloria Olivera	Gloria Olivera	Gloria Olivera	Gloria Olivera	Gloria Olivera	Gloria Olivera
	Marisela Olivera	Marisela Olivera	Marisela Olivera	Marisela Olivera	Marisela Olivera	Marisela Olivera	Marisela Olivera
GRAVE REQUEST TIME OFF							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
15							
HOUSEPERSON REQUEST TIME OFF							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
1	BABETA W	BABETA W	BABETA W	BABETA W	BABETA W	BABETA RTN?	
2			Marcelo Hernandez	Marcelo Hernandez			
3			Rosiel Gullio				
4							
5							
STATUS REQUEST FOR TIME OFF							

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
1	Liliana Hernandez	Liliana Hernandez	Jillian Tippets	Jillian Tippets	Jillian Tippets	Jillian Tippets	Jillian Tippets
2						Gabriela B	Gabriela B
3							
4							
5							
<b>INSPECTORS REQUEST FOR TIME OFF</b>							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
1					Maris Madera		
2					cancel		
3							
<b>DIRECTOR, ASSITANT DIRECTOR &amp; FLOOR MANAGERS</b>							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
1						Krystyna S	Krystyna S
2							
3							
<b>LINEN ATTENDANT</b>							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
1							
2							
<b>VIP ATTENDANT</b>							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
6							
7							
<b>PAD</b>							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	11/15/2015	11/16/2015	11/17/2015	11/18/2015	11/19/2015	11/20/2015	11/21/2015
1						Zoveida Zapata	

VSA

**Dally GRA Update New Schedule**

Date	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov
Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>DEPARTURES</b>	348	331	361	294	380	227	156
<b>Stay-Overs</b>	757	647	673	539	329	283	448
<b>Number of Credits Occupied</b>	1282	1134	1199	966	822	592	701
<b>Total 7:00 - 3:30 Shifts</b>	0	4	2	1	0	1	1
<b>Total 7:30 - 4:00 Shifts</b>	2	2	5	7	7	6	0
<b>Total 8:00 - 4:30 Shifts</b>	0	11	12	13	16	15	0
<b>Total 8:30 - 5:00 Shifts</b>	0	79	83	82	48	33	0
<b>Total 8:30am VIP</b>	110	0	0	0	0	0	82
<b>Total 8:00am - 4:30 shifts GRA</b>	1	1	0	0	1	1	1
<b>TOTAL Day Shifts</b>	113	97	102	83	72	56	64
<b>Total 5:00 - 1:30 Shifts</b>	0	0	0	0	0	0	0
<b>TOTAL Swing Shifts</b>	0	0	0	0	0	0	0
<b>Total 12:00 - 8:30 Shifts</b>	4	3	5	5	4	4	5
<b>TOTAL Grave Shifts</b>	4	3	5	5	4	4	5
<b>GRA's Needed Per OCCUPANCY</b>	99	87	92	74	63	46	54
<b>GRA's SCHEDULED</b>	113	97	102	83	72	56	64
<b>Average Calls off (10)</b>	-15	-10	-10	-10	-10	-10	-10
<b>Variance</b>	-1	0	0	-1	-1	0	0

Page 21



P21 RECEIVED  REJECTED

20-CA-19979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 11-30-15 REPORTER: JD



R22 RECEIVED  REJECTED \_\_\_\_\_  
CASE NO. 28-CA-149779 CASE NAME: Trump Ruffin  
OF PAGES: 5 DATE: 11/30/15 REPORTER: JD

18	OC	Tedda	Alemtsehay	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	9:00 - 5:30
19	OC	Millan	Jacqueline	open	9:00 - 5:30	O/C	O/C	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	9:00 - 5:30
20	OC	Nigusie	Menbor	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	9:00 - 5:30
21	OC	Gonzalez	Madeline	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	9:00 - 5:30
22	OC	Guday	Sylvia	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	9:00 - 5:30
23	OC	Rivera	Lourdes	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	9:00 - 5:30
24	OC	Blount	De'Shawnetta	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C
25	OC	Aranfa	Paz	open	9:00 - 5:30	8:30 - Hilton	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C
26	OC	Pedraza	Beatriz	56.3	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
27	OC	Bingham	Glovonana	open	11am/ada	11am/ada	O/C	O/C	O/C	11am/ada	11am/ada
28	OC	Santos	Martha	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
29	OC	Su'it	Sarah Louise	open	9:00 - 5:30	8:30 - 5:00	R/OFF	R/OFF	R/OFF	8:30 - 5:00	9:00 - 5:30
30	OC	Loera	Paulina	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C	9:00 - 5:30
31	OC	Beza	Adey	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
32	OC	Lottmann	Rosemarie	open	9:00 - 5:30	8:30 - Hilton	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
33	OC	Lazalde	Bertha	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
34	OC	Gonzalez	Eivia	open	9:00 - 5:30	R/OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C
35	OC	Vasquez	Maria	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
36	OC	Echeverria	Ashley	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
37	OC	Beyne	Zerhun	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
38	OC	Mekonnen	Tenagne	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
39	OC	Morano	Ny:	open	TBD	TBD	TBD	TBD	TBD	TBD	TBD
40	OC	Enamorado	Antonlo	open	see swing sch	see swing sch	see swing sch	see swing sch	see swing sch	see swing sch	see swing sch
41	OC	Exposito	Laritza	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
42	OC	Rivera	Leslie	open	9:00 - 8 cr	8:30 - 8 cr	O/C	O/C	O/C	8:30 - 8 cr	9:00 - 8 cr
43	OC	Jean- Francois	Widy	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	R/OFF	O/C	O/C	9:00 - 5:30
44	OC	Gaba	Aster	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
45	OC	Aricea	Iresyano	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
46	OC	Vazquez Quiroz	Janet	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
47	OC	Jones	Tiffany	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
48	OC	Castaneda	Sylvia	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
49	OC	Mengeesa	Nurit	open	9:00 - 5:30	7:00 - 3:30	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
50	OC	Mitchell	Rachell	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
51	OC	Medina	Jessica	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
52	OC	Garcia	Summerie	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
53	OC	Pardo	Vanessa	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
54	OC	Robinson	James	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
55	OC	Rodriguez	Jazmin	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
56	OC	Cueto	Alejandra	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
57	OC	Huab	Beulah	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
58	OC	Mathews	Razzal	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
59	OC	Smith	Cameron	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
60	OC	Gutierrez	Eneida	open	R/OFF	R/OFF	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C
61	OC	Lizarraga	Edith	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
62	OC	Walker	Dalshun	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
63	OC	Gibba	Jeslyn	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	8:30 - 5:00	O/C	O/C	O/C
64	OC	Smith	Monica	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
65	OC	Moore	Natalya	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
66	OC	Rowland	Ronece	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
67	OC	Ruiz Gonzalez	Joshua	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
68	OC	Hernandez DeGulile	Maria	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
69	OC	McDaniel	Sheree	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
70	OC	Guinac	Rina	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
71	OC	Morgan	Taylor	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
72	OC	Fernandez Devyvis	Parla	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
73	OC	Baker	Steven	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
74	OC	Mallao	Marlyn	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
75	OC	Lezama-Davalos	Claudia	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
76	OC	Sarmiento	Zenia	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
77	OC	Jarvis	Sara	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
78	OC	Caraga	Clarcel	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
79	OC	Smith	Arielle	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
80	OC	Bekale	Bezuayehu	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
81	OC	Ochave	Raquel	open	9:00 - 5:30	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	O/C
82	OC	Whithors	Tiffany	open	O/C	8:30 - 5:00	8:30 - 5:00	O/C	8:30 - 5:00	O/C	9:00 - 5:30

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Total 7:00 - 3:30 Shifts	0	4	2	1	0	1	1
Total 7:30 - 4:00 Shifts	2	2	5	7	7	6	0
Total 8:00 - 4:30 Shifts	0	11	12	13	16	15	0
Total 8:30 - 5:00 Shifts	0	79	83	62	48	33	0
Total 9:00 - 5:30 Shifts	110	0	0	0	0	0	62
Total VIP GRA Shifts	0	0	0	0	0	0	0
Total trn shift Shifts trn	0	0	0	0	0	0	0
Total 11:00 - 7:30 Shifts	0	0	0	0	0	0	0
<b>TOTAL Day Shifts</b>	<b>112</b>	<b>96</b>	<b>102</b>	<b>83</b>	<b>71</b>	<b>55</b>	<b>63</b>

		15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov
Houseman FT		Sun	Mon	Tue	Wed	Thu	Fri	Sat
Manipon	Danilo	OFF	9:00 - S 30-36	9:00 - S 30-36	9:00 - S 30-36	9:00 - S 30-36	9:00 - S 30-36	OFF
Flores	Enrique	9:30 - S 58-64	OFF	OFF	9:30 - S 58-64	9:30 - S 58-64	9:30 - S 58-64	9:30 - S 58-64
LADELLE	CHARLES	OFF	OFF	9:00 - S 58-64	9:00 - S 37-43	9:00 - S 51-57	9:00 - S 51-57	9:30 - S 51-57
Ortiz-Silva	Jose	9:30-6:00 C	OFF	OFF	9:30-6:00 C	9:30-6:00 C	9:30-6:00 C	9:30-6:00 C
TUCKOLOM	SAM	9:30 - S 37-43	9:00 - S 37-43	9:00 - S 37-43	OFF	OFF	9:00 - S 37-43	9:30 - S 37-43
Babeta	Woldemeskel	TBD	TBD	TBD	TBD	OFF	OFF	9:30 - 6:00 H
Dominguez	Luis Enrique	Sam dishes	Sam dishes	9:00 - S 37-43	9:00 - S 37-43	OC	OC	9:30 - 6:00 H
Silva Flores	Julio	9:30 - S 16-22	9:00 - S 16-22	9:00 - S 16-22	9:00 - S 16-22	OC	OC	R/OFF
Ortiz-Silva	Ivan Immanuel	9:30 - S 51-57	9:00 - S 51-57	9:00 - S 51-57	9:00 - S 51-57	9:00 - S 51-57	OC	OC
Romero	Jonathan	9:30 - S 44-50	9:00 - S 44-50	9:00 - S 44-50	OC	9:00 - S 44-50	9:00 - S 44-50	9:30 - S 44-50
Perez	Jose	9:00 - 5:30 grtd	9:00 - S 58-64	OC	OC	9:00 - S 16-22	9:00 - S 16-22	9:00 - 5:30 grtd
Batista	Arian	9:30 - S 25-31	9:00 - S 25-31	OC	OC	9:00 - S 25-31	9:00 - S 25-31	9:30 - S 25-31
Hernandez	Ulises	9:30 - 6:00 H	9:00 - 5:30 H	9:30-6:00 C	9:30-6:00 C	OC	OC	9:30 - S 44-50
Hancock	Katrina	9:30 - S 30-36	OC	OC	9:00 - S 44-50	OC	9:00-5:30 grtd	9:30 - S 30-36
		9:30 AM TRN	OC	OC	9:00AM TRN	9:00AM TRN	9:00AM TRN	9:30 AM TRN
		8	8	8	7	7	7	7
Runner FT		SUN	Mon	Tue	Wed	Thu	Fri	SAT
Foster	Jamey	OFF	7:00 - 3:30 RD	7:00 - 3:30 RD	7:00 - 3:30 RD	6:00 - 2:30 RD	7:00 - 3:30 RD	OFF
Sullivan	Chris	OFF	OFF	8:00 - 4:30 RD	8:00 - 4:30 RD	8:00 - 4:30 RD	8:00 - 4:30 RD	7:00 - 3:30 RD
Ortiz-Silva	Jorge	7:00 - 3:30 RD	8:00 - 4:30 RD	OFF	OFF	9:00 - 5:30 grtd	10 am-6:30 rd	8:00 - 4:30 RD
JONES	DOLORES	8:00 - 4:30 RD	10 am-6:30 rd	9:00 - 5:30 grtd	9:00 - 5:30 grtd	10 am-6:30 rd	OFF	OFF
Gonzalez	Alejandro	10 am-6:30 rd	9:00 - 5:30 grtd	9:00 - 5:30 grtd	9:00 - 5:30 grtd	OC	OC	10 am-6:30 rd
HernandezTiros	Marcelo	9:00 - 5:30 grtd	9:00 - 5:30 grtd	R/OFF	R/OFF	9:00 - 5:30 grtd	9:00 - 5:30 grtd	9:00 - 5:30 grtd
Patterson	YANEY	8 am -4:30pm Hilton runner	8 am -4:30pm Hilton runner	8:30 am -4:30 pm Runner/MP	8:30 am -4:30 pm Runner/VIP	7:30AM PROJECT	OFF	OFF
Osmel-Castano	Alvarez	OFF	OFF	8 am Hilton runner	8 am Hilton runner	8 am -4:30pm Hilton runner	8 am -4:30pm Hilton runner	8 am -4:30pm Hilton runner
Vega	Jonathan	7:30 am -4:00 pm Runner/VIP	7:30 am -4:00 pm Runner/MP	OFF	OFF	7:30 am -4:00 pm Runner/VIP	7:30 am -4:00 pm Runner/VIP	7:30 am -4:00 pm Runner/VIP
		3+2+1+1	3+1+1+1	3+1+1+1	3+2+1+1	3+2+1+1	3+2+1+1	3+2+1+1
Houseman/Runner DC SW		Sun	Mon	Tue	Wed	Thu	Fri	Sat
NEGEDE	EYASU	5:00-11:30RS	OFF	OFF	5:00-11:30RS	5:00-11:30RS	5:00-11:30RS	5:00-11:30RS
Diaz	Michael	4pm-12:30a	OFF	OFF	4pm-12:30a	4pm-12:30a	4pm-12:30a	4pm-12:30a
Sapangelo	Joko	5:00P-1:30 RS	5:00-11:30RS	5:00-11:30RS	OC	OC	5:00P-1:30 RS	5:00P-1:30 RS
Real	Francisco	9:30	4pm-12:30a	4pm-12:30a	5:00P-1:30 RS	5:00P-1:30 RS	OC	OC
		3+0	3+0	3+0	2+0	3+0	3+0	3+0
Houseman/Runner OC GR		Sun	Mon	Tue	Wed	Thu	Fri	Sat
Washington	Gallegher	OC	OC	OC	OC	OC	OC	OC
Gabriel Realica	Jose	5:00P-1:30 RS	5:00P-1:30 RS	5:00P-1:30 RS	OC	OC	OC	OC
Cabrera	Ivan	11:00AM-1:30PM	12:00AM-5:00AM	12:00AM-5:00AM	OC	OC	OC	OC
		2	2	2	2	2	2	2
INVENTORY ATTENDANT		Sun	Mon	Tue	Wed	Thu	Fri	Sat
Bianca	Lurias	OFF	11:00 p- 7:30 L	11:00 p- 7:30 L	11:00 p- 7:30 L	11:00 p- 7:30 L	11:00 p- 7:30 L	OFF
Haddadrezai	Alireza	11:00 p- 7:30 L	11:00 p- 7:30 L	11:00 p- 7:30 L	11:00 p- 7:30 L	OFF	OFF	11:00 p- 7:30 L
Albano	Salvatore	OFF	OFF	TBD	TBD	TBD	TBD	TBD
Donato	Roseberet	11:00 p- 7:30 L	11:00 p- 7:30 L	OFF	OFF	11:00 p- 7:30 L	11:00 p- 7:30 L	11:00 p- 7:30 L
Gallo Viamonte	Rasael	11:00 p- 7:30 L	11:00 p- 7:30 L	OFF	OFF	OFF	11:00 p- 7:30 L	11:00 p- 7:30 L
Alfonso	Luis Rojas	11:00 p- 7:30 L	OFF	11:00 p- 7:30 L	11:00 p- 7:30 L	11:00 p- 7:30 L	OFF	11:00 p- 7:30 L
		4	4	3	3	3	3	4
FLOOR CARE		Sun	Mon	Tue	Wed	Thu	Fri	Sat
Valencia	Alex	O/C	7AM PROJ	5AM PROJ	5AM PROJ	5AM PROJ	7AM PROJ	O/C
Hernandez	Edwin	O/C	7AM PROJ	5AM PROJ	5AM PROJ	5AM PROJ	7AM PROJ	O/C
Maldonado	David	9:00 - 5:30 SH	OFF	OFF	9:00 - 5:30 SH	9:00 - 5:30 SH	9:00 - 5:30 SH	9:30 - 6:00 SH

ESCOBAR	WILFREDO	OFF	9:00 - 5:30 SH	9:00 - 5:30 SH	9:30 - 6:00 SH	9:30 - 6:00 SH	9:30 - 6:00 SH	OFF
Leal	Juan	O/C	O/C	4:00-12:30am	4:00-12:30am	4:00-12:30am	4:00-12:30am	4:00-12:30am
Sanchez	Raul	4:00-12:30am	4:00-12:30 Poj	4:00-12:30 Poj	4:00-12:30 Poj	4:00-12:30 Poj	OFF	OFF
Aguayo	Ryan	9:30 - 6:00 SH	9:30 - 6:00 SH	9:30 - 6:00 SH	O/C	O/C	9:00 - 5:30 H	9:30 - 6:00 SH
		2+1	2+1	2+1	2+1	2+1	2+1	2+1
<b>INVENTORY SPECIALIST</b>		Sun	Mon	Tue	Wed	Thu	Fri	Sat
Moraton	Yosvanis	8am -430pm	8am -430pm	8am -430pm	8am -430pm	8am -430pm	OFF	OFF
Parga	Matthew	OFF	OFF	7AM	7AM	7AM	7AM	7AM
Ramirez	Albert	OFF	OFF	8am dishes	8am dishes	8am dishes	8am dishes	8am dishes
SH = Shampoo 2 -1 ON THURS		H = Houseperson		RG = Runner-Grow 1		RM = Runner-MIE		
W = Warehouse 1		RD = Runner-Day		L = Linen		S = Stripper 0		
HS = Houseperson-Swing 1		RS = Runner-Swing		C = Chute		P = Project		
V = VIP Runner 1		PM = PM Project		IA = Inventory Attendant 4 Mon, Tues 5				
WE HAVE								
LABOR								

Date	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov
Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

DEPARTURES	348	331	361	294	380	227	156
Arrivals	156	284	122	142	199	281	236

OCCUPANCY	98%	99%	85%	73%	56%	60%	73%
-----------	-----	-----	-----	-----	-----	-----	-----



TrumpLV HKStatus <lvhkstatus@trumphotels.com>

## Celia Vargas called out sick

2 messages

**Claudine Fernandez** <cfernandez@trumphotels.com>

Tue, Apr 1, 2014 at 3:32 AM

To: Imelda Cretin <icretin@trumphotels.com>, Alejandro Reynoso-Vallejo <areynoso@trumphotels.com>, Cherie Gallagher <cherie.gallagher@trumphotels.com>, Blanca Alegret <balegret@trumphotels.com>, Alma Pattaroyo <apattaroyo@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Walter Rubi <wrubi@trumphotels.com>, TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>

Cc: Alejandra Magana <amagana@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>

Celia called out sick April 1st @ 3:01 am for her 8:30 am shift.

### CLAUDINE FERNANDEZ

Housekeeping Floor Manager

CFERNANDEZ@TRUMPHOTELS.COM

p. 702.476.7800 | f. 702.476.7890

### TRUMP INTERNATIONAL HOTEL LAS VEGAS

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

Las Vegas' Top Business Hotel in Travel + Leisure "World Best Awards" 2012

Condé Nast Traveler "Top 20 Hotel Spa in America" Readers Choice Poll 2012

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO | DORAL, MIAMI  
Coming Soon VANCOUVER | WASHINGTON D.C.

**Claudine Fernandez** <cfernandez@trumphotels.com>

Tue, Apr 1, 2014 at 4:56 AM

To: Imelda Cretin <icretin@trumphotels.com>, Alejandro Reynoso-Vallejo <areynoso@trumphotels.com>, Cherie Gallagher <cherie.gallagher@trumphotels.com>, Blanca Alegret <balegret@trumphotels.com>, Alma Pattaroyo <apattaroyo@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Walter Rubi <wrubi@trumphotels.com>, TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>

Cc: Alejandra Magana <amagana@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>

~~Let~~ inform her of peak period

[Quoted text hidden]

23

R23 RECEIVED  REJECTED

28-CA-14979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 12 DATE: 11-30-15 REPORTER: JD





TrumpLV HKStatus &lt;lvhkstatus@trumphotels.com&gt;

---

**Call Off- Dora Rivera**

1 message

---

**TrumpLV HKStatus** <lvhkstatus@trumphotels.com>

Mon, Apr 7, 2014 at 8:33 PM

To: TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Claudine Fernandez <cfernandez@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Imelda Cretin <icretin@trumphotels.com>, Cherie Gallagher <cherie.gallagher@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>, Alejandra Magana <amagana@trumphotels.com>, Alejandro Reynoso-Vallejo <areynoso@trumphotels.com>, Blanca Alegret <balegret@trumphotels.com>, Walter Rubi <wrubi@trumphotels.com>

Good evening,

The above associate called off at 8:28 pm for her shift on 4/8/2014 at 8:30 am.

Chonnette Gamble

Housekeeping

Status Clerk

lvhkstatus@trumphotels.com

p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

*Awarded Travel + Leisure's 500 Best Hotels in the World for 2012*

*Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"*

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO | DORAL GOLF  
RESORT & SPA MIAMI

Coming Soon WASHINGTON D.C.



TrumpLV HKStatus &lt;lvhkstatus@trumphotels.com&gt;

**Maria Jaramillo\_\_Call\_Off**

1 message

TrumpLV HKStatus &lt;lvhkstatus@trumphoteis.com&gt;

Sat, Apr 12, 2014 at 10:49 PM

To: TrumpLV HKStatus <lvhkstatus@trumphotels.com>, TLV HK Management <tlvhkmgmt@trumphotels.com>, TLV Housekeeping <tlvhousekeeping@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>

Good evening,

On April 12, 2014 Maria Jaramillo called at 8:55 pm to call off for her 9 am shift on April 13, 2014.

Thak you

Keitha Perry

Housekeeping

*Status Clerk*

lvhkstatus@trumphotels.com

p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

*Awarded Travel + Leisure's 500 Best Hotels in the World for 2012**Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"*

NEW YORK: CENTRAL PARK &amp; SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO | DORAL GOLF RESORT &amp; SPA MIAMI

*Coming Soon* WASHINGTON D.C.



TrumpLV HKStatus <lvhkstatus@trumphotels.com>

**Celia Vargas**

1 message

**Walter Rubi** <wrubi@trumphotels.com> Sun, Apr 13, 2014 at 4:02 AM  
To: TrumpLV HKStatus <lvhkstatus@trumphoteis.com>, TLV Housekeeping <tlvhousekeeping@trumphotels.com>, TLV HK Management <tlvhkmgmt@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>, Alma Pattaroyo <apattaroyo@trumphotels.com>, Sean Mabry <smabry@trumphotels.com>

Celia Vargas called off at 2:00 am for her 9:00 am shift on 04.13.14

**Walter Rubi**

*Housekeeping Supervisor*

wrubi@trumphotels.com

p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO

Coming Soon WASHINGTON D.C. | DORAL GOLF RESORT & SPA



TrumpLV HKStatus <lvhkstatus@trumphotels.com>

---

**Maria Jaramillo:**

1 message

---

**Alma Pattarroyo** <apattarroyo@trumphotels.com> Sun, Apr 13, 2014 at 10:08 PM  
To: Imelda Cretin <icretin@trumphotels.com>, Alejandro Reynoso-Vallejo <areynoso@trumphotels.com>, Sean Mabry <smabry@trumphotels.com>, TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Blanca Alegret <balegret@trumphotels.com>, Claudine Fernandez <cfernandez@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>, Alejandra Magana <amagana@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>, Walter Rubi <wrubi@trumphotels.com>, Alma Pattarroyo <apattarroyo@trumphotels.com>

Good Evening:

Maria, called at 9:38 p.m, that she will not to able to work tomorrow 04/14/2014

-Thank you.-  
almapattarroyo



TrumpLV HKStatus &lt;lvhkstatus@trumphotels.com&gt;

---

**Call Off- Ofelia Diaz**

1 message

**TrumpLV HKStatus** <lvhkstatus@trumphotels.com>

Tue, Apr 22, 2014 at 8:36 PM

To: TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Alma Pattaroyo <apattaroyo@trumphotels.com>, Alejandra Magana <amagana@trumphotels.com>, Blanca Alegret <balegret@trumphotels.com>, Claudine Fernandez <cfernandez@trumphotels.com>, Imelda Cretin <icretin@trumphotels.com>, Cherie Gallagher <cherie.gallagher@trumphotels.com>, Walter Rubi <wrubi@trumphotels.com>

Good evening,

The above associate called off at 8:35 pm for her shift on 4/23/2014 at 8:30 am. Thank you.

Chonnette Gamble

Housekeeping

Status Clerk

lvhkstatus@trumphotels.com

p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

*Awarded Travel + Leisure's 500 Best Hotels in the World for 2012**Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"*NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO | DORAL GOLF  
RESORT & SPA MIAMI

Coming Soon WASHINGTON D.C.



TrumpLV HKStatus <lvhkstatus@trumphotels.com>

**Call Off- Maria Jaramillo**

1 message

TrumpLV HKStatus <lvhkstatus@trumphotels.com>

Sun, Apr 27, 2014 at 9:21 PM

To: TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>, Walter Rubi <wrubi@trumphotels.com>, Alma Pattaroyo <apattaroyo@trumphotels.com>, Alejandra Magana <amagana@trumphotels.com>, Blanca Alegret <balegret@trumphotels.com>, Claudine Fernandez <cfemandez@trumphotels.com>, Imelda Cretin <icretin@trumphotels.com>, Cherie Gallagher <cherie.gallagher@trumphotels.com>

Good evening,  
Maria called off at 9:20 pm for her shift on 4/28/2014 at 8:30pm.

Thank you,  
Chonnette Gamble  
Housekeeping  
Status Clerk  
lvhkstatus@trumphotels.com  
p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**  
2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

*Awarded Travel + Leisure's 500 Best Hotels in the World for 2012*  
*Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"*

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO | DORAL GOLF RESORT & SPA MIAMI  
Coming Soon WASHINGTON D.C.



TrumpLV HKStatus <lvhkstatus@trumphotels.com>

**Eleuteria Blanco call off**

1 message

TrumpLV HKStatus <lvhkstatus@trumphotels.com> Thu, Jun 12, 2014 at 9:42 PM  
To: TrumpLV HKStatus <lvhkstatus@trumphotels.com>, TLV HK Management <tlvhkmgmt@trumphotels.com>, TLV Housekeeping <tlvhousekeeping@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>

Good morning, Eleuteria Blanco called off for her shift that starts at 8:30 am 6/13/2014

Eric Rush

Housekeeping

Status Clerk

lvhkstatus@trumphotels.com

p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

*Awarded Travel + Leisure's 500 Best Hotels in the World for 2012*

*Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"*

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO | DORAL GOLF RESORT & SPA MIAMI

Coming Soon WASHINGTON D.C.



TrumpLV HKStatus <lvhkstatus@trumphotels.com>

---

**Rodolfa Alemam**

1 message

---

**Walter Rubi** <wrubi@trumphotels.com> Tue, Jul 8, 2014 at 4:06 AM  
To: TLV Housekeeping <tivhousekeeping@trumphotels.com>, TLV HK Management <tivhkmgmt@trumphotels.com>, TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>, Alma Pattarroyo <apattarroyo@trumphotels.com>

This morning Rodolfo Aleman at 3:30 am called out sick for his 8:00 am shift on 07.08.14

—  
**Walter Rubi**  
*Housekeeping Supervisor*  
wrubi@trumphotels.com  
p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO

Coming Soon WASHINGTON D.C. | DORAL GOLF RESORT & SPA





TrumpLV HKStatus &lt;lvhkstatus@trumphotels.com&gt;

---

**Call Off- Eleuteria Blanco**

1 message

TrumpLV HKStatus &lt;lvhkstatus@trumphotels.com&gt; Sun, Jul 13, 2014 at 10:17 PM

To: TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Waiter Rubi <wrubi@trumphotels.com>, Alejandra Magana <amagana@trumphotels.com>, Alma Pattaroyo <apattaroyo@trumphotels.com>, Blanca Alegret <ballegret@trumphotels.com>, Andrew Ferraro <aferraro@trumphotels.com>, Morgan Engle <mengle@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Kelvin Kwon <kkwon@trumphotels.com>, Imelda Cretin <icretin@trumphotels.com>, Cherie Gallagher <cherie.gallagher@trumphotels.com>

Good evening,

Eleuteria called off at 10:16 pm for her shift on 7/14/2014 at 8:30 am.

Thank you,

Chonnette Gamble

Housekeeping

Status Clerk

lvhkstatus@trumphotels.com

p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

*Awarded Travel + Leisure's 500 Best Hotels in the World for 2012*

*Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"*

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO | DORAL GOLF  
RESORT & SPA MIAMI

Coming Soon WASHINGTON D.C.



TrumpLV HKStatus <lvhkstatus@trumphotels.com>

---

## Eleuteria Blanco

1 message

---

TrumpLV HKStatus <lvhkstatus@trumphotels.com>

Mon, Jul 14, 2014 at 10:36 PM

To: TrumpLV HKStatus <lvhkstatus@trumphotels.com>, TLV Housekeeping <tlvhousekeeping@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>

Good Evening,

*Eleuteria Blanco* called off for her shift start on 7-15-14 at 8:30 am.

Biruk Abdela

Housekeeping

Status Clerk

lvhkstatus@trumphotels.com

p. 702.476.7800 | f. 702.476.7890

### TRUMP INTERNATIONAL HOTEL LAS VEGAS

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

*Awarded Travel + Leisure's 500 Best Hotels in the World for 2012*

*Voted Las Vegas' Top Business Hotel in Travel + Leisure Magazine's "2011 World Best Awards"*

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO | DORAL GOLF RESORT & SPA MIAMI

Coming Soon WASHINGTON D.C.

# TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

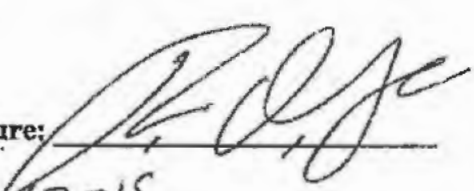
## Voluntary Statement

Regarding / Incident: \_\_\_\_\_

Date of Incident: 10/11/2015

CARMEN got aggressive with Jose and I just tried to calm things down. Carmen approach Jose. Carmen was talking about the union when she approach with

Associate Name: Ryan Aguayo

Associate Signature: 

Associate ID #: ~~206431~~

Date: 10/11/2015

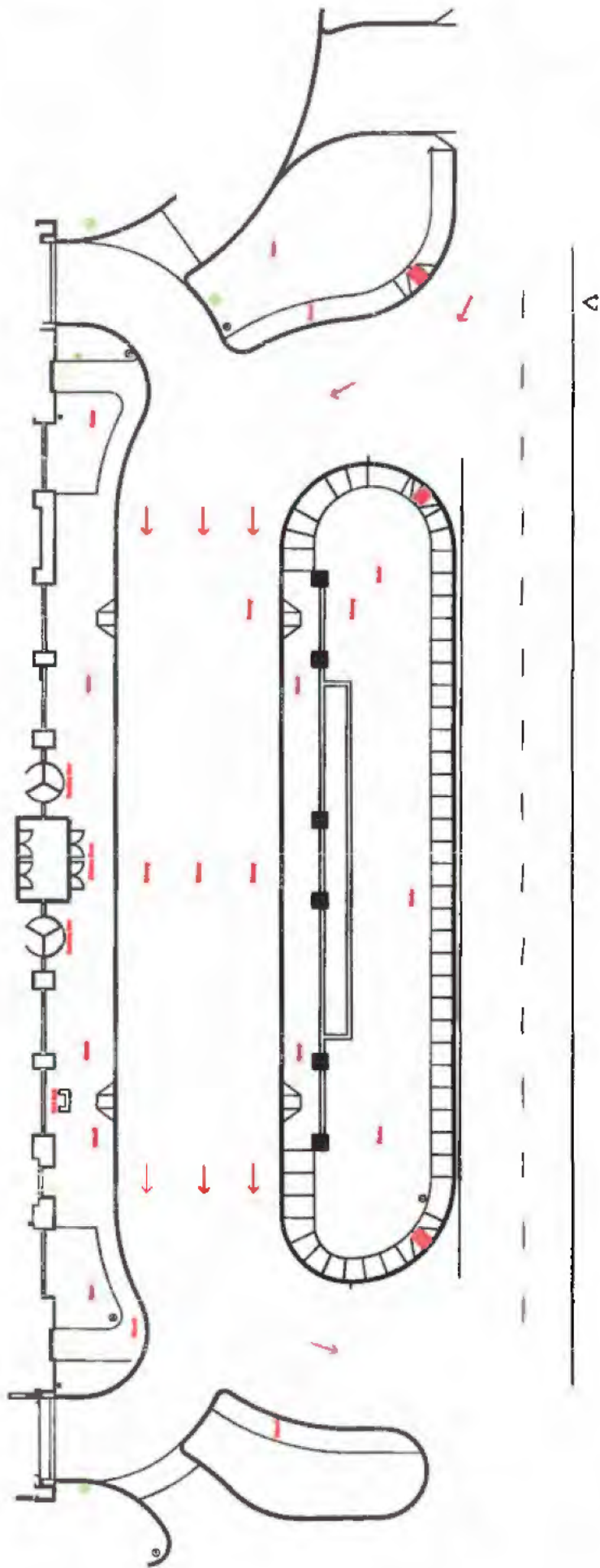
003164

R24

124 RECEIVED  REJECTED

28 CA - 149979  
CASE NO. CASE NAME Trump Ruffin

OF PAGES 2 DATE 12-15 FINGERPRINT JD



Pop 25 A

R25A-25H  RECEIVED  REJECTED

28-CA-14997A  
CASE NO. CASE NAME Trump Ruffin

OF PAGES: 9 DATE: 12-15-2015 REFERENCE: J02



25 B



25C





050



TRUMP

25E





256



25H

**TRUMP**  
INTERNATIONAL HOTEL  
LAS VEGAS

Respondent's  
Exhibit  
26

**Associate Disciplinary Record**

Associate Name: MARTHA GUZMAN Department: Housekeeping

Associate #: 2540 Date/Time of incident: 1/19/14 at            Today's Date: 11/30/14

Describe the action that made it necessary to prepare this report.

The associate has 3 POINTS in the attendance calendar  
  
\*\*\*CHECK ATTACHED CALENDAR\*\*\*\*

Describe the counseling received by the Associate.

Type of Discipline:

Verbal Coaching    1<sup>st</sup> Written Warning    2<sup>nd</sup> Written/Final Warning    Other \_\_\_\_\_    Suspension:

Your Manager has given you a suspension without pay, effective \_\_\_ through \_\_. A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

*Check if applicable*

Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment. \_\_\_\_\_ (Associate Initials)

Suspension Pending Investigation

Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on \_\_\_ at \_\_\_ a.m. \_\_\_\_\_ (Associate Initials)

[Signature] 2-2-14  
Manager's Signature/Date

Marta Guzman 2/2/14  
Associate's Signature/Date

[Signature] 2/2/14  
Human Resources/Date

[Signature]  
Witness' Signature/Date

RECEIVED  
2/26/14

\*\*Note: Continued use of improper conduct may result in further disciplinary action up to and including termination.\*\*

2260

226 RECEIVED  REJECTED   
28-CA-149979 Trump Ruffin  
CASE NO. CASE NAME  
OF PAGES: 5 DATE 12-15 REPORTED: OP

7

**TRUMP**  
**INTERNATIONAL HOTEL**  
**LAS VEGAS**

**Associate Disciplinary Record (page two)**

Associate Name: MARTHA GUZMAN Department: Housekeeping

Date: 1/30/14

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome

**Associate Comments**

Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

[Signature]  
Manager's Signature/Date

Martha Guzman 2/12/14  
Associate's Signature/Date

\_\_\_\_\_  
Human Resources/Date

\_\_\_\_\_  
Witness' Signature/Date

**\*\*Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.\*\***



# TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

## Attendance Calendar - 2014

ASSOCIATE NAME	GUZMAN, MARTHA		ASSOCIATE ID #	2678
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING	
HIRE DATE	Tuesday, June 08, 2010		POSITION	GRA

T Tardy     PTO Paid Time off     VEO Voluntary Early Out     NVEO Non-Voluntary Early Out     CL Call-In

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																															
May																															
June																															
July																															
August																															
September																															
October																															
November																															
December																															

LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	1/2
LATE, BUT REPORTS TO WORK WITHIN 30 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	1/2
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL)	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1/2
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4



**TRUMP**  
INTERNATIONAL HOTEL  
LAS VEGAS

**Associate Disciplinary Record**

Associate Name: Martha Guzman Department: Housekeeping

Associate #: 2678 Date/Time of Incident: 2/15/14 at \_\_\_\_\_ Today's Date: 2/15/14

Describe the action that made it necessary to prepare this report.

The associate has 5 POINTS in the attendance calendar

**\*\*\*CHECK ATTACHED CALENDAR\*\*\*\***

Describe the counseling received by the Associate.

Type of Discipline:

Verbal Coaching  1<sup>st</sup> Written Warning  2<sup>nd</sup> Written/Final Warning  Other \_\_\_\_\_  Suspension:

Your Manager has given you a suspension without pay, effective \_\_ through \_\_ A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

*Check if applicable*

Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment. \_\_\_\_\_ (Associate Initials)

Suspension Pending Investigation

Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on \_\_ at \_\_ a.m. \_\_\_\_\_ (Associate Initials)

[Signature]  
Manager's Signature/Date

[Signature]  
Associate's Signature/Date

[Signature] 2/21/14  
Human Resources/Date

[Signature]  
Witness' Signature/Date

**\*\*Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.\*\***

**Respondent's Exhibit**  
227

R27 RECEIVED  REJECTED

28-CA-149979 Trump Ruffin  
CASE NO. CASE NAME

OF PAGES: 5 DATE: 12-1-15 REPORTER: JJP

**TRUMP**  
INTERNATIONAL HOTEL  
LAS VEGAS

**Associate Disciplinary Record (page two)**

Associate Name: Martha Guzman Department: Housekeeping

Date: 2/15/14

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome

**Associate Comments**

Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

  
\_\_\_\_\_  
Manager's Signature/Date

  
\_\_\_\_\_  
Associate's Signature/Date

\_\_\_\_\_  
Human Resources/Date

\_\_\_\_\_  
Witness' Signature/Date

**\*\*Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.\*\***

**TRUMP**  
INTERNATIONAL HOTEL

# Attendance Calendar - 2014

TAS VEGAS

ASSOCIATE NAME	GUZMAN, MARTHA	ASSOCIATE ID #	2578
PHONE NUMBER	DEPARTMENT	HOUSEKEEPING	
HIRE DATE	Tuesday, June 08, 2010	POSITION	GRA

Tardy 
  Paid Time off 
  Voluntary Early Out 
  Non-Voluntary Early Out 
  Call-In

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
January																																			C
February																																			
March																																			
April																																			
May																																			
June																																			
July																																			
August																																			
September																																			
October																																			
November																																			
December																																			

LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	1/2
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	1/4
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1/2
<b>POINTS</b>	
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4



**TRUMP**

Vania Mariscal &lt;vmariscal@trumphotels.com&gt;

**Martha Guzman**

1 message

**Walter Rubi** <wrubi@trumphotels.com>

Tue, Jul 7, 2015 at 4:16 AM

To: TLV HK Management <tlvhkmgmt@trumphotels.com>, TLV Housekeeping <tlvhousekeeping@trumphotels.com>, TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>, Alma Pattaroyo <apattaroyo@trumphotels.com>

Martha called off at 4:15 am for her 8:30 am shift on 07.07.15

**Walter Rubi***Housekeeping Supervisor**wrubi@trumphotels.com**p. 702.476.7800 | f. 702.476.7890***TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | [facebook.com/TrumpLasVegas](https://www.facebook.com/TrumpLasVegas) | [twitter.com/TrumpLasVegas](https://twitter.com/TrumpLasVegas)

NEW YORK: CENTRAL PARK &amp; SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO

Coming Soon WASHINGTON D.C. | DORAL GOLF RESORT &amp; SPA

R 28



828 RECEIVED  REJECTED   
28 CA-14979  
CASE NO. CASE NAME: Trump Ruffin  
OF PAGES: 2 DATE: 12-15 REPORTER: JD



# Hourly Associate Performance Appraisal

Associate Name: Martha Guzman  
 Position/Department: GRA/Housekeeping  
 Reviewed By: Andrew Ferraro/Floor manager  
 Review Date: 1/9/2015  
 Hire Date: 6/6/2013

*This form does not necessarily address each and every aspect of an employee's performance. It is intended to provide an understanding of overall performance.*

- 90 Day Probation Period
- Annual Performance Review
- Annual Performance Review Seasonal/On-Call/Temp

## SERVICE STANDARDS

STANDARD	EXCEEDS: 3	MEETS: 2	BELOW: 1	SCORE:
Smiles and greets guests and fellow associates	<input type="checkbox"/> Routinely greets guests and fellow associates with a smile by using the 10/5 rule.	<input checked="" type="checkbox"/> Usually greets guests and fellow associates with a smile by using the 10/5 rule.	<input type="checkbox"/> Inconsistently greets guests and fellow associates; Does not regularly use the 10/5 rule.	<input type="checkbox"/>
Uses luxurious language and practices Trump telephone etiquette	<input type="checkbox"/> Always sets an example for associates by exhibiting consistent luxurious language with guests and associates.	<input checked="" type="checkbox"/> Ordinarily practices luxurious language with guests and associates.	<input type="checkbox"/> Has difficulty practicing luxurious language with guests and associates consistently.	<input type="checkbox"/>
Uses the guest's and associate's name at every opportunity	<input type="checkbox"/> Proactively uses guest's name and recognizes repeat guests; Consistently refers to associates by name.	<input checked="" type="checkbox"/> Usually uses guest's name and routinely recognizes repeat guests. Generally refers to associates by name.	<input type="checkbox"/> Inconsistently uses guest's name and does not routinely recognize repeat guests; Infrequently refers to associates by name	<input type="checkbox"/>
Offers assistance and provides options to guests and fellow associates	<input type="checkbox"/> Seeks opportunities to offer assistance and provide options to guests and fellow associates.	<input checked="" type="checkbox"/> Offer assistance and provides options when it appears that a guest or fellow associate requires help.	<input type="checkbox"/> Misses opportunities to assist guests and fellow associates. Has difficulty identifying options.	<input type="checkbox"/>
Provides quick and efficient service for guests and associates	<input type="checkbox"/> Delights guests and associates by continually providing quick and efficient service.	<input checked="" type="checkbox"/> Routinely provides quick and efficient service to guests and associates.	<input type="checkbox"/> Inconsistently provides quick and efficient service to guests and associates.	<input type="checkbox"/>
Thanks guests and invites them back. Extends courtesy by thanking fellow associates	<input type="checkbox"/> Routinely thanks guests and invites them to return; Appropriately thanks fellow associates.	<input checked="" type="checkbox"/> Usually thanks guests and invites them to return; Ordinarily thanks fellow associates.	<input type="checkbox"/> Inconsistently thanks guests and does not routinely invite them to return; Does not routinely thank fellow associates.	<input type="checkbox"/>
Demonstrates LEAP (Listen, Empathize, Ask, Produce) when dealing with service recovery	<input type="checkbox"/> Proactively seeks opportunities to confirm loyalty from guests and associates; Creatively identifies personalized solutions when problems occur; Follows up to confirm guest satisfaction.	<input checked="" type="checkbox"/> Generally seeks opportunities to recover guests and associates; Provides resolutions when problems occur; Follows up to confirm guest satisfaction.	<input type="checkbox"/> Has difficulty identifying opportunities to recover guest and associates; Does not consistently follow up to ensure guest satisfaction.	<input type="checkbox"/>

3/15/15  
JAM

Respondent's Exhibit

R29

RECEIVED



REJECTED

28 CA - 149979

CASE NO.

CASE NAME

Trump Ruffin

OF PAGES: 6

DATE: 12-15

REPORT NO.

00

## SERVICE STANDARDS

STANDARD	EXCEEDS: 3	MEETS: 2	BELOW: 1	SCORE:
Anticipate Guest's Needs	<input type="checkbox"/> Proactively seeks opportunities to anticipate guest's and associate's needs; Able to share knowledge with fellow associates.	<input checked="" type="checkbox"/> Generally seeks opportunities to anticipate guest's and associate's needs.	<input type="checkbox"/> Has difficulty anticipating guest's and associate's needs.	<input type="checkbox"/>
Demonstrates positive relationships and exhibits Trump Service Basics with guests and associates	<input checked="" type="checkbox"/> Routinely delivers service basics in interactions with both guests and associates; Adapts to new situations while maintaining flexibility.	<input type="checkbox"/> Usually delivers service basics in interactions with both guests and associates; Adapts to new situations while maintaining flexibility.	<input type="checkbox"/> Has difficulty delivering service basics with both guests and associates; Often impolite and inflexible.	<input type="checkbox"/>
Demonstrates teamwork and cooperation with associates	<input type="checkbox"/> Assists others in any area of the hotel without being asked; Recognizes opportunities to teach fellow associates while performing duties.	<input checked="" type="checkbox"/> Assists associates in a courteous and cooperative manner if needed.	<input type="checkbox"/> Does not routinely cooperate with most associates and fails to maintain positive relationships; Does not regularly assist associates unless asked.	<input type="checkbox"/>
Demonstrates positive relationships with supervisor(s)	<input checked="" type="checkbox"/> Appreciates and seeks constructive feedback; Always addresses concerns using the Open Door Policy	<input type="checkbox"/> Usually follows direction and accepts constructive feedback; Ordinarily uses the Open Door Policy.	<input type="checkbox"/> Has a difficult time accepting constructive feedback, often blames others; Does not consistently use the Open Door Policy.	<input type="checkbox"/>

Comments: Any below standards ratings must be supported by specific comments.

## JOB STANDARDS

STANDARD	EXCEEDS:3	MEETS:2	BELOW:1	SCORE:
Hotel Grooming Policy and Uniform Image Guidelines	<input type="checkbox"/> Consistently sets an example for associates by exhibiting consistent and polished grooming and image compliance.	<input checked="" type="checkbox"/> Ordinarily exhibits compliance with grooming and image policy.	<input type="checkbox"/> Has difficulty exhibiting grooming and image policy consistently.	<input type="checkbox"/>
Attendance, punctuality	<input type="checkbox"/> Consistently available, present and on time for all scheduled shifts; Offers to work for others.	<input type="checkbox"/> Present for all scheduled shifts and usually on time.	<input checked="" type="checkbox"/> Has difficulty arriving on time and for all scheduled shifts.	<input type="checkbox"/>
Contributes to Department Initiative	<input type="checkbox"/> Display a high level of expertise in this job task.	<input checked="" type="checkbox"/> Usually demonstrates the ability to perform this job task.	<input type="checkbox"/> Has difficulty performing this job task.	<input type="checkbox"/>
Initiative and Follow-Through	<input type="checkbox"/> Assumes additional tasks without instruction; Takes ownership and follows through; Goes above and beyond the job to improve the performance of the hotel.	<input checked="" type="checkbox"/> Assumes additional tasks once instruction is given; Follows through to ensure that tasks are completed.	<input type="checkbox"/> Has difficulty proceeding alone; Does not routinely take the necessary actions fulfill the job requirements; Occasionally fails to carry out instructions.	<input type="checkbox"/>

## JOB STANDARDS

STANDARD	EXCEEDS:3	MEETS:2	BELOW:1	SCORE:
Work Quality	<input type="checkbox"/> Work is exceptional in thoroughness, accuracy and attention to detail; Requires minimal supervision with non-routine situations.	<input checked="" type="checkbox"/> Usually maintains a high standard at work, is thorough and accurate on most requirements; Occasionally supervision is needed with non-routine situations.	<input type="checkbox"/> Occasionally falls short of meeting quality standards; Work falls below the standard for the job and is characterized by frequent mistakes; Requires constant supervision and corrections.	<input type="checkbox"/>

**Comments** She struggles with attendance and calls out frequently and has been documented.

## WORK STANDARDS

STANDARD	EXCEEDS: 3	MEETS: 2	BELOW: 1	SCORE
Demonstrates safe work habits	<input type="checkbox"/> Performing tasks; Takes the initiative for identifying and correcting potential safety hazards outside their immediate work area.	<input checked="" type="checkbox"/> Usually works in a safe manner; Generally utilizes proper safety equipment when performing tasks; Reports potential safety hazards.	<input type="checkbox"/> Does not always work in a safe manner; Occasionally fails to adhere to safety rules and ignores hazards; Does not regularly use appropriate safety equipment when performing tasks.	<input type="checkbox"/>
Shows concern for hotel property	<input type="checkbox"/> Maintains a clean and organized work area; respects hotel property; Ensures that all equipment and facilities are in working order; Requests supplies as needed.	<input checked="" type="checkbox"/> Generally maintains a clean and organized work area; Minimizes damage to hotel property; Reports items not in working order or supplies that are needed.	<input type="checkbox"/> Has difficulty maintaining a clean and organized work area; Does not show sufficient concern for hotel property.	<input type="checkbox"/>
Observes hotel and department rules and procedures	<input type="checkbox"/> Adheres to and supports hotel and departmental policies, rules and regulations; Sets the example for others to follow.	<input checked="" type="checkbox"/> Usually adheres to and supports hotel and departmental policies, rules and regulations	<input type="checkbox"/> Has been counseled on failure to adhere to hotel policies, procedures and regulations.	<input type="checkbox"/>
Exemplifies Trump's values of integrity and respect	<input type="checkbox"/> Encourages and accepts different points of view; respectful of other's differences.	<input checked="" type="checkbox"/> Usually accepting of different points of view; Usually respectful of other's differences.	<input type="checkbox"/> Inconsistent in accepting different points of view; Fails to be respectful of other's differences.	<input type="checkbox"/>

**Comments** Any below standards ratings must be supported by specific comments.

### For Annual Review

Total Score: 41

Overall Rating:

Significantly Exceeds 55-60

*A significantly exceeds expectations rating is not attainable if ANY category is rated below standards regardless of the point total.*

Exceeds Expectations 48-54

Meets Expectations 36-47

Below Expectations 20-35

### For Probation Period Review

I recommend this associate be retained

I recommend this associate's probationary period be extended (\*\*training plan must be attached\*\*)

I recommend this associate not be retained

### Comments

**Supervisor/Manager:** Martha is a very consistent associate when it comes to the quality of her rooms. She is always all ears and it willing to listen and take constructive criticism. Over the past year she has struggled with attendance, whether it has been calling on many occasions or being late. She is a very pleasant room attendant and joy to have on board.

**Associate Comments:** (If you have no comment, please write "No Comment")

### Goals

Each Associate is given three goals for the upcoming year comprised of the Hotel's GSI goal and two performance related/growth goals.

**What are the associate's jobs related goals for the upcoming year?**

In 2014 we had 81 accidents. For 2015 our goal is to minimize accidents in our dept. Therefore your goal is to work safe 365 days. Our GSI goal for 2014 was 9.06- 2015 our GSI goal is 9.25 you are an important part in helping us achieve our goal.

**What are the associate's career goals?**

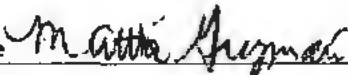
**How can the associate develop the necessary skills to reach their next career goal?**

Please sign and print name below:

Associate

Name

Signature



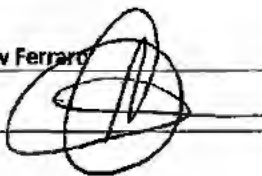
Department Head

Name

Signature

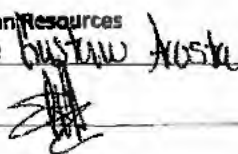
Reviewer

Name Andrew Ferraro



Human Resources

Name



Signature

Signature

# STATEMENT

TYPE OF INCIDENT: \_\_\_\_\_ SR# \_\_\_\_\_

DATE OCCURRED: \_\_\_\_\_ TIME OCCURRED: \_\_\_\_\_

DATE REPORTED: \_\_\_\_\_ TIME REPORTED: \_\_\_\_\_

PERSON REPORTING: LAST: GREEN FIRST: OLIVIA

ADDITIONAL GUEST: LAST: \_\_\_\_\_ FIRST: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_ SECONDARY PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ ROOM# \_\_\_\_\_

**DETAILS OF INCIDENT:**

ON SATURDAY @ 0155 I OFFICER GREEN WAS POSTED AT LINCOLN - VALET, AS I NOTICE 2 HOUSEKEEPER STANDING ON THE SIDEWALK GATHERING TOGETHER, I WALKED OVER TO THEM AND ASK WHAT WAS GOING ON AND AT THIS TIME THERE WERE APPROXIMATELY 4 HOUSEKEEPER AND ONE OF THE FEMALES STATED THAT THEY HAD BUSINESS HERE

THE INFORMATION I HAVE PROVIDED SECURITY PERSONNEL IS ACCURATE AND COMPLETE. SECURITY PERSONNEL HAVE ADVISED ME THEY ARE NOT AUTHORIZED TO TENDER A CRIME REPORT TO LAW ENFORCEMENT AUTHORITIES ON MY BEHALF, AND IF I CONSIDER SUCH A REPORT TO BE WARRANTED, I SHOULD CONTACT THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT AT (702) 229-3111.

SIGNATURE OF PERSON MAKING STATEMENT: [Signature] DATE \_\_\_\_\_

WITNESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

Respondent's  
Exhibit  
30



R30 RECEIVED  REJECTED

28 CA-149979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Ruffin

OF PAGES: 4 DATE: 12-2-15 REPORTER: JD

SR

PAGE OF

CONTINUATION:

I THEN CALLED CONTROL AND EXPLAINED TO  
OFFICER HOLDSWORTH WHAT WAS GOING ON.

AND ASKED FOR ANOTHER OFFICER TO  
ASSIST ~~ACCEPTANCE~~ OFFICER RONALES ASSISTED  
ME AND ALSO OFFICER JOHNSON. OFFICER

JOHNSON INSTRUCTED THE GROUP OF PEOPLE

THAT THEY COULD NOT COME ON PROPERTY. THAT

~~IS~~ THIS IS PRIVATE PROPERTY. THERE WAS A

MAN WHO STATED THAT HE WAS A UNION REPRESENTATIVE

AND IT WAS AGAINST THE LAW FOR US TO STOP

THEM. WE CALL CONTROL AND THEY SAID

THAT MR. TURNER SAID TO BACK OFF. SO I OLIVERIA

AND JOHNSON & RONALES STARTING GOING BACK

TO OUR POST

## CONTINUATION:

AFTER WE WAS TOLD TO BACK OFF. THE (2) HOUSEKEEPERS  
CONTINUE TO WALK TOWARDS THE REVOLVING  
DOORS PASSING OUT PINK FLYERS FOR ABOUT  
10 MIN. AND THEN DEPARTED TOWARDS THE  
EMPLOYEE ENTRANCE.



Clyde Turner &lt;cturner@trumphotels.com&gt;

**DAY SHIFT PASS ON**

1 message

Trump LV &lt;lvsecurity@trumphotels.com&gt;

Sat, Feb 28, 2015 at 3:08 PM

To: Clyde Turner &lt;cturner@trumphotels.com&gt;, Eric Deigado &lt;edelgado@trumphoteis.com&gt;

Saturday, 02.28.15

**HOTEL STATUS**

OCC; 73%

ARR; 290

DEP; 178

S/O; 594

**REPORTS:**

At 1223 hours Officer Holdsworth was dispatched to - SR#022815-0135. Associate Misconduct (GRA-Regalado).

Lost HSKP key# 84 on 51<sup>st</sup> floor.

**MISC.:**

1. All elevators are operational.
2. Updated Stewarding keys 62, 63, and 64. PSAV key updated. F&B key #69 and Busser key #59 updated (Until 03/31/15)
3. Union members out in front of property distributing leaflets. Per Adam-1 they are allowed to distribute as long as they do not enter property.
4. Female guest requesting Security. S/O Harris to have her room keys change if and when her other guest return to property and causing trouble to please call Security. The guest will comply.
5. Room 3007 alarm activation. Burnt bacon.
6. Red Rock on property.
7. Pool Deck removed one non hotel person from that area.
8. Officer Rohan arrived late at 1115 hours.
9. Officer Saint arrived late at 1120 hours.
10. Alejandra Magana advised Control at 1205 hours, missing HSKP key #84, they helped GRA search, could not locate. A-1 advised.
- 11.

lvsecurity@trumphotels.com

p. 702.476.7972 | f. 702.467.7975

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

trumphotalcollection.com/las-vegas/ | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

Las Vegas' Top Business Hotel in Travel + Leisure "World Best Awards" 2012  
Condé Nast Traveler "Top 20 Hotel Spa in America" Reader's Choice Poll 2012

Resp Ex-31

E31

1231 RECEIVED  REJECTED

28-CA-149979  
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 4 DATE: 12-15 REPORTER: JD

11/4/2015

Trumphotels.com Mail - DAY SHIFT PASS ON

NEW YORK: CENTRAL PARK + SOHO CHICAGO LAS VEGAS WAIKIKI PANAMA TORONTO MIAMI |  
DORAL IRELAND | DOONBEG  
*Coming Soon* VANCOUVER WASHINGTON D.C. RIO DE JANEIRO BAKU



Clyde Turner &lt;cturner@trumphotels.com&gt;

**SWING SHIFT**

1 message

Trump LV &lt;lvsecurity@trumphotels.com&gt;

Sat, Feb 28, 2015 at 10:23 PM

To: Clyde Turner &lt;cturner@trumphotels.com&gt;, Eric Delgado &lt;edelgado@trumphotels.com&gt;, Leo Rulloda &lt;lrulloda@trumphotels.com&gt;

**Saturday 02-28-15*****Officers on Duty: Day Shift Officers Green, Dunlap, Johnson, Harris, Holdsworth Swing Shift Vinmans, Watkins, Ioana, Saint, Rohan, Brown, Merritt, Yurek, Valdes, Slovak*****Hotel Status**

OCC: 80%

ARR: 297

DEP: 209

**REPORTS:(0)**

1. SR# 022815-0136- Property Damage- officer reporting damage to the ceiling- assigned to Officer Rohan

**Miscellaneous**

1. Union Members back on property handing out flyers at the valet / front door area. Notified by doormen..  
Per Mr Turner the union members CAN
2. hand out flyers only on the exterior area of Trump property all the way up to the doors ONLY.
3. [REDACTED] is claiming missing property from 10/25/14 to 10/27/14 guest is coming back to vegas she might be coming into trump to file report.
4. All elevators up and operational

**TLV SECURITY DEPARTMENT**

Security Officer

lvsecurity@trumphotels.com

p. 702.476.7972 | f. 702.467.7975

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

trumphotelcollection.com/las-vegas/ | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

Las Vegas' Top Business Hotel in Travel + Leisure "World Best Awards" 2012

Condé Nast Traveler: "Top 20 Hotel Spa in America" Reader's Choice Poll 2012

NEW YORK: CENTRAL PARK + SOHO CHICAGO LAS VEGAS WAIKIKI PANAMA TORONTO MIAMI |

DORAL IRELAND | DOONBEG

Coming Soon VANCOUVER WASHINGTON D.C. RIO DE JANEIRO BAKU



Vania Mariscal <vmariscal@trumphotels.com>

**Martha Guzman**

1 message

**Anthony Wandick** <awandick@trumphotels.com>

Thu, Jul 2, 2015 at 4:37 PM

To: TrumpLV HKStatus <lvhkstatus@trumphotels.com>, Christina Keeran <ckeeran@trumphotels.com>, Vania Mariscal <vmariscal@trumphotels.com>, TLV HK Management <tlvhkmgmt@trumphotels.com>

Martha Will be out until the 5th. Please do not do task sheet

**Anthony Wandick**

*Housekeeping Manager*

awandick@trumphotels.com

p. 702.476.7800 | f. 702.476.7890

**TRUMP INTERNATIONAL HOTEL LAS VEGAS**

2000 Fashion Show Drive | Las Vegas, NV | 89109

TrumpLasVegasHotel.com | facebook.com/TrumpLasVegas | twitter.com/TrumpLasVegas

NEW YORK: CENTRAL PARK & SOHO | CHICAGO | LAS VEGAS | WAIKIKI | PANAMA | TORONTO

Coming Soon WASHINGTON D.C. | DORAL GOLF RESORT & SPA

32  
Resp ~~30~~ L32



B32 RECEIVED  REJECTED \_\_\_\_\_  
CASE NO. 28-CA-149979 CASE NAME: Trump Ruffin  
OF PAGES: 2 DATE: 2/3/15 REPORTER: JD

EXHIBIT EXCLUDED

CASE NAME & DATE

Leading Case Number NLRB28C-00053

Leading Case Name Trump Ruffin Commercial, LLC

Exhibit Number R - 33

Description \_\_\_\_\_

The above-referenced exhibit is not included herein for the following reason:

1. Exhibit Withdrawn \_\_\_\_\_
2. Exhibits Rejected  X
3. Other (Explain) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibits retained by in rejected exhibits file

\_\_\_\_\_

JACQUI DENLINGER  
Court Reporter

**T R U M P**  
INTERNATIONAL HOTEL  
LAS VEGAS

**Associate Disciplinary Record**

Associate Name: Rodolfo Aleman

Department: Housekeeping

Date: 3/24/15

**Describe the action that made it necessary to prepare this report.**

Include dates and events, as well as any policies which have been violated. Previous discipline for similar conduct should also be included here.

Level 3 – Unsatisfactory Work Performance or failure to meet company standards of performance.

On 3/21/15 Rodolfo was assigned to clean 3505 as an occupied room. At approx 1130am during a conversation with his inspector (Princess Hood) Rodolfo told Princess that he did a full stay-over cleaning to suite 3505, and this was his first room he cleaned for the day. Princess Hood then asked if she could perform a QC inspection of the suite but when knocking on the door discovered that the guests were actually in the suite and sleeping. Rodolfo knows that when he marks "OC" to denote that he completed cleaning a suite he must be 100% sure that the suite was fully serviced. Rodolfo on a written statement wrote that he gave this guest extra bottles of water, extra coffee and took out the trash but he knows that he CANNOT mark "Giving Amenities" to a guest as providing full stay-over cleaning. This type of false statement is not accepted in the housekeeping dept and GRAs must be truthful in writing down which suites they completed for the day.

**Describe the counseling received by the Associate.**

This should include an explanation of the corrective action which the Associate has been told must be taken to remedy the immediate situation.

Associate are told in the housekeeping department that they must report rooms that refused service and get replacement rooms. GRAs must always be truthful and only mark completed rooms on their task sheets if they fully complete cleaning and providing service. Associates know that taking credit for rooms that they did not fully complete is falsifying their work documents and will be issued progressive disciplinary action including suspension and or termination.

**Type of Discipline:**

Verbal Coaching  1<sup>st</sup> Written Warning  2<sup>nd</sup> Written/Final Warning  Other \_\_\_\_\_  Suspension:

Your Manager has given you a suspension without pay, effective \_\_\_\_\_ through \_\_\_\_\_. A written description of the problem and directions for correcting the problem is indicated above. A Suspension is imposed to emphasize the seriousness of the situation and clearly communicate that your job is in jeopardy.

*Check if applicable*

Upon your return, you will be provided with a written Performance Improvement Plan (PIP), which your department manager will discuss with you in its entirety, and with which you will be required to agree and comply as a condition of your continued employment. \_\_\_\_\_ (Associate Initials)

Suspension Pending Investigation

Your Manager has placed you on a suspension pending investigation for possible termination of employment. During the suspension the facts will be investigated. If you feel you have further information which will influence the decision, you should contact Human Resources immediately. You are to report to the Human Resources office to discuss the outcome of the investigation and your employment status decision on \_\_\_\_\_ at a.m. \_\_\_\_\_ (Associate Initials)

[Signature]  
Manager's Signature/Date

[Signature]  
Associate's Signature/Date

[Signature]  
Human Resources/Date

[Signature]  
Witness Signature/Date

**\*\*Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.\*\***

R34

R34 RECEIVED  REJECTED

28-CA-149979  
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 3 DATE: 12-3-15 REPORTER: MD

**TRUMP**  
INTERNATIONAL HOTEL  
 LAS VEGAS

**Associate Disciplinary Record (page two)**

Associate Name: Rodolfo Aleman

Department: Housekeeping

Date: 3/2/14

List any previous discipline for conduct of a similar nature

Date	Offense	Outcome
1/30/12	Job Performance - Room Cleanliness	Verbal Coaching
4/29/12	Job Performance - Room Cleanliness	First Written
9/17/12	Job Performance - Room Cleanliness	2nd Written
1/3/13	Job Performance - Dropped Rooms	Suspension
2/7/14	Job Performance - Dishonesty	First Written
3/2/14	Job Performance - Dropped Rooms	Verbal Coaching

**Associate Comments**


Associate should write, in their own words, any additional information that they feel is relevant to the situation at hand. Attach additional pages as necessary.

No estoy de acuerdo con este es-  
 tatemento por q' yo hice lo q' el  
 guess me pidio solo, no hice la  
 cama. Pero me estan ocasionando con  
 mas cosas de lo q' se hacen por el  
 honor de union q' por lo.

  
 \_\_\_\_\_  
 Manager's Signature/Date

  
 \_\_\_\_\_  
 Associate's Signature/Date

\_\_\_\_\_  
 Human Resources/Date

  
 \_\_\_\_\_  
 Witness' Signature/Date

**\*\*Note: Continuance of improper conduct may result in further disciplinary action up to and including termination.\*\***

**T R U M P**  
**INTERNATIONAL HOTEL**  
**LAS VEGAS**

**Internal Transfer Request Form**

**Instructions:**

- ✓ Speak with your manager first if you are interested in transferring to another department.
- ✓ Fill in this form completely and forward to Human Resources with an updated resume.
- ✓ Please note completing this form does not guarantee the position for which you are applying.

**Eligibility:**

- ✓ You must be in your current position for a minimum of 6 months.
- ✓ You must not have any disciplinary action in your HR file in the last 6 months. You are not currently on a corrective action plan.
- ✓ If your transfer is approved, you will serve a new introductory period of 90 days.

**Current Information (Please print clearly)**

Name: Rodolfo Alaman Position: Wthere Houses ATT  
Current Position: GA Manager's name: \_\_\_\_\_  
Department: Houses Keeping Phone Number: 702-502-7444  
Position You Are Applying for: Wthere Houses ATT  
Posted position you are applying for: Wthere Houses ATT

**Please explain your qualifications for the position you are applying for:**

Cuatro años trabajando en el Trump. Quiero tener la oportunidad de cambiar de posición y tengo la habilidad de hacer cualquier tipo de trabajo.

Why are you requesting for this transfer opportunity?

Soy un trabajador honesto confiable, sigo las reglas, no falta y hago mi trabajo bien.

Associate's signature: \_\_\_\_\_

Date: \_\_\_\_\_

04-20-15

HR/LV

Rev 04.2015

R35  
R215

B35 RECEIVED  REJECTED   
20-CA-149979  
CASE NO. CASE NAME: Trump Ruffin  
OF PAGES: 2 DATE: 12-3-15 REPORTER: JO

Session 1 / HR	Friday 6/19
Time	Name
12:00pm-1:30pm	Raul Sanchez HSKP
12:00pm-1:30pm	Antonia Garcia HSKP
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	
12:00pm-1:30pm	

TR 36



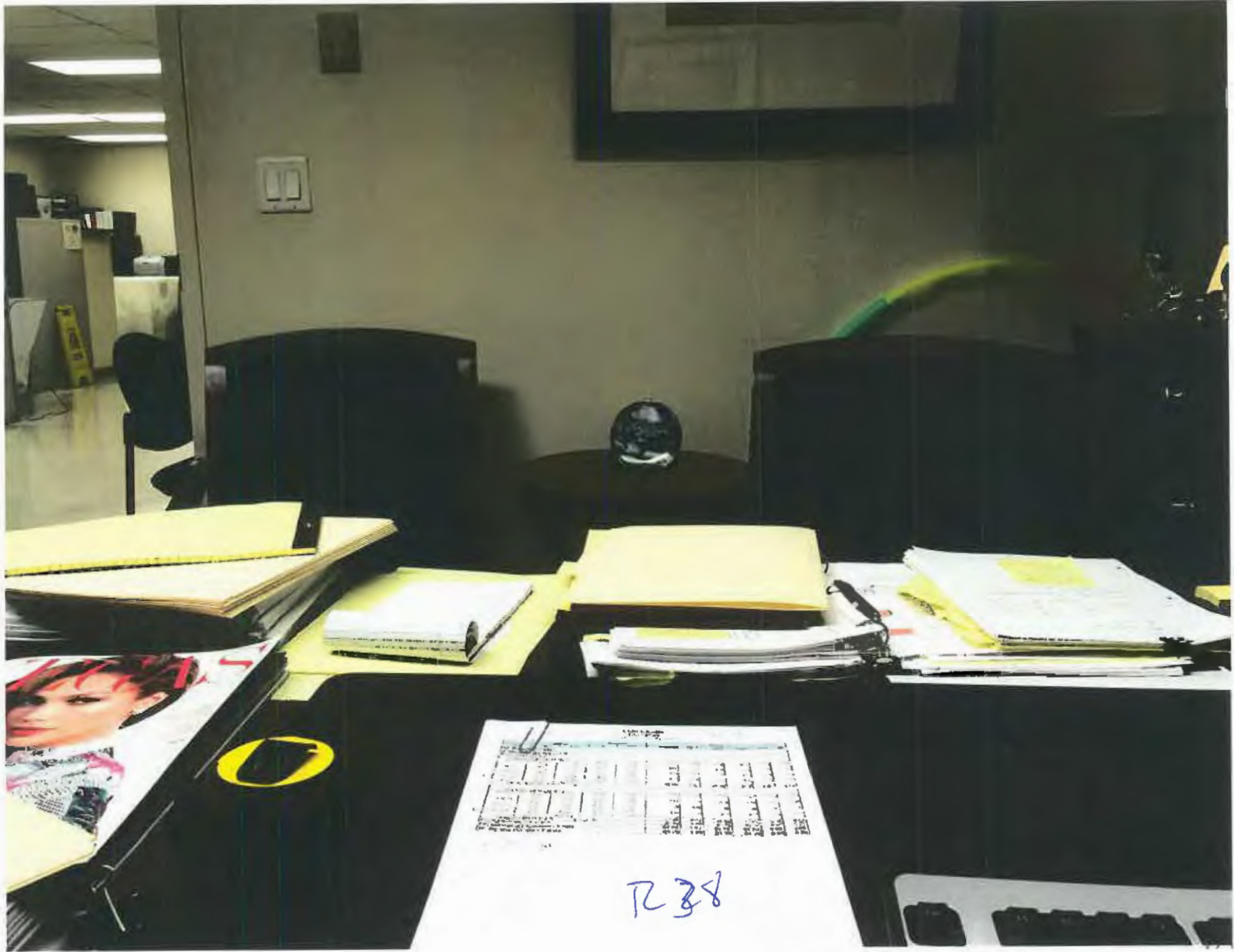
R36 RECEIVED  REJECTED   
28 CA-149979  
CASE NO. CASE NAME: Trump Bullin  
OF PAGES 2 DATE 2015 REPORTER: [Signature]



R37 RECEIVED  REJECTED

28 CA-149979  
CASE NO. CASE NAME: Trump Rubin

OF PAGES: 2 DATE: 12/31/15 REPORTER: JD



DATE	TIME	LOCATION	STATUS	REMARKS
12/15/08	10:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	11:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	12:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	13:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	14:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	15:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	16:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	17:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	18:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	19:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	20:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	21:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	22:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	23:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	24:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	25:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	26:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	27:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	28:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	29:00	Room 101	Present	Meeting with Mr. Smith
12/15/08	30:00	Room 101	Present	Meeting with Mr. Smith

1238

238 RECEIVED  REJECTED

28CA-14997A  
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 12-15 REPORTER: JD



1239 RECEIVED  REJECTED   
28CA-149979  
CASE NO. \_\_\_\_\_ CASE NAME: Trump Buftin  
OF PAGES: 2 DATE: 12-3-15 REPORTER: DD

**Shift Details**  
**Las Vegas**  
 From 6/11/15 to 6/16/15

Date	Original		Rounded		Hours					
	IN	Out	IN	Out	Worked	Adj	Net	Reg	OT	DT
<b>10. Rooms Division</b>										
<b>Housekeeping Department</b>										
<b>Room Attendant Job</b>										
<b>Garcia, Antonia (002891)</b>										
06/11/15	08:25	12:08	08:30	12:08	8.00	0.00	8.00	8.00	0.00	0.00
	12:38	17:02	12:38	17:00						
06/12/15	08:30	12:07	08:30	12:07	8.00	0.00	8.00	8.00	0.00	0.00
	12:37	17:00	12:37	17:00						
06/13/15	08:55	12:01	09:00	12:01	5.50	0.00	5.50	5.50	0.00	0.00
	12:31	15:06	12:31	15:00						
06/16/15	08:27	12:02	08:30	12:02	8.25	0.00	8.25	8.25	0.00	0.00
	12:32	17:12	12:32	17:15						
<b>Garcia, Antonia Totals</b>					<b>29.75</b>	<b>0.00</b>	<b>29.75</b>	<b>29.75</b>	<b>0.00</b>	<b>0.00</b>
<b>Jaramillo, Maria (000637)</b>										
06/13/15	08:58	12:53	09:00	12:53	7.97	0.00	7.97	7.97	0.00	0.00
	13:25	17:37	13:25	17:30						
06/14/15	08:59	13:23	09:00	13:23	8.00	0.00	8.00	8.00	0.00	0.00
	13:53	17:32	13:53	17:30						
06/15/15	08:26	13:02	08:30	13:02	7.98	0.00	7.98	7.98	0.00	0.00
	13:33	17:03	13:33	17:00						
06/16/15	08:25	11:41	08:30	11:41	8.00	0.00	8.00	8.00	0.00	0.00
	12:11	17:07	12:11	17:00						
<b>Jaramillo, Maria Totals</b>					<b>31.95</b>	<b>0.00</b>	<b>31.95</b>	<b>31.95</b>	<b>0.00</b>	<b>0.00</b>
<b>Room Attendant Job Totals</b>					<b>61.70</b>	<b>0.00</b>	<b>61.70</b>	<b>61.70</b>	<b>0.00</b>	<b>0.00</b>
<b>Housekeeping Department Totals</b>					<b>61.70</b>	<b>0.00</b>	<b>61.70</b>	<b>61.70</b>	<b>0.00</b>	<b>0.00</b>
<b>10. Rooms Division Totals</b>					<b>61.70</b>	<b>0.00</b>	<b>61.70</b>	<b>61.70</b>	<b>0.00</b>	<b>0.00</b>

R40  
T240



R40 RECEIVED  REJECTED

28-CA-149979  
CASE NO. CASE NAME Trump Ruffin

OF PAGES: 2 DATE: 2-23-15 REPORTER: JD

**Trump Hotel International Las Vegas**  
**Management Schedule**  
**Housekeeping Department**

	6/7/2015	6/8/2015	6/9/2015	6/10/2015	6/11/2015	6/12/2015	6/13/2015
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>DEPARTURES</b>	<b>573</b>	<b>300</b>	<b>213</b>	<b>129</b>	<b>216</b>	<b>201</b>	<b>264</b>
<b>ARRIVALS</b>	<b>321</b>	<b>232</b>	<b>170</b>	<b>258</b>	<b>250</b>	<b>461</b>	<b>304</b>
<b>OCCUPANCY</b>	<b>76%</b>	<b>67%</b>	<b>61%</b>	<b>78%</b>	<b>68%</b>	<b>96%</b>	<b>100%</b>
<b>Alejandra</b>	R/OFF	R/OFF	AM	AM	AM	AM	AM
<b>Kelvin</b>	AM	AM	AM	AM	AM	OFF	OFF
<b>Engle Morgan</b>	OFF						
<b>FLOOR MANAGERS</b>							
<b>Imelda Cretin</b>	OFF	OFF					
<b>Chrie Gallagher</b>		3:00PM	2:00PM	OFF	OFF		
<b>Anthony Wandick</b>		R/OFF	R/OFF	R/OFF	R/OFF		
<b>Neda Eikurdi</b>	8:00AM Hilton	8:00AM Hilton	OFF	OFF	8:00AM Hilton	8:00AM Hilton	8:00AM Hilton
<b>Thomas Stede</b>		8:00AM	8:00AM	OFF	OFF		
<b>Krystyna Stills</b>		3:00PM	3:40 PM	8:00AM	8:30PM	R/OFF	R/OFF
<b>SUPERVISORS</b>							
<b>Rubi Walter</b>	OFF	OFF	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM
<b>Alma Patarroyo</b>	11:00PM-7:30 AM	11:00PM-7:30 AM	4:00PM	4:00PM	11:00PM	OFF	OFF

Training

R41

R41

B41 RECEIVED  REJECTED

28-CA-149979  
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 6 DATE: 2-3-15 REPORTER: MD

Trump Hotel International Las Vegas  
 Management Schedule  
 Housekeeping Department

	6/14/2015	6/15/2015	6/16/2015	6/17/2015	6/18/2015	6/19/2015	6/20/2015
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
DEPARTURES	455	309	199	168	181	252	184
ARRIVALS	200	155	197	158	322	454	259
OCCUPANCY	73%	56%	56%	55%	70%	92%	100%
<b>Alejandra</b>	OFF	AM	AM	AM	AM	AM	AM
<b>Kelvin</b>	AM	AM	AM	OFF	OFF	AM	AM
<b>Engle Morgan</b>	OFF						R/OFF
<b>FLOOR MANAGERS</b>							
<b>Imelda Cretin</b>	OFF	OFF	7:00PM	8:00AM	8:00AM	8:00AM	8:00AM
<b>Cherie Gallagher</b>	2:00PM	2:00PM	2:00PM	OFF	OFF	2:00PM	2:00PM
<b>Anthony Wandick</b>	7:00AM	OFF	OFF	7:00AM	7:00AM	7:00AM	7:00AM
<b>Neda Elkurdi</b>	8:00AM	7:00AM	OFF	OFF	8:00AM Hilton	8:00AM Hilton	8:00AM Hilton
<b>Thomas Stede</b>	2:00PM	2:00PM	2:00PM	2:00PM	2:00PM	OFF	OFF
<b>Krystyna Stills</b>	R/OFF	R/OFF	7:00AM	7:00AM	7:00AM	7:00AM	R/OFF
<b>SUPERVISORS</b>							
<b>Rebi Walter</b>	OFF	OFF	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM
<b>Alma Patarroyo</b>	11:00PM-7:30 AM	11:00PM-7:30 AM	R/OFF	R/OFF	R/OFF	OFF	OFF

Training

Trump Hotel International Las Vegas  
 Management Schedule  
 Housekeeping Department

	8/21/2015	8/22/2015	8/23/2015	8/24/2015	8/25/2015	8/26/2015	8/27/2015
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>DEPARTURES</b>	<b>297</b>	<b>233</b>	<b>228</b>	<b>195</b>	<b>245</b>	<b>274</b>	<b>140</b>
<b>ARRIVALS</b>	<b>107</b>	<b>260</b>	<b>211</b>	<b>245</b>	<b>256</b>	<b>399</b>	<b>140</b>
<b>OCCUPANCY</b>	<b>80%</b>	<b>82%</b>	<b>80%</b>	<b>86%</b>	<b>87%</b>	<b>100%</b>	<b>100%</b>
<b>Alejandra</b>	AM	R/OFF	AM	AM	AM	AM	R/OFF
<b>Kelvin</b>	AM	AM	AM	OFF	OFF	AM	AM
<b>Engle Morgan</b>	R/OFF	OFF					
<b>FLOOR MANAGERS</b>							
<b>Imelda Cretin</b>	OFF	OFF	7:00AM	7:00AM	7:00AM	7:00AM	7:00AM
<b>Cherie Gallagher</b>	2:00PM	2:00PM	2:00PM	OFF	OFF	2:00PM	2:00PM
<b>Anthony Wandick</b>	7:00AM	7:00AM	8:00AM	8:00AM	8:00AM	R/OFF	R/OFF
<b>Neda Elkurdi</b>	8:00AM	8:00AM	OFF	OFF	8:00AM Hilton	R/OFF	8:00AM Hilton
<b>Thomas Stede</b>	8:00AM	8:00AM	8:00AM	OFF	OFF	8:00AM	8:00AM
<b>Krystyna Stills</b>	R/OFF	R/OFF	2:00PM PROJECT	2:00PM	6:00AM	6:00AM	8:00AM
<b>SUPERVISORS</b>							
<b>Rubi Walter</b>	OFF	OFF	R/OFF	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM
<b>Alma Patarroyo</b>	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	2:00PM	8:00PM	OFF	OFF

Trump Hotel International Las Vegas  
 Management Schedule  
 Housekeeping Department

	6/28/2015	6/29/2015	6/30/2015	7/1/2015	7/2/2015	7/3/2015	7/4/2015
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>DEPARTURES</b>	<b>397</b>	<b>301</b>	<b>187</b>	<b>263</b>	<b>209</b>	<b>156</b>	<b>191</b>
<b>ARRIVALS</b>	<b>264</b>	<b>193</b>	<b>139</b>	<b>138</b>	<b>197</b>	<b>407</b>	<b>274</b>
<b>OCCUPANCY</b>	<b>85%</b>	<b>74%</b>	<b>68%</b>	<b>55%</b>	<b>54%</b>	<b>81%</b>	<b>89%</b>
<b>Alejandra</b>	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF
<b>Kelvin</b>	AM	AM	AM	OFF	OFF	AM	AM
<b>Engle Morgan</b>	AM	OFF	OFF				
<b>FLOOR MANAGERS</b>							
<b>Imelda Cretin</b>		OFF	OFF				
<b>Cherie Gallagher</b>	2:00PM	2:00PM	R/OFF	OFF	OFF	2:00PM	2:00PM
<b>Anthony Wandick</b>	2:00AM	2:00AM	2:00AM	2:00AM	2:00AM	R/OFF	R/OFF
<b>Neda Elkurdi</b>			OFF	OFF	8:00AM Hilton	8:00AM Hilton	8:00AM Hilton
<b>Thomas Stede</b>	R/OFF	R/OFF	R/OFF	8:00AM	8:00AM	8:00AM	8:00AM
<b>Krystyna Stills</b>	R/OFF	R/OFF	R/OFF	5:00AM project	5:00AM project	2:00AM	5:00AM
<b>SUPERVISORS</b>							
<b>Rubi Walter</b>	OFF	OFF	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM
<b>Alma Patarroyo</b>	11:00PM-7:30 AM	11:00PM-7:30 AM	2:00PM	2:00PM	2:00PM	OFF	OFF

Training

Trump Hotel International Las Vegas  
 Management Schedule  
 Housekeeping Department

	7/5/2015	7/6/2015	7/7/2015	7/8/2015	7/9/2015	7/10/2015	7/11/2015
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>DEPARTURES</b>	<b>598</b>	<b>307</b>	<b>138</b>	<b>160</b>	<b>133</b>	<b>258</b>	<b>226</b>
<b>ARRIVALS</b>	<b>176</b>	<b>198</b>	<b>123</b>	<b>238</b>	<b>305</b>	<b>553</b>	<b>227</b>
<b>OCCUPANCY</b>	<b>55%</b>	<b>43%</b>	<b>42%</b>	<b>50%</b>	<b>68%</b>	<b>100%</b>	<b>100%</b>
<b>Alejandra</b>	R/OFF	R/OFF	R/OFF	R/OFF	AM	AM	AM
<b>Kelvin</b>	AM	AM	AM	AM	R/OFF	R/OFF	R/OFF
<b>Engle Morgan</b>	AM	OFF	OFF	AM	AM	AM	AM
<b>FLOOR MANAGERS</b>							
<b>Imelda Cretin</b>	OFF	OFF	7:00AM	7:00AM	7:00AM	7:00AM	7:00AM
<b>Cherie Gallagher</b>	2:00PM	2:00PM	2:00PM	OFF	OFF	2:00PM	2:00PM
<b>Anthony Wandick</b>	R/OFF	R/OFF	3:00AM	3:00AM	3:00AM	3:00AM	3:00AM
<b>Neda Elkurdi</b>	2:00AM	3:00AM	OFF	OFF	2:00AM	3:00AM	3:00AM
<b>Thomas Stede</b>	7:00AM	7:00AM	8:00AM	9:00AM	R/OFF	R/OFF	R/OFF
<b>Krystyna Stills</b>	8:00AM	8:00AM	8:00AM	7:00AM	2:00PM	R/OFF	R/OFF
<b>SUPERVISORS</b>							
<b>Rubi Walter</b>	OFF	OFF	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	R/OFF	R/OFF
<b>Alma Patarroyo</b>	11:00PM-7:30 AM	11:00PM-7:30 AM	3:00PM	OFF	OFF	11:00PM-7:30 AM	11:00PM-7:30 AM

**Personnel Action Form (PAF)**

First Name **Carmen** Last Name **Lilarui** Today's Date **6/24/2014**

DOH **4/5/2013** Effective Date **6/23/2014** Assoc ID **2550**

**Personal Information**

SS # \_\_\_\_\_ Email Address \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone # \_\_\_\_\_ Alternate # \_\_\_\_\_

**Action**

**Dual Rate**

**Hire info**

Dept **HSKP** Position **GRA** Status **Full Time** Dual code \_\_\_\_\_

**Payroll info**

Current ROP **13.86** New ROP **15.46** Pay Type **Hourly** Change Reason **Dual Rate as Trainer**

Dual ROP \_\_\_\_\_ New Dual ROP \_\_\_\_\_ Standard Rate \_\_\_\_\_ Effective Date \_\_\_\_\_

**Change info**

Current Dept \_\_\_\_\_ New Dept \_\_\_\_\_ New Status \_\_\_\_\_

**Separation info**

Reason \_\_\_\_\_ Type \_\_\_\_\_ Notice Given \_\_\_\_\_

Effective Date \_\_\_\_\_ Last Day Worked \_\_\_\_\_ Rehire Status \_\_\_\_\_

**Separation Comments**

\_\_\_\_\_

**Time Off**

Reason for Absence \_\_\_\_\_ Date of Absence \_\_\_\_\_

Hours/Day Eligible \_\_\_\_\_ Return Date \_\_\_\_\_

Comments \_\_\_\_\_

**Signatures**

Associate Signature / Date \_\_\_\_\_ Manager Signature / Date *[Signature]* **6/24/14**

HR Signature / Date *[Signature]* **6/27/14** Additional Signature / Date \_\_\_\_\_

**For HR / Payroll Use**

Final Check Issued \_\_\_\_\_ Final Payout \_\_\_\_\_  
Clearance Slip \_\_\_\_\_ Sent to Payroll **6/30/14** *[Signature]*  
HRIS \_\_\_\_\_ Final Check Needed by \_\_\_\_\_  
Exit Interview \_\_\_\_\_ Hours per week \_\_\_\_\_

**ENTERED** **6/30/14** *[Signature]* **R42**



B42 RECEIVED  REJECTED   
28 CA-14979 CASE NO. CASE NAME: Trump Ruffin  
OF PAGES: 2 DATE: 12-3-15 00

**Personnel Action Form (PAF)**

First Name **Ofella** Last Name **Diaz-Cardenas** Today's Date **8/28/2015**

DOH **9/12/2013** Effective Date **8/23/2015** Assoc **2777**

**Personal Information**  
SS# \_\_\_\_\_ Email Address \_\_\_\_\_  
Address \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone # \_\_\_\_\_ Alternate # \_\_\_\_\_

**Action**  
**Dual Rate as a GRA Trainer**

**Hire info**  
Dept **HSKP** Position **GRA** Status **Full Time** Dual code \_\_\_\_\_

**Payroll info**  
Current ROP **\$14.28** New ROP \_\_\_\_\_ Pay Type **Hourly** Change Reason \_\_\_\_\_

Dual ROP **\$15.98** New Dual ROP \_\_\_\_\_ Standard Rate \_\_\_\_\_ Effective Date \_\_\_\_\_

**Change info**  
Current Dept **HOUSEKEEPING** New Dept **HOUSEKEEPING** New Status **Full Time**

Reason: **Job Abandonment** Type \_\_\_\_\_ Notice Given \_\_\_\_\_

Effective Date \_\_\_\_\_ Last Day Worked \_\_\_\_\_ Rehire Status \_\_\_\_\_

**Separation Comments**  
\_\_\_\_\_  
\_\_\_\_\_

**Time Off**  
Reason for Absence \_\_\_\_\_ Date of Absence \_\_\_\_\_  
Hours/Day Eligible \_\_\_\_\_ Return Date \_\_\_\_\_

**Comments**  
\_\_\_\_\_  
\_\_\_\_\_

**Signatures**  
Associate Signature / Date \_\_\_\_\_ Manager Signature / Date *[Signature]* **8/28/15**  
HR Signature / Date *[Signature]* Additional Signature / Date \_\_\_\_\_

**For HR / Payroll Use**  
Final Check Issued \_\_\_\_\_ Final Payout \_\_\_\_\_  
Clearance Slip \_\_\_\_\_ Sent to Payroll **08/28/15**  
HRIS  Final Check Needed by \_\_\_\_\_  
Exit interview \_\_\_\_\_ Hours per week \_\_\_\_\_

*Rev 43 R43*

843 RECEIVED  REJECTED

28 CA-149979  
PAGE NO. CASE NAME: Trump Ruffin

OF PAGES 2 DATE 12-3-15 REPORTED: JD

Note	Date	Earning Type	Amount	Time In	Break	Back	Time Out	Total	Net OT	Total	Job
	1/11/15			8:00 AM			4:00 PM	8.00			Room Attendant
	1/12/15			8:00 AM			1:15 PM	5.25			Room Attendant
	1/13/15			8:00 AM			4:00 PM	8.00			Room Attendant
	1/14/15			8:00 AM			4:00 PM	8.00			Room Attendant
	1/15/15										
	1/16/15										
	1/17/15			8:00 AM			4:00 PM	8.00			Room Attendant
	1/18/15			8:00 AM			4:00 PM	8.00			Room Attendant
	1/19/15			8:00 AM			8:00 PM	12.00		8.00	Room Attendant
	1/20/15			8:00 AM			5:00 PM	9.00		4.00	Room Attendant
	1/21/15			8:00 AM			4:00 PM	8.00		8.00	Room Attendant
	1/22/15			8:00 AM			4:00 PM	8.00	5.50	8.00	Room Attendant
	1/23/15									8.00	
	1/24/15									4.00	

R44

B44 RECEIVED  REJECTED

28-CA-149979  
CASE NO. \_\_\_\_\_ CASE NAME Trump Ruffin

OF PAGES: 8 DATE: 12/3/15 REPORTER: JD

Date	Earning Type	Amount	Time In	Break	Back	Time Out	Total	Net OT	Total	Job
1/25/15									8.00	
1/26/15										
1/27/15										
1/28/15										
1/29/15										
1/30/15										
1/31/15										
2/1/15										
2/2/15										
2/3/15										
2/4/15										
2/5/15										
2/6/15										
2/7/15										

Diaz-Cardenas, Ofelia

(1 of 1)

Date	Earning Type	Amount	Time In	Break	Back	Time Out	Total	Net OT	Total	Job
2/8/15										
2/9/15										
2/10/15										
2/11/15										
2/12/15										
2/13/15										
2/14/15										
2/15/15										
2/16/15										
2/17/15										
2/18/15										
2/19/15										
2/20/15										
2/21/15										

orked | Job Summary | Schedules | Violations | Events | Benefits | Disputes

Diaz-Cardenas, Cefelia

[1 of 1]

Date	Earning Type	Amount	Time In	Break	Back	Time Out	Total	Net OT	Total	Job
2/22/15										
2/23/15										
2/24/15										
2/25/15										
2/26/15										
2/27/15										
2/28/15										
3/1/15										
3/2/15										
3/3/15										
3/4/15										
3/5/15										
3/6/15										
3/7/15										

Worked Job Summary Schedules Violations Events Benefits Disputes



Date	Earning Type	Amount	Time In	Break	Back	Time Out	Total	Net OT	Total	Job
3/8/15										
3/9/15										
3/10/15										
3/11/15										
3/12/15										
3/13/15										
3/14/15										
3/15/15										
3/16/15										
3/17/15										
3/18/15										
3/19/15										
3/20/15										
3/21/15										

Date	Earning Type	Amount	Time In	Break	Back	Time Out	Total	Net OT	Total	Job
3/22/15										
3/23/15										
3/24/15										
3/25/15										
3/26/15										
3/27/15										
3/28/15										
3/29/15										
3/30/15										
3/31/15										
4/1/15										
4/2/15										
4/3/15										
4/4/15										

Note	Date	Earning Type	Amount	Time In	Break	Back	Time Out	Total	Net OT	Total	Job
	4/5/15										
	4/6/15										
	4/7/15										
	4/8/15										
	4/9/15										
	4/10/15										
	4/11/15										
	4/12/15										
	4/13/15										
	4/14/15										
	4/15/15										
	4/16/15										
	4/17/15										
	4/18/15			9:00 AM	1:17 PM	1:47 PM	5:45 PM	8:28			Room Attendant

TRAINING HOUSEKEEPING SCHEDULE											
Day		Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments	
Date			7/19/2015	7/20/2015	7/21/2015	7/22/2015	7/23/2015	7/24/2015	7/25/2015		
1	Catota, Adelinna	04/02/08	6am	OFF	OFF					She was off on Sunday and trainee started on Sunday	
2	Alvarez, Yolanda	02/23/09	800am	OFF	OFF	CALL OFF				Yolanda called off and we needed consistency	
3	Bidhong, Nora	02/07/12	800am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	
4	Gardner, Kwana	05/23/12	800am		TRAINING	TRAINING	TRAINING	TRAINING	OC	OC	TRAINEE Jessica Medina vacation and call off for Tuesday
5	Ayon, Diane	05/25/12	8:30am	VACATION	CALL OFF	CALL OFF			OC	OC	
6	Cevallos, Rosa	05/20/12	8:30am	OC	OC	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	Trainee Rachel Mitchell
7	Manipon, Ellen	03/05/13	8:30am			OC	OC	TRAINING	TRAINING	TRAINING	Trainee Summer Garcia
8	Lirauli Carmen	04/03/13	8:30am					OC	OC		Trainee was coming on Tuesday for the first
9	Arcibia Luisa	04/19/13	8:30am				OC	OC			Trainee was coming on Tuesday for the first
10	Contreras, Beverly	07/30/13	8:30am					OC	OC		Trainee was coming on Tuesday for the first
11	Revas, Yaquelin	08/29/13	8:30am	OC	OC	only trained one day	training no call no show	TRAINING	TRAINING	TRAINING	Trainee was coming on Tuesday for the first
12	Gelardi, Marianna	08/29/13	8:30am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA
13	Diaz, Ofelia	09/12/13	8:30am					OC	OC		Trainee was coming on Tuesday for the first

R45  
R45

1245 RECEIVED  REJECTED

28-CA-149079  
CASE NO. \_\_\_\_\_ CASE NAME Trump Ruffin

OF PAGES: 13 DATE: 12-3-15 REPORTER: OD

**TRAINING HOUSEKEEPING SCHEDULE**

Day		Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments	
Date			7/19/2015	7/20/2015	7/21/2015	7/22/2015	7/23/2015	7/24/2015	7/25/2015		
1	Foster, Jamey	02/19/09	7:00 AM,	7:00 AM,	7:00 AM,	7:00 AM,	7:00 AM,	7:00 AM,	OC	OC	<b>DOES NOT WANT TO TRAIN</b> He is off on Saturday needed someone that was working the week
2	Manipoln, Danilo	02/19/09	9:00 am,	OC	9:00 am,	9:00 am,	9:00 am,	9:00 am,	9:00 am,	OC	
3	Martinez, Jose	04/06/10	9:00 am,	OC	OC	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	Trainee Jared Williams
4	Sullivan, Chris	04/05/12	8:00 am,	OC	OC	8:00 am,	8:00 am,	8:00 am,	7:00 AM,	7:00 AM,	He is a runner needed Houseman to train this day
5	Barrios, Flares	03/25/15	9:00 am,	9:00 am,	OC	OC	TRAINING	TRAINING	TRAINING	TRAINING	Trainee Ulises Hernandez
6	Jones, Dolores	10/09/12	10:00 am,	10:00 am,	10:00 am,	10:00 am,	10:00 am,	10:00 am,	OC	OC	She is a runner needed Houseman to train this day.
7											
8											
9											
10											
11											
12											
13											
14											
15											

TRAINING HOUSEKEEPING SCHEDULE											
Day	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments		
Date		7/26/2015	7/27/2015	7/28/2015	7/29/2015	7/30/2015	7/31/2015	8/1/2015			
1	Catota, Adenilna	04/02/08	7am	OFF	R/OFF				OFF	Adelina has R/off we needed consistency	
2	Alvarez, Yolanda	02/23/09	800am	OFF	OFF	R/OFF	R/OFF	R/OFF	R/OFF	Yolanda has R/off we needed consistency	
3	Bidhong, Nora	02/07/12	800am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	
4	Gardner, Kwana	05/25/12	800am	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	TRAINEE Jessica Medina	
5	Ayon, Diane	05/25/12	8:30am					OC	OC	Need someone that does regular rooms also.	
6	Seyallos, Rose	08/29/12	8:30am	OC	OC	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	Trainee Rachell Mitchell	
7	Manison, Ellen	03/05/13	8:30am	LAST WEEK	LAST WEEK	OC	OC	LAST WEEK	LAST WEEK	Trainee Summerie Garcia	
8	Lirauil Carmen	04/05/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	OC	OC	Trainee Luis Rua Guzman	
9	Arcibia Luisa	04/19/13	8:30am	TRAINING	TRAINING	TRAINING	OC	OC	TRAINING	Vanessa Pardo	
10	Contreras, Beverly	07/30/13	8:30am					OC	OC	Only needed Two to train	
11	Reyes, Yaquelin	08/29/13	8:30am	OC	OC					Only needed Two to train	
12	Gelardi, Marianna	08/29/13	8:30am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	
13	Diaz, Ofelia	09/12/13	8:30am					OC	OC	Only needed Two to train	

**TRAINING HOUSEKEEPING SCHEDULE**

Day	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments
Date		7/26/2015	7/27/2015	7/28/2015	7/29/2015	7/30/2015	7/31/2015	8/1/2015	
1 Foster, Jamey	02/19/09 7:00 AM,	7:00 AM,	7:00 AM,	7:00 AM,	7:00 AM,	7:00 AM,	OC	OC	<b>DOES NOT WANT TO TRAIN</b> He is off on Saturday needed someone that was working the week Also his Scores are low
2 Manipoin, Danilo	02/19/09 9:00 am,	OC	9:00 am,	9:00 am,	9:00 am,	9:00 am,	9:00 am,	OC	
3 Martinez, Jose	01/06/10 9:00 am,	OC	OC	LAST WEEK	LAST WEEK	LAST WEEK	Trn Jose	Trn Jose	<b>Trn Jose Gabriel Realiza</b> He is off Friday and Monday needed someone for Friday & Saturday also he is a runner
4 Sullivan, Chris	04/05/12 8:00 am,	OC	OC	8:00 am,	8:00 am,	8:00 am,	8:00 am,	8:00 am,	
5 Enrique, Flores	05/28/15 9:00 am,	9:00 am,	OC	OC	LAST WEEK	LAST WEEK	Trn Katrina	Trn Katrina	<b>Trn Katrina Hancock</b> She is Off Friday and Saturday needed someone for Friday & Saturday also she is a runner
6 Jones, Dolores	10/09/12 10:00 am,	10:00 am,	10:00 am,	10:00 am,	10:00 am,	10:00 am,	OC	OC	
7									
8									
9									
10									
11									
12									
13									
14									
15									



TRAINING HOUSEKEEPING SCHEDULE										
Day	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments	
Date		8/2/2015	8/3/2015	8/4/2015	8/5/2015	8/6/2015	8/7/2015	8/8/2015		
1 Catota, Adenlina	04/02/08 7am	OFF	R/OFF					OFF	Adelina has R/off we needed consistency	
2 Alvarez, Yolanda	02/23/09 800am	OFF	OFF	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF	Yolanda has R/off we needed consistency	
3 Bidhong, Nora	02/07/12 800am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	
4 Gardner, Kwanaa	08/25/12 800am	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	TRAINEE Jessica Medina	
5 Ayon, Diane	05/25/12 8:30am						OC	OC	Need someone that does regular rooms also.	
6 Cavallos, Rosa	08/20/12 8:30am	DC	OC	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	LAST WEEK	Trainee Rachell Mitchell	
7 Manjzon, Ellen	03/03/13 8:30am	LAST WEEK	LAST WEEK	OC	OC	LAST WEEK	LAST WEEK	LAST WEEK	Trainee Sunroada Garcia	
8 Liraull Carmen	04/05/13 8:30am	TRAINING	TRAINING	TRAINING	TRAINING	OC	OC	TRAINING	Trainee Luis Rua Guzman	
9 Arcibia Luisa	04/19/13 8:30am	TRAINING	TRAINING	TRAINING	OC	OC	TRAINING	TRAINING	Vanessa Pardo	
10 Contreras, Beverly	07/30/13 8:30am						OC	OC	Only needed Two to train	
11 Reyes, Yaquelin	08/29/13 8:30am	OC	OC						Only needed Two to train	
12 Gelardi, Marianna	08/29/13 8:30am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	
13 Diaz, Ofelia	09/12/13 8:30am						OC	OC	Only needed Two to train	

TRAINING HOUSEKEEPING SCHEDULE									
	Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments
	Trainer	8/16/2015	8/17/2015	8/18/2015	8/19/2015	8/20/2015	8/21/2015	8/22/2015	
1	[REDACTED]	James	James	James	James	James	[REDACTED]	[REDACTED]	
2	[REDACTED]	Jazmin	Jazmin	Jazmin	Jazmin	Jazmin	[REDACTED]	[REDACTED]	
3	[REDACTED]	Kierra	[REDACTED]	[REDACTED]	Kierra	Kierra	Kierra	Kierra	
4	[REDACTED]	Angelina	Angelina	Angelina	Angelina	Angelina	[REDACTED]	[REDACTED]	

**TRAINING HOUSEKEEPING SCHEDULE**

Day	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments
Date		8/23/2015	8/24/2015	8/25/2015	8/26/2015	8/27/2015	8/28/2015	8/29/2015	
1 Catota, Adenilne	04/02/08	7am	OFF				TRAINING	OFF	Trn Cueto, Alejandra
2 Alvarez, Yolanda	02/23/09	800am	OFF	OFF			TRAINING	TRAINING	New hire did not show
3 Bidhong, Nora	02/07/12	800am					TRAINING	TRAINING	Trn Huab, Beauiah
4 Gardner, Kwanna	05/25/12	800am					OFF	OFF	Trn Mathews, Razzel
5 Cevallos, Rosa	08/20/12	8:30am					TRAINING	TRAINING	New hire did not show
6 Manlpon, Ellen	03/05/13	8:30am					TRAINING	TRAINING	Trn Smith, Cameron
7 Lirault Carmen	04/05/13	8:30am					OFF	TRAINING	Trn Gutierrez, Eneida
8 Arcibia Luisa	04/19/13	8:30am					OFF	OFF	Trn Lizarraga, Edith
9 Contreras, Beverly	07/30/13	8:30am					OFF	OFF	Trn Walker, Daishaun
10 Reyes, Yaquelin	08/29/13	8:30am					TRAINING	TRAINING	Trn Gibbs, Jaslyn
11 Gelardi, Mariana	08/29/13	8:30am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA
12 Diaz, Ofelia	09/12/13	8:30am					OC	OC	Only needed 10 to train

**TRAINING HOUSEKEEPING SCHEDULE**

Day		Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments
Date			8/30/2015	8/31/2015	9/1/2015	9/2/2015	9/3/2015	9/4/2015	9/5/2015	
1	Catota, Adenlina	04/02/08	7am	OFF	TRAINING	TRAINING	TRAINING	TRAINING	OFF	Trn Cueto, Alejandra
2	Alvarez, Yolanda	02/23/09	800am	OFF	OFF		did not show	did not show	did not show	New hire did not show
3	Bldhong, Nora	02/07/12	800am	OFF	OFF	OFF	TRAINING	TRAINING	TRAINING	Trn Huab, Beaulah
4	Gardner, Kwanna	05/25/12	800am	TRAINING	OFF	TRAINING	TRAINING	TRAINING	OFF	Trn Mathews, Razzel
5	Cevallos, Rosa	08/20/12	8:30am	TRAINING	OFF	OFF	did not show	did not show	did not show	New hire did not show
6	Manipon, Ellen	03/05/13	8:30am	TRAINING	TRAINING	OFF	OFF	TRAINING		Trn Smith, Cameron
7	Lirauji Carmen	04/05/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	Trn Gutierrez, Eneida
8	Arcibia Lujaa	04/19/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	Trn Lizarraga, Edith
9	Contreras, Beverly	07/30/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	Trn Walker, Daishaun
10	Reyes, Yaquelin	08/29/13	8:30am	OFF	OFF	TRAINING	TRAINING	TRAINING		Trn Gibbs, Jeslyn
11	Gelardi, Marianna	08/29/13	8:30am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA
12	Diaz, Ofelia	09/12/13	8:30am					OC	OC	Only needed 10 to train

TRAINING HOUSEKEEPING SCHEDULE											
Day		Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments	
Date			9/6/2015	9/7/2015	9/8/2015	9/9/2015	9/10/2015	9/11/2015	9/12/2015		
1	Catota, Adenilna	04/02/08	7am	OFF				TRAINING	OFF	Trn Monica Smith	
2	Alvarez, Yolanda	02/23/09	800am	OFF	OFF			TRAINING	TRAINING	Maria Hernandez, De Guillen	
3	Bidhong, Nora	02/07/12	800am	OFF	OFF			TRAINING	TRAINING	Trn Iryna Semianets	
4	Gardner, Kwanna	05/25/12	800am					OFF	OFF	Trn Sheree Mcdaniel	
5	Cevallos, Rosa	08/20/12	8:30am		OFF	OFF		TRAINING	TRAINING	Trn Natalya Moore	
6	Manigon, Ellen	03/05/13	8:30am			OFF	OFF	TRAINING	TRAINING	Trn Wendy Osegueda	
7	Lirauli Carmen	04/05/13	8:30am				OFF	OFF	TRAINING	Trn Ronece Rowland	
8	Arcibia Luisa	04/19/13	8:30am					OFF	OFF	Trn Joshua Ruiz Gonzalez	
9	Contrereas, Beverly	07/30/13	8:30am					OFF	OFF	Trn Rina Guinac	
10	Reyes, Yaquelin	08/29/13	8:30am	OFF	OFF			ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	
11	Gelardi, Marianna	08/29/13	8:30am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	
12	Diaz, Ofelia	09/12/13	8:30am					OFF	OFF	Next week to extra days off	

TRAINING HOUSEKEEPING SCHEDULE

Day		Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments	
Date			9/13/2015	9/14/2015	9/15/2015	9/16/2015	9/17/2015	9/18/2015	9/19/2015		
1	Catota, Adenlina	04/02/08	7am	OFF	TRAINING	TRAINING	TRAINING	TRAINING	OFF	Trn Monica Smith	
2	Alvarez, Yolanda	02/23/09	800am	OFF	OFF	TRAINING	TRAINING	TRAINING		Maria Hernandez, De Guillen	
3	Bidhong, Nora	02/07/12	800am	OFF	OFF	TRAINING	TRAINING	TRAINING		Trn Iryna Semlanets	
4	Gardner, Kwanna	05/25/12	800am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	Trn Sheree McDaniel
5	Cevallos, Rosa	08/20/12	8:30am	TRAINING	OFF	OFF	TRAINING	TRAINING		Trn Natalya Moore	
6	Manlpon, Ellen	03/05/13	8:30am	TRAINING	TRAINING	OFF	OFF	TRAINING		Trn Wendy Osegueda	
7	Liraull Carmen	04/05/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	Trn Ronace Rowland	
8	Arcibia Luisa	04/19/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	Trn Joshua Ruiz Gonzalez
9	Contreras, Beverly	07/30/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	Trn Rina Guinac
10	Reyes, Yaquelin	08/29/13	8:30am	OFF	OFF	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS
11	Gelardi, Marianna	08/29/13	8:30am	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA
12	Diaz, Ofelia	09/12/13	8:30am	REQUESTED EXTRA DAYS OFF	REQUESTED EXTRA DAYS OFF				OFF	OFF	REQUESTED EXTRA DAYS OFF

**TRAINING HOUSEKEEPING SCHEDULE**

Day		Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments
Date			9/20/2015	9/21/2015	9/22/2015	9/23/2015	9/24/2015	9/25/2015	9/26/2015	
1	Catota, Adelinia	04/02/08	7am	OFF				ONLY NEEDED 9 TRAINERS	OFF	only needed 9 to trn
2	Alvarez, Yolanda	02/23/09	800am	OFF	OFF			ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	only needed 9 to trn
3	Bidhong, Nora	02/07/12	800am	OFF	OFF			TRAINING	TRAINING	Trn Isla Halrston
4	Gardner, Kwanna	05/25/12	800am					OFF	OFF	Trn Steven Baker
5	Cevallos, Rosa	08/20/12	8:30am	OFF	OFF			TRAINING	TRAINING	Trn Zenia Sarmiento
6	Manlon, Ellen	03/05/13	8:30am		OFF	OFF		TRAINING	TRAINING	Trn Morgan Taylor
7	Liraull Carmen	04/05/13	8:30am				OFF	OFF	TRAINING	Trn Nasaundria Pruitt
8	Archie Luis	04/19/13	8:30am					OFF	OFF	TRN Marilyn Malinao
9	Contreras, Beverly	07/30/13	8:30am					OFF	OFF	Trn Jacqueline Kesselman
10	Reyes, Yaquefin	08/29/13	8:30am	OFF	OFF			called off trainer was moved ot ONLY NEEDED 9 TRAINERS also just came back from	did not train ONLY NEEDED 9 TRAINERS also just came back from	Claudia Davalos Lezama just came back from TRN needs to do a inspection to train called off had to swith the training to Yolanda
11	Gelardi, Marianna	08/29/13	8:30am							
12	Diaz, Ofelia	09/12/13	8:30am					OFF	OFF	Trn Parla Fernandez Devyvis

**TRAINING HOUSEKEEPING SCHEDULE**

Day		Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Comments	
Date			9/27/2015	9/28/2015	9/29/2015	9/30/2015	10/1/2015	10/2/2015	10/3/2015		
1	Catota, Adenllina	04/02/08	7am	OFF	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	ONLY NEEDED 9 TRAINERS	OFF	only needed 9 to trn only needed 9 to trn - Yaquelin called off so Yolanda took over her training.
2	Alvarez, Yolanda	02/23/09	800am	OFF	OFF	TRAINING	TRAINING	TRAINING			
3	Bidhong, Nora	02/07/12	800am	OFF	OFF	TRAINING	TRAINING	TRAINING			Trn Isis Hairston
4	Gardner, Kwanna	05/25/12	600am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	Trn Steven Baker
5	Cevallos, Rosa	08/20/12	8:30am	New hire did not show up	OFF	OFF	New hire did not show up	New hire did not show up			Trn Zenia Sarmiento
6	Manipon, Ellen	03/05/13	8:30am	TRAINING	TRAINING	OFF	OFF	TRAINING			Trn Morgan Taylor
7	Lirauli Carmen	04/05/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF		Trn Nasaundria Pruitt
8	Arcibia Luisa	04/19/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	TRN Marilyn Malinao
9	Contreras, Beverly	07/30/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	Trn Jacqueline Kesselman
10	Reyes, Yaguelin	08/29/13	8:30am	OFF	OFF	did not due to her calling off	did not train	did not train			Claudia Davalos Lezama
11	Gelardi, Marianna	08/29/13	8:30am	ONLY NEEDED 9 TRAINERS also just came back from FNLA needs inspection	OFF	OFF	ONLY NEEDED 9 TRAINERS also just came back from FNLA needs inspection	ONLY NEEDED 9 TRAINERS also just came back from FNLA needs inspection	ONLY NEEDED 9 TRAINERS also just came back from FNLA needs inspection	ONLY NEEDED 9 TRAINERS also just came back from FNLA needs inspection	just came back from FMLA needs to do a inspection to train
12	Diaz, Ofelia	09/12/13	8:30am	TRAINING	TRAINING	TRAINING	TRAINING	TRAINING	OFF	OFF	Trn Paris Fernandez Devryis



HOUSING SCHEDULE			3/29/2015	3/30/2015	3/31/2015	4/1/2015	4/2/2015	4/3/2015	4/4/2015
DATE OF THE MONTH			SUN	MON	TUE	WED	THU	FRI	SAT
DAY OF WEEK									
DAY OF WEEK	TEAM MEMBER	HIRE							
	VANIA MARISCAL	09/26/09	7:00 AM - 3:30PM	7:00 AM - 3:30PM	OFF	OFF	8:00AM-4:30PM	8:00AM-4:30PM	7:00 AM - 3:30PM
	MINERVA SALINAS	05/25/10	OFF	OFF	6:00 AM - 2:30PM	6:00 AM - 2:30PM	6:00 AM - 2:30PM	6:00 AM - 2:30PM	6:00 AM - 2:30PM
	LISA REA	01/05/15	7:00 AM - 3:30PM	7:00 AM - 3:30PM	O/C	9:00 AM - 5:30PM	9:00 AM - 5:30PM	O/C	O/C
	<b>STATUS CLERK</b>								
1	CHRISTINA KEERAN <i>Fri, Sat, Sun</i>	03/10/08	OFF	7am-OFFICE	7am-OFFICE	7am-OFFICE	7am-OFFICE	7am-OFFICE	7am-OFFICE
2	PEMI WILSON <i>Wed, Th</i>	06/04/09	OFF	OFF	4am-12:30pm	4am-12:30pm	4am-12:30pm	4am-12:30pm	4am-12:30pm
3	LORELEI CRAIG <i>Mon, Tues, Wed</i>	02/23/09	2:30pm-11:00pm	OFF	OFF	2:30pm-11:00pm	2:30pm-11:00pm	2:30pm-11:00pm	R/OFF
4	SANJUANA ADKINS	01/04/10	6:00AM-2:30PM	OFF	OFF	6:00AM-2:30PM	6:00AM-2:30PM	6:00AM-2:30PM	6:00AM-2:30PM
5	JAVIER AGUILAR	03/02/11	9:00AM-5:30PM PBX	OFF	OFF	8:00AM-4:30PM PBX	8:00AM-4:30PM PBX	8:00AM-4:30PM PBX	9:00AM-5:30PM PBX
6	SONIA TORRES	06/08/10	OFF	6:00AM-2:30PM	6:00AM-2:30PM	OFF	O/C	O/C	O/C
7	BIRUK ABDELA	03/02/11	3:30PM-12:00AM	3:30PM-12:00AM	3:30PM-12:00AM	OFF	OFF	3:30PM-12:00AM	3:30PM-12:00AM
8	Colon-Matias Omar	11/21/12	4am-12:30pm	4am-12:30pm	8:00AM-4:30PM PBX	11AM-7:30 PM	11AM-7:30 PM	O/C	O/C
10	Trujillo, Emily		11AM-7:30 PM	11AM-7:30 PM	11AM-7:30 PM	O/C	O/C	11AM-7:30 PM	2:30pm-11:00pm
11	Hernandez, Liliana		O/C	2:30pm-11:00pm	2:30pm-11:00pm	O/C	10am-6:30pm lost n found	10am-6:30pm lost n found	10am-6:30pm lost n found
	Ramacus Starr	05/30/14	R/OFF	R/OFF	R/OFF	3:30PM-12:00AM	3:30PM-12:00AM	O/C	11AM-7:30 PM
12	Jillian Tippets			8:00AM-4:30PM PBX					
15	Baltazar Escobar Gabriela		10am-6:30pm lost n found	10am-6:30pm lost n found	10am-6:30pm lost n found	10am-6:30pm lost n found	R/OFF	OFF	OFF
	TOTAL STAFFING		6	6	6	6	6	6	6

JRY6

B46 RECEIVED  REJECTED

CASE NO. 28CA-149979 CASE NAME: Trump Ruffin

OF PAGES: 3 DATE: 2-3-15 REPORTER: OD

WORK SCHEDULE

DATE OF THE MONTH		4/5/2015	4/6/2015	4/7/2015	4/8/2015	4/9/2015	4/10/2015	4/11/2015
DAY OF WEEK		SUN	MON	TUE	WED	THU	FRI	SAT
DAY OF WEEK								
TEAM MEMBER	HIRE							
VANIA MARISCAL	09/26/09	7:00 AM - 3:30PM	7:00 AM - 3:30PM	OFF	OFF	8:00AM-4:30PM	8:00AM-4:30PM	7:00 AM - 3:30PM
MINERVA SALINAS	05/25/10	OFF	OFF	6:00 AM - 2:30PM	6:00 AM - 2:30PM	6:00 AM - 2:30PM	6:00 AM - 2:30PM	6:00 AM - 2:30PM
LISA REA	01/05/15	7:00 AM - 3:30PM	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF
<b>STATUS CLERK</b>								
1. CHRISTINA KEERAN <i>Wed, Sat, Sun</i>	03/10/08	OFF	7am-OFFICE	7am-OFFICE	7am-OFFICE	7am-OFFICE	7am-OFFICE	7am-OFFICE
2. PEME WILSON <i>Wed, Th</i>	06/04/08	OFF	OFF	4am-12:30pm	4am-12:30pm	4am-12:30pm	4am-12:30pm	4am-12:30pm
3. LORELEI CRAIG <i>Mon, Tues, Wed</i>	02/23/09	R/OFF	OFF	OFF	2:30pm-11:00pm	2:30pm-11:00pm	2:30pm-11:00pm	2:30pm-11:00pm
5. JAVIER AGUILAR	03/02/11	9:00AM-5:30PM PBX	OFF	OFF	8:00AM-4:30PM PBX	8:00AM-4:30PM PBX	8:00AM-4:30PM PBX	9:00AM-5:30PM PBX
6. SONIA TORRES	06/08/10	OFF	6:00AM-2:30PM	6:00AM-2:30PM	OFF	6:00AM-2:30PM	6:00AM-2:30PM	6:00AM-2:30PM
7. BIRUK ABDELA	03/02/11	3:30PM-12:00AM	3:30PM-12:00AM	3:30PM-12:00AM	OFF	OFF	3:30PM-12:00AM	3:30PM-12:00AM
8. Colon-Matias Omar	11/21/12	4am-12:30pm	4am-12:30pm	6:00AM-4:30PM PBX	6:00AM-2:30PM	11AM-7:30 PM	O/C	O/C
10. Trujillo, Emily		11AM-7:30 PM	6:00AM-4:30PM PBX	11AM-7:30 PM	11AM-7:30 PM	O/C	O/C	7:00AM-3:30PM
11. Hernandez, Liliana		10am-6:30pm lost n found	11AM-7:30 PM	2:30pm-11:00pm	O/C	O/C	10am-6:30pm lost n found	10am-6:30pm lost n found
Ramacus Starr	05/30/14	6:00AM-2:30PM	O/C	O/C	3:30PM-12:00AM	3:30PM-12:00AM	11AM-7:30 PM	11AM-7:30 PM
12. Jillian Tippets		2:30pm-11:00pm	2:30pm-11:00pm	O/C	O/C	O/C	7:00AM-3:30PM	O/C
15. Baltazar Escobar Gabriela		R/OFF	10am-6:30pm lost n found	10am-6:30pm lost n found	10am-6:30pm lost n found	10am-6:30pm lost n found	OFF	OFF
TOTAL STAFFING		6	6	6	6	6	7	7

Trump Hotel International Las Vegas  
 Management Schedule  
 Housekeeping Department

	3/29/2015	3/30/2015	3/31/2015	4/1/2015	4/2/2015	4/3/2015	4/4/2015
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>DEPARTURES</b>	<b>545</b>	<b>331</b>	<b>175</b>	<b>252</b>	<b>201</b>	<b>199</b>	<b>243</b>
<b>ARRIVALS</b>	<b>248</b>	<b>246</b>	<b>185</b>	<b>136</b>	<b>202</b>	<b>368</b>	<b>172</b>
<b>OCCUPANCY</b>	<b>69%</b>	<b>60%</b>	<b>61%</b>	<b>49%</b>	<b>49%</b>	<b>67%</b>	<b>59%</b>
<b>Alejandra</b>	OFF	OFF	AM	AM	AM	AM	AM
<b>Kelvin</b>	AM	AM	AM	AM	AM	R/OFF	R/OFF
<b>Engle Morgan</b>	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF
<b>FLOOR MANAGERS</b>							
<b>Imelda Cretin</b>	OFF	OFF	R/OFF	7:00AM	7:00AM	7:00AM	7:00AM
<b>Cherie Gallagher</b>	2:00PM	2:00PM	2:00PM	OFF	OFF	4:00PM	2:00PM
<b>Anthony Wandick</b>	7:00AM	7:00AM	OFF	OFF	7:00AM	7:00AM	7:00AM
<b>Thomas Stede</b>	OFF	OFF	7:30 AM TRN	7:30 AM TRN	7:30 AM TRN	7:30 AM TRN	7:30 AM TRN
<b>Neda Elkurdi</b>	7:00AM	7:00AM	7:00AM	7:00AM	OFF	8:30 am 30 day trn class	OFF
<b>Krystyna Stills</b>	OFF	7am trn runner	9am trn runner	2:30 pm trn runner	3:30 pm trn runner	OFF	12am trn runner
<b>SUPERVISORS</b>							
<b>Rubi Walter</b>	OFF	OFF	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM
<b>Alma Patarroyo</b>	11:00PM-7:30 AM	11:00PM-7:30 AM	8:00AM	4:00PM	4:00PM	OFF	OFF

 Training

R247

1347 RECEIVED  REJECTED

28 CA-149979  
CASE NO.                      CASE NAME: Trump Ruffin

OF PAGES: 3 DATE: 12.31.15 REPORTER: OD

Trump Hotel International Las Vegas  
 Management Schedule  
 Housekeeping Department

	4/5/2015	4/6/2015	4/7/2015	4/8/2015	4/9/2015	4/10/2015	4/11/2015
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>DEPARTURES</b>	525	210	123	171	187	221	364
<b>ARRIVALS</b>	110	221	195	213	233	477	451
<b>OCCUPANCY</b>	43%	44%	51%	56%	60%	86%	95%
<b>Alejandra</b>	AM	OFF	OFF	AM	AM	AM	AM
<b>Kelvin</b>	R/OFF	AM	AM	AM	AM	AM	OFF
<b>Engle Morgan</b>	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF	R/OFF
<b>FLOOR MANAGERS</b>							
<b>Imelda Cretin</b>	OFF	OFF	7:00AM	7:00AM	7:00AM	7:00AM	7:00AM
<b>Cherie Gallagher</b>	2:00PM	2:00PM	2:00PM	OFF	OFF	4:00PM	2:00PM
<b>Anthony Wandick</b>	7:00AM	7:00AM	7:00AM	7:00AM	4:00PM	R/OFF	R/OFF
<b>Thomas Stede</b>	OFF	7:30 AM TRN	7:30 AM TRN	7:30 AM TRN	7:30 AM TRN	7:30 AM TRN	OFF
<b>Neda Elkurdi</b>	7:00AM	7:00AM	OFF	OFF	7:00AM	7:00AM	7:00AM
<b>Krystyna Stills</b>	OFF	OFF	4AM TRN STAT	6AM TRN STAT	7AM TRN STAT	230 PM TRN STAT	330 PM TTRN ST
<b>SUPERVISORS</b>							
<b>Rubi Walter</b>	OFF	OFF	OC	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM
<b>Alma Patarroyo</b>	11:00PM-7:30 AM	11:00PM-7:30 AM	11:00PM-7:30 AM	4:00PM	OC	OFF	OFF

 Training

Employee Name			JULY																																
Day			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
	Last Name	First Name	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F		
	Magana	Alejandra									RTW																								
1/28/2008	Kwon	Kelvin																																	
4/18/2008	Gallagher	Chere																																	
2/19/2015	Elkurdi	Neda																																	
	Stede	Tom																																	
	Salls	Kryatyna																																	

Total for July	0					
Total for August	0	0				
Total for September	0					

	Vacation		Unpaid Leave		Holiday		Off Days
	Personal Days		Unpaid Leave		Vacation		Holiday
					Personal Day		

1248

B48 RECEIVED  REJECTED   
CASE NO. 28-CA-49979 CASE NAME: Trump Ruffin  
OF PAGES: 2 DATE: 2-3-15 REPORTER: JDD



## Summary of Housekeeping Associates Terminated from 2/2014 Through 10/2015 for Attendance

Last Name	First Name	Job Title History	Employee Stat	Employee Term	Last Day of Emoloymnt	Reason
Thomas	Talisha	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	4/29/2014	Attendance
Oglesby	Gerald	House Person- Housekeeping	Terminated	Involuntary	5/27/2014	Attendance
Rosales	Yonathan	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	10/2/2014	Attendance
Martinez	Pedro	Public Area Cleaner- Housekeeping	Terminated	Involuntary	11/3/2014	Attendance
Parra Hernandez	Cristina	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	11/7/2014	Attendance
Fulcher	Brittney	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	11/26/2014	Attendance
Estrella	Elvia	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	1/22/2015	Attendance
Gray	Ella	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	2/7/2015	Attendance
Torres	Victor	Floor Care Attendant- Housekeeping	Terminated	Involuntary	3/22/2015	Attendance
Hernandez	Moises	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	4/18/2015	Attendance
Contreras	Edgar	House Person- Housekeeping	Terminated	Involuntary	4/20/2015	Attendance
Navas-Beason	Shavyontee	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	5/26/2015	Attendance
Guzman	Martha	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	7/21/2015	Attendance
Hernandez Fernandez	Mileydi	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	9/14/2015	Attendance
Pena Rodriguez	George	HOUSEKEEPERS (GRA'S)	Terminated	Involuntary	10/16/2015	Attendance

\*Excludes probationary terminations, and associates terminated for no call no show/job abandonment.

R 49

B49 RECEIVED  REJECTED

28 CA-149979  
CASE NO. CASE NAME: Trump Ruffin

OF PAGES: 2 DATE: 12-3-15 REPORTER: DD

# TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

## Attendance Calendar - 2015

ASSOCIATE NAME	BLANCO, ELUTERIA		ASSOCIATE ID #	447
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING	
HIRE DATE	Saturday, April 05, 2008		POSITION	GRA

T Tardy  
  PTO Paid Time off  
  VEO Voluntary Early Out  
  NEO Non-Voluntary Early Out  
  C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																	NEO														
May							C																								
June	NEO	C	C													C															
July																															
August																															
September																															
October																															
November																															
December																															

**TARDINESS / EARLY-OUTS** **POINTS**

- LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS 1/4
- LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME 1
- SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME 1/2
- REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS) 1
- REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS) 1/2

**ABSENCE** **POINTS**

- FAILED TO CALL OR REPORT FOR WORK 8
- CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK 6
- CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE 4
- CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE) 2

250

RSU RECEIVED  REJECTED

20-07-14979  
PAGE NO.                      CASE NAME: Trump Ruffin

OF PAGES: 24 DATE: 12-10-19 REPORTER: OP

ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	1/2
POINT DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	DEC 06 TOTAL=3.5	
6-Jan	REMOVE 1 POINT TOTAL=2.5	-1
6-Feb	REMOVE 1 POINT TOTAL=1.5	-1
6-Mar	REMOVE 1 POINT TOTAL=0.5	-1
6-Apr	REMOVE 1 POINT TOTAL=0	-1
16-Apr	NEO (PEAK PERIOD) TOTAL=1	1
7-May	CALLED OUT MAY 6 @10PM FOR HER SHIFT ON MAY 7 @8:30AM TOTAL=2	1
1-Jun	NEO TOTAL=2.5	0.5
2-Jun	CALLED OUT JUNE 1 @1AM FOR HER SHIFT ON JUNE 2 @8:30AM TOTAL=3.5	1
3-Jun	CALLED OUT JUNE 2 @9:06PM FOR HER SHIFT ON JUNE 3 @8:30AM (CONTINUED) TOTAL=3.5	0
16-Jun	CALLED OUT JUNE 15 @10:10PM FOR HER SHIFT ON JUNE 16 @8:30AM TOTAL=4.5	1

VERBAL



# TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

## Attendance Calendar - 2015

ASSOCIATE NAME	RYAN AGUAYO		ASSOCIATE ID #	3164	
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING		
HIRE DATE	Thursday, September 11, 2014		POSITION	GRA	

T Tardy  
  PTO Paid Time off  
  VEO Voluntary Early Out  
  NEO Non-Voluntary Early Out  
  C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January		C	C																												
February							C																								
March																							C								
April																			C												
May																															
June														C																	
July																															
August																															
September																							C	C							
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	1/2
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	1/2
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS)	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1/2
ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED AT LEAST 4 HRS. PRIOR TO START OF SHIFT)	1

MISCELLANEOUS POINTS

FAILURE TO CLOCK IN OR OUT AS REQUIRED 1/2

POINT DEDUCTION POINTS

30 DAYS WITHOUT ATTENDANCE OCCURRENCE -1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
12/31/2014	TOTAL=0	0
2-Jan	CALLED OUT JAN 2 @11:38AM FOR HIS SHIFT ON JAN 2 @5PM (PEAK PERIOD) TOTAL=2	2
3-Jan	CALLED OUT JAN 3 @12:07PM FOR HIS SHIFT ON JAN 3 @5PM (CONTINUED) TOTAL=2	0
3-Feb	REMOVE 1 POINT TOTAL=1	-1
7-Feb	CALLED OUT FEB 7 @7:15AM FOR HIS SHIFT ON FEB 7 @4PM (PEAK PERIOD) TOTAL=3	2
7-Mar	REMOVE 1 POINT TOTAL=2	-1
23-Mar	CALLED OUT MARCH 23 @11:23AM FOR HIS SHIFT ON MARCH 23 @5PM (PEAK PERIOD) TOTAL=4	2
		VERBAL
19-Apr	CALLED OUT APR 19 @5:04AM FOR HIS SHIFT ON APR 19 @9AM (PEAK PERIOD) TOTAL=6	2
		1ST WRITTEN
19-May	REMOVE 1 POINT TOTAL=5	-1
14-Jun	CALLED OUT JUNE 14 @8:40AM FOR HIS SHIFT ON JUNE 14 @10AM (LESS THAN 4 HOURS) TOTAL=7	2
	PER HR DID NOT ISSUE THE DISCIPLINARY ACTION	
14-Jul	REMOVE 1 POINT TOTAL=6	-1





# Attendance Calendar - 2015

ASSOCIATE NAME	Alicia Williams		ASSOCIATE ID #	2892
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING	
HIRE DATE		POSITION	GRA	

Tardy  
  PTO Paid Time off  
  VEO Voluntary Early Out  
  NEO Non-Voluntary Early Out  
  C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January					C	C	C											T													
February																															
March							C																								
April																															
May																															
June																															
July																															
August																															
September																															
October																															
November																															
December																															

0  
0  
0  
1  
0  
2  
0  
2  
3  
3  
0  
0

11

TARDINESS / EARLY OUT	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	1/2
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	1/2
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REA	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1/2
ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	5
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT	1
MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	1/2
POINTS DEDUCTION	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5-9 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	TOTAL =5.5	
3-Jan	REMOVE 1 POINT TOTAL=4.5	-1
5-Jan	CALLED OUT SICK AT 12:48 AM JANUARY 5, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM JANUARY 5, 2015 (PEAK PERIOD) TOTAL=6.5 1ST WRITTEN	2
6-Jan	CALLED OUT JAN 6 @ 12:57AM FOR HER SHIFT ON JAN 6 @ 8:30AM (CONTINUED) TOTAL=6.5	0
7-Jan	CALLED OUT JAN 7 @ 4:15AM FOR HER SHIFT ON JAN 7 @ 8:30AM (CONTINUED) TOTAL=6.5	0
17-Jan	TARDY (PEAK PERIOD) TOTAL=7.5 2ND WRITTEN	1
17-Feb	REMOVE ONE POINT TOAL =6.5	-1
19-Feb	MISC. (FAILURE TO TAKE A 30 MINUTE LUNCH) TOTAL=7	0.5
	WALKED TO THE BIOMETRIC CLOCK WITH HER BIOMETRIC NOT WORKING WILL EXCUSE HER FOR THIS TIME. TOTAL=6.5	
7-Mar	CALLED OUT MARCH 7 @ 4:02AM FOR HER SHIFT ON MARCH 7 @ 9AM (PEAK PERIOD) TOTAL=8.5	2
24-Mar	REMOVE 2 POINTS PER ALEJANDRA TOTAL = 6.5	-2
7-Apr	REMOVE 1 POINT TOTAL=5.5	-1
28-Apr	FMLA CALLED OUT SICK AT 8:14 PM APRIL 27, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM APRIL 28, 2015 TOTAL = 5.5	0
7-Apr	REMOVE ONE POINT TOTAL = 4.5	-1
7-May	REMOVE 1 POINT TOTAL=3.5	-1
2-Jun	NEO TOTAL=4.5 1ST WRITTEN	1
	PER HR DISCIPLINE NOT GIVEN DISCIPLINE	
3-Jun	FMLA CALLED OUT JUNE 2 @ 10:13PM FOR HER SHIFT ON JUNE 3 @ 8:30AM. TOTAL=4.5	0
4-Jun	FMLA CALLED OUT JUNE 3 @ 8:40PM FOR HER SHIFT ON JUNE 4 @ 8:30AM TOTAL=4.5	0
2-Jul	REMOVE 1 POINT TOTAL=3.5	-1
2-Aug	REMOVE 1 POINT TOTAL=2.5	-1
14-Aug	FMLA CALLED OUT AUG 13 @ 10:06PM FOR HER SHIFT ON AUG 14 @ 8:30AM TOTAL=2.5	0
16-Aug	FMLA CALLED OUT AUG 16 @ 8:46AM FOR HER SHIFT ON AUG 16 @ 9AM. TOTAL=2.5	0

1 TIME PER MONTH 1-3 DAYS PER EPISODE



# Attendance Calendar - 2015

LAS VEGAS

<b>ASSOCIATE NAME</b>	SULLIVAN, CHRISTOPHER	<b>ASSOCIATE ID #</b>	2178
<b>PHONE NUMBER</b>		<b>DEPARTMENT</b>	HOUSEKEEPING
<b>HIRE DATE</b>	Thursday, April 05, 2012	<b>POSITION</b>	GRA

T Tardy  
  PTO Paid Time off  
  VEO Voluntary Early Out  
  NEO Non-Voluntary Early Out  
  C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April																															
May																															
June											NEO																				
July																															
August																			C												
September																											C				
October										NEO											C										
November																															
December																															

TARDINESS/EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	1/2
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	1/2
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1/2
ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4

CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE) 2

ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT) 1

**MISCELLANEOUS POINTS**

FAILURE TO CLOCK IN OR OUT AS REQUIRED 1/2

**POINT DEDUCTION POINTS**

30 DAYS WITHOUT ATTENDANCE OCCURRENCE -1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
6.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
12/24/2014	TOTAL = 8.5	8.5
24-Jan	REMOVE ONE POINT TOTAL = 7.5	-1
23-Feb	REMOVE 1 POINT TOTAL=6.5	-1
25-Mar	REMOVE 1 POINT TOTAL=5.5	-1
25-Apr	REMOVE 1 POINT TOTAL=4.5	-1
25-May	REMOVE 1 POINT TOTAL=3.5	-1
11-Jun	NEO TOTAL=4 PER HR DID NOT ISSUE THE DISCIPLINE	0.5
11-Jul	REMOVE 1 POINT TOTAL=3	-1
12-Aug	REMOVE ONE POINT TOTAL = 2	-1



# Attendance Calendar - 2015

<b>ASSOCIATE NAME</b>	REAL, FRANCISCO	<b>ASSOCIATE ID #</b>	3128
<b>PHONE NUMBER</b>		<b>DEPARTMENT</b>	HOUSEKEEPING
<b>HIRE DATE</b>	Thursday, August 07, 2014	<b>POSITION</b>	GRA

Tardy  
  PTO Paid Time off  
  VEO Voluntary Early Out  
  NEO Non-Voluntary Early Out  
  C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																					C										
February						T													T												
March																										C					
April																															
May																															
June					T											T															
July																															T
August																															
September												C								NON											
October																															
November																															
December																															

TARDINESS / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	1/2
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	1/2
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REAS)	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1/2
ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT)	1
MISCELLANEOUS	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	1/2



30 DAYS WITHOUT ATTENDANCE OCCURRENCE

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 points	First Written Correction
7 points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
12/31/2013	DEC 19 TOTAL=5.5	
20-Jan	REMOVE 1 POINT TOTAL=4.5	-1
20-Jan	CALLED OUT JAN 20 @10:06AM FOR HIS SHIFT ON JAN 20 @10AM (LATE CALL OFF AND PEAK PERIOD) TOTAL=9.5	4
25-Jan	PER ANTHONY EXCUSE THIS INCIDENT (ASSOCIATE WAS IN A CAR ACCIDENT) TOTAL=4.5	-4
6-Feb	TARDY 1 HOUR LATE (PEAK PERIOD) TOTAL=6.5	2
		1ND WRITTEN
19-Feb	TARDY (PEAK PERIOD) 11 MIN. TOTAL=7.5	1
		2ND WRITTEN
19-Mar	REMOVE 1 POINT TOTAL=6.5	-1
26-Mar	CALLED OUT MARCH 26 @12:20AM FOR HIS SHIFT ON MARCH 26 @9AM (PEAK PERIOD) TOTAL=8.5	2
26-Apr	REMOVE 1 POINT TOTAL=7.5	-1
26-May	REMOVE 1 POINT TOTAL=6.5	-1
5-Jun	TARDY TOTAL=7	0.5
		2ND WRITTEN
16-Jun	TARDY TOTAL=7.5	0.5
	PER HR DID NOT ISSUE THIS DISCIPLINARY ACTION	
16-Jul	REMOVE 1 POINT TOTAL=6.5	-1
31-Jul	TARDY (PEAK PERIOD) TOTAL=7.5	1
		2ND WRITTEN



# Attendance Calendar - 2015

LAS VEGAS

<b>ASSOCIATE NAME</b>	OLIVARES, GLORIA	<b>ASSOCIATE ID #</b>	148
<b>PHONE NUMBER</b>		<b>DEPARTMENT</b>	HOUSEKEEPING
<b>HIRE DATE</b>	Monday, January 28, 2008	<b>POSITION</b>	GRA

T Tardy  
  PTO Paid Time off  
  VEO Voluntary Early Out  
  NEO Non-Voluntary Early Out  
  C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																	T														
February																															
March																															
April													C																		
May																															
June										C						C	C	C													
July	T																														
August																															
September																															
October								C															T								
November																															
December																															

**TARDINESS, EARLY OUTS** **POINTS**

- LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS 1/4
- LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME 1
- SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME 1/2
- REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS) 1
- REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS) 1/2

**ABSENCE** **POINTS**

- FAILED TO CALL OR REPORT FOR WORK 8
- CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK 6
- CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE 4
- CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE) 2
- ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED AT LEAST 4 HRS. PRIOR TO START OF SHIFT) 1

**ABSENT/ANEGUS** **POINTS**

- FAILURE TO CLOCK IN OR OUT AS REQUIRED 1/4

**POINT DEDUCTION**

**POINTS**

30 DAYS WITHOUT ATTENDANCE OCCURRENCE

-1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	Career Decision Day
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	DEC 2 TOTAL = 4	
2-Jan	REMOVE 1 POINT TOTAL=3	-1
16-Jan	TARDY (PEAK PERIOD) TOTAL=4	1
16-Feb	REMOVE 1 POINT TOTAL=3	-1
18-Mar	REMOVE 1 POINT TOTAL=2	-1
13-Apr	CALLED OUT APR 13 @2:48AM FOR HER SHIFT ON APR 13 @5PM TOTAL=3	1
13-May	REMOVE 1 POINT TOTAL=2	-1
10-Jun	CALLED OUT JUNE 10 @12:30PM FOR HER SHIFT ON JUNE 10 @5PM TOTAL=3	1
15-Jun	CALLED OUT JUNE 15 @9:07AM FOR HER SHIFT ON JUNE 15 @5PM TOTAL=4	1
	VERBAL	
16-Jun	CALLED OUT JUNE 16 @10:14AM FOR HER SHIFT ON JUNE 16 @5PM (CONTINUED) TOTAL=4	0
17-Jun	CALLED OUT JUNE 17 @12:28PM FOR HER SHIFT ON JUNE 17 @5PM (CONTINUED) TOTAL=4	0
	PER HR DISCIPLINARY ACTION NOT GIVEN	
1-Jul	TARDY (PEAK PERIOD) TOTAL=5	1
1-Aug	REMOVE 1 POINT TOTAL=4	-1



# Attendance Calendar - 2015

LAS VEGAS

ASSOCIATE NAME	MIDAKSO, GENET	ASSOCIATE ID #	1929
PHONE NUMBER		DEPARTMENT	HOUSEKEEPING
HIRE DATE	Wednesday, June 01, 2011	POSITION	GRA

T Tardy  
  PTO Paid Time off  
  VEO Voluntary Early Out  
  NEO Non-Voluntary Early Out  
  C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February																															
March																															
April		C																													
May																															
June													C																		
July																															
August																															
September																															
October													NEO																		
November																															
December																															

0  
0  
0  
0  
0  
0  
0  
0  
0  
0  
0  
0

TARDY / EARLY OUTS	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	1/2
LATE, BUT REPORTS TO WORK WITHIN 30 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	1/2
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1/2
ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4
CALLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE)	2
ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED AT LEAST 4 HRS. PRIOR TO START OF SHIFT)	1
MISC. ISSUES	POINTS
FAILURE TO CLOCK IN OR OUT AS REQUIRED	1/2
POINT DEDUCTIONS	POINTS
30 DAYS WITHOUT ATTENDANCE OCCURRENCE	-1

CORRECTIVE ACTIONS TO BE TAKEN	
3 Points	Documented Verbal Coaching
4 Points	First Written Correction

8 Points	Second Written Correction
8 Points	Career Decision Day
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
2014	NO POINTS	
3-Apr	CALLED OUT APR 3 @3:50AM FOR HER SHIFT ON APR 3 @8AM (PEAK PERIOD) TOTAL=2	2
4-Apr	CALLED OUT APR 4 @4:05AM FOR HER SHIFT ON APR 4 @9AM (CONTINUED) TOTAL=2	0
1-May	CALLED OUT MAY 1 @3:30AM FOR HER SHIFT ON MAY 1 @8:30AM (PEAK PERIOD) TOTAL=4	2
	VERBAL	
4-May	CALLED OUT MAY 4 @3:22AM FOR HER SHIFT ON MAY 4 @8:30AM (PEAK PERIOD) TOTAL=6	2
	1ST WRITTEN	
4-Jun	REMOVE 1 POINT TOTAL=5	-1
12-Jun	CALLED OUT JUNE 12 @3:30AM FOR HER SHIFT ON JUNE 12 @8:30AM TOTAL=6	1
	1ST WRITTEN	
	PER HR DISCIPLINARY ACTION NOT GIVEN	
12-Jul	REMOVE 1 POINT TOTAL=5	-1
12-Aug	REMOVE 1 POINT TOTAL=4	-1
12-Sep	REMOVE 1 POINT TOTAL=3	-1
7-Oct	NEO TOTAL=3.5	0.5

BLOCK FMIA FROM 11-06-2015 TO 2-06-2016

# TRUMP

INTERNATIONAL HOTEL

LAS VEGAS

## Attendance Calendar - 2014

<b>ASSOCIATE NAME</b>	CONTRERAS, BEVERLY		<b>ASSOCIATE ID #</b>	2763
<b>PHONE NUMBER</b>		<b>DEPARTMENT</b>	HOUSEKEEPING	
<b>HIRE DATE</b>	Tuesday, July 30, 2013		<b>POSITION</b>	GRA

T Tardy  
  PTO Paid Time off  
  VEO Voluntary Early Out  
  NEO Non-Voluntary Early Out  
  C Call-In

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
January																															
February												C	O	O	O	O															
March																									C	O	O	O	O		
April					T																										
May																															
June																C															
July																															
August																													T		
September																															
October																															
November																															
December																															

	POINTS
LATE, BUT REPORTS TO WORK WITHIN 15 MINUTES AFTER SHIFT BEGINS	1/2
LATE, BUT REPORTS TO WORK WITHIN 60 MINUTES AFTER SCHEDULED START TIME	1
SUPERVISOR NOTIFIED IN ADVANCE THAT ASSOCIATE WOULD BE LATE AND REPORTS TO WORK WITHIN 60 MINUTES OF SCHEDULED START TIME	1/2
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING LESS THAN 4 HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1
REPORTED TO WORK BUT LEFT EARLY WITH PERMISSION AFTER WORKING 4 OR MORE HOURS (NOT AN EO, BUT A REQUEST TO LEAVE EARLY DUE TO ILLNESS OR FOR PERSONAL REASONS)	1/2
ABSENCE	POINTS
FAILED TO CALL OR REPORT FOR WORK	8
CALLED TO NOTIFY SUPERVISOR THAT HE WILL BE LATE, BUT DOES NOT REPORT TO WORK	6
CALLED AFTER SHIFT BEGINS TO NOTIFY SUPERVISOR OF ABSENCE	4



CALLLED TO NOTIFY SUPERVISOR OF ABSENCE BEFORE SHIFT STARTED BUT WITH LESS NOTICE THAN REQUIRED BY DEPT. POLICY (IF NO DEPT. POLICY, CALLED WITH LESS THAN 4 HRS. NOTICE) 2

ABSENT-CALLED TO NOTIFY SUPERVISOR OF ABSENCE IN ACCORDANCE WITH TIME FRAME INDICATED IN DEPT. POLICY (IF NO DEPT. POLICY, CALLED ATLEAST 4 HRS. PRIOR TO START OF SHIFT 1

MISCELLANEOUS POINTS

FAILURE TO CLOCK IN OR OUT AS REQUIRED 1/2

POINTS

30 DAYS WITHOUT ATTENDANCE OCCURRENCE -1

ACTIONS TO BE TAKEN	
4 Points	Documented Verbal Coaching
5.5 Points	First Written Correction
7 Points	Second Written Correction
8 Points	One (1) Day Suspension
10 Points	Termination Level - Contact HR and place associate on Suspension Pending Investigation

Date	Comments	Points
24-Dec	DEC 2013 TOTAL = 4	
24-Jan	REMOVE 1 POINT TOTAL=3	-1
12-Feb	CALLED OUT FEB 12 @4:27AM FOR HER SHIFT ON FEB 12 @8:30AM (PEAK PERIOD) TOTAL=5 VERBAL	2
12-Mar	REMOVE ONE POINT TOTAL =4	-1
25-Mar	CALLED OFF AT 4.00 AM MARCH 25, 2015 FOR HER SHIFT SCHEDULED AT 8:30 AM MARCH 25, 2015 TOTAL = 6 1ST WRITTEN	2
5-Apr	TARDY (PEAK PERIOD) TOTAL=7 2ND WRITTEN	1
5-May	REMOVE 1 POINT TOTAL=6	-1
5-Jun	REMOVE 1 POINT TOTAL=5	-1
16-Jun	CALLLED OUT JUNE 16 @4:25AM FOR HER SHIFT ON JUNE 16 @8:30AM TOTAL=6 PER HR DISCIPLINE NOT GIVEN	1



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

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

**and**

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

**Cases 28-CA-149979  
28-CA-150529  
28-CA-155072  
28-CA-156304  
28-CA-156719  
28-CA-157883**

**GENERAL COUNSEL'S ANSWERING BRIEF TO  
RESPONDENT'S EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE'S DECISION**

Judith E. Dávila  
Counsel for the General Counsel  
National Labor Relations Board, Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, AZ 85004-3099  
judith.davila@nlrb.gov  
Telephone: (602) 416-4760  
Facsimile: (602) 640-2178

**TABLE OF CONTENTS**

TABLE OF CONTENTS..... i

TABLE OF AUTHORITIES ..... iii

I. INTRODUCTION .....1

II. STATEMENT OF THE CASE.....1

III. SPECIFICATION OF THE QUESTIONS INVOLVED  
AND TO BE ARGUED.....2

IV. STATEMENT OF FACTS .....3

    A. Background.....3

    B. Magaña’s Questioning of Garcia about Her Union  
    Button and Characterization of Garcia’s Union  
    Support as Traitorous.....4

    C. Wandick’s Watching Aleman Talking about the  
    Union.....6

    D. Wandick’s Questioning of Vasquez about Her  
    Union Sentiments.....7

    E. Green’s Confrontation of Employees Preparing to  
    Handbill.....9

V. ARGUMENT .....11

    A. The Board Should Apply Its Well-Established  
    Policy of Deferring to the Credibility Findings of  
    Administrative Law Judges.....11

    B. The Board Should Defer to the ALJ’s Findings That  
    Magaña Interrogated Employees about Rtheir Union  
    Sentiments and Threatened Them with Reprisals for  
    Supporting the Union in Violation of Section  
    8(a)(1) of the Act [Exceptions 1 through 4, 79  
    through 81, and 97 through 99].....15

        1. Magaña Interrogated Employees about Their  
        Union Sentiments.....15

2.	Magaña Threatened Employees with Reprisals for Supporting the Union .....	17
C.	The Board Should Defer to the ALJ’s Finding That Wandick Engaged in Surveillance of, and Created the Impression of Surveillance of, Employees’ Union Activities, in Violation of Section 8(a)(1) of the Act [Exceptions 5 through 9, 90 through 92, and 97 through 99] .....	18
D.	The Board Should Defer to the ALJ’s finding That Wandick Interrogated Employees about Their Union Sentiments, in Violation of Section 8(a)(1) of the Act [Exceptions 10 through 24, 66 through 78, and 97 through 99] .....	19
E.	The Board Should Defer to the ALJ’s Finding that Green Interrogated Employees about Their Union Sentiments and Engaged in Surveillance of, and Created the Impression of Surveillance of, Employees’ Union Activities, in Violation of Section 8(a)(1) of the Act [Exceptions 25 through 65, 82 through 89, and 97 through 99] .....	20
1.	Green Interrogated Employees about Their Union Sentiments .....	20
2.	Green Engaged in Surveillance and Created the Impression of Surveillance .....	22
VI.	CONCLUSION .....	22

**TABLE OF AUTHORITIES**

*A.P.A. Warehouses,*  
291 NLRB 627 (1988) ..... 13

*Alcoholics Anonymous World Services,*  
288 NLRB 582 (1988) ..... 13

*Alle-Kiski Medical Center,*  
339 NLRB 361 (2003) ..... 18

*Basic Metal & Salvage Co., Inc.,*  
322 NLRB 462 (1996) ..... 18

*Bourne v. NLRB,*  
332 F.2d 47 (2d Cir. 1964)..... 16

*Carry Companies of Illinois,*  
311 NLRB 1058 (1993),  
enfd. in relevant part 30 F.3d 922 (7th Cir. 1994) ..... 18

*CF Taffe Plumbing Co.,*  
357 NLRB 2034, 2040 (2011) ..... 17

*Doral Building Services,*  
273 NLRB 454 (1984) ..... 13

*El Mundo Corp.,*  
301 NLRB 351 (1991) ..... 15

*Federal Stainless Sink Division of Unarco Industries, Inc.,*  
197 NLRB 489 (1972) ..... 14

*Flexsteel Industries,*  
311 NLRB 257 (1993) ..... 18

*Fordyce Picture Frame Co.,*  
271 NLRB 452 (1984) ..... 15

*Gateway Transportation Co., Inc.,*  
193 NLRB 47 (1971) ..... 14

<i>Gold Standard Enterprises,</i> 234 NLRB 618 (1978), enf. denied 607 F.2d 1208 (7th Cir. 1979).....	13
<i>Gossen Co.,</i> 254 NLRB 339 (1981) .....	15
<i>Heartshare Human Services of New York,</i> 339 NLRB 842 (2003) .....	18
<i>Hialeah Hospital,</i> 343 NLRB 391 (2004) .....	18
<i>Impact Industries,</i> 285 NLRB 5 (1987) .....	18
<i>Irving Tanning Co.,</i> 273 NLRB 6 (1984) .....	13
<i>Local 212, Autoworkers (Chrysler Corp.),</i> 128 NLRB 952 (1960) .....	12
<i>Lundy Packing Co.,</i> 223 NLRB 139 (1976) .....	18
<i>Medcare Associates, Inc.,</i> 330 NLRB 935 (2000) .....	16
<i>NLRB v. Armcor Industries, Inc.,</i> 535 F.2d 239 (3d Cir. 1976).....	12
<i>Passavant Memorial Area Hospital,</i> 237 NLRB 138 (1978) .....	21
<i>Print Fulfillment,</i> 361 NLRB No. 144 (2014) .....	17
<i>Roadway Package Systems, Inc.,</i> 302 NLRB 961 (1991) .....	18
<i>Rossmore House,</i> 269 NLRB 1176 (1984), aff'd 760 F.2d 1006 (9th Cir. 1985).....	16

<i>Standard Drywall Products,</i> 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951) .....	11
<i>Stevens Creek Chrysler Jeep Dodge, Inc.,</i> 357 NLRB 633 (2011) .....	12
<i>Viracon, Inc.,</i> 256 NLRB 245 (1981) .....	17
<i>Zartic, Inc.,</i> 277 NLRB 1478 (1986) .....	15



## **I. INTRODUCTION**

Based on observation of the testimony of numerous witnesses over the course of a nine-day hearing, Administrative Law Judge Lisa D. Thompson (the ALJ) found that, during the course of a campaign by employees of Respondent Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas (Respondent) to secure representation by Charging Party Local Joint Executive Board of Las Vegas, affiliated with UNITE HERE International Union (the Union), Respondent, by its supervisors and agents, interrogated employees about their union sentiments, engaged in surveillance of employees' union activities and created the impression of surveillance of those activities, and threatened employees with reprisals for supporting the Union. JD(SF)-31-16 (Jul. 28, 2016). Respondent excepts to those findings. However, Respondent's exceptions, in essence, largely boil down to exceptions to credibility findings by the ALJ, which, in view of administrative law judges' ability to observe the live testimony of witnesses, are given considerable deference by the Board. Counsel for the General Counsel (CGC) respectfully submits that the ALJ's findings that Respondent engaged in unfair labor practices within the meaning of the National Labor Relations Act (the Act) are well-supported by the facts and the law, and requests that the National Labor Relations Board (the Board) adopt those findings and order all appropriate remedies for Respondent's actions aimed at extinguishing its employees' organizing campaign.

## **II. STATEMENT OF THE CASE**

On September 30, 2015, following the investigation of six unfair labor practice charges against Respondent, the Regional Director for Region 28 issued a second consolidated complaint and notice of hearing (the complaint) against Respondent. (JD 1; GC 1(r)) The ALJ conducted a hearing concerning the allegations of the complaint on nine days between November 17 and

December 10, 2015. (JD 2:12-14) On July 28, 2016, the ALJ issued a decision and recommended Order finding that Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act by interrogating employees about their union sentiments, engaging in surveillance of employees' union activities and creating the impression of surveillance of employees' union activities, and threatening employees with reprisals for supporting the Union. (JD 50:10-24) On September 2, 2016, Respondent filed exceptions to the ALJ's decision and recommended Order and a supporting brief, which were served on CGC on September 6, 2016. CGC hereby files this answering brief to Respondent's exceptions. CGC has separately filed cross-exceptions to the ALJ's findings that Respondent did not violate the Act in certain respects and a brief in support of those cross-exceptions.

### **III. SPECIFICATION OF THE QUESTIONS INVOLVED AND TO BE ARGUED**

- A. Whether the Board should defer to the ALJ's findings that Respondent, by its Director of Housekeeping Alejandra Magaña, interrogated employees about their union sentiments and threatened them with reprisals for supporting the Union in violation of Section 8(a)(1) of the Act [Exceptions 1 through 4, 79 through 81, and 97 through 99].
- B. Whether the Board should defer to the ALJ's finding that Respondent, by its Floor Manager Anthony Wandick, engaged in surveillance of, and created the impression of surveillance of, employees' union activities, in violation of Section 8(a)(1) of the Act [Exceptions 5 through 9, 90 through 92, and 97 through 99].
- C. Whether the Board should defer to the ALJ's finding that Respondent, by its Floor Manager Anthony Wandick, interrogated employees about their union sentiments, in violation of Section 8(a)(1) of the Act [Exceptions 10 through 24, 66 through 78, and 97 through 99].
- D. Whether the Board should defer to the ALJ's finding that Respondent, by its Security Officer Olivia Green, interrogated employees about their union sentiments and engaged in surveillance of, and created the impression of surveillance of, employees' union activities, in violation of Section 8(a)(1) of the Act [Exceptions 25 through 65, 82 through 89, and 97 through 99].

#### **IV. STATEMENT OF FACTS**

##### **A. Background**

Respondent operates a 1,300-room hotel in Las Vegas, Nevada, where it employs about 700 employees. (JD 3:12-15) In mid-2014, Respondent's employees initiated an organizing campaign aimed at securing representation by the Union. (Tr. 645) The campaign was contentious. Respondent was opposed to it. (Tr. 125, 401-402, 413-414, 1103-1104) It believed that its employees' having union representation would be bad for its business. (Tr. 125)

Respondent hired an anti-Union consultant named Juan Cruz of Cruz & Associates (Cruz), who held captive audience meetings with its employees and also conducted at least one meeting with supervisors at which the supervisors spent hours painstakingly rating their impressions of employees' levels of support for the Union on a scale of 1 to 5. (Tr. 145-147, 149-152, 415-416, 418-419) Cruz apparently kept records of supervisors' ratings of employees' union sentiments on a laptop computer. (Tr. 416)

Respondent's Director of Housekeeping Alejandra Magaña (Magaña) also held a closed-door meeting with Floor Managers at which she instructed the Floor Managers to "feel out" employees for their level of Union support and communicate to them that they risked losing benefits if they unionized. (Tr. 405) Magaña and the Floor Manager divided up employees by race, nationality, and job classification. (Tr. 405) Floor Manager Anthony Wandick (Wandick) described this division of labor as follows: "So my area was that I was supposed to talk to pretty much the black people about the Union, Morgan [Floor Manager Morgan Engel] was going to handle our housemen and Tom [Floor Manager Thomas Stende] and Cindy (phonetic) [full name and position unknown] were talking to the Ethiopians." (Tr. 405) Wandick explained that, in her closed-door meeting, Magaña instructed the Floor Managers to do the following:

Just kind of just fill [*sic*] out where they -- where they are, is what -- as far as the Union and kind of just tell them about the benefits that they have here at Trump and if the Union comes in, they risk losing that. “We don't need a third party to kind of mediate for us, like the Trump can go without it.”

(Tr. 405) Later, Wandick reiterated Magaña’s instruction as follows:

It was just basically to just kind of feel out associates and kind of just -- kind much sway them for not voting for the Union, just tell him just, “This is what we’re” – “this is what we're doing for you here. If you have an issue, you can come talk to us. You guys don’t really need the Union.” So kind of trying to waiver their support more so as for a vote no for the Union.

(Tr. 414) Although Magaña and Respondent’s Director of Hotel Operations Matthew Vandergrift instructed supervisors not to write anything down “because it can be perceived as spying or whatever,” Magaña’s instruction to “feel out” employees was clear. (Tr. 405, 414, 416) Security Officers were also told to report employees’ handbilling if they saw it as an “annoyance.” (Tr. 1322-1325, 1331)

Early in the campaign, the Union filed the charges in Cases 27-CA-130526 and 27-CA-133830 against Respondent, and, through Respondent’s posting of a Notice to Employees pursuant to a settlement agreement resolving those charges, employees were aware of allegations that Respondent interrogated employees, solicited employee complaints, promised improved benefits, prohibited employees from wearing pro-Union buttons at work, threatened employees with discharge, and discharged five employees. (Tr. 134-135, 385, GC 2-6) It was in this context that the conduct at issue occurred.

**B. Magaña’s Questioning of Garcia about Her Union Button and Characterization of Garcia’s Union Support as Traitorous**

Although, in its statement of the facts in its brief in support of exceptions, Respondent states that the account by housekeeper Antonia de Lourdes Garcia (Garcia) of her conversation with Director of Housekeeping Magaña on June 15, 2015, was “rife with contradictions and

implausible accounts,” and that Magaña credibly denied that account, Respondent makes this claim without describing any of Garcia’s alleged contradictions or implausible claims. (R. Br. 12-13) Contrary to Respondent’s claims, Garcia and housekeeper Maria Jaramillo testified clearly and consistently concerning the incident, and the record evidence strongly supports the ALJ’s factual findings concerning Magaña’s conduct toward Garcia.

Garcia testified that about June 15 or 16, 2015, shortly after her birthday, she began wearing a pro-Union button to work. (Tr. 744-745) At the end of her work day that day, after she had checked in her badge and iPad, Magaña summoned her to her office and asked her, “What is this?” (JD 7:26-29; Tr. 746) Garcia asked, “What’s what? What, my Union button?” (JD 7:29-30; Tr. 746) Magaña said, “Yes.” (JD 7:30; Tr. 746) She then said, “I thought you were on my side.” (JD 7:30-32; Tr. 746) Surprised, Garcia asked, “Why?” (JD 7:32; Tr. 746) Magaña then said, “Because at this time I see you as a traitor.” (JD 7:32-33; Tr. 746) Garcia asked, “You know, for what reason?” (JD 7:33; Tr. 746-747) Magaña then said, “I thought you were on my side... But now I see that you are one of the ones who attends the Union meetings.” (JD 7:33-35; Tr. 747) Garcia denied that she was on the Union’s organizing committee or attended its meetings and said she does not need to attend meetings to show support to employees on the committee because she knew what she believed, which was to be part of the Union. (JD 7:33-35; Tr. 747) Garcia then apologized for disappointing Magaña but said she would stay on “this side” and considered herself “one of the people” and would “stay with the people.” (JD 7:37; Tr. 747) Magaña then questioned Garcia about whether she knew the person who started the campaign was leaving and implied that it was unfair for her to leave the campaign in other employees’ hands. (JD 8:1-4; Tr. 747-748) Garcia noted that there were others on the committee and then left the office. (JD 8:4-6; Tr. 748) Housekeeper Maria

Jaramillo (Jaramillo), who was checking in her badge and iPad around the same time, overheard Magaña calling Garcia a “traitor.” (JD 8:9-11; Tr. 576-578) Magaña denied having such an exchange, claiming that she had merely called Garcia to the office to ask if she had attended a “class” held by one of Respondent’s anti-Union consultants. (JD 8:16-25; Tr. 1558-1561)

Respondent’s Counsel cross-examined Garcia and Jaramillo at length about the finest details of Magaña’s exchange with Garcia nearly six months before, but was unable to draw out any inconsistency or demonstrate any implausibility in their testimony. (Tr. 568, 574-575, 579-581, 751-752, 762-763) The ALJ fully considered the testimony elicited on cross-examination and still found, based on the witnesses’ demeanor and the evidence as a whole that the testimony of Garcia and Jaramillo was more credible than that of Magaña. (JD 8:22-9:16) Importantly, in crediting Garcia and Jaramillo over Magaña, the ALJ considered: the status of Garcia and Jaramillo as current employees; the open, non-evasive, and detailed testimony of Garcia on the subject; Jaramillo’s composed and steady demeanor and the open, direct, and specific nature of her testimony; Magaña’s moderately hostile, stiff, and guarded demeanor; and evidence that Magaña instructed employees to keep track of housekeepers’ union sentiments. (JD 8:25-28, 9:1-16)

**C. Wandick’s Watching Aleman Talking about the Union**

Housekeeper Rudolfo Aleman (Aleman), one of the employees who was involved in initiating the organizing campaign and who started wearing pro-Union buttons to work, testified that that Floor Manager Wandick engaged in the following conduct during the the organizing campaign:

He started to go almost every day to the EDR [Employee Dining Room]. And when I would get near an employee to talk to them he would go there right away. He would get as close as a meter from me and in an intimidating manner so that

the employees would -- he would get as close to me as a meter in an intimidating manner so that the workers there, so that the workers would think that the way that they would see him, that they would stop. They would tell me to wait until he left so that they could keep talking or receive any other Union information.

(Tr. 367) Aleman later testified that he was aware of Wandick hovering over his conversations about the Union in this manner two or three times. (Tr. 367, 374-375) Aleman explained that on one occasion, on June 23, 2015, Wandick stood near him in this manner while he was trying to talk to employees about the Union, without saying anything, for five minutes. (Tr. 377-378) Although, when questioned by Respondent's Counsel, Wandick denied "spy[ing] on" Aleman's union activities, and denied "follow[ing] around behind him to try to intimidate him" or "to interfere with other employees taking [handouts]" from him, he did not deny standing behind Aleman and observing him talking to other employees about the Union. (JD 11:31-12:2) Further, the ALJ decided to credit the testimony of Aleman over Wandick's denials, based on Aleman's direct, specific, and non-evasive testimony and consistent demeanor; the corroborating testimony of housekeeper Carmen Llarull; and the consistency of Aleman's testimony about Wandick's out-of-the-ordinary conduct with Wandick's admission to have received instructions to track employees' union sentiments. (JD 11:31-12:2)

#### **D. Wandick's Questioning of Vasquez about Her Union Sentiments**

Housekeeper Janet Vasquez (Vasquez) testified that, sometime between May 5, 2015, when she was hired, and May 29, 2015, when she signed a Union authorization card, she went with housekeeping employee Iresyane Gonzalez (Gonzalez) to Director of Housekeeping Magaña's office to ask her questions about the Union because she believed rumors she had heard were untrue. (JD 14:6-9; Tr. 984-85, 994, 1431-33) Magaña and Floor Manager Wandick were present when they arrived. (JD 14: 14:9-10; Tr. 985-86, 1433) Vasquez asked Magaña for copies

of guarantee forms Respondent gave employees to ask Union supporters to sign when they made any promises. (JD 14:12-16; Tr. 987, 995) According to Vasquez, Magaña gave Vasquez and Gonzalez each a form, and Wandick then asked Vasquez how she was going to vote. (JD 14:20-21; Tr. 987-988) Vasquez testified that she became angry and told Wandick she did not have to answer. (JD 14:22-23; Tr. 987)

Gonzalez, on the other hand, testified, that she and Vasquez declined to take guarantee forms from Magaña and then left. (Tr. 1434) However, Gonzalez recalled that after the two left the room, Wandick “remained asking [Vasquez] something,” but said that Wandick was speaking too quietly for Gonzalez to hear. (Tr. 1438) Gonzalez seemingly admitted, though, that, at some point, Wandick asked both her and Vasquez questions about voting. When asked if she ever heard Wandick say anything to Vasquez about whether she was going to support the Union or how she was going to vote, she responded, “Outside the manager’s office, no. He’s asked, are you going to vote, but I always say, I’m not going to vote for the Union. They don’t even ask me because I always say—he asked Janet [Vasquez] but not me.” (Tr. 1437) At other times, Gonzalez testified that she did not hear what Wandick asked Vasquez until Vasquez told her the Monday before her testimony. (Tr. 1436, 1439, 1440) Notably, Gonzalez does not support the Union and displayed hostility toward CGC, hanging up on her when she attempted to call her in advance of the hearing. (Tr. 1440, 1447)

Although Wandick denied asking Vasquez how she would vote, the ALJ decided to credit Vasquez testimony, finding Vasquez “especially credible, in that she listened carefully to the questions asked and maintained the same demeanor regardless of who examined her.” (JD 14:26-29) It is noted that, although Vasquez identified the person who questioned her about her union sentiments as Magaña in an affidavit she provided as part of the underlying investigation,



Vasquez forthrightly explained that in pre-trial preparation, when CGC told her that she indicated in her affidavit that Magaña was the questioner, she was certain that Wandick asked the question and did not change her testimony to conform to the error in her affidavit. (Tr. 1001) The ALJ further found that Gonzalez corroborated Vasquez' testimony, and, although she appeared nervous and hostile during examination by CGC, seemed to be telling the truth. (JD 14:29-34) Contrary to Respondent's contention, the ALJ's finding that Gonzalez corroborated Vasquez' testimony, while acknowledging some inconsistencies, is supported by the record evidence described above and does not fundamentally undermine her factual findings concerning the incident. The ALJ also found that the status of Vasquez and Gonzalez as current employees enhanced the reliability of their testimony under the circumstances. (JD 15:6-7) Finally, the ALJ found that Vasquez' testimony about Wandick's questioning about her union sentiments was consistent with Wandick's admission that he had been instructed to find out which housekeeping employees supported the Union. (JD 15:4-5)

#### **E. Green's Confrontation of Employees Preparing to Handbill**

Housekeepers Celia Vargas (Vargas) and Dora Rivera (Rivera) testified, consistently, that, about February 28, 2015, Vargas, Rivera, and three other housekeepers gathered on a public sidewalk in front of Respondent's hotel, planning to distribute Union flyers. (JD18:41-19:4; Tr. 805-06, 1016-17) Uniformed Security Officer Olivia Green then approached the small group of employees. (JD 19:6-8; Tr. 286, 806, 1019-20, 1292) Two Union agents approached at the same time. (Tr. 1020) Green admitted that when she approached the group they were on a public sidewalk, were wearing their work uniforms, and were not doing anything violent, threatening, or inappropriate. (Tr. 285-86; 298, 303, 306) Green admittedly has no authority over the public sidewalk and had never been given orders to exclude employees from the public sidewalk. (Tr.

303, 305, 1299) When Green approached the employees, she questioned them about what they were doing. (JD 19:11; Tr. 286, 806, 1019-20, 1292) According to Vargas and Rivera, Vargas told Green that the group was there for a Union activity. (JD 19:12-13; Tr. 809, 1020) Although Green testified that she was only told, by someone in the group, that the group “had business here,” the ALJ credited the testimony of Vargas about her response. (Tr. 297) Garcia then told the group that they were not allowed to be there and that it was private property. (JD 19:13-14; Tr. 1020) Rather than retreat and allow the employees to continue in their protected activities, Green returned with two additional Security Officers. (JD 19:15-17; Tr. 1021, 1065, 286)

The Security Officers again questioned the employees about what they were doing, and Vargas responded, “We are doing our union activity and we have all the right to do that.” (JD 19:21-24; Tr. 808) The Security Officers then reiterated to the employees that they could not be there and that they had to leave. (JD 19:24-31; Tr. 809, 1022) Vargas testified that one of the Security Officers directly addressed her, raising his hands and his voice, and told her to get in her car and to go home. (JD 19:30-31; Tr. 1022, 1068-69) During her testimony, Vargas raised both her hands and gestured as if “to go away” to describe the demeanor of all three Security Officers as they interacted with the employees that morning. (Tr. 1023) Rivera corroborated this testimony. (Tr. 809, 824, 825) Rivera testified that the Security Officers told the employees that they could not “practice the activity in the property.” (Tr. 825) Rivera testified that the Union organizers told the employees not to be nervous because they had a right to be there. (Tr. 825)

Although Green claimed at the hearing that she was not aware of an organizing campaign at the time of her confrontation of the group of employees on the sidewalk, that claim is belied by the fact that Respondent had recently been required to conspicuously post a notice to employees related to its alleged unlawful actions at the outset of the campaign and also by the

fact that Green's fellow Security Officer Slovak was instructed to report employees' Union activities if he considered them to be an annoyance. (Tr. 285, 295, 1322, 1331; GC 6)

The ALJ found the testimony of Vargas and Rivera concerning this incident more credible than that of Green, given their even tone and demeanor, direct and straightforward testimony, and specific recall of events, in contrast to Green's hesitation and evasiveness in answering questions eliciting information unfavorable to Respondent, the extreme vagueness of Green's testimony about who said what, and the uneven specificity of Green's testimony in response to CGC's questions, as compared to those of Respondent's Counsel. (JD 19:45-20:18) The ALJ further relied on the fact that Respondent chose not to call the two other Security Officers involved in the incident as witnesses, leaving Green's testimony uncorroborated. (JD 20:18-19) The ALJ also found that the status of Vargas and Rivera as current employees lent reliability to their testimony. (JD 20:22-23)

## **V. ARGUMENT**

### **A. The Board Should Apply Its Well-Established Policy of Deferring to the Credibility Findings of Administrative Law Judges**

One of the Board's most basic and most often-cited principles is the principle that the Board will give great deference to an administrative law judge's credibility findings and will only overrule them if the clear preponderance of all the relevant evidence demonstrates that they are incorrect. *Standard Drywall Products*, 91 NLRB 544, 545 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). The Board defers to administrative law judges' credibility findings because "the demeanor of witnesses is a factor of consequence in resolving issues of credibility" and because administrative law judges "hav[e] the advantage of observing the witnesses while they testif[y]." *Id.* Thus, "the final determination of credibility rests with the [administrative law judge] as long

has he considers all relevant factors and sufficiently explains his credibility resolutions.” *NLRB v. Armcor Industries, Inc.*, 535 F.2d 239, 241 n. 3 (3d Cir. 1976). In applying this deferential standard, the Board whether the administrative law judge’s credibility resolutions are inconsistent with “the weight of the evidence, established or admitted acts, inherent probabilities, and reasonable inferences drawn from the record as a whole.” *Stevens Creek Chrysler Jeep Dodge, Inc.*, 357 NLRB 633, 635 (2011).

The Board must consider all relevant factors, including administrative law judge’s assessment of witnesses’ demeanor and the record as a whole, such that the consistency of witnesses’ testimony in every minute detail, be it with other parts of the same witnesses’ testimony or with corroborating witnesses’ testimony, is not controlling. Thus, as a Board Trial Examiner explained decades ago:

If in order for the trier of the facts to credit a witness his testimony must be found to be lucid, unambiguous, and consistent in all details, there would be few, if any, instances, where witnesses could meet such exacting and unrealistic requisites. This would result in an inability to “make specific credibility findings as to testimonial evidence necessary to support material findings of fact”; one of the most vital functions of a Trial Examiner.

Therefore, to point out inconsistencies in the testimony of a witness credited by the trier of the facts adds nothing and may amount to petty carping when it is not kept in mind that: “It is no reason for refusing to accept everything a witness says, because you do not believe all of it; nothing is more common in all kinds of judicial decisions than to believe some and not all.”

Intermediate Report of Trial Examiner Henry S. Sahm in *Commonwealth Extension Corp.*, Case No. 24-CA-1042, issued October 28, 1959, quoted in *Local 212, Autoworkers (Chrysler Corp.)*, 128 NLRB 952, 968-969 (1960).

Even where an administrative law judge makes an error in assessing some of these factors, such as failing to identify inconsistencies, making misstatements about the consistency

or inconsistency of witnesses' testimony, or basing credibility determinations in part on other erroneous findings, the Board will still defer to the administrative law judge's credibility determinations if they are based on other valid factors, including, importantly, demeanor. See, e.g., *A.P.A. Warehouses*, 291 NLRB 627, 627 n. 1 (1988); *Doral Building Services*, 273 NLRB 454, 454 n. 1 (1984); *Alcoholics Anonymous World Services*, 288 NLRB 582, 582 n. 1 (1988); *Irving Tanning Co.*, 273 NLRB 6, 6 n. 1 (1984).

Here, the ALJ based her credibility findings on a variety of factors, which she explained in painstaking detail. The factors considered by the ALJ included witnesses' demeanor, the specificity of witnesses' testimony, the presence or absence of corroboration, the consistency of witnesses' testimony with that of other witnesses, the internal consistency of witnesses' testimony, the consistency of witnesses' testimony with other record evidence, the pecuniary interest current employees have in testifying favorably for their employer, and the bias displayed by employees based on their support for, or opposition to, the Union. (Tr. 8:25-28, 9:1-15, 10:23-28, 11:1-6, 11:31-12:2, 14:26-15:7, 19:42-20:23)

Respondent argues that the ALJ's credibility determinations are in error in several respects. First, Respondent contends that, at times, the ALJ failed to consider inconsistencies in witnesses' testimony or incorrectly found that witnesses' testimony was consistent when it was not. (R Br. 21-22, 29-34) However, the ALJ readily acknowledged minor inconsistencies in the testimony of witnesses she decided to credit, and her findings that witnesses corroborated each other's testimony or testified consistently overall are strongly supported by the record evidence as explained in detail above.

Second, Respondent contends that the ALJ "misapplied" the Board's holding in *Gold Standard Enterprises*, 234 NLRB 618, 619 (1978), *enf. denied* 607 F.2d 1208 (7th Cir. 1979),

that testimony of current employees “is apt to be particularly reliable,” since such witnesses are testifying against their pecuniary interests, in that they are dependent on their employer for their livelihoods. See also *Gateway Transportation Co., Inc.*, 193 NLRB 47, 48 (1971); *Federal Stainless Sink Division of Unarco Industries, Inc.*, 197 NLRB 489, 491 (1972). (R Br. 24-25, 34-35, 39-40) Respondent has argued that the ALJ improperly presumed that the employees’ testimony was credible. Respondent went so far as to say that the ALJ “credited witnesses simply for being employees” and “blandly declared that their testimony somehow was sacrosanct.” (R Br. 25) However, this characterization of the ALJ’s decision fails to acknowledge that the ALJ did consider many factors other than witnesses’ status as current employees in making her credibility determinations. In fact, when she believed current employee witnesses’ testimony was colored by their interest in supporting or opposing the Union, more so than by their pecuniary interest in giving testimony favorable to their employer, she made specific findings to that effect. (JD 10:23-28, 11:1-6)

Third, Respondent contends that the ALJ’s findings that testimony about certain allegations of interrogation and engaging in surveillance or creating the impression of surveillance were more credible in view of Floor Manager Wandick’s admission to being instructed to discover and report employees’ union sentiments are flawed because they are “based on facts not contained in the record. (R Br. 36-37, 40) However, the ALJ’s findings were firmly grounded in facts contained in the record, including Wandick’s testimony that Director of Housekeeping Magaña instructed him and other Floor Managers to “feel out” housekeepers’ union sentiments and that Respondent’s anti-Union consultants held meetings with housekeeping supervisors at which they asked the supervisors to rate employees’ Union sentiments and then apparently made electronic records of those ratings.

Finally, Respondent argues that the testimony of one witness, housekeeper Janet Vasquez, “cannot be credited” because she violated a witness sequestration order imposed at the outset of the hearing. (R Br. 34) Respondent cites the Board’s decisions in *El Mundo Corp.*, 301 NLRB 351, 358 (1991), and *Zartic, Inc.*, 277 NLRB 1478 (1986), in support of that proposition. However, those cases do not say that the testimony of a witness who has violated a witness sequestration order must be discredited. Rather, in *El Mundo Corp.*, the Board specifically acknowledged that “[v]iolation of a sequestration order on a minor scale often can be disposed of by treating the matter solely as an unfavorable reflection on credibility.” *El Mundo Corp.*, 301 NLRB at 358. Where an administrative law judge is aware of a violation of a witness sequestration order when crediting the testimony of the witness who violated it, the Board will not overturn the ALJ’s credibility determination based only on the violation of the witness sequestration order. *Fordyce Picture Frame Co.*, 271 NLRB 452, 453 (1984); *Gossen Co.*, 254 NLRB 339, 339 n. 1 (1981). Vasquez’ alleged violation of the sequestration order—telling another employee witness about questioning by Floor Manager Wandick—was a minor, likely inadvertent violation of the sequestration order by a third-party witness, who was telling another employee what happened to her, and was not seeking out details of other witnesses’ testimony in order to advance her own interests. Thus, the ALJ’s decision to credit Vasquez despite this violation should not be overruled.

Moreover, even if any of the arguments advanced by Respondent undermined certain of the ALJ’s reasons for deciding to credit the testimony of some witnesses over that of others, the ALJ’s findings should stand because they were based on a variety of other valid factors. In sum, the ALJ’s credibility determinations are supported by the clear preponderance of all relevant evidence.

**B. The Board Should Defer to the ALJ's Findings That Magaña Interrogated Employees about Their Union Sentiments and Threatened Them with Reprisals for Supporting the Union in Violation of Section 8(a)(1) of the Act [Exceptions 1 through 4, 79 through 81, and 97 through 99]**

**1. Magaña Interrogated Employees about Their Union Sentiments**

In determining whether an unlawful interrogation occurred, the Board considers “whether under all the circumstances the interrogation reasonably tends to restrain, coerce, or interfere with rights guaranteed by the Act.” *Rossmore House*, 269 NLRB 1176, 1177-1178, 1178 n. 20 (1984), *aff'd* 760 F.2d 1006 (9th Cir. 1985), citing *Bourne v. NLRB*, 332 F.2d 47 (2d Cir. 1964). Relevant factors include: the background, including any history of hostility and discrimination; the nature of the information sought; the identity of the questioner, including the person’s position in the employer’s hierarchy; the place and method of the interrogation; and the truthfulness of the employee’s response. *Medcare Assoc., Inc.*, 330 NLRB 935, 939 (2000).

Aside from advancing some of the credibility arguments already addressed above in support of its argument that Magaña did not interrogate Garcia, Respondent does not advance any specific argument that, based on credited evidence, Magaña’s questioning of Garcia was not coercive, save for arguably making an argument, in a separate portion of its brief that the ALJ erred in finding that Respondent had a history of hostility toward unionization. (R Br. 14-18, 41-42) This finding of a history of hostility was not in error. It is undisputed that the Union opposed the Union’s organizing campaign, hired anti-Union consultants to communicate with employees, and made efforts to ascertain, report, and record employees’ union sentiments. Respondent also has been found to have engaged in other unfair labor practices in this case, and, as discussed below, Magaña made an unlawful threat during the very same conversation in



which she questioned Garcia about her pro-Union button. Moreover, Respondent entered into a settlement agreement resolving prior unfair labor practice charges alleging, among other things, that it discharged five of the employees who initiated its employees' organizing campaign, and posted a notice to employees pursuant to that settlement agreement. Although Respondent is correct that settlement agreements cannot be offered to prove liability for the underlying conduct, in an analysis of whether questioning about protected activities was coercive to employees, Respondent's actual liability for unfair labor practices has less relevance than employees' perceptions. Here, where multiple charges had been filed against Respondent and it had posted a notice to employees pursuant to a settlement resolving those charges, employees would have reason for concern that Respondent may retaliate against them for engaging in Union activities. Thus, Magaña's pulling Garcia aside in an office and questioning her about her wearing a Union button before threatening with her was unquestionably coercive in this context.

## **2. Magaña Threatened Employees with Reprisals for Supporting the Union**

It is well-established that statements equating union activities to disloyalty amount to unlawful threats. See *Print Fulfillment*, 361 NLRB No. 144, slip op. at 1-2 (2014); *CF Taffe Plumbing Co.*, 357 NLRB 2034, 2040 (2011); *Hialeah Hospital*, 343 NLRB 391, 391 (2004); *Viracon, Inc.*, 256 NLRB 245, 246 (1981). Here, by calling Garcia a "traitor" for supporting the Union, Magaña did just that. Although Respondent seeks to characterize Magaña's statement as a mere statement of opposition to unionization or an expression of personal opinion, Magaña's *ad hominem* characterization of Garcia as a "traitor" went much further and would reasonably have been understood by Garcia and Jaramillo, who overheard the comment, to mean that support for the Union would have negative consequences.

**C. The Board Should Defer to the ALJ's Finding That Wandick Engaged in Surveillance of, and Created the Impression of Surveillance of, Employees' Union Activities, in Violation of Section 8(a)(1) of the Act [Exceptions 5 through 9, 90 through 92, and 97 through 99]**

An employer creates an unlawful impression of surveillance if its employees “would reasonably assume from the statement in question that their union activities had been placed under surveillance.” *Heartshare Human Services of New York*, 339 NLRB 842, 844 (2003). “The idea behind finding an impression of surveillance as a violation of Section 8(a)(1) of the Act is that employees should be free to participate in union organizing campaign without the fear that members of management are peering over their shoulders, taking note of who is involved in union activities, and in what particular ways.” *Flexsteel Industries*, 311 NLRB 257, 257 (1993) (quotations omitted). Just as an employer may not create the impression that employees’ union activities are under surveillance, it may not actually engage in surveillance. *Flexsteel Industries*, 311 NLRB at 257; see also *NLRB v. Randall P. Kane, Inc.*, 581 F.2d 215, 218 (9th Cir. 1978). Although employers may observe “employees conducting their activities openly on or near company premises,” *Roadway Package Systems, Inc.*, 302 NLRB 961, 961 (1991), observation of employees becomes unlawful surveillance when it is conducted in such a conspicuous manner that it interferes with employees’ protected activities. See *Alle-Kiski Medical Center*, 339 NLRB 361, 364-65 (2003); *Basic Metal & Salvage Co., Inc.*, 322 NLRB 462, 464 (1996); *Carry Companies of Illinois*, 311 NLRB 1058 (1993), *enfd.* in relevant part 30 F.3d 922, 934 (7th Cir. 1994); *Impact Industries*, 285 NLRB 5, 24 (1987); *Lundy Packing Co.*, 223 NLRB 139, 147 (1976).

Although Respondent seeks to characterize Floor Manager Wandick’s conduct as nothing out of the ordinary (R Br. 37-38), housekeeper Aleman testified unequivocally that Wandick

increased his presence in the Employee Dining Room during the organizing campaign, at one point even hovering over Aleman, saying nothing, for about five minutes, while Aleman was trying to talk to another employee about the Union. Wandick's action was so conspicuous that the employee with whom Aleman was speaking even told him to wait until Wandick left, so they could continue talking about the Union. Wandick's action was not consistent with his normal practices, and it was not mere, passive observation of open union activities. Rather, it was an abnormal, conspicuous activity that had the immediate and predictable effect of deterring employees from engaging in union activities.

**D. The Board Should Defer to the ALJ's finding That Wandick Interrogated Employees about Their Union Sentiments, in Violation of Section 8(a)(1) of the Act [Exceptions 10 through 24, 66 through 78, and 97 through 99]**

The factors assessed by the Board in determining whether questioning of employees about protected activities amounts to coercive interrogation are outlined above in Section V.B.1. As explained above in that Section, Respondent's argument that its questioning of employees took place in a context free of hostility toward unionization is without merit. In addition to raising that argument, Respondent argues, with respect to this particular instance of interrogation, that the ALJ erred in finding that the identity of the questioner, Floor Manager Wandick, supported a finding that his questioning was coercive. However, this argument is also without merit. As a Floor Manager, Wandick had broad authority. He was responsible for overseeing daily operations, overseeing staffing and productivity, hiring employees, on-boarding employees, training employees, disciplining employees, and holding due process hearings for employees. (Tr. 394-395) He would typically administer discipline to employees in the office of the Assistant Director of housekeeping with another manager present. (Tr. 421-422) He also

held Trump Talks, in which he would review operational information with employees. (Tr. 396-397) Thus, Wandick's questioning of an employee directly about her union sentiments in an office area immediately after an exchange with the Director of Housekeeping about the Union would, unquestionably, be coercive.

**E. The Board Should Defer to the ALJ's Finding that Green Interrogated Employees about Their Union Sentiments and Engaged in Surveillance of, and Created the Impression of Surveillance of, Employees' Union Activities, in Violation of Section 8(a)(1) of the Act [Exceptions 25 through 65, 82 through 89, and 97 through 99]**

**1. Green Interrogated Employees about Their Union Sentiments**

The factors assessed by the Board in determining whether questioning of employees about protected activities amounts to coercive interrogation are outlined above in Section V.B.1. As explained above in that Section, Respondent's argument that its questioning of employees took place in a context free of hostility toward unionization is without merit. In addition to raising that argument, Respondent argues, with respect to this particular instance of interrogation, that the identity of the questioner and the nature of the questioning weigh against a finding that the questioning was coercive.

Respondent argues that, since Green was a Security Officer, she had no supervisory authority, and her approaching the small group of employees gathered on the sidewalk outside Respondent's hotel was consistent with her duties and responsibilities. However, a Security Officer's uniform, like the one Green wore when she confronted the employees, would reasonably signify to employees that Green had authority to direct them to stop or leave, to remove them from the property, to report them to the police or to their employer, or even to use force. This dynamic would reasonably give the exchange a coercive air.

Further, though Respondent argues that Green would have no reason to believe the gathered employees intended to engage in union activities when she approached them, she was indisputably aware of the Union's organizing campaign due to the posting of a Notice to Employees pursuant to a settlement agreement resolving unfair labor practice charges against Respondent, and her colleague, Security Officer Slovak, admitted that he was specifically instructed to report handbilling to be an annoyance. In this context, both Green and the gathered employees would reasonably have understood that Green's questioning aimed at ascertaining what union activity the employees planned.

Although Respondent argues that the employees' insistence that they had the right to engage in union activities, in response to Green's confrontation illustrates that Green's conduct was not coercive, the fact that the employees felt obligated to answer Green at all demonstrates Green's coerciveness. Although they planned to engage in handbilling, they had not yet begun that activity, and there is no evidence that they planned to engage in that activity in a conspicuous manner.

Finally, although Respondent makes much of the fact that the Security Officers eventually let the employees enter Respondent's premises, this action, unaccompanied by any repudiation of Green's interrogation or assurance that Respondent would not interfere with employees' Section 7 rights in the future was not sufficient to cure Respondent's unfair labor practice. *Passavant Memorial Area Hospital*, 237 NLRB 138, 138-139 (1978) (for a repudiation to be effective, the Board requires that it be timely, unambiguous, specific in nature to the coercive conduct, and free from other proscribed illegal conduct, and that it be adequately published to the employees involved, while giving them assurances that, in the future, the

employer will not interfere with their Section 7 rights). In sum, Green's questioning of the gathered employees amounted to coercive interrogation about their protected activities.

## **2. Green Engaged in Surveillance and Created the Impression of Surveillance**

The standards applied by the Board in assessing whether an employer has engaged in surveillance of employees' protected activities or created the impression of surveillance are described above in Section V.C. While Respondent seeks to characterize Green's confrontation of a group of employees on the sidewalk outside Respondent's hotel as part of her normal patrol duties, Green went beyond just observing the employees or asking them what they were going. Instead, she confronted the employees, told them they could not handbill in the area, and called two more Security Officers for backup. Green's actions would reasonably be understood by employees to suggest that she considered their protected gathering to be a security incident. Thus, Green did not merely passively observe the employees as part of her routine patrol, but confronted them and called more officers. Green's prolonged and enhanced confrontation of the employees amounted to unlawful surveillance and created the impression of surveillance.

## **VI. CONCLUSION**

The ALJ's findings that Respondent engaged in unfair labor practices are well-supported by the facts and the law. CGC therefore respectfully requests that the Board adopt those findings and order all appropriate relief.

Dated at Phoenix, Arizona, this 4<sup>th</sup> day of October, 2016.

Respectfully Submitted,

*/s/ Judith E. Dávila* \_\_\_\_\_

Judith E. Dávila  
Counsel for the General Counsel  
National Labor Relations Board, Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, AZ 85004-3099  
judith.davila@nlrb.gov  
Telephone: (602) 416-4760  
Facsimile: (602) 640-2178

## CERTIFICATE OF SERVICE

I hereby certify that General Counsel's Answering Brief to Respondent's Exceptions to Administrative Law Judge's Decision in Cases 28-CA-149979, 28-CA-150529, 28-CA-155072, 28-CA-156304, 28-CA-156719, and 28-CA-157883, was served via E-Gov, E-Filing, and E-Mail, on this 4<sup>th</sup> day of October, 2016, on the following:

Via E-Gov, E-Filing:

The Honorable Gary Shinnors  
Executive Secretary  
National Labor Relations Board  
1015 Half Street SE  
Washington, D.C. 20570-0001

Via E-Mail:

William J. Dritsas, Esq.  
Seyfarth Shaw, LLP  
560 Mission Street, Suite 3100  
San Francisco, CA 94105-2992  
Email: [wdritsas@seyfarth.com](mailto:wdritsas@seyfarth.com)

Ronald Kramer, Esq.  
Seyfarth Shaw LLP  
131 Dearborn St., Suite 2400  
Chicago, IL 60603-5577  
Email: [rkramer@seyfarth.com](mailto:rkramer@seyfarth.com)

Bryan Bienias, Esq.  
Seyfarth Shaw LLP  
131 Dearborn St., Suite 2400  
Chicago, IL 60603-5577  
Email: [brbienias@seyfarth.com](mailto:brbienias@seyfarth.com)

Richard G. McCracken, Esq.  
McCracken, Stemerman & Holsberry  
1630 South Commerce Street, Suite A-1  
Las Vegas, NV 89102-2705  
Email: [rmccracken@dcbsf.com](mailto:rmccracken@dcbsf.com)

Eric B. Myers, Esq.  
Davis, Cowell & Bowe, LLP  
595 Market Street  
San Francisco, CA 94105  
Email: [ebm@dcbsf.com](mailto:ebm@dcbsf.com)

/s/ Judith E. Dávila

Judith E. Dávila  
Counsel for the General Counsel  
National Labor Relations Board, Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, AZ 85004-3099  
[judith.davila@nlrb.gov](mailto:judith.davila@nlrb.gov)  
Telephone: (602) 416-4760  
Facsimile: (602) 640-2178



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

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

**and**

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

**Cases 28-CA-149979  
28-CA-150529  
28-CA-155072  
28-CA-156304  
28-CA-156719  
28-CA-157883**

**GENERAL COUNSEL'S BRIEF IN SUPPORT OF  
CROSS-EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE'S DECISION**

Judith E. Dávila  
Counsel for the General Counsel  
National Labor Relations Board, Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, AZ 85004-3099  
judith.davila@nlrb.gov  
Telephone: (602) 416-4760  
Facsimile: (602) 640-2178

## **I. INTRODUCTION**

In a decision issued on July 28, 2016, Administrative Law Judge Lisa D. Thompson (the ALJ) found that, during the course of a campaign by employees of Respondent Trump Ruffin Commercial, LLC, d/b/a Trump International Hotel Las Vegas (Respondent) to secure representation by Charging Party Local Joint Executive Board of Las Vegas, affiliated with UNITE HERE International Union (the Union), Respondent, by its supervisors and agents, interrogated employees about their union sentiments, engaged in surveillance of employees' union activities and created the impression of surveillance of those activities, and threatened employees with reprisals for supporting the Union. JD(SF)-31-16. Counsel for the General Counsel (CGC) respectfully excepts to the ALJ's failure to admit and give weight to evidence concerning previous serious unfair labor practices by Respondent as evidence establishing the context of various alleged unlawful statements at issue in this matter, and, also, to the ALJ's failure to find that Status Clerk Lead Christina Keeran is an agent of Respondent within the meaning of Section 2(13) of the Act and that Respondent is liable for her coercive interrogation of employees and threat toward employees.

## **II. STATEMENT OF THE CASE**

On September 30, 2015, following the investigation of six unfair labor practice charges against Respondent, the Regional Director for Region 28 issued a second consolidated complaint and notice of hearing (the complaint) against Respondent. (JD 1; GC 1(r)) The ALJ conducted a hearing concerning the allegations of the complaint on nine days between November 17 and December 10, 2015. (JD 2:12-14) On July 28, 2016, the ALJ issued a decision and recommended Order finding that Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act by interrogating employees about their union sentiments,

engaging in surveillance of employees' union activities and creating the impression of surveillance of employees' union activities, and threatening employees with reprisals for supporting the Union. (JD 50:10-24) On September 2, 2016, Respondent filed exceptions to the ALJ's decision and recommended Order and a supporting brief, which were served on CGC on September 6, 2016. CGC is separately filing an answering brief to Respondent's exceptions and cross-exceptions to the ALJ's decision. CGC hereby respectfully submits this brief in support of the General Counsel's cross-exceptions.

### **III. SPECIFICATION OF THE QUESTIONS INVOLVED AND TO BE ARGUED**

- A. Whether the ALJ erred in failing to admit and give weight to evidence concerning previous serious unfair labor practices by Respondent as evidence establishing the context of various alleged unlawful statements at issue in this matter [Cross-Exceptions 1 through 3].
- B. Whether the ALJ erred in failing to find that Christina Keeran is an agent of Respondent within the meaning of Section 2(13) of the Act [Cross-Exceptions 4 through 9].
- C. Whether the ALJ erred in failing to find that Christina Keeran interrogated employees about their union membership, activities, and sympathies [Cross-Exceptions 7, 8, 10, 12].
- D. Whether the ALJ erred in failing to find that Christina Keeran threatened employees with a reduction in hours because of their union membership, activities, and sympathies [Cross-Exceptions 8, 9, 11, 13].

### **IV. STATEMENT OF FACTS**

#### **A. The ALJ's Refusal to Admit or Give Weight to Evidence Concerning Respondent's Previous Serious Unfair Labor Practices**

During the hearing before the ALJ, CGC attempted to elicit testimony concerning five employees on the Union's employee organizing committee being sent home immediately after they first wore pro-Union buttons to work in order to unveil their organizing campaign in 2014. (Tr. 364) Respondent objected, arguing that the incident had already been resolved through

Respondent's entry into a settlement agreement. (Tr. 364) CGC explained that the evidence was relevant to the context of the alleged unfair labor practices at issue and to how employees would reasonably perceive that conduct. (Tr. 364-365) The ALJ sustained Respondent's objection, finding that matters raised by a prior charge were not relevant, and directing CGC to proceed directly to examination concerning the specific statements at issue in this case. (Tr. 365-366)

In her decision, the ALJ notes CGC's references in her brief to evidence elicited when she attempted to questions about the incident and stated, "...I find that the inclusion of facts from the prior charge clutters the record, attempts to re-litigate issues that have been settled between the parties, and arguably, violates the confidentiality provisions of the prior settlement agreement. Accordingly, I will not consider those facts in this decision." (Tr. 5:41-43)

However, consistent with the General Counsel's long-standing practices, the settlement agreement does not include a confidentiality provision, and, in fact, specifically states:

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 that evidence.

(GC 6)

#### **B. Christina Keeran's Duties and Responsibilities**

Keeran was promoted to the Status Clerk Lead position from a Status Clerk Post in December 2013, when the Status Clerk Lead Position was created. (JD 3:35; GC 12, 29, 30) Keeran reports directly to Director of Housekeeping Alejandra Magaña. As Status Clerk Lead, Keeran is perceived by employees to be a manager, supervisor, or lead, or to be "in charge." (Tr. 497, 516, 793) Keeran has a desk in the housekeeping office, which she shares with Floor Managers and Supervisors, and sometimes also with Status Clerks, though Status Clerks have

their own separate counter in the housekeeping office. (Tr. 875-76) Keeran also has a company email address. (Tr. 1132)

According to Keeran's job description, her main responsibilities include overseeing Status Clerks, drafting the schedule for the housekeeping employees, and assisting with payroll. (JD 4:2-4; GCX 13) In preparing the schedule, Keeran enters a 12-day occupancy forecast into a computer program, and the program generates a number of housekeeping employees who need to be scheduled to work each day. (JD 4:6-10; Tr. 849) Keeran then enters approved vacations given to her by Director of Housekeeping Magaña into the program, and then the program automatically populates the schedule with full-time employees, and Keeran fills in gaps in the schedule with full-time floaters and on-call employees in order of seniority. (JD 4:6-10; Tr. 851) The schedule is then reviewed by Magaña to ensure the 12-day forecast and vacations are entered accurately and to make any changes she wants to make to how many and which housekeeping employees are scheduled to work. (JD 4:12-16; Tr. 854-855)

Keeran is also responsible for keeping track of employees' attendance points in their attendance calendars to facilitate enforcement of Respondent's disciplinary policy for attendance infractions. (JD 4:18-20; Tr. 870) Keeran also assists with payroll, entering employees' clock-in times when Respondent's biometric clock-in system cannot read their fingerprints. (JD 4:20-21; Tr. 848) Although she initially denied that she can sign off on vacation requests, when confronted with a vacation request form she signed on behalf of Respondent, Keeran admitted that she had signed the form for Respondent, after being authorized to do so. (JD 4:21-22; Tr. 856-859) Keeran has acted as opener in the past, operating a computer program that assigns housekeeping employees to rooms, and, within the past year, she was trained to use a new program used for assigning housekeeping employees to rooms. (Tr. 861-863)

Although Keeran initially sought to minimize the extent to which she communicates with employees on behalf of Respondent, she admitted that she communicates with employees on behalf of Respondent about how many points they have accrued and about clock-in and clock-out procedures, and an attendance calendar reflects that she spoke with an employee about Family and Medical Leave on behalf of Respondent. (JD 4:25-27; Tr. 870-873; GC 34:8) In addition, she calls employees on behalf of Respondent to offer them time off without penalty when Respondent has too many housekeeping employees scheduled or to offer them a shift when Respondent does not have enough scheduled. (JD 4:29-31; Tr. 910-911) Employees perceive Keeran to have the authority to decide when to allow them to take time off without penalty due to overscheduling. (Tr. 500, 516, 518) Keeran also admitted that she relays employee questions about their schedules to Magaña. (Tr. 856)

Keeran's role in serving as a conduit between housekeeping employees and Respondent is evidenced by her sending an email to Magaña on February 14, 2015, reporting the following: "Good morning: Carmen [presumably housekeeping employee Carmen Llarull (Llarull)] stated to me that she is going to HR today. She stated she has been here longer than some of the Hilton ladies and wants Hilton. I told her she should talk to you first. She stated no. They also did a quick chant in the edr [Employee Dining Room] this morning. Saying union before 9 am." (GC 27) Thus, it is evident that Keeran considered herself responsible for reporting Llarull's complaint to Magaña, instructing Llarull to speak with Magaña rather than human resources, and reporting employees' union activities in the Employee Dining Room to Magaña. (GC 27)

### **C. Christina Keeran's Questioning of Housekeeper Celia Vargas**

The ALJ found, without the filing of any exception by Respondent, that, in or around March 2015, while housekeepers Celia Vargas (Vargas), Carmen Llarull (Llarull).

and Maria Jaramillo (Jaramillo) and several other housekeepers were standing in the Employee Dining Room (EDR) waiting for the morning Trump Talk, a talk by a manager about operational issues, Keeran entered the EDR, saw Vargas and asked her to sit down. (JD 17:18-20) Vargas did not comply. (JD 17:20) According to Vargas, Keeran asked, “I want to know why you want the Union.” (JD 17:20-21) Vargas did not answer and told Keeran she was on the clock and could not talk to her about the Union. (JD 17:22-23) Keeran then said she would look for Vargas on her break to continue their conversation. (JD 17:23-24) In the afternoon, Keeran again confronted Vargas, this time in a hallway. (JD 17:26) Keeran told Vargas that she had been looking for her, and Vargas pointed out that they had different break times. (JD 17:26-28) The conversation then ended. (JD 17:28) Although Keeran denied that the entire exchange occurred, the ALJ credited Vargas’ testimony over Keeran’s “general, perfunctory” denials. (JD 17:28-38)

**D. Christina Keeran’s Statement to Housemen Jose Perez Cortez and Ryan Aguayo**

The ALJ found, again without filing of any exception by Respondent, that sometime in June 2015, after on-call housemen Jose Perez Cortez (Cortez) and Aguayo (Aguayo) clocked in for the day and walked to the housekeeping office to view their work schedules, they ran into Keeran, who looked at their pro-Union buttons, and said, “If the Union comes in, you’ll [meaning all on-call personnel] only receive 20 hours [of work] or less.” (JD 18:7-11) Cortez then said, “Well, in that case, I don’t really want [the Union] here. I’m sorry I didn’t know.” (JD 18:11-12) Keeran did not respond. (JD 18:13) After the conversation, Cortez started wearing his pro-Union button underneath his jacket for fear of retaliation, and he was subsequently promoted out of his on-call position.

(JD 18:15-18) Although Keeran denied making the statement described by Cortez, the ALJ credited Cortez' testimony over Keeran's general denials. (JD 18:18-32)

## V. ARGUMENT

### A. **The ALJ Erred in Failing to Admit and Give Weight to Evidence Concerning Previous Serious Unfair Labor Practices by Respondent as Evidence Establishing the Context of Various Alleged Unlawful Statements at Issue in This Matter [Cross-Exceptions 1 through 3]**

Although the General Counsel did not allege in this case that Respondent unlawfully sent home the first five employees who wore pro-Union buttons to work at the outset of the organizing campaign, evidence concerning such an unfair labor practice is relevant to the overall context of Respondent's allegedly coercive statements. Respondent's initial reaction to the Union's organizing campaign would reasonably inform how Respondent's employees viewed Respondent's alleged unlawful statements. Prior unlawful conduct by Respondent is particularly relevant to the various allegations that Respondent coercively interrogated employees about their Union sentiments. See *Medcare Assoc., Inc.*, 330 NLRB 935, 939 (2000) (any history of hostility and discrimination relevant in assessing the coerciveness of questioning about protected activities); *Rossmore House*, 269 NLRB 1176, 1177-1178, 1178 n. 20 (1984), *aff'd* 760 F.2d 1006 (9th Cir. 1985), citing *Bourne v. NLRB*, 332 F.2d 47 (2d Cir. 1964) (same).

Although Respondent argues at length in its brief in support of exceptions that settlement agreements are not admissible to prove that a respondent engaged in unlawful conduct, CGC sought to elicit direct testimony about Respondent's underlying conduct toward the initiators of the organizing campaign, and did intend merely to rely on the settlement agreement itself to demonstrate hostility. Although the ALJ found that eliciting testimony about that conduct may breach a confidentiality provision in the settlement agreement, the settlement agreement does not



include a confidentiality provision. Inclusion of a confidentiality provision precluding disclosure of information about the underlying unfair labor practices would be contrary to the General Counsel's policies and, to the extent it applied to employees, would interfere with employees' Section 7 rights to discuss matters related to their employment concertedly with others or with the Board. See Operations Memorandum OM 07-27, "Non-Board Settlements" (Dec. 27, 2006). Moreover, the settlement agreement, like all Board settlement agreements, specifically authorizes the General Counsel to present evidence concerning the underlying conduct in future litigation. This standard language is incorporated in Board settlement agreements specifically because a respondent's prior unfair labor practices may be relevant to the litigation of future cases, for example to show animus in proving unlawful discrimination or a history of hostility in assessing the coerciveness of questioning. CGC therefore respectfully request that the ALJ overrule the ALJ's decision not to admit or consider evidence concerning Respondent's prior unlawful acts, and, to the extent the Board deems such evidence necessary in determining whether Respondent's various interrogations of employees that are the subject of Respondent's exceptions or the General Counsel's cross-exceptions, remand the case to the ALJ to receive evidence concerning those acts.

**B. The ALJ Erred in Failing to Find That Christina Keeran is an Agent of Respondent within the Meaning of Section 2(13) of the Act [Cross-Exceptions 4 through 9]**

An individual is an agent of an employer within the meaning of § 2(13) of the Act if: (1) he or she possesses actual authority, based on the employer's express or implied manifestation of authority to the individual; (2) he or she possesses apparent authority, based on the employer's manifestation of the individual's authority to a third party; or (3) the employer subsequently ratifies the individual's actions by silence or affirmative conduct. *Toering Electric Co.*, 351

NLRB 225, 236 (2007); *Wal-Mart Stores*, 350 NLRB 879, 884 (2007); *Service Employees Local 87 (West Bay Maintenance)*, 291 NLRB 82, 83 (1988).

An individual will be found to be an apparent agent if he or she is held out by the employer as a “conduit for transmitting information [from the employer] to other employees.” *Cooper Industries*, 328 NLRB 145, 145 (2000); see also, e.g., *D&F Industries, Inc.*, 339 NLRB 618, 619 (2003) (two assistants to a packaging manager at an employer’s packaging facility were agents of an employer where those individuals were responsible for ensuring that the packaging process ran on schedule, that employees worked productively, that assignments were given to line coordinators, that machines functioned properly, and that lines were staffed and supplied, and they also confronted employees about tardiness and other misconduct); *PolyAmerica Inv.*, 328 NLRB 667 (1999) (leadmen and junior foremen found to be agents on the basis of their being authorized to communicate with employees on behalf of the employer about safety, housekeeping, quality control, and production); *Zimmerman Plumbing and Heating Co.*, 325 NLRB 106 (1997), enf. in pertinent part 188 F.3d 508 (6th Cir. 1999) (agents “acted as the conduits for relaying and enforcing the Respondent's decisions, directions, policies, and views”); *Victor's Café 52*, 321 NLRB 504, fn. 1 (1996) (agent was “the usual conduit for communicating management's views and directives to employees, from the time of their hiring through their daily accomplishment of their tasks”); *Southern Bag Corp.*, 315 NLRB 725 (1994) (agent was “an authoritative communicator of information on behalf of management”); *Einhorn Enterprises*, 279 NLRB 576 (1986) (agent “relayed confidential information obtained from management to rank-and-file employees”); *B-P Custom Building Products*, 251 NLRB 1337, 1338 (1980) (agent “relayed information from management to employees and had been placed by management in a strategic position where employees could reasonably believe he spoke on its behalf”).

Respondent has placed Status Clerk Lead Keeran in a position in which employees would reasonably understand her to have authority to speak on behalf of Respondent. Keeran regularly serves as a conduit for communications between Respondent and employees, particularly with regard to scheduling and attendance. Employees come to her with questions about scheduling, she communicates with employees about their attendance points, and she conveys messages to employees for Respondent about Respondent's attendance practices, and, apparently, about leave under the Family and Medical Leave Act. She is perceived by Respondent's employees to be a manager or supervisor, and, unlike Respondent's housekeeping employees, she works at a desk in Respondent's housekeeping office, a desk that she shares with several managers.

The fact that there was insufficient evidence that Keeran possessed indicia of supervisory authority, such as the authority to hire, fire, train, or discipline employees, or that she exercised independent judgment in performing her duties, undergirded ALJ's finding that Keeran was not an agent of Respondent. However, in assessing an individual's apparent agency, the question is not whether the person had actual supervisory authority, or actual authority of any kind, and it is not whether the person exercised independent judgment. Rather, it is whether the respondent has placed the individual in such a position that employees would understand her to have authority to speak on its behalf. Here, by making Keeran a conduit of information from Respondent to employees, and vice versa, Respondent has rendered Keeran its apparent agent.

**C. Christina Keeran Interrogated Employees about Their Union Membership, Activities, and Sympathies [Cross-Exceptions 7, 8, 10, 12]**

In determining whether an unlawful interrogation occurred, the Board considers "whether under all the circumstances the interrogation reasonably tends to restrain, coerce, or interfere with rights guaranteed by the Act." *Rossmore House*, 269 NLRB at 1177-1178, 1178 n. 20.

Relevant factors include: the background, including any history of hostility and discrimination; the nature of the information sought; the identity of the questioner, including the person's position in the employer's hierarchy; the place and method of the interrogation; and the truthfulness of the employee's response. *Medicare Assoc., Inc.*, 330 NLRB at 939.

Based on an application of these factors, Keeran's questioning of Vargas about the reasons for her support for the Union amounted to an unlawful coercive interrogation. The questioning took place in a context in which Respondent had displayed opposition and hostility toward its employees efforts to organize. Although Keeran was an agent of Respondent and was not found to be a supervisor, she reported directly to Director of Housekeeping Magaña, Respondent's highest level supervisor in its 300-employee housekeeping department. It was apparent that Keeran worked closely with Magaña on various tasks including scheduling, and she served as a conduit of communications between employees and Magaña, including communications about scheduling issues. Keeran's role in the scheduling process and her role in conveying communications about scheduling are particularly significant, since one of Keeran's alleged unlawful statements related to the number of hours assigned to on-call employees. Thus, the identity of the questioner weighs in favor of a finding that Keeran's questioning was coercive. Keeran's questioning was also rendered more coercive because it began with Keeran directing Vargas to sit down, thus signaling that the ensuing conversation would be more than casual and that Keeran was exercising control over Vargas. Further, the manner in which Keeran put Vargas on the spot publicly in front of other employees to explain her union sentiments made the exchange even more coercive. Although Keeran did not say she was seeking information from Vargas as a basis for taking any action against her, the fact that Vargas does not regularly interact with Keeran, except when receiving keys from her or asking about her attendance points

would reasonably lead Vargas to believe that could be the case. Keeran's later approaching Vargas and saying she had been looking for her, an unusual confrontation that Keeran made no effort to explain to Vargas, would reasonably have been understood by Vargas to be a continuation of Keeran's earlier attempt to put Vargas on the spot to explain her Union sentiments. Finally, the fact that Vargas avoided the question, saying she could not talk about it during her working time, demonstrates the coercive nature of Keeran's questioning.

**D. Christina Keeran Threatened Employees with a Reduction in Hours Because of Their Union Membership, Activities, and Sympathies [Cross-Exceptions 8, 9, 11, 13]**

It is well-established that threats to reduce employees' work hours if they select a union as their collective bargaining representative are unlawful. *Felsa Knitting Mills, Inc.*, 208 NLRB 504, 508 (1974). Keeran explicitly threatened employees Perez and Aguayo with a loss of hours for engaging in union activities by looking at their buttons and saying that, if the Union came in, they would receive only 20 hours or less of work. Thus, Keeran's statement amounted to a violation of Section 8(a)(1).

**VI. CONCLUSION**

For the foregoing reasons, CGC respectfully requests that the Board grant the General Counsel's cross-exceptions, find that Keeran is an agent of Respondent and engaged in the unlawful conduct attributed to her, and, to the extent the Board views such evidence as necessary in order to find that Respondent engaged in the unfair labor practices at issue, remand this case to the ALJ to receive evidence concerning Respondent's sending employees home after they wore pro-Union buttons to work for the first time in 2014.

Dated at Phoenix, Arizona, this 4<sup>th</sup> day of October, 2016.

Respectfully Submitted,

/s/ Judith E. Dávila

Judith E. Dávila  
Counsel for the General Counsel  
National Labor Relations Board, Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, AZ 85004-3099  
judith.davila@nlrb.gov  
Telephone: (602) 416-4760  
Facsimile: (602) 640-2178

## CERTIFICATE OF SERVICE

I hereby certify that General Counsel's Brief in Support of Cross-Exceptions to Administrative Law Judge's Decision in Cases 28-CA-149979, 28-CA-150529, 28-CA-155072, 28-CA-156304, 28-CA-156719, and 28-CA-157883, was served via E-Gov, E-Filing, and E-Mail, on this 4<sup>th</sup> day of October, 2016, on the following:

Via E-Gov, E-Filing:

The Honorable Gary Shinnors  
Executive Secretary  
National Labor Relations Board  
1015 Half Street SE  
Washington, D.C. 20570-0001

Via E-Mail:

William J. Dritsas, Esq.  
Seyfarth Shaw, LLP  
560 Mission Street, Suite 3100  
San Francisco, CA 94105-2992  
Email: [wdritsas@seyfarth.com](mailto:wdritsas@seyfarth.com)

Ronald Kramer, Esq.  
Seyfarth Shaw LLP  
131 Dearborn St., Suite 2400  
Chicago, IL 60603-5577  
Email: [rkramer@seyfarth.com](mailto:rkramer@seyfarth.com)

Bryan Bienias, Esq.  
Seyfarth Shaw LLP  
131 Dearborn St., Suite 2400  
Chicago, IL 60603-5577  
Email: [brbienias@seyfarth.com](mailto:brbienias@seyfarth.com)

Richard G. McCracken, Esq.  
McCracken, Stemerma & Holsberry  
1630 South Commerce Street, Suite A-1  
Las Vegas, NV 89102-2705  
Email: [rmccracken@dcbsf.com](mailto:rmccracken@dcbsf.com)

Eric B. Myers, Esq.  
Davis, Cowell & Bowe, LLP  
595 Market Street  
San Francisco, CA 94105  
Email: [ebm@dcbsf.com](mailto:ebm@dcbsf.com)

/s/ Judith E. Dávila

Judith E. Dávila  
Counsel for the General Counsel  
National Labor Relations Board, Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, AZ 85004-3099  
[judith.davila@nlrb.gov](mailto:judith.davila@nlrb.gov)  
Telephone: (602) 416-4760  
Facsimile: (602) 640-2178

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

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-149979  
28-CA-150529  
28-CA-155072  
28-CA-156304  
28-CA-156719  
28-CA-157883

**RESPONDENT TRUMP RUFFIN COMMERCIAL, LLC'S ANSWERING BRIEF IN  
RESPONSE TO THE GENERAL COUNSEL'S CROSS-EXCEPTIONS TO  
ADMINISTRATIVE LAW JUDGE'S DECISION**

William J. Dritsas  
SEYFARTH SHAW LLP  
560 Mission Street, Suite 3100  
San Francisco, California 94105-2930  
Telephone: (415) 397-2823

Matthew J. Cute  
THE TRUMP ORGANIZATION  
One Trump National Drive,  
Rancho Palos Verdes, California 92750  
Telephone: (310) 303-3244

Dated: October 25, 2016

Ronald J. Kramer  
Bryan R. Bienias  
SEYFARTH SHAW LLP  
131 South Dearborn Street, Suite 2400  
Chicago, Illinois 60603  
Telephone: (312) 460-5000

*Attorneys for Respondent*  
TRUMP RUFFIN COMMERCIAL, LLC



**TABLE OF CONTENTS**

	<b><u>Page</u></b>
I. INTRODUCTION .....	1
II. FACTUAL SUMMARY .....	2
A. At the Hearing, the ALJ Correctly Excluded and/or Limited Irrelevant Evidence Concerning Unfair Labor Practice Allegations From 2014 that Were Settled By the Parties .....	2
B. The ALJ Properly Concluded Keeran Was Not an “Agent” or “Supervisor” of the Hotel.....	3
1. Keeran’s Job Duties Are Routine, Administrative, and Clerical in Nature, and She Is Not Authorized to Speak on Behalf of the Hotel .....	4
2. The ALJ Found Keeran is Not a “Supervisor” of the Hotel .....	5
3. The ALJ Found Keeran is Not an “Agent” of the Hotel.....	6
C. The ALJ Found Keeran Asked Co-Worker Vargas About Her Reasons for Supporting the Union, But Concluded There Was No Violation of the Act .....	7
D. The ALJ Found Keeran Commented to Her Co-Workers Aguayo and Perez About a “Reduction in Hours,” But Found No Violation of the Act Because Keeran is Not an Agent for the Hotel .....	7
III. ARGUMENT .....	7
A. The ALJ Correctly Excluded Irrelevant Evidence From a Disputed 2014 Unfair Labor Practice Case Resolved Through a Settlement Agreement.....	7
B. The ALJ Correctly Concluded that the General Counsel Did Not Meet Its Burden to Establish that Keeran Was the Hotel’s Agent.....	11
1. The Burden Is On the General Counsel to Establish the Existence of an Agency Relationship Between Keeran and the Hotel.....	12
2. The General Counsel Did Not Meet Its Burden to Establish That Keeran Was an Agent of the Hotel .....	12
C. The General Counsel Cannot Establish that Keeran Committed Any Violation of the Act that Can Be Vicariously Attributed to the Hotel.....	16
1. Keeran’s Alleged Question to Vargas Does Not Violate the Act.....	16

2.	Keeran’s Alleged Comments to Perez and Aguayo Do Not Violate the Act and, In Any Event, Cannot Be Attributed to the Hotel .....	18
IV.	CONCLUSION.....	19

**TABLE OF AUTHORITIES**

	<b>Page(s)</b>
<b>CASES</b>	
<i>B-P Custom Building Prods., Inc.</i> , 251 NLRB 1337 (1980) .....	15
<i>Camaco Lorain Mfg. Plant</i> , 356 NLRB 1182 (2011) .....	9
<i>Han-Dee Pak, Inc.</i> , 249 NLRB 725 (1980) .....	15
<i>In Re T.K. Products, Inc.</i> , 332 NLRB 110 (2000) .....	8
<i>Knogo Corp.</i> , 265 NLRB 935 (1982) .....	13, 15
<i>Medcare Associates, Inc.</i> , 330 NLRB 935 (2000) .....	9, 10
<i>Meyer Jewelry Co., Inc.</i> , 230 NLRB 944 (1977) .....	13
<i>NLRB v. Gissel Packing Co.</i> , 395 U.S. 575 (1969).....	18
<i>Oasis Mech., Inc.</i> , 346 NLRB 1011 (2006) .....	17
<i>Poly-Am., Inc. v. NLRB</i> , 260 F.3d 465 (5th Cir. 2001) .....	12
<i>Rossmore House</i> , 269 NLRB 1176 (1984) .....	9, 16, 17
<i>Southwest Chevrolet Corp.</i> , 194 NLRB 975 (1972) .....	8
<i>Sunnyvale Med. Clinic</i> , 277 NLRB 1217 (1985) .....	17
<i>Tyson Fresh Meats, Inc.</i> , 343 NLRB No. 129 slip. op. (Dec. 16, 2004) .....	12
<i>Vjnh, Inc.</i> , 328 NLRB 87 (1999) .....	15

<i>Wal-Mart Stores, Inc,</i> 350 NLRB 879 (2007) .....	12
<i>Waterbed World,</i> 286 NLRB 425 (1987) .....	12, 15

Pursuant to Section 102.46 of the National Labor Relations Board's Rules and Regulations, Respondent Trump Ruffin Commercial, LLC d/b/a Trump International Hotel Las Vegas ("Respondent" or "the Hotel") submits this Answering Brief to the General Counsel's Cross-Exceptions to the July 22, 2016 Decision and Order ("Decision") issued by Administrative Law Judge Lisa D. Thompson ("ALJ").

## **I. INTRODUCTION**

The General Counsel's cross-exceptions and supporting brief challenge (a) the ALJ's decision to prevent re-litigation of unrelated matters and not admit or give weight to irrelevant evidence of unfair labor practice allegations from 2014 that were resolved through a settlement with a non-admission clause, and (b) the ALJ's detailed findings that employee Christina Keeran was not an "agent" of the Hotel within the meaning of Section 2(13) of the National Labor Relations Act (the "Act"). The General Counsel's cross-exceptions have no merit.

First, Counsel for the General Counsel evidently wishes to re-litigate irrelevant, unrelated ULP allegations from 2014, which the parties resolved through an informal Board settlement with a non-admission clause. Counsel even goes so far as to request that the Board remand the instant case in order for the parties to "rehash" those issues from 2014. This request is wholly improper and should be denied. Contrary to the General Counsel's cross-exceptions, the disputed 2014 allegations are irrelevant to this case, and the ALJ properly excluded and/or limited such evidence to prevent unnecessary re-litigation of settled issues that would have no bearing on the outcome of this case.

Second, the ALJ's Decision provides a thorough analysis of whether Keeran acted as an "agent" of the Hotel, and correctly found Keeran was not an agent. The General Counsel did not adduce any substantial evidence at the hearing – and points to none in its cross-exceptions – that

would support a finding of an agency relationship between Keeran and the Hotel. Indeed, the General Counsel relies on mere conclusory statements and baseless descriptions that Keeran was viewed as a “manager or supervisor.” But the record plainly reveals Keeran’s job duties were routine, administrative, and clerical in nature, and she had no actual or apparent authority whatsoever to speak or act on behalf of the Hotel. The ALJ’s detailed findings and conclusions regarding Keeran’s lack of agent status should be adopted.

Finally, even if the ALJ’s Decision was in error regarding the agency status of Keeran (and it unquestionably is not), the General Counsel nonetheless cannot establish any violation of the Act by Keeran that can be vicariously attributed to the Hotel.

Accordingly, the Hotel respectfully requests that the Board deny the General Counsel’s cross-exceptions and adopt the ALJ’s findings and conclusions that Keeran was not an agent of the Hotel, and dismiss the Complaint in its entirety.

## **II. FACTUAL SUMMARY**

### **A. At the Hearing, the ALJ Correctly Excluded and/or Limited Irrelevant Evidence Concerning Unfair Labor Practice Allegations From 2014 that Were Settled By the Parties**

During the hearing in this matter, Counsel for the General Counsel sought to introduce evidence of prior unfair labor practice charges concerning certain Hotel employees wearing pro-union buttons in 2014. (*See* Tr. 126-28, 129-30, 136-37; G.C. Exh. 6.)<sup>1</sup> These allegations were highly-disputed and were resolved by the parties through an informal Board settlement agreement, which contained a non-admission clause. (*Id.*) Accordingly, the Hotel’s counsel

---

<sup>1</sup> Citations to the transcript of the underlying hearing before the ALJ are referenced herein as “Tr.” Citations to the General Counsel’s and Respondent’s exhibits are referenced as “G.C. Exh.” and “Resp. Exh.” Citations to the ALJ’s Decision are referenced as “ALJD, p. \_.” Citations to the General Counsel’s Brief in Support of Exceptions are referenced as “G.C. Br.”

objected to such matters being introduced into evidence, and to any testimony regarding the same. (*Id.*)

Counsel for the General Counsel informed the ALJ that the charges were not being introduced to prove violations of the Act, but simply to provide some “context.” (Tr. 130.) The ALJ *did* (albeit errantly) allow such purported evidence to be introduced, but on the basis that the documents spoke for themselves, and no specifics were addressed, such that there would be no need to re-litigate the underlying facts. (Tr. 137.) The ALJ also sustained objections as to testimony regarding facts from the disputed 2014 ULP charges on the grounds they were irrelevant. (Tr. 313, 364-65.)

In the Decision, the ALJ addressed the General Counsel’s inclusion of facts from the 2014 settled ULP case in its post-hearing brief and found such inclusion “clutters the Record, [and] attempts to re-litigate issues that have been settled between the parties... . (ALJD, p. 5, n.12.) Nevertheless, the ALJ *did consider* the previous ULPs and settlement agreement in finding certain alleged Hotel conduct violated the Act based in part on a finding of general employer “hostility” as purportedly evidenced by the 2014 charges and settlement agreement. (*See* ALJD, p. 37.)

**B. The ALJ Properly Concluded Keeran Was Not an “Agent” or “Supervisor” of the Hotel**

Christina Keeran is a non-supervisory, hourly employee that works in the Hotel’s Housekeeping Department as a “status clerk lead.” (GX 29-30; Tr. 843, 940-41, 943-44.) The General Counsel’s Complaint alleges Keeran is a “supervisor” and/or “agent” of the Hotel. The ALJ’s Decision, however, made detailed findings of fact and concluded that Keeran is not a “supervisor” or “agent” of the Hotel within the meaning of the Act. (ALJD, p. 32-35.)

**1. Keeran's Job Duties Are Routine, Administrative, and Clerical in Nature, and She Is Not Authorized to Speak on Behalf of the Hotel**

The ALJ found, consistent with the record, that Keeran's job duties as the status clerk lead were routine and clerical in nature, as follows:

Keeran ensured that housekeepers' task sheets are completed correctly and guest requests for items and/or services are completed in a timely manner. (ALJD, p. 4.) Keeran did not discipline employees or otherwise coach them on the performance of their jobs. (Tr. 864-65.) Keeran also did not generally oversee the other status clerks' work, nor did she have authority to issue discipline if they fail to perform. (Tr. 210, 263, 864, 867-70, 922.)

Keeran was responsible for drafting and assisting with the weekly schedule for housekeeping employees. (*Id.*; Resp. Exh. 20; Tr. 847-849; 902-904.) To do that, Keeran entered a 12-day occupancy forecast into a computer program, and the program generated the number of housekeeping employees who needed to be scheduled for work each day. (ALJD, p. 4; Resp. Exh. 21; Tr. 847, 849.) Keeran then entered approved vacations given to her by the Director of the Housekeeping Department, Alejandra Magaña, and the program automatically populated the schedule with full-time employees.<sup>2</sup> (ALJD, p. 4; Resp. Exh. 20; Tr. 849, 903-04.) Keeran subsequently filled in any gaps in the schedule with full-time floaters and on-call employees in order of seniority. (ALJD, p. 4; Tr. 774, 907-08, 962, 1106.) The schedule was then reviewed by Magaña to ensure the 12-day forecast and vacations were entered accurately and to make any necessary changes on how many and which housekeeping employees were scheduled to work. (ALJD, p. 4; Tr. 849, 852, 854-55, 857-59.)

---

<sup>2</sup> Only Director Magana had the sole authority to approve or deny the employees' vacation and time-off requests. (Tr. 600, 849, 908-09, 1129-30, 1136, 1211-12.) Also, Keeran did not possess the authority to remove employees from the schedule. (Tr. 856.)



Keeran assisted with housekeeping payroll and editing payroll documents, and other miscellaneous duties. (ALJD, p. 4.) Roughly two days a week, Keeran kept track of employees' attendance points in their attendance calendars to facilitate enforcement of the Hotel's disciplinary policy for attendance infractions. (ALJD, p. 4; G.C. Exhs. 26, 34; Tr. 225, 870-71, 897, 1143, 1148, 1197, 1211, 1352-53, 1357, 1611.) Keeran assisted with entering employees' clock-in times when the Hotel's biometric clock-in system could not read their fingerprints. (ALJD, p. 4; Tr. 848, 923-24.) Keeran also signed off on employee's vacation requests, if authorized by Hotel to do so. (ALJD, p. 4.)

Keeran communicated and reviewed daily housekeeping staffing needs with Magaña and other housekeeping managers to ensure staffing needs were appropriate. (ALJD, p. 4.) When authorized by the Hotel to do so, Keeran communicated with housekeepers ("GRAs") about how many attendance points they accrued and spoke to them about clock-in and clock-out procedures. (ALJD, p. 4; Tr. 870-72, 897, 1143, 1148, 1197, 1211, 1352-53, 1357, 1611.)

Lastly, only when authorized by Hotel management, Keeran called employees to offer them time off without penalty when the Hotel had too many employees scheduled or to offer them a shift when the Hotel did not have enough GRAs scheduled. (ALJD, p. 4; Tr. 863-64.)

## **2. The ALJ Found Keeran is Not a "Supervisor" of the Hotel**

At the hearing, the Hotel moved for summary judgment and dismissal of all Complaint allegations against Keeran on the grounds that the General Counsel failed to prove Keeran is a supervisor or agent under Sections 2(11) and 2(13) of the Act. The parties submitted briefs to the ALJ on this motion. (ALJD, p. 32.) Though the Complaint alleges Keeran was a supervisor, the General Counsel abandoned this theory in its brief and presented no evidence at the hearing as to Keeran's supervisory status with the Hotel. (*Id.*) Accordingly, the ALJ concluded that the

General Counsel waived the allegation that Keeran is a supervisor of the Hotel, and therefore, the ALJ granted the Hotel's motion for summary judgment as to Keeran's supervisory status. (*Id.*)

### **3. The ALJ Found Keeran is Not an "Agent" of the Hotel**

Further, the ALJ carefully examined the General Counsel's arguments that Keeran was an "agent" of the Hotel within the meaning of the Act, and concluded based on the evidence that Keeran was not an agent. (ALJD, p. 33-35.)

Specifically, the ALJ rejected the General Counsel's arguments that Keeran was a "conduit of information" by merely answering employee questions about scheduling and other matters. (ALJD, p. 33.) The ALJ found that the "information" Keeran communicated to employees was only general and was provided on a purely routine basis in her role as a timekeeper. (*Id.*) Also, the ALJ concluded Keeran never used her own judgment, and simply answered routine questions and gave basic, general information. (*Id.*) Further, the ALJ found no evidence offered by the General Counsel that other employees would have reasonably viewed Keeran as speaking for management. (ALJD, p. 34.)

The ALJ carefully reviewed the evidence and found that the General Counsel's witnesses gave only vague testimony and did not know who Keeran was or what, if any, her role was within the Housekeeping Department. (*Id.*) Moreover, most of the testimony offered by the General Counsel's witnesses was muddled because there is a manager in the Housekeeping Department also named "Christina" (Christina Stills) and the testimony was unclear who the witnesses were even referring to. (*Id.*) The ALJ also concluded that there is no evidence that the Hotel ever held out Keeran to be an agent of the Hotel. (ALJD, p. 34-35.)

The ALJ ultimately found no evidence in the record that would lead anyone to conclude Keeran was speaking for, or was held out as an agent by, the Hotel. Therefore, the ALJ properly concluded Keeran was not an agent. (ALJD, p. 35.) These findings should be adopted.

**C. The ALJ Found Keeran Asked Co-Worker Vargas About Her Reasons for Supporting the Union, But Concluded There Was No Violation of the Act**

The General Counsel alleged that sometime in early 2015, Keeran approached Housekeeper Celia Vargas – a vocal union supporter and organizing “committee leader” – in the Employee Dining Room (“EDR”), and Keeran asked Vargas why she wanted the Union. (ALJD, p. 17; Tr. 1013, 1016, 1056-58.) Keeran denies inquiring into why Vargas supports the Union. (Tr. 1454.) The ALJ, however, found that Keeran did ask such question to Vargas, but found no violation of the Act. (ALJD, p. 17, 37.)

**D. The ALJ Found Keeran Commented to Her Co-Workers Aguayo and Perez About a “Reduction in Hours,” But Found No Violation of the Act Because Keeran is Not an Agent for the Hotel**

The General Counsel alleged that in June 2015, Keeran told Housemen Ryan Aguayo and Jose Perez that if the Union is elected in, it would result in their hours being reduced to 20 hours or less a week.<sup>3</sup> As status clerk lead, Keeran does not have authority over the number of hours employees work. (Tr. 847-849, 904). The ALJ, however, found that Keeran did make such comments to her co-workers, but found no violation of the Act because Keeran was not an agent of the Hotel. (ALJD, p. 18, 44.)

**III. ARGUMENT**

**A. The ALJ Correctly Excluded Irrelevant Evidence From a Disputed 2014 Unfair Labor Practice Case Resolved Through a Settlement Agreement**

Counsel for the General Counsel argues that the ALJ should have permitted the General Counsel to re-litigate at the hearing the facts of a disputed 2014 unfair labor practice charge regarding employees wearing union buttons, which the parties resolved through an informal Board settlement agreement with no admission of any violation of the Act. The General

---

<sup>3</sup> Keeran denies this conversation occurred. (Tr. 915.)

Counsel's contentions are completely without merit. The ALJ properly excluded such purported evidence as irrelevant and an attempt to re-litigate settled matters. Accordingly, the General Counsel's cross-exceptions should be denied, as further addressed below.

As an initial matter, the General Counsel's cross-exceptions regarding the ALJ's failure to consider evidence of settled unfair labor practice allegations are misguided because the ALJ did, in fact, consider the prior ULP allegations and settlement agreement in analyzing the allegations in the instant case.<sup>4</sup> (*See* ALJD, p. 37.) The General Counsel's cross-exceptions are simply wrong.

Second, even assuming, *arguendo*, the ALJ did not give weight to proffered evidence regarding the parties' prior settled ULP allegations, the General Counsel's exceptions should still be denied. Such evidence was wholly irrelevant and was properly excluded and limited. The General Counsel's cross-exceptions do not show how evidence of ULP allegations from 2014 had any bearing on the instant case. It does not. Indeed, the ALJ correctly determined that the General Counsel's inclusion of facts from the settled ULP in its post-hearing brief was improper and merely "clutters the Record, [and] attempts to re-litigate issues that have been settled between the parties... ." (ALJD, p. 5, n.12.) Furthermore, Counsel for the General Counsel essentially *conceded* such evidence is irrelevant by claiming at the hearing that the charges and settlement were just for "context," and agreeing that Counsel did not intend to go into detail regarding the underlying facts. (*See* Tr. 126-28). Because any evidence from disputed, settled

---

<sup>4</sup> The Hotel excepted to the ALJ's erroneous consideration of the prior ULP charges and settlement agreement as probative evidence of "hostility" toward union activities. (*See* Resp. Brief in Support of Exceptions, p. 16-18.) This was in error. *See Southwest Chevrolet Corp.*, 194 NLRB 975 (1972); *see also In Re T.K. Products, Inc.*, 332 NLRB 110, n.3 (2000) (holding that the usage of prior allegations of ULPs "runs afoul not only of the familiar prior bad acts bar [Fed.R.Evid. 404(b)], but [also], afoul of the rule prohibiting the substantive use of character evidence.") Thus, to the extent the Hotel's exceptions are denied, the General Counsel's request for remand for findings on the 2014 alleged unfair labor practices is entirely moot.

ULP charges from 2014 is irrelevant to the instant case, the General Counsel's cross-exceptions should be denied.

The General Counsel's cross-exceptions also serve to underscore the ALJ's concerns. The General Counsel claims that the underlying facts of the settled ULP charges would "reasonably inform how Respondent's employees viewed Respondent's alleged unlawful statements." (G.C. Br., p. 7.) However, the ALJ properly recognized that introducing evidence for such a purpose would necessarily require her to determine whether or not any unlawful conduct actually occurred before determining whether such alleged conduct could "*reasonably* inform" employees' perceptions.

Moreover, the cases cited by General Counsel lend no support to the argument that settled ULP allegations could or should "inform" how employees viewed an employer's statements. The General Counsel cites *Medcare Associates, Inc.*, 330 NLRB 935 (2000) and *Rossmore House*, 269 NLRB 1176 (1984) for the proposition that "[p]rior *unlawful conduct* by Respondent is particularly relevant" to the General Counsel's allegations of unlawful interrogation. (G.C. Br., p. 7) (emphasis added.) However, there is simply no "prior unlawful conduct" that is remotely relevant here. Further, given that the 2014 ULP matter was disputed and the parties settled only with a non-admission clause, the ALJ properly found the underlying facts irrelevant to any of the Complaint allegations. See *Camaco Lorain Mfg. Plant*, 356 NLRB 1182, 1189 (2011) (reference to a previous unfair labor practice settlement where it was not clear whether that settlement contained a non-admission clause found not to be evidence of history of employer hostility or discrimination under first *Rossmore House* factor).

Moreover, the General Counsel's reliance on the *Medcare Associates, Inc.* decision is misplaced, as the case is readily distinguishable. In that case, the Board found a manager's

question as to an employee's "feelings" about the union was particularly threatening given that it occurred during a conversation about the recent termination of other employees who the manager explicitly said were terminated because they attended union meetings. *Medcare Assoc., Inc.*, 330 NLRB at 942. In that fact-specific context, the Board held the manager's question produced an atmosphere of tension under which the alleged interrogation occurred. *Id.* Here, unlike in *Medcare*, the alleged interrogations at issue were in no way related to issues raised in the settled ULP charges (which concerned employees wearing union buttons in 2014). Nor can the alleged conversations in dispute in the instance case be viewed "in context" with the alleged conduct that occurred over a year prior.

The General Counsel also seizes on the ALJ's Decision mistaken reference to potentially violating the settlement agreement's "confidentiality provisions,"<sup>5</sup> but such argument is a red herring. The ALJ made clear on the record that her primary concern in limiting the purposes for which the General Counsel could introduce the prior ULP evidence was, indeed, concerns about re-litigating issues that had been settled, not concerns with possible violations of a confidentiality provision. (*See* Tr. 126-28, 137, 313, 364-66.)

Lastly, the General Counsel argues it should have been permitted to introduce evidence from the prior settled ULP case because the settlement agreement states that the General Counsel "reserved the right" to use evidence obtained in that investigation for any "*relevant purpose*." This argument is meritless. The language in the settlement agreement clearly does not mean that

---

<sup>5</sup> The Hotel does not dispute that the settlement agreement does not contain a specific confidentiality provision. The ALJ likely was referring the agreement's non-admission clause. (footnote continued)

an ALJ is required to allow the General Counsel the unfettered right to re-litigate settled, irrelevant issues. The General Counsel cites no authority for such a proposition, as none exists.<sup>6</sup>

In sum, the ALJ properly concluded that the underlying facts of the settled unfair labor practice charges were not relevant to this case and would require extensive re-litigation of settled matters, and therefore, the ALJ properly excluded such evidence. The General Counsel's cross-exceptions to the contrary should be denied.

**B. The ALJ Correctly Concluded that the General Counsel Did Not Meet Its Burden to Establish that Keeran Was the Hotel's Agent**

The General Counsel excepts to the ALJ's thorough and carefully-reasoned findings that Keeran was not an agent of the Hotel. As outline below, the General Counsel's cross-exceptions regarding Keeran's alleged agency status are meritless.

The General Counsel argues that Keeran is an agent of the Hotel because the Hotel allegedly placed Keeran in a position in which employees would reasonably understand her to have authority to speak on behalf of the Hotel. (G.C. Br., p. 10.) The General Counsel attempts to establish agency by claiming that Keeran (a) answers questions or communicates with employees about scheduling, their attendance points and practices, and FMLA; (b) is allegedly perceived by certain employees to be a manager or supervisor; and (c) works at a desk that she shares with several managers. The ALJ addressed and rejected each of these claims in detail, which are either unsupported by the evidentiary record or have no weight under applicable Board law. (See ALJD, p. 33-35.) In short, there are simply no facts to establish Keeran was an agent of the Hotel. The Board should adopt the ALJ's findings and conclusions on the alleged agency relationship between Keeran and the Hotel, as discussed below.

---

<sup>6</sup> In fact, by only reserving the General Counsel's right to use such evidence for a "relevant" purpose, the settlement agreement leaves it in ALJ's determination as to whether the purpose for introducing evidence of the prior unfair labor practice allegations was "relevant" to any issue in this case.

**1. The Burden Is On the General Counsel to Establish the Existence of an Agency Relationship Between Keeran and the Hotel**

The Board applies common law principles to determine whether an agency relationship exists. *Wal-Mart Stores, Inc.*, 350 NLRB 879, 884 (2007). An agency relationship may be found where the agent possesses either actual or apparent authority to act on the principal's behalf. *Id.* The burden of proving an agency relationship is on the party asserting its existence – here, the General Counsel. *Tyson Fresh Meats, Inc.*, 343 NLRB No. 129 slip. op. at 3 (Dec. 16, 2004). The Board's test for determining whether an employee is an agent of the employer is whether, under all of the circumstances, employees would reasonably believe that the employee in question was reflecting company policy and speaking and acting for management. *See Waterbed World*, 286 NLRB 425, 426-427 (1987). Actual authority is the power to act on the principal's behalf when that power is created by the principal's express or implied manifestation to the agent. *Wal-Mart Stores, Inc.*, 350 NLRB at 884. Apparent authority, on the other hand, exists where the principal engages in conduct that reasonably interpreted, causes the third person to believe that the principal consents to have the act done on his behalf by the person purporting to act for him. *Poly-Am., Inc. v. NLRB*, 260 F.3d 465, 480 (5th Cir. 2001).

**2. The General Counsel Did Not Meet Its Burden to Establish That Keeran Was an Agent of the Hotel**

The General Counsel falls far short of meeting its burden to show that Keeran acted as an agent of the Hotel.

First, the General Counsel's argument that Keeran is an agent because she purportedly serves as a "conduit for communication" between the Hotel and employees is meritless. As the ALJ found, the mere fact that Keeran communicated with employees regarding basic scheduling and attendance matters does not render her an agent. (ALJD, p. 33.) Rather, her communication with employees was of only generalize information and was performed on a purely routine basis



in her role as a timekeeper. (*Id.*) The mere fact that Keeran may answer certain questions that employees have regarding their schedules or attendance points is hardly sufficient to establish an agency relationship. *See Knogo Corp.*, 265 NLRB 935, 935-36 (1982) (holding that non-supervisory “lead” employee’s role of being a “conduit of information” to employees was insufficient to warrant agency status, and noting that the relaying of information “indicates no more than that [the employee] is an experienced employee entrusted with nonsupervisory lead authority.”); *see also Meyer Jewelry Co., Inc.*, 230 NLRB 944, 945 (1977) (declining to find agency status simply because a lead employee may be “entrusted with additional responsibility solely because of their experience and familiarity with an employer’s operations.”). Indeed, as the ALJ correctly concluded, the record established that Director Magaña is the person ultimately responsible for answering any employee questions regarding their schedules or attendance points. (ALJD, p. 33-34; Tr. 856). While Keeran may answer routine questions, she typically refers the questions to Magaña or the appropriate Floor Manager. (GX 27; Tr. 856, 860-61, 874). Such a basic administrative function does not render Keeran an “agent” within the meaning of the Act. At most, Keeran was simply an experienced employee entrusted with nonsupervisory lead authority – not an agent. (*See* ALJD, p. 34, fn.104.)

Further, the General Counsel presents no affirmative evidence establishing that the Hotel ever held out Keeran as the “conduit” between employees and management or that she was generally responsible for fielding questions before they got to Magaña or other managers. It defies reason to ascribe an agency relationship solely on the basis that an employee answers another employee’s questions about an aspect of her job duties.<sup>7</sup>

---

<sup>7</sup> Under the General Counsel’s theory, any housekeeper who ever answered a co-worker’s question about cleaning procedures or policies, but then claimed that the those procedures or policies would change for the worse if a union was voted in, would somehow be speaking as an “agent” whose (footnote continued)

Second, the General Counsel also failed to provide any affirmative evidence to show that employees *reasonably believed* that Keeran possessed authority over any terms and conditions of employment or was speaking or acting for management. While the General Counsel’s brief in support of cross-exceptions makes conclusory assertions that employees “perceived” Keeran as a manager or speaking for management, the ALJ carefully analyzed the testimony cited by the General Counsel and found no basis to conclude Keeran was so perceived.<sup>8</sup> (ALJD, p. 34.) For example, the cited testimony shows that: (a) GRA Celia Vargas, in fact, admitted that she had no knowledge of Keeran’s job title or even what department she was in (Tr. 1054, 1089), and made nothing more than conclusory assertions; (b) GRA Eleuteria Blanco testified to nothing more than the fact that there are two “Christinas” in the Housekeeping Department, and Christina Keeran “makes the schedule,” and the other Christina is supervisor (Tr. 497); and (c) even Housemen Aguayo or Perez, the employees who testified to the alleged statement about a reduction of hours if the union came in, refer to Keeran as the “attendance lady” (per Aguayo at Tr. 973-74), or merely as a “lead” (per Perez at Tr. 793). Thus, as the ALJ concluded when reviewing the evidence, the General Counsel did not establish that the employees reasonably believed Keeran spoke or acted on behalf of the Hotel.

Third, the General Counsel also failed to show that the Hotel generally informed employees that hours would be reduced or that their schedules would in some way be altered if the Union were to represent them. It clearly made no such statement. The Board does not find agency status where the individual’s statements or actions are inconsistent with statements or

---

alleged threats are binding on the Hotel. This is an absurd proposition that deprives employees of their fundamental Section 7 rights to freely discuss the pros and cons of unionization with their co-workers.

<sup>8</sup> The ALJ analyzed the same exact testimony cited in the General Counsel’s brief in support of its cross-exceptions at p. 3-4. As the ALJ found, the cited testimony simply does not support the claim that Keeran was “perceived” by employees to be speaking for management.

actions of the employer. *Waterbed World*, 286 NLRB at 427 (finding no agency relationship where no evidence was adduced showing that employees perceived alleged agent as “being privy to management decisions or as speaking with management’s voice.”). Thus, Keeran cannot be found to have acted as an agent on behalf of the Hotel.

Finally, the record evidence fails to show that the Hotel otherwise held Keeran as one who could speak on the Hotel’s behalf. As the ALJ correctly concluded, the mere fact that Keeran shares a desk with certain managers, but also with other employees, is wholly insufficient to establish an agency relationship. (ALJD, p. 34.) *Cf. Vjnh, Inc.*, 328 NLRB 87, 102 (1999) (finding an employee was not “closely aligned with management” where employee shared an office with the director, where other supervisory and non-supervisory staff share desks). The record established that other status clerks sometimes share the desk with Keeran, certain night floor managers, and others. (Tr. 874-75, 882-83, 1127.) While Keeran attended Trump Talks to hand out keys and iPads to GRAs, there is no evidence that she directed employee meetings on behalf of management or attended management meetings. (Tr. 1455.) *See Knogo Corp.*, 265 NLRB at 36 (citing *B-P Custom Building Prods., Inc.*, 251 NLRB 1337 (1980)). Keeran also did not have the authority to hire, fire, or discipline employees. (ALJD, p. 34-35.) *Cf. Han-Dee Pak, Inc.*, 249 NLRB 725 (1980). Nothing about her job shows that the Hotel held Keeran out as an agent to speak or act on management’s behalf.

In sum, the General Counsel did not come close to meeting its burden to establish that Keeran acted as an agent of the Hotel. The ALJ’s detailed findings of fact and conclusions of law on this issue should be adopted.

**C. The General Counsel Cannot Establish that Keeran Committed Any Violation of the Act that Can Be Vicariously Attributed to the Hotel**

Finally, even if the ALJ's Decision was in error regarding the agency status of Keeran (and it unquestionably is not), the General Counsel nonetheless cannot establish a violation of the Act by Keeran that can be vicariously attributed to the Hotel.

**1. Keeran's Alleged Question to Vargas Does Not Violate the Act**

The General Counsel failed to meet its burden of proving that Keeran unlawfully interrogated Celia Vargas about her Union sympathies. Even if Keeran had the alleged discussion with Vargas about support for the union,<sup>9</sup> there is simply no basis for finding that an unlawful interrogation occurred.

The Board has long held that an employer's mere inquiry into the reasons for an employee's union support is not per se unlawful. *Rossmore House*, 269 NLRB 1176, 1177 (1984) ("To hold that any instance of casual questioning concerning union sympathies violates the Act ignores the realities of the workplace."). Here, Keeran's question to Vargas could not have constituted a coercive interrogation. Vargas is an open and vocal union supporter and a "committee leader" of the Union's employee organizing committee (Tr. 1007, 1055, 1057; ALJD, p. 17), whose role for the Union was to tell co-workers about the union and answer questions. (Tr. 1010.) She admits she told co-workers and others why they should support the union, and why she herself supports the union. (Tr. 1057.) Keeran is a non-supervisory co-worker who was subject to and impacted by the Union's organizing efforts. There is simply no

---

<sup>9</sup> Keeran credibly denied that she ever asked Vargas why she supports the Union. (Tr. 1454.) (footnote continued)

way in which Keeran's alleged question to Vargas about the reasons for her union support could be considered a "coercive interrogation."<sup>10</sup>

Indeed, asking an open union supporter what their reasons are for supporting the union does not constitute an unlawful interrogation under the Board's precedents. *See Sunnyvale Med. Clinic*, 277 NLRB 1217, 1218 (1985) (finding no unlawful interrogation where questioned employee "was not an employee especially intent on keeping her support for the Union hidden from the Respondent."); *Oasis Mech., Inc.*, 346 NLRB 1011, 1021 (2006) (order affirming ALJ Opinion in whole) ("I do not agree that the questions directed to them were coercive. Board law is clear that a question is not coercive simply because it delves into a Section 7 area. The Board looks at the particular circumstances of each case. ... Further, as *Rossmore House* makes clear, one such circumstance is whether the employees are known adherents of the union. In the instant case, Colon and Derleth were known adherents of the Union.")

Further, Vargas does not allege Keeran threatened her or engaged in any other coercive conduct when allegedly asking why Vargas supported the Union. *See Rossmore House*, 269 NLRB at 1177. The General Counsel can point to none. Grasping at straws, the General Counsel argues – based on facts not found by the ALJ – that Keeran's question was coercive because she (a) allegedly "directed" Vargas to "sit down," (b) put Vargas "on the spot publicly," and (c) did not regularly interact with Vargas, and that (d) Vargas avoided the question. None of these speculative claims are supported by the record or the ALJ's findings. (*See ALJD*, p. 17.) Nor is there any Board authority that would suggest such alleged facts would render Keeran's

---

<sup>10</sup> In any event, Keeran did not possess the authority to remove employees from the schedule or take any unilateral actions towards employees. (Tr. 856.) She also had no authority or control over the number of hours employees work. (Tr. 847-849, 904.) Because she had no control over her co-workers, her alleged conduct could not have been "coercive."

question a coercive interrogation. Thus, the alleged question by Keeran to Vargas about the reasons for her union support is entirely lawful.

In sum, the General Counsel failed to show any unlawful interrogation.

**2. Keeran’s Alleged Comments to Perez and Aguayo Do Not Violate the Act and, In Any Event, Cannot Be Attributed to the Hotel**

Finally, even if Keeran was an agent (and she was not), the ALJ’s findings regarding Keeran’s statement to Housemen Perez and Aguayo should not result in a violation of the Act.

It is well-settled that Section 8(c) of the Act permits employers to make predictions “as to the precise effect [they believe] unionism will have on [their companies], so long as “the prediction must be carefully phrased on the basis of objective fact to convey an employer’s belief as to demonstrably probable consequences beyond his control ... .” *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969). Here, Keeran’s alleged statement to Perez and Aguayo about a reduction in hours if the union came in, if such comment occurred,<sup>11</sup> should be viewed as nothing more than a prediction of the effect unionism may have. The statement does not constitute a violation of Section 8(a)(1). And again, to the extent this statement would be a violation, Keeran unquestionably was not an agent or acting on the Hotel’s behalf. Thus, as the ALJ found, Keeran’s alleged comments cannot be vicariously attributed to the Hotel. (ALJD, p. 33-35, 44.)

In sum, even if Keeran was the Hotel’s “agent” (and the ALJ found she was not), the General Counsel still failed to establish a violation of the Act. The General Counsel’s cross-exceptions should be denied on this additional basis.

---

<sup>11</sup> Keeran denied that she ever told Aguayo or Perez that any employee’s hours would be reduced to twenty hours per week if they supported the Union. (Tr. 914-15.)

**IV. CONCLUSION**

For the foregoing reasons, the Hotel respectfully requests that the Board deny the General Counsel's cross-exceptions, adopt the ALJ's findings and conclusions as to these allegations, and dismiss the Complaint in its entirety.

Dated this 25th day of October, 2016.

Respectfully submitted,

**TRUMP RUFFIN COMMERCIAL, LLC**

By its attorneys,

/s/ Matthew J. Cute

---

Matthew J. Cute  
(mcute@trumphotels.com)  
THE TRUMP ORGANIZATION  
One Trump National Drive,  
Rancho Palos Verdes, California 92750  
Telephone: (310) 303-3244

William J. Dritsas  
(wdritsas@seyfarth.com)  
SEYFARTH SHAW LLP  
560 Mission Street, Suite 3100  
San Francisco, CA 94105-2930  
Telephone: (415) 397-2823  
Fax: (415) 397-8549

Ronald J. Kramer  
Bryan R. Bienias  
SEYFARTH SHAW LLP  
131 South Dearborn Street, Suite 2400  
Chicago, Illinois 60603  
Telephone: (312) 460-5000

**CERTIFICATE OF SERVICE**

I do hereby certify that I caused a true and correct copy of the foregoing **RESPONDENT'S ANSWERING BRIEF TO THE GENERAL COUNSEL'S CROSS-EXCEPTIONS** to be served upon the following individuals, via the National Labor Relations Board's e-filing system and email on this 25<sup>th</sup> day of October, 2016:

Executive Secretary (via E-Filing)  
National Labor Relations Board  
Office of the Executive Secretary  
1015 Half Street SE – Room 5011  
Washington, DC 20570

**Counsel for the General Counsel**

Judith E. Dávila, Field Attorney (via-email)  
National Labor Relations Board, Region 28  
2600 North Central Ave., Suite 1400  
Phoenix, AZ 85004  
judith.davila@nlrb.gov

**Regional Director, Region 28**

Cornele A. Overstreet (via e-mail)  
National Labor Relations Board, Region 28  
2600 North Central Ave, Suite 1400  
Phoenix, AZ 85004-3099  
cornele.overstreet@nlrb.gov

**Counsel for Charging Party**

Richard G. McCracken (via e-mail)  
McCracken, Stemerma & Holsberry  
1630 South Commerce Street, Suite A-1  
Las Vegas, NV 89102-270  
rmccracken@dcbsf.com

Eric B. Myers (via email)  
Davis, Cowell & Bowe, LLP  
595 Market Street  
San Francisco, CA 94105  
ebm@dcbsf.com

**Charging Party**

Local Joint Executive Board of Las Vegas  
A/W Unite Here International Union  
1630 South Commerce Street  
Las Vegas, NV 89102-2700  
kkline@unitehere.org

By: /s/ Matthew J. Cute  
Attorney for Respondent



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
San Francisco, California**

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

Petitioner,

v.

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

Respondent.

Case	28-CA-149979
	28-CA-150529
	28-CA-155072
	28-CA-156304
	28-CA-156719
	28-CA-157883

---

**THE HOTEL’S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

Pursuant to Sections 102.24 and 102.35(a)(8) of the Board’s Rules and Regulations, and the Judge’s Order issued on December 2, 2015, the Hotel hereby submits its reply in support of its motion for summary judgment as to Paragraphs 4, 5(c), and 5(i) of the Complaint (Tr. 1282-89), involving the alleged conduct of Status Clerk Lead Christina Keeran. (Tr. 843-952).

Far from creating any genuine issue of material fact by which the Judge could find that Keeran’s alleged conduct should be attributed to the Hotel, the General Counsel ignores and, therefore, waives its allegation as to Keeran’s supervisory status under Section 2(11) of the Act. Instead, the General Counsel argues that Keeran is nevertheless an agent of the Hotel. (GC Br. at 23). In doing so, the General Counsel relies on the testimony of employees who baselessly described Keeran as a “manager or supervisor,” as well as its conclusory summary of Keeran’s job duties, which only underscore the routine administrative and clerical nature of Keeran’s duties, her lack of independent judgment exercised in performing her duties, and the utter lack of

any actual or apparent authority to speak on behalf of the Hotel. Accordingly, the Hotel's motion for summary judgment should be granted and all allegations concerning Keeran dismissed.

**I. THE GENERAL COUNSEL WAIVED ITS ALLEGATIONS REGARDING KEERAN'S SUPERVISORY STATUS UNDER SECTION 2(11) OF THE ACT**

In its brief, the General Counsel failed to provide any argument or analysis to support its allegation in Paragraph 4 of the Complaint that, "[a]t all material times" Status Clerk Lead Keeran has been a supervisor of the Hotel within the meaning of Section 2(11) of the Act. Accordingly, the General Counsel has waived its allegations as to Keeran's supervisory status. *Cf. Wisconsin Bell, Inc.*, 346 NLRB 62, 64 n.8 (2005) (finding argument raised in a party's answer to the complaint waived because the party failed to raise the issue at the hearing or in its brief); *Compact Video Services*, 319 NLRB 131, 144 (1995) (waiving arguments concerning confidentiality of documents which were not raised in party's brief). *Accord United States v. Kitsap Physicians Serv.*, 314 F.3d 995, 999 (9th Cir. 2002) (holding that plaintiff waived argument because he failed to present evidence in opposition to the motion for summary judgement in either the written briefs or affidavits); *BlueEarth Biofuels, LLC v. Hawaiian Elec. Co.*, 531 F. App'x 784, 786 (9th Cir. 2013) ("By failing to raise this argument in opposition to summary judgment, [plaintiff] waived it.").

**II. EVEN IF NOT WAIVED, THE GENERAL COUNSEL FAILED TO SHOW A GENUINE ISSUE OF FACT SUFFICIENT TO ESTABLISH KEERAN'S SUPERVISORY STATUS**

To the extent, if any, that the General Counsel's passing references to Keeran's job duties somehow were intended as evidence of supervisory status, the General Counsel failed to create a genuine issue of fact sufficient to infer that Keeran is a supervisor. The General Counsel failed to show that Keeran engages in any of the supervisory functions enumerated in Section 2(11) of

the Act, that any alleged supervisory functions are anything more than routine or clerical functions that do not require the exercise of independent judgment, or that any secondary indicia of supervisory status sufficiently establish supervisory status.

**A. The General Counsel Failed to Rebut that Keeran’s Job Duties are Not Supervisory**

First, the General’s Counsel’s reliance on Keeran’s job description (GC Br. at 4), is insufficient to bestow supervisory status as a matter of law. *See Heritage Hall*, 333 NLRB 458, 458-59 (2001) (“It is well settled that employees cannot be transformed into statutory supervisors merely by vesting them with the title or job description of supervisor.”) (citing *Schnurmacher Nursing Home v. NLRB*, 214 F.3d 260, 266 (2d Cir. 2000); *In Re Training Sch. at Vineland*, 332 NLRB 1412, 1416 (2000) (“Job descriptions or other documents suggesting the presence of supervisory authority are not given controlling weight. The Board insists on evidence supporting a finding of actual as opposed to mere paper authority.”) (citations omitted). Indeed, no evidence was presented that Keeran ever saw or followed this job description or that her job duties were in any way derived from the job description. (Tr. 945-46).

Second, the General Counsel failed to provide any facts to establish that Keeran’s assistance with the weekly schedule, to the extent it is even a “supervisory function” under 2(11), is anything more than routine or clerical in nature or that it requires that she exercise independent judgment. (GC Br. at 4). Indeed, the facts recited by the General Counsel concede that Keeran (1) plugs a pre-prepared 12-day forecast of the Hotel’s staffing needs into a computer program, which creates the schedule based on seniority and full-time or on-call status; (2) enters vacation requests which are pre-approved by Magana; and (3) fills in any blanks “with full-time floaters and on-call employees in order of seniority.” (GC Br. at 4). The General Counsel cites no material facts to suggest that Keeran exercises any independent judgement in assisting with the

weekly schedule. *See Auto West Toyota*, 284 NLRB 659, 661-62 (1987) (parts manager not a supervisor where his “scheduling” of other employees amounted only to an uncomplicated and regular rotation of employees); *Dean & Deluca*, 338 NLRB 1046, 1048 (2003) (evidence that alleged supervisor made out employees’ schedules did not establish that he used “supervisory independent judgment” in carrying out his duties).

Third, the General Counsel failed to rebut that Keeran’s tracking of employees’ attendance points in their attendance calendars is insufficient to establish supervisory status. (GC Br. at 5). Although the tracking of attendance points is utilized to enforce the Hotel’s attendance policy, Keeran does not issue discipline nor exercise any discretion in how or when points are assessed. This is simply not a supervisory function. *See Feralloy West Co.*, 277 NLRB 1083, 1084 (1985) (tracking employee attendance and notifying managers when an employee reached a level of attendance infractions that required discipline held a clerical, not supervisory, function); *Fleming Cos. Inc.*, 330 NLRB 277 n.1 (1999) (no evidence of independent judgment where employee’s “role in the issuance of disciplinary warnings is [] limited to the nondiscretionary recording of instances of tardiness and absences and the distribution of a standard disciplinary form generated elsewhere.”). Notably, Keeran only performs this function two days per week when covering for Administrative Assistant Vania Mariscal, whom the General Counsel does not allege to be a supervisor under the Act.

Fourth, the General Counsel presented no genuine issue of fact to show that Keeran’s editing of employees’ time punches for payroll purposes are anything more than routine and clerical in nature or that they require the exercise of independent judgment. (GC Br. at 5). *See International Transportation Service, Inc.*, 344 NLRB 279, 285 (2005) (holding that an employee’s “payroll and billing duties were both clerical and routine in nature, not directly

involving the supervision of any other employees.”); *Silverwood’s, F. B.*, 92 NLRB 1114, 1121 (1950) (finding the “payroll clerk” was not a statutory supervisor under the Act).

Fifth, the fact that Keeran’s signature appeared on a vacation request form in 2012, before she was Status Clerk Lead, does nothing to establish a genuine issue of fact with regard to her supervisory status. (GX 25). As discussed in the Hotel’s brief, status clerks, including Keeran when she served as one, would sometimes be directed by supervisors to sign request forms that a supervisor had verbally approved, but needed to go to payroll when no other manager was around to actually sign the approval. (Tr. 920-21). A clerical employee’s mere signing of a pre-approved request for leave does not evidence supervisory status as a matter of law. *See Bowne of Houston*, 280 NLRB 1222, 1223 (1986) (finding no supervisory status where alleged supervisor “performs the essentially routine and clerical function of reviewing and signing the [time-off] request forms,” but the manager “gives final approval or disapproval for any request.”).

Sixth, the fact that Keeran -- again, before she became Status Clerk Lead -- served as an “opener” or was trained on a program that status clerk leads utilize to assign rooms to GRAs fails to establish supervisory status. The Hotel is at a loss as to how Keeran’s purported supervisory status is established based on job duties she no longer performs and which are currently performed by employees who the General Counsel acknowledges are not supervisors. Regardless, the General Counsel failed to show any issue of material fact to establish that the assigning of rooms is anything other than a routine function that does not require the exercise of independent judgment.

Seventh, the General Counsel cannot establish supervisory status simply because Keeran has “company email” or shares a desk with other managers. As discussed in the Hotel’s brief,

Keeran's Hotel-issued email address is not included in the group email address for the Housekeeping management team. (Hotel Br. at 132). Indeed, Mariscal, whom the General Counsel does not allege to be a supervisor, also has her own company-issued email address. (EX 23, 28, 32). Moreover, the mere fact that Keeran shares a work desk with night Floor Managers - as well as other status clerks -- does not evidence supervisory status. *See, e.g., Vjnh, Inc.*, 328 NLRB at 102 (finding no supervisory status where alleged supervisor shared an office with the director, particularly where other supervisory and non-supervisory staff share desks).

Finally, the mere fact that Keeran answers certain employee questions or refers employees to Housekeeping managers with their question is insufficient to establish supervisory status. The General Counsel has not, and indeed cannot, cite to any Board or Court authority holding that an employee becomes a supervisor simply by answering other employees' questions about matters that may be related to the alleged "supervisors'" job duties. *See Armstrong Machine Co.*, 343 NLRB 1149, 1149 (2004) (holding that an employee was not a supervisor when functions included "answer[ing] employees' questions"). Under the General Counsel's nonsensical theory, the Act would lose any and all purpose as employees who happen to relay information to other employees become supervisors who fall outside of the Act's protections. Such an absurd result cannot be countenanced.

**B. Employees' Baseless Opinions are Insufficient to Establish Supervisory Status**

The General Counsel cannot show that Keeran was a statutory supervisor simply by citing the baseless and factually unsupported opinions of employees who possessed no actual knowledge of Keeran's job duties. As discussed in the Hotel's brief, none of the General Counsel's witnesses who testified about Keeran's duties provided anything more than a superficial knowledge of Keeran's job duties, which amounted to describing her as the

“attendance lady” or the one who “make changes in the schedule, and she writes it up on the wall.” (Hotel Br. at 137; Tr. 973-74, 1006). Indeed, when pressed, certain employees either backed off of describing Keeran as a manager entirely (Tr. 793), or admitted that they could not provide any information as to what Keeran does since they did not work in her department. (Tr. 517-18).

Even if these employees possessed adequate firsthand knowledge of Keeran’s job duties, their opinions alone are insufficient to bestow supervisory status upon her Keeran and deprive her of her rights as an employee. *Victoria Partners*, 327 NLRB 54, 62 (1998) (“The subjective perceptions of others are not dispositive of supervisory status.”) (citing *Blue Star Ready-Mix Concrete*, 305 NLRB 429, 430 (1991)). The record evidence fails to establish that Keeran is a supervisor under Section 2(11) of the Act.

### **III. THE GENERAL COUNSEL FAILED TO ESTABLISH THAT KEERAN IS AN AGENT OF THE HOTEL.**

Despite alleging from the outset that Keeran is a statutory supervisor, in its brief, the General Counsel abandons that claim and argues instead that Keeran is an agent of the Hotel because the Hotel “placed [Keeran] in a position in which employees would reasonably understand her to have authority to speak on behalf of the [Hotel].” (GC Br. 23). The General Counsel dedicates all of five sentences to the issue and attempts to establish agency by claiming that Keeran (1) answers questions or communicates with employees about scheduling, their attendance points and practices, and FMLA; (2) is allegedly perceived by certain employees to be a manager or supervisor; and (3) works at a desk that she shares with several managers. Even viewing the facts in a light most favorable to the General Counsel, no genuine issue of fact exists sufficient to establish Keeran as an agent of the Hotel.

The Board applies common law principles to determine whether an agency relationship exists. *Wal-Mart Stores, Inc.*, 350 NLRB 879, 884 (2007). An agency relationship, therefore, may be found where the agent possesses either actual or apparent authority to act on the principal's behalf. *Id.* The burden of proving an agency relationship is on the party asserting its existence. *Tyson Fresh Meats, Inc.*, 343 NLRB No. 129 slip. op. at 3 (Dec. 16, 2004). The Board's test for determining whether an employee is an agent of the employer is whether, under all of the circumstances, employees would reasonably believe that the employee in question was reflecting company policy and speaking and acting for management. *See, e.g., Waterbed World*, 286 NLRB 425, 426-427 (1987). Actual authority is the power to act on the principal's behalf when that power is created by the principal's express or implied manifestation to the agent. *Wal-Mart Stores, Inc.*, 350 NLRB at 884. Apparent authority, on the other hand, exists where the principal engages in conduct that reasonably interpreted, causes the third person to believe that the principal consents to have the act done on his behalf by the person purporting to act for him. *Poly-Am., Inc. v. NLRB*, 260 F.3d 465, 480 (5th Cir. 2001).

Similar to Keeran's alleged supervisory status, the General Counsel falls far short of the mark in he attempts to show that Keeran acted as an agent. First, the mere fact that Keeran may answer certain questions that employees have regarding their schedules or attendance points is hardly sufficient to establish an agency relationship. *Cf. Knogo Corp.*, 265 NLRB 935, 935-36 (1982) (holding that non-supervisory "lead" employee's role of being a "conduit of information" to employees was insufficient to warrant agency status and noting that the relaying of information "indicates no more than that [the employee] is an experienced employee entrusted with nonsupervisory lead authority."). *See also Meyer Jewelry Co., Inc.*, 230 NLRB 944, 945 (1977) (declining to find agency status simply because a lead employee may be "entrusted with



additional responsibility solely because of their experience and familiarity with an employer's operations.”). In fact, the record established that Magana is ultimately responsible for answering any employee questions regarding their schedules or attendance points. (Tr. 856). While Keeran may answer routine questions, she typically refers the questions to Magana or the appropriate Floor Manager. (GX 27; Tr. 856, 860-61, 874).

The General Counsel presented no affirmative evidence establishing that Keeran was held out as the “conduit” between employees and management or that she was generally responsible for fielding questions before they got to Magana or other managers. It defies reason to ascribe an agency relationship solely on the basis that an employee answers another employee’s questions about an aspect of her job duties. Under the General Counsel’s theory, any GRA who ever answered a co-worker’s question about cleaning procedures or policies, but then claimed that the those procedures or policies would change for the worse if a union was voted in, would somehow be speaking as an agent whose alleged threats are binding on the Hotel. The same would have to be said of status clerks who relay instructions to GRAs and Inspectors who check the GRAs’ rooms. This is an untenable proposition that only deprives employees of their fundamental Section 7 rights to freely discuss the pros and cons of unionization with their co-workers.

Second, the General Counsel failed to provide any affirmative evidence to show that employees *reasonably* believed that Keeran possessed authority over any terms and conditions of employment. Vargas conclusively declared Keeran a supervisor (Tr. 1005), based solely her claim that Keeran was the one she would go to when they need to make changes to the schedule and that Keeran would write the changes on the schedule on the wall. (Tr. 1006). Vargas on cross acknowledged that she had no knowledge of Keeran’s job title or even what department

she was in. (Tr. 1054, 1089). She also notably failed to list Keeran as a supervisor in her affidavit when she listed all of her supervisors. (Tr. 1050). Nor did Aguayo or Perez, the employees who testified to the alleged threat, claim that Keeran dictates how many hours employees work. Aguayo simply testified that Keeran was the “attendance lady” and “the one that tells your attendance and takes your schedule or something like that. She takes my schedule and fixes my attendance sometimes.” (Tr. 973-74). While Perez initially claimed Keeran was a “manager,” he then backed off and only characterized Keeran as a “lead.” (Tr. 793). Perez also admitted that he hardly spoke or had any contact with Keeran. (Tr. 792-93). Thus, the General Counsel has failed to show that employees at issue reasonably believed that Keeran spoke on behalf of the Hotel.

Third, the General Counsel failed to show that the Hotel generally informed employees that hours would be reduced or that their schedules would in some way be altered because of employees’ Union support. The Board does not find agency status where the individual’s statements or actions are inconsistent with statements or actions of the employer. *Waterbed World*, 286 NLRB at 427 (finding no agency relationship where no evidence was adduced showing that employees perceived alleged agent as “being privy to management decisions or as speaking with management’s voice.”).

Finally, the record evidence fails to show that the Hotel otherwise held Keeran as one who could speak on the Hotel’s behalf. The fact that Keeran shares a desk with certain managers, but also with other employees, is wholly insufficient to establish an agency relationship. *Cf. Vjnh, Inc.*, 328 NLRB 87, 102 (1999) (finding an employee was not “closely aligned with management” where employee shared an office with the director, particularly where other supervisory and non-supervisory staff share desks). The record clearly established that other

status clerks sometimes share the desk with Keeran, certain night floor managers, and others. (Tr. 874-75, 882-83, 1127). While Keeran attended Trump Talks to hand out keys and iPads to GRAs, there is no evidence that she directed employee meetings on behalf of management or attended management meetings. (Tr. 1455). *See Knogo Corp.*, 265 NLRB at 36 (citing *B-P Custom Building Products, Inc.*, 251 NLRB 1337 (1980)). As discussed above, Keeran did not have the authority to hire, fire, or discipline employees. *Cf. Han-Dee Pak, Inc.*, 249 NLRB 725 (1980). Although Keeran assisted with the preparation of the weekly schedule, as discussed above, this was routine in nature and did not show the exercise of independent judgment. *Knogo Corp.*, 265 NLRB at 36 (citing *Broyhill Company*, 210 NLRB 288 (1974)). Keeran also wore the same uniform as Administrative Assistant Mariscal and other status clerks, whereas managers did not wear a uniform. (Tr. 192-93). *Compare Interstate Air Service Corp.*, 167 NLRB 135 (1967) (finding agency status where alleged agent wore a distinctive uniform from employees) *with Vjnh, Inc.*, 328 NLRB 87, 102 (1999) (finding an employee was not “closely aligned with management” where other employees wore same uniform).

The General Counsel has failed to establish that Keeran acted as an agent of the Hotel.

### **CONCLUSION**

For all of the foregoing reasons, the Hotel’s Motion for Summary Judgment should be granted.

**March 2, 2016**

Respectfully submitted,

SEYFARTH SHAW LLP

*/s/ William J. Dritsas*

---

William J. Dritsas  
(wdritsas@seyfarth.com)  
SEYFARTH SHAW LLP  
560 Mission Street, Suite 3100  
San Francisco, Ca 94105-2930  
Telephone: (415) 397-2823  
Facsimile: (415) 397-8549

Ronald J. Kramer  
(rkramer@seyfarth.com)  
Bryan R. Bienias  
(brbienias@seyfarth.com)  
SEYFARTH SHAW LLP  
131 South Dearborn Street, Suite 2400  
Chicago, Illinois 60603  
Telephone: (312) 460-5000  
Facsimile: (312) 460-7000

Attorneys for Respondents

**CERTIFICATE OF SERVICE**

I hereby certify that I have caused original copies of the foregoing RESPONDENT'S  
REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT to be served via electronic  
filing and e-mail the 2nd day of March, 2016, upon:

Associate Chief Judge Gerald Etchingham (via e-file)  
National Labor Relations Board - San Francisco Division of Judges  
901 Market Street, Suite 300  
San Francisco, CA 94103-1779

Nancy E. Martinez, Acting Regional Director (via e-file)  
National Labor Relations Board  
Region 28  
2600 North Central Ave, Suite 1400  
Phoenix, AZ 85004-3099

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

Judith E. Dávila (via e-file and email)  
Field Attorney  
National Labor Relations Board  
Region 28 -- Phoenix Regional Office  
2600 North Central Ave., Suite 1400  
Phoenix, AZ 85004  
E-mail: Judith.Davila@nlrb.gov

Local Joint Executive Board of Las Vegas (via email)  
A/W Unite Here International Union  
1630 South Commerce Street  
Las Vegas, NV 89102-2700  
kkline@unitehere.org

Richard G. McCracken, Attorney at Law (via email)  
McCracken, Stemerman & Holsberry  
1630 South Commerce Street, Suite A-1  
Las Vegas, NV 89102-270  
rmccracken@dcbf.com

*/s/ Bryan R. Bienias*

---

Attorney for Respondent

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
San Francisco, California**

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

Petitioner,

v.

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

Respondent.

Case	28-CA-149979
	28-CA-150529
	28-CA-155072
	28-CA-156304
	28-CA-156719
	28-CA-157883

---

**RESPONDENT'S POST-HEARING BRIEF**

William J. Dritsas  
(wdritsas@seyfarth.com)  
SEYFARTH SHAW LLP  
560 Mission Street  
Suite 3100  
San Francisco, Ca 94105-2930  
Phone: (415) 397-2823  
Fax: (415) 397-8549

Ronald J. Kramer  
(rkramer@seyfarth.com)  
Bryan R. Bienias  
(brbienias@seyfarth.com)  
SEYFARTH SHAW LLP  
131 South Dearborn Street  
Suite 2400  
Chicago, Illinois 60603  
Telephone: (312) 460-5000  
Facsimile: (312) 460-7000

Attorneys for Respondent

## TABLE OF CONTENTS

	<u>Page</u>
CASE OVERVIEW .....	1
STATEMENT OF FACTS .....	7
I. BACKGROUND FACTS .....	7
A. The Hotel .....	7
B. The Union .....	8
C. Procedural History .....	8
II. COMPLAINT FACTS .....	9
A. Martha Guzman Termination - Complaint ¶ 6.....	9
1. The Hotel’s Attendance Policy and Procedures.....	9
a. Attendance Policy .....	9
b. Housekeeping Department Call-Off Procedures and Attendance Tracking .....	11
2. Guzman’s Attendance Issues and Termination.....	12
B. Magana Tells Lourdes Antonia Garcia “Because at This Time I See You as a Traitor” - Complaint ¶ 5(l).....	21
1. Housekeeping Department Layout and GRA Check-Out Process .....	21
2. The Alleged Office Meeting .....	23
C. Allegations Involving Anthony Wandick - Complaint ¶¶ 5(f), (h), (k) & (n).....	25
1. Alleged Surveillance in the EDR .....	25
a. Wandick EDR Activity .....	25
b. Alleged Removals of Handbills and Interference with Carmen Llarull .....	27
c. Alleged Surveillance of Rodolfo Aleman.....	28
d. Alleged EDR Surveillance with Director of Operations Vandegrift .....	29
2. Alleged Surveillance in a Guest Room/ Rule Prohibiting Speaking with Guests.....	30
3. Wandick Allegedly Asking How Janet Vazquez Intended to Vote.....	32
D. February 28 Security Surveillance - Complaint ¶ 5(d) .....	34



1.	Security Job Functions.....	34
E.	Slovak Distribution Rule -- Complaint ¶ 5(l) .....	37
F.	Doucette Threats/Distribution Rule - Complaint ¶ 5(e).....	39
G.	Allegations Involving Imelda Cretin - Complaint ¶ 5(j).....	41
1.	Ofelia Diaz Training Opportunities .....	41
2.	Rodolfo Aleman’s Promotion.....	44
H.	Allegations Involving Christina Keeran - Complaint ¶ (c), (i) ¶ .....	45
1.	Alleged Interrogation of Celia Vargas .....	45
2.	Alleged Threat of Reduced Hours to Ryan Aguayo .....	46
	ARGUMENT .....	46
I.	APPLICABLE LEGAL STANDARDS .....	46
II.	THE GENERAL COUNSEL FAILED TO SHOW THAT THE HOTEL’S TERMINATION OF MARTHA GUZMAN VIOLATED SECTIONS 8(a)(1) AND 8(a)(3).....	47
A.	The General Counsel Failed to Establish a Prima Facie Case of Discrimination.....	47
1.	The General Counsel Failed to Establish that its Decisionmakers Were Aware of Guzman’s Alleged Protected Activity .....	48
2.	The General Counsel Failed to Show that Guzman’s Suspension or Termination were Motivated by Union Animus. ....	51
a.	The Timing of the Hotel’s Decision to Terminate Guzman Was Not Suspicious.....	51
b.	The Hotel Did Not Give False Reasons for Guzman’s Termination.....	54
c.	The Hotel Adequately Investigated Guzman’s Attendance Record.....	57
d.	The Hotel Did Not Deviate From Its Past Practice When Terminating Guzman.....	59
e.	The Hotel’s Previous Leniency With Guzman Does Not Establish Animus .....	61
f.	There is No Background Evidence of Union Animus Coupled With Adverse Action Against Union Supporters .....	63
i.	The Hotel’s Lawful Opposition to the Union’s Organizing Campaign is not Probative Evidence of Animus and Should Carry No Weight .....	63

ii.	The Union’s Current or 2014 Charges Are Not Probative Evidence of Animus and Should Carry No Weight.....	65
iii.	The Hotel’s Suspension of Discipline in June 2015 is Not Evidence of Animus.....	66
iv.	There is No Evidence of Adverse Actions Against Union Supporters .....	68
3.	There Is No Motivational Link Between Guzman’s Alleged Protected Activity the Hotel’s Termination of Her Employment.....	69
B.	The Hotel Would Have Terminated Guzman for Her Excessive Attendance Issues Regardless of Any Alleged Union Activity.....	70
C.	Guzman was Not a Credible Witness. ....	72
1.	Guzman Omitted Crucial Facts from her Board affidavit. ....	72
2.	Guzman’s Testimony was Generally Unbelievable.....	74
D.	The Hotel’s Witnesses Were Credible.....	79
III.	THE GENERAL COUNSEL FAILED TO SHOW THAT MAGANA INTERROGATED, INTERFERED WITH, OR THREATENED EMPLOYEES BY TELLING THEM THAT SHE WAS SEEING THEM AS A TRAITOR .....	81
A.	Magana Never Told Anyone She Was Seeing Them as a Traitor. ....	81
B.	The Credible Evidence Rebutts Garcia’s and Jaramillo’s Versions of Events.....	82
1.	Garcia’s and Jaramillo’s Stories Do Not Add Up.....	82
2.	The Hotel’s Witnesses Were More Credible .....	86
C.	Even Assuming, <i>Arguendo</i> , Magana Made the Alleged Comments, No Violation of 8(a)(1) Occurred. ....	87
IV.	THE GENERAL COUNSEL FAILED TO SHOW THAT WANDICK ENGAGED IN UNLAWFUL SURVEILLANCE OR INTERFERENCE .....	88
A.	Wandick Did Not Unlawfully Confiscate Union Literature.....	89
1.	The Record Evidence Fails to Satisfy the General Counsel’s Burden.....	89
2.	The General Counsel’s Witnesses Were Not Credible. ....	90
B.	Wandick Did Not Engage in Surveillance in the EDR. ....	91
1.	Wandick Did Not Spy on Employees in the EDR .....	92
2.	The General Counsel’s Witnesses Were not Credible.....	93

C.	Neither Wandick nor Vandegrift Engaged in Surveillance on June 24, 2015.....	94
D.	The Guest Room Allegations.....	96
1.	Wandick did Not Engage In Surveillance.....	96
2.	Wandick Did Not Promulgate or Enforce a Rule Prohibiting Employees from Speaking to Guests. ....	97
a.	Wandick Credibly Testified About What Happened.....	97
b.	Vargas and Rivera Are Not Credible.....	98
c.	Even Assuming <i>Arguendo</i> , Wandick Made Some Comment, He Did Not Promulgate a Rule, Much Less and Unlawful One.....	103
E.	Wandick Did Not Interrogate Janet Vazquez About Who She Was Voting For.....	105
V.	THE GENERAL COUNSEL FAILED TO SHOW THAT THE HOTEL’S SECURITY OFFICERS UNLAWFULLY SURVEILLED OR INTERROGATED EMPLOYEES .....	107
A.	There Was No Surveillance or Appearance of Surveillance in Violation of the Act.....	107
B.	Officer Green Did Not Unlawfully Interrogate Employees.....	109
C.	The General Counsel Failed to Prove The Officers Were Agents.....	112
VI.	SLOVAK DISTRIBUTION RULE.....	115
A.	Even Assuming Agency, No Violation of the Act Occurred.....	115
B.	Slovak Did Not Act as the Hotel’s Agent. ....	116
VII.	DOUCETTE THREAT/ DISTRIBUTION RULE.....	118
A.	Doucette Did Not Threaten or “Push” Blanco.....	118
B.	Even Assuming Some Physical Contact, That Did Not Violate the Act .....	119
C.	There Was No “Rule” .....	120
D.	Blanco’s Testimony Was not Credible. ....	120
VIII.	CRETIN TRAINING AND PROMOTION THREATS .....	122
A.	Training Allegations .....	122
B.	Promotion Allegation.....	124
IX.	KEERAN INTERROGATION AND THREATS .....	125
A.	Keeran is Not a Statutory Supervisor.....	125

B.	Keeran Did Not Unlawfully Interrogate Celia Vargas About her Union Sympathies .....	126
C.	Keeran Did Not Unlawfully Threaten Ryan Aguayo With a Reduction in Hours.....	127
	CONCLUSION.....	128
	THE HOTEL’S MOTION FOR SUMMARY JUDGMENT .....	129
I.	LEGAL STANDARD.....	129
II.	MATERIAL FACTS .....	130
A.	Status Clerks .....	130
B.	Christina Keeran and Status Clerk Lead Job Duties.....	131
1.	Assisting with the Weekly Schedule.....	132
2.	Tracking Attendance Points.....	134
3.	Editing Payroll Documents.....	135
4.	Miscellaneous Duties .....	135
III.	ANALYSIS.....	136
A.	Keeran Does Not Hold the Authority to Engage in Any Supervisory Functions.....	136
B.	Any Alleged Supervisory Functions are Routine or Clerical and Do Not Require the Exercise of Independent Judgment in the Interest of the Hotel.....	138
C.	No Other Indicia of Supervisory Status Exist.....	142
	CONCLUSION.....	143

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
San Francisco, California**

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

Petitioner,

v.

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

Respondent.

Case	28-CA-149979
	28-CA-150529
	28-CA-155072
	28-CA-156304
	28-CA-156719
	28-CA-157883

---

**RESPONDENT’S POST-HEARING BRIEF IN SUPPORT**

Respondent, Trump Ruffin LLC d/b/a Trump International Hotels Las Vegas (“Respondent” or “Hotel”) respectfully submits its post-hearing brief in accordance with Section 102.42 of the National Labor Relations Board’s Rules and Regulations.

**CASE OVERVIEW**

The General Counsel failed to prove that the Hotel violated the National Labor Relations Act (“Act”) in (1) terminating the employment of Martha Guzman; (2) interrogating or threatening union supporters by saying they saw them as traitors; (3) unlawfully surveilling or creating the impression of surveillance in the Hotel’s employee dining room (“EDR”), guest rooms, or near Hotel property; (4) confiscating union literature; (5) unlawfully promulgating or enforcing rules prohibiting distribution or solicitation in the employee parking lot or EDR, or prohibiting employees from talking to guests; (6) interrogating employee about their union

sympathies or how they intend to vote; or (7) threatening employees with a reduction in hours or loss of training and promotion opportunities because of their union activities.

Indeed, the General Counsel failed to establish even a *prima facie* case of a Section 8(a)(1) or 8(a)(3) violation with respect to the Hotel's termination of Martha Guzman. The record fails to establish that the Hotel's decisionmakers were aware of Guzman's alleged union activity, that the Hotel harbored any union animus, or that there was any motivational nexus between any alleged protected activity and Guzman's termination. The record also firmly demonstrates that the Hotel would have terminated Guzman's employment, irrespective of any alleged protected activity, for legitimate, nondiscriminatory business reasons, due to her staggeringly poor attendance record and violation of the Hotel's attendance policy. While the Hotel grants management the discretion to consider each employee's individual circumstances in deciding whether to assess attendance points or impose discipline based on poor attendance, the Hotel has consistently applied its attendance policy in this regard, and the record is rife with examples of the Hotel deducting employees' attendance points where warranted -- including Guzman's -- while also terminating the employment of other employees who violate the attendance policy. Guzman was not immune from the Hotel's rules simply because she allegedly engaged in protected activity. She had no justifiable reason for the absences leading to her termination. Moreover, Guzman proved to be a wholly dishonest and incredible witness, whose fabricated version of events failed to comport with clear documentary evidence - not to mention common sense - and revealed her as an individual lacking any sense of accountability or personal responsibility for her obligations as an employee to adhere to the Hotel's policies and meet its expectations.

In addition, the General Counsel failed to establish any of the myriad Section 8(a)(1) violations alleged in the Second Consolidated Complaint. First, the General Counsel failed to establish that Housekeeping Department Director Alejandra Magana interrogated or threatened guest room attendant (“GRA”) Antonia Lourdes Garcia by telling her “because at this time I see you as a traitor, ” and asking about her attendance at union meetings. The evidence not only shows that the alleged conversation could not have taken place on the date alleged -- as Garcia was not at work that day -- but that it indeed did not happen on any other day. The General Counsel’s witnesses (Garcia and fellow GRA Maria Jaramillo, who allegedly overheard Magana’s comments) were wholly incredible in their stories, which were not only internally inconsistent and improbable, but contradictory with each other and inconsistent with clear record evidence. Assuming *arguendo* that the conversation occurred as alleged, which it certainly did not, Magana’s alleged comments were entirely non-coercive and protected statements of opinion under Section 8(c) of the Act.

The General Counsel further failed to establish that former Housekeeping Department Floor Manager Anthony Wandick confiscated union literature, engaged in unlawful surveillance in the EDR and guest rooms, or promulgated and enforced a rule prohibiting employees from speaking to guests. The evidence shows that Wandick was frequently in the EDR and on the guest room floors pursuant to his job duties. That Wandick may have observed or been in close proximity to employees openly engaging in union activities in the EDR fails to meet the General Counsel’s burden. Furthermore, the General Counsel failed to show that Wandick engaged in unlawful surveillance by simply going up to a guest room to check on the status of a foam mattress request called in by a housekeeper and then leaving after briefly speaking with employees. The General Counsel also failed to show that Wandick unlawfully confiscated

Union literature from an unnamed employee based solely on the uncorroborated and contradictory testimony of biased, third-party witnesses, neither of whom knew if the unnamed employee gave Wandick the alleged flyer voluntarily. Finally, the record evidence fails to establish that Wandick promulgated or enforced any rule prohibiting GRA Celia Vargas from speaking to Hotel guests. Wandick neither instructed nor suggested that Vargas not speak to guests. Moreover, the General Counsel's two witnesses lacked credibility given their contradictory versions of events, their claims that Wandick delivered a foam mattress when the documentary evidence proves otherwise, and given they discussed their testimony the Saturday before testifying. Wandick, a former employee under subpoena from both the General Counsel and the Hotel, testified honestly and had no reason to lie on the Hotel's behalf.

The General Counsel similarly failed to prove that the Hotel engaged in unlawful interrogation or surveillance on February 28, 2015. Security Officer Olivia Green did not engage in any unlawful interrogation by merely inquiring into why several employees had congregated on the sidewalk right in front of the Hotel. Moreover, neither Green nor the other Security Officers called for backup consistent with Hotel policy engaged in unlawful surveillance by remaining outside where Green had been assigned to patrol to observe the unusual gathering to make sure Hotel property and guests were protected. To the extent the Security Officers were acting as agents of the Hotel, which they were not, their conduct was a perfectly appropriate and lawful response to a potential security situation and did not reasonably interfere with any employees' Section 7 rights.

Additionally, the record evidence fails to establish that Security Officer Danny Slovak unlawfully promulgated or enforced any rule prohibiting GRA Eleuteria Blanco from handbilling in the EDR. Slovak, who was eating lunch off duty at the time, simply stated to a co-worker,



after observing Blanco handing out flyers, that he did not realize Union handbilling in the EDR had been approved. Slovak did not tell Blanco to stop handbilling, had no authority to tell her to stop handbilling as he was not an agent of the Hotel as to solicitation in the EDR, did not prevent her from handbilling, and, indeed, Blanco continued handbilling unencumbered by Slovak's statement. Moreover, unless the language barrier is the sole cause for Blanco's gross misinterpretation of Slovak's comment, Blanco's testimony as to what happened was not credible and deviated considerably from her Board affidavit.

The General Counsel also failed to show that former Food & Beverage Manager James Doucette threatened Blanco, unlawfully pushed her, and instituted a rule against solicitation in the employee parking lot. Doucette lawfully responded when he saw Blanco, who he did not know nor had any reason to know was a Hotel employee, harassing another employee in the employee parking lot. Doucette asked Blanco, who had denied being an employee, to come to Security with him so that he could determine whether she was permitted in the parking lot. She agreed, and Security confirmed that she was free to solicit in the lot. Blanco later solicited in the lot without incident. Doucette never touched Blanco, despite her claims otherwise. Blanco's melodramatic testimony was highly exaggerated, was generally implausible and lacked credibility given the discrepancies in her testimony with her prior Board affidavit and the discrepancies in her other testimony. Doucette, another former employee testifying under subpoena, testified honestly and did not come across as someone who would do what Blanco alleged.

The General Counsel further failed to establish that former Housekeeping Floor Manager Imelda Cretin threatened GRAs Ofelia Diaz, Carmen Llarull, or Rodolfo Aleman with the loss of training or promotion opportunities because of their Union support. Cretin never said that Diaz

would not receive training opportunities because of her Union sympathies and Diaz's uncorroborated claim to the contrary carries no weight. To the contrary, Cretin immediately inquired with then training manager Wandick about getting Diaz additional chances, which she has received despite being a vocal Union supporter. Cretin's testimony was far more credible than that of Diaz.

Additionally, Cretin never told Carmen Llarull that former Houseman Rodolfo Aleman would not receive a promotion because of his Union sympathies. Cretin truthfully told Llarull that Aleman's disciplinary record precluded his promotion and she had no reason to tell Llarull otherwise. Llarull, on the other hand, proved to be an incredible and biased witness, who would say whatever she needed to in order to support the Union.

Finally, the General Counsel failed to show that Status Clerk Lead Christina Keeran unlawfully interrogated Celia Vargas or threatened Houseman Ryan Aguayo that his hours would be reduced to twenty hours per week. As an initial matter, Keeran is not a statutory supervisor, thus any alleged conduct, to the extent it occurred, is not binding on the Hotel.<sup>1</sup> Even if Keeran was a supervisor, no violations occurred. Keeran never asked Vargas why she supported the Union. Even if she had (and assuming she was a supervisor), Keeran's alleged question was not objectively threatening or coercive, but rather a lawful inquiry to an open Union supporter. Moreover, Keeran did not threaten Houseman Ryan Aguayo with a reduction in hours.

For all of these reasons, the allegations against the Hotel should be dismissed.

---

<sup>1</sup> See The Hotel's Motion for Summary Judgment, *infra*.

## STATEMENT OF FACTS

### **I. BACKGROUND FACTS**

#### **A. The Hotel**

The Trump International Hotel, Las Vegas is a 1,282-room luxury hotel located right off the Las Vegas Strip, in Las Vegas, Nevada. (Tr. 123, 129).<sup>2</sup> The Hotel employs approximately 700 employees. (Tr. 123). The Hotel's General Manager is Brian Baudreau. (Tr. 116). The Director of Operations is Matthew Vandegrift. (Tr. 157, 401).<sup>3</sup> The Hotel is made up of separate departments. (Tr. 176-77). The relevant departments in this case are the Housekeeping, Food and Beverage, Security, and Human Resources departments.

Alejandra Magana, the Director of Housekeeping, joined the Hotel on February 3, 2014. (Tr. 1100). Kelvin Kwon is the Assistant Director of Housekeeping. (Tr. 202, 1099). Morgan Engle is the Housekeeping Manager. (Tr. 122-23, 403, 405, 1089). Below Magana and Kwon are five Floor Managers, who are responsible for overseeing the day-to-day operations of the Housekeeping Department, supervising and directing the housekeeping employees, conducting room quality inspections, responding to guest complaints about room cleanliness or other issues, ensuring productivity, staffing, issuing disciplinary actions, training, hiring, and on-boarding. (Tr. 124-25, 157, 218, 394-95, 420-23, 450-51). The Department is also comprised of approximately 300 Housemen and Guest Room Attendants ("GRAs"), who are responsible for cleaning throughout the Hotel. (GX 12; Tr. 123, 169-70).

The Hotel's Security Department consists of approximately ten to twenty Security Officers, who are charged with ensuring the overall safety and security of the Hotel. (Tr. 162-64, 271, 275, 288).

---

<sup>2</sup> The Hotel shall be citing to the transcript as "Tr. \_\_," the General Counsel's exhibits as "GX \_\_," and Employer exhibits as "EX \_\_."

<sup>3</sup> Director of Operations Vandegrift was errantly referred to as "Mattieu Vanderbilt" and "Martin Vanderbilt" in the Complaint and transcript page 157. See GX 1(r) ¶¶ 4, 5(n); Tr. 157.

## **B. The Union**

In June 2014, the Hotel became aware of recent organizing efforts by Culinary Workers Union, Local 226 affiliated with UNITE HERE. (Tr. 125, 364). On June 7, 2014, several housekeeping employees in the Hotel wore buttons, which resulted the filing of an unfair labor practice charge against the Hotel. (GX 2-5; 16; Tr. 128-30, 364). The parties settled this case via a settlement agreement which contained a non-admission clause, whereby the Hotel did not admit to any violation of the National Labor Relations Act. (GX 6; Tr. 134-35).

On June 5, 2015, the Union filed a representation petition with Region 28 of the National Labor Relations Board, seeking to organize a unit of four-hundred fifteen Hotel employees, including “all regular full-time and regular part-time housekeeping, food and beverage and front services employees” and excluding “all front-desk employees, valet parkers, drivers, engineering and maintenance employees, office clerical employees, confidential employees, and all supervisors and guards as defined in the Act. (GX 7; 138). An election was scheduled to begin June 25, 2015. (GX 8; Tr. 139-40).

## **C. Procedural History**

In 2015, the Union filed a series of unfair labor practice charges related to the ongoing campaign. On June 24, 2015, the Board postponed that election indefinitely, at the request of the Union, pending the administration of the charges. (GX 8; Tr. 141-42). On August 31, 2015, the General Counsel issued its First Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing. (GX 1(o)). On September 30, 2015, the General Counsel issued its Order Further Consolidating Cases, Second Consolidated Complaint, and Notice of Hearing. (GX 1(r)). On November 6, 2015, the Union filed a request to proceed with the election. (GX 9; Tr. 141-42).

## **II. COMPLAINT FACTS**

### **A. Martha Guzman Termination - Complaint ¶ 6**

The General Counsel alleges that, on July 22, 2015, the Hotel discharged GRA Martha Guzman because Guzman joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in those activities.

#### **1. The Hotel's Attendance Policy and Procedures**

##### **a. Attendance Policy**

The Hotel has a no-fault punctuality and attendance policy located in its Associate Handbook. (GX 11 pp. 34-37; Tr. 173-74, 189-90, 896, 1132-33; 1260, 1609-1610). Under the Hotel's progressive discipline policy, absenteeism is considered a Level 3 violation and is listed with certain other related attendance issues as follows:

11. Excessive absenteeism, habitual tardiness in reporting to work or returning from breaks, unauthorized breaks, leaving work area during shift without authorization or taking breaks in unauthorized areas.

(GX 11 p. 32).

The Hotel's attendance policy operates on a point system. (*Id.* at pp. 34-37). Associates are charged points for various attendance-related violations -- from reporting to work late, failing to clock in and out, or being absent from work. (GX 11 p. 35; 189-90, 231-32, 896-97, 1132-33, 1260, 1353-54). There are also special rules for attendance issues occurring during "peak periods," when the Hotel is at 100% occupancy. (GX 11 pp. 36-37; Tr. 194-96, 232-34, 1133, 1353-54).

An associate who has accumulated four points is currently subject to a documented verbal coaching. (GX 11 p. 36; Tr. 189, 201-02, 1134). At 5.5 points the associate is subject to a first written warning, with a second written warning at seven points. (GX 11 p. 36; Tr. 189-90, 202-203, 896, 1134). At eight points an associate is subject to a suspension. (GX 11 p. 36; Tr.

189-90, 204, 1176-77). When an associate hits ten points, the associate is subject to a suspension pending an investigation (“SPI”) for termination. (GX 11 p. 36; Tr. 190, 204-07, 1134, 1611). Once employees reach an SPI, they are required to turn in their badges and may not return to work pending the outcome of the investigation. (Tr. 1527-28). The SPI investigation typically consists of referring the employee’s attendance records or other pertinent information to either the Director of Human Resources or the Assistant Director of Human Resources for review in order to determine whether the Hotel should proceed to termination. (Tr. 226-27, 242, 247-48, 264-65, 1134, 1183-84). Any points accrued by associates are reduced by one point for each 30-day period in which an employee does not have an incident of absence. (GX 11, p. 36; Tr. 206).

Certain absences do not count for point purposes, including work-related injuries, FMLA leave, and military service. (GX 11 p. 36; Tr. 235-36, 1135). Moreover, if an employee is out for consecutive days, points will only accrue for the first date of absence. (GX 11 p. 36; Tr. 200). The policy provides that other justifiable reasons may excuse points and management has historically used its discretion to give consideration to the individual circumstances of the associates’ absence or tardiness that are caused by emergencies or are out of the associates’ control. (GX 11 p. 36; Tr. 200-01, 235-36, 600, 1212, 1613-14). The current Housekeeping Department manager, Alejandra Magana and possibly Assistant Director Kelvin Kwon have the authority to deduct points. (Tr. 236, 600). While the policy provides that the Hotel “reserves the right to require a doctor’s note containing specifics regarding the reasons for an absence and the dates of treatment” where there is a suspicion that an employee is abusing the policy, a doctor’s note alone does not otherwise excuse an absence nor automatically prevent an employee from accumulating points under the attendance policy. (GX 11 p. 36; Tr. 236-37, 1135-36).

**b. Housekeeping Department Call-Off Procedures and Attendance Tracking**

Employees who call-off work typically reach the Hotel's outside switchboard, PBX, or call the Housekeeping Department directly. (Tr. 168, 1131, 1336-37, 1345-46). When an employee calls off, the status clerk or whoever else received the call typically sends an email to Magana, Housekeeping Department management, and the status clerks to report the call-off. (EX 23, 28; Tr. 1132, 1155-56, 1183-84, 1200-01).

Housekeeping Department employees' attendance points are kept on an attendance calendar, which is an Excel spreadsheet maintained on the Hotel's computer system. (Tr. 224-25, 870, 894, 1138, 1197, 1353). Attendance points are typically logged onto an employee's attendance calendar in accordance with the Hotel's attendance policy by Administrative Assistant Vania Mariscal or Status Clerk Lead Christina Keeran. (GX 26; Tr. 224-25, 870, 1127, 1197, 1352-53, 1357, 1611).

When employees reach a certain number of attendance points warranting discipline under the attendance policy, Keeran or Mariscal will note the disciplinary level on the attendance calendar. (Tr. 225, 870-71, 1138). However, employees do not necessarily receive the discipline noted on the calendar. (Tr. 225, 1156). Instead, Keeran or Mariscal will notify Magana or Kwon that an employee reached a certain amount of points. (Tr. 225, 889-91, 1197, 1707-08). Magana or Kwon will then determine whether the discipline should issue based on a number of considerations, including the reasons for the absence. (Tr. 200-01, 235-36, 600, 1136, 1180-81, 1212, 1613-14). Prior to Magana assuming the Director of Housekeeping position, the disciplinary level was not consistently noted on the attendance calendars. (Tr. 1171). Magana sought to make this practice more consistent after she became Director. (Tr. 1171).

While Housekeeping associates can ask Magana, Mariscal, or Keeran the number of points they have accrued, associates are nevertheless responsible for tracking their own attendance points to make sure they do not run into difficulties. (GX 11, p. 36; Tr. 1211, 1356). If an employee reaches a certain number of points to trigger disciplinary action, Mariscal or Keeran will notify Director Magana or Assistant Director Kwon, who are ultimately responsible for issuing the appropriate discipline or triggering an SPI. (Tr. 1149-50, 1197, 1707-08).

When Magana first joined the Housekeeping Department in February 2014, she wanted to build a rapport with employees and give employees breaks when deserved. (Tr. 1167, 1178). However, she also has not hesitated to discipline and terminate employees for attendance violations pursuant to its policy. (EX 49) (Tr. 1610-12). Since June 2014, through Ms. Guzman's termination, the Hotel terminated fourteen Housekeeping employees (excluding Guzman) for attendance problems. (EX 49). This excludes employees terminated for job abandonment (no-call, no-show), and probationary employees. (Tr. 1611-12).

## **2. Guzman's Attendance Issues and Termination**

Martha Guzman was hired by the Hotel on June 6, 2013, as an on-call GRA. (Tr. 1101, 1224, 1340). On May 23, 2014, Guzman was promoted from an on-call GRA to a full-time GRA. (Tr. 1224). She held that position until her termination on July 22, 2015. (EX 11; Tr. 261-62).

During her short career, Guzman had consistent attendance problems. Guzman would often discuss with Magana her significant family problems which created many of her attendance issues. (Tr. 1168-69, 1263-64). She often would come into Magana's office crying over various problems she was having. (Tr. 1168, 1174, 1180). Magana tried to help her when she could and often adjusted her points to help her out when there was a good justification for her attendance issues. (Tr. 1168-69, 1263-64). Given the number of excuses, and the period of time this



occurred, it is difficult to tie each excuse to each incident,<sup>4</sup> but among the reasons for absences Ms. Guzman raised that Director Magana took into consideration (whether ultimately accepted or not) included, but were not limited to the following:

- Guzman's uncle was missing
- Guzman's uncle was dying
- Guzman was beaten up by her husband and did not know what to do
- Guzman was having many issues with her daughters
- Guzman was evicted from her apartment
- Another of Guzman's uncles was having health issues
- Guzman was having health issues

(Tr. 1168-69, 1263-64). Despite accepting Guzman's excuses numerous times, Magana repeatedly advised Guzman that she was not going to be able to continue helping Guzman and that Guzman needed to fix her attendance problems. (Tr. 1167-68, 1173-74). Guzman's attendance problems continued. (EX 6 p. 4: Tr. 1175-77).

Guzman had accumulated two points in her first six months on the job. (EX 26, p. 5; Tr. 1170). On January 19, 2014, Guzman received another point for calling in, leading to her first verbal coaching. (EX 26; Tr. 1170).<sup>5</sup> On February 15, 2014, Guzman called off again during a peak period, earning her two points, bringing her total to five points, and warranting the issuance of a first written reprimand. (EX 4, 27; Tr. 242, 1170-71). Guzman called off again on February 23 less than four hours prior to her shift, which should have counted as two points. (GX 11, p. 35, EX 4). But after Magana deducted one point, Guzman was left with six points total,

---

<sup>4</sup> Even Guzman could not recall all the reasons she offered for her absences, and unlike Magana she only had to track her own absences, not those of 300 housekeeping employees. (Tr. 1263-66).

<sup>5</sup> The attendance policy in place at this time, prior to the issuance of the current employee handbook in early 2014, was a bit stricter. (EX 26 p. 4).

warranting a second written warning. (EX 4; Tr. 1167, 1171). In March 2014, Guzman accrued two half-points for a tardy and failing to punch in. (EX 1 p. 4).

On April 3, Guzman accrued four points for calling off work less than four hours before her shift and during peak period, bringing her total to eleven points. (EX 1 p. 4; Tr. 1167). At this point, Guzman should have received an SPI for her exceeding ten points. (GX 11 p. 35; Tr. 1167). However, Guzman provided a hospital doctor's note. (Tr. 1167). Because Magana was new and wanted to establish a good rapport with Guzman, she accepted Guzman's hospital doctor's note and deducted those four points. (Tr. 1167).

Guzman reported tardy on May 2, May 14, and again on May 30, reaching nine points. (EX 1 pp. 4-5, EX 3; Tr. 1171-73). However, Magana again deducted a point, bringing Guzman's point total to eight, triggering a suspension. (EX 1 pp. 4-5, EX 3). Although Guzman wrote on her disciplinary form that she had not received a second written warning (EX 3 p. 2), this was not true, since she received and signed her second written warning issued by Floor Manager Imelda Cretin. (EX 4; Tr. 1171, 1399-1402). Guzman had no attendance issues for 30 days after the suspension issued, thus dropping her back down to seven points effective June 30th. (EX. 1 p. 5).

Guzman called off again on July 12, 2014, bringing her back up to eight points. (EX 1 p. 5; Tr. 1173). Although a "suspension" was noted on her attendance calendar, Guzman was not suspended at that time after speaking with Magana. (Tr. 1173). In October 2014, Guzman again hit ten points after incurring four half-points in August, September, and early October for tardies and inappropriate breaks. (EX 1 p. 5; Tr. 1174). Guzman could have received another SPI at this point, but after Guzman again explained her situation, Magana again gave her a break. (EX. 1 p. 5; Tr. 1174-75).

That fall, Guzman continued to have serious attendance issues. She called off again on November 2, which brought her total points to 11.5. (EX 1; Tr. 1175). Keeran entered a note on Guzman's attendance calendar that "[s]he said it was FMLA, but she does not have FMLA. I mentioned this to Alejandra on November 2." (EX 1 p. 5; Tr. 1175). Magana spoke with Guzman and explained that she was not eligible for FMLA. (Tr. 1175). Guzman explained to Kwon that the November 2 call-in was due to the death of her uncle, but no points were deducted. (EX 1 p. 5; Tr. 1175). Nevertheless, Guzman was not placed on an SPI despite being at 11.5 points. (EX 1 p. 5; Tr. 1175-76).

On December 2, Guzman had another point deducted for going 30 days without an incident, but was then twenty-eight minutes tardy for her 8:30 a.m. shift the very next day, bringing her total to 11. (EX 1 p. 5; Tr. 1167-68, 1175-76). On December 12, instead of issuing an SPI, Magana issued a suspension after again deducting three points in order to accommodate Guzman's personal issues, which brought Guzman's total to eight points. (EX 1; Tr. 237-38, 1167-68, 1176, 1268-69).

The suspension notice advised Guzman that it was her responsibility to track attendance points, and that if she did not improve she could be terminated. (EX 1). Although Guzman wrote a comment on her disciplinary notice that she did not believe she was late on December 12, her time punch clearly showed that she punched in at 8:58 p.m. instead of 8:30 p.m. (EX 1, p. 6; Tr. 1177-78).

Guzman's performance review for 2014, completed in early 2015, noted that she was below expectations in attendance and advised that she "has struggled with attendance, whether it has been calling on many occasions or being late." (EX 29, Tr. 1191-93, 1270-71). By the end

of 2014, Guzman had no less than fifteen occurrences of tardiness or calling off work. (EX 1 pp. 4-5; Tr. 1265).

Despite the numerous breaks she had been given and warnings to improve, Guzman's attendance problems carried over into 2015. After having a point deducted in January 2015 for going 30-days without an issue, Guzman again called off on February 5 during a peak period with less than four hours before her shift, accruing four points. (EX 2, 6; Tr. 1178, 1262-63). However, after speaking with Guzman, Magana deducted the four points. (*Id.*). Magana informed Guzman that she could not keep helping Guzman by deducting points and that it was not fair to other employees. (Tr. 1179). Magana began to see that, instead of making efforts to improve, Guzman was simply playing the system and abusing Magana's good faith. (Tr. 1178, 1214).

Nevertheless, on February 24, Guzman again called out during a peak period with less than four hours' notice. (GX 14; Tr. 1161-62, 1178). This should have moved Guzman up to twelve points and, again, warranting an SPI. (EX 2; Tr. 1161-63). Before Magana could even address this situation Guzman called off again on March 11, further adding to her point total. (EX 2, GX 14; Tr. 1163, 1179). Magana spoke with Guzman, who brought in a doctor's note for the absences and a prior tardy. (GX 14; Tr. 1163-64, 1179). As such, Magana dropped seven points from her accrual, bringing her down to seven total. (Tr. 1163-64, 1179). Magana told her that she could not help her anymore. (Tr. 1180).

On April 1, Guzman was late for her shift again, which moved her point total back up to eight, warranting a suspension. (EX 2; Tr. 239-40, 1179-80, 1601-03). Magana was at her wits end with Guzman and Guzman's often emotional pleas to have her attendance points deducted.

(Tr. 1180-81). Magana felt sorry for Guzman, but also believed that Guzman was taking advantage of Magana's leniency. (Tr. 1181).

On April 2, the only day she was working with Kwon and Mariscal, Magana spoke with Kwon. (EX 47; Tr. 1601-02, 1603). Magana asked Kwon to issue the suspension as part of her attempt to send a message to Guzman that Magana would not continually deduct points whenever Guzman brought an excuse. (EX 2; Tr. 1180-81, 1271, 1602-03). Kwon was off work after that until April 6th, when he drafted the suspension notice (EX 2 p. 1 ("Today's Date" listed as 4/6/15)) that he gave to Guzman on April 7th. (EX 2, 47; Tr. 1602-03). Guzman complained to Magana on April 10, after Kwon issued the suspension, that it somehow "wasn't fair," but Magana told her that the suspension was going to stand. (Tr. 1181). Magana noticed that Kwon had not signed the second page of the suspension, so signed her name instead. (EX 2; Tr. 1181).

Guzman was absence-free for a month, which dropped her points to seven. (EX 6 p. 4). Around this time, Guzman asked Mariscal how many attendance points she had on her record, to which Mariscal told Guzman that she had seven points. (Tr. 1354, 1357-58, 1608-09). Then, on May 16, Guzman again called out during a peak period which added two points (she now had nine points), and resulted in her being suspended again for exceeding eight points. (EX 5; Tr. 240-42, 1182, 1267). Guzman did not provide an excuse or ask Magana to deduct the points for this absence. (EX 5; Tr. 1182-83).

Guzman had no attendance issues for 30 days after the suspension issued, thus dropping her back down to eight points effective June 16th. (EX 6). On July 2, Guzman experienced some health issues while at work and was taken by ambulance to the hospital. (Tr. 422, 1151,

1231-32, 1241). Guzman claims to have been released from the hospital around 6:00 p.m. (Tr. 1241).

Guzman called Anthony Wandick to report her need to be off, although at hearing she falsely claimed that she reported that she received a doctor's note excusing her from work for five days despite the note saying no such thing. (EX 10; Tr. 1232-33, 1244-45). To the contrary, at 4:57 p.m. on July 2, Wandick sent an email to Housekeeping Department management, Administrative Assistant Mariscal, Status Clerk Lead Keeran, and the status clerks stating "Martha will be out **until the 5th**. Please do not do task sheet." (EX 32; Tr. 1457) (emphasis added).

Guzman was already scheduled to be off work on July 5 and 6, but her next scheduled shift was July 7. (EX 9 p. 7; Tr. 1155-56). Guzman claims that she never looked at the doctor's note provided to her, but believed she was supposed to return to work on July 8. (Tr. 1246-47, 1276). The doctor's note actually only excused Guzman from July 2 through July 5. (EX. 10; Tr. 1185, 1244-47).

On July 7, Guzman called Housekeeping supervisor Walter Rubi at 4:15 am to call off for her shift that was to start at 8:30 a.m. during a peak period. (EX 7, 28; Tr. 246-250, 1155, 1183, 1251, 1340). Rubi notified the Housekeeping Department's management team of Guzman's call-in via email. (EX 28; Tr. 1340). Although Guzman claims that she did not call in, she nevertheless did not report to work as scheduled on July 7. (EX 7-8; Tr. 1251-52). Thus, Guzman's absence on July 7 was tallied as a two point violation, which brought her to 10 points and triggered another SPI. (EX 6; Tr. 246-47, 1183-86).

Guzman returned to work on July 8. (EX 8; Tr. 1247). Magana was on vacation at that time and did not return to work until July 9. (EX 41, 48; Tr. 1605-1607, 1677). Guzman, however, did not work on July 9, but worked again on July 10. (EX 8; Tr. 1248-50).

Magana, after learning of the absence and looking at the doctor's note, decided to issue an SPI and so informed Assistant HR Director Gustavo Acosta. (Tr. 1184-86). Guzman had hit ten points, and the doctor's note Magana saw only covered the period from July 2-5. (Tr. 1185). Magana saw nothing in that note or anything else that might justify her absence. (Tr. 1185). Kwon was off work on vacation, however, and Magana still did not want to personally have to deal with Guzman. (EX 41, 48; Tr. 1607-08). She asked Floor Manager Anthony Wandick to issue the SPI, which he did on July 15th. (EX 6; Tr. 423, 1608).

On July 15, Wandick met with Guzman and provided her with the disciplinary notice. (EX 6; Tr. 423, 1235, 1252, 1275). Guzman noted on the form that "I ask [sic] Vani[a Mariscal] on July before I was sick that you guys took me to the hospital how many points I have. She said 7 point[s]. I don't understand why I have 10 points. If I had 7 July, I went up to 10 points." (EX 6; 1253-55).<sup>6</sup> Per standard procedure, Wandick asked Guzman to return her badge and helped to escort Guzman off the property. (Tr. 1235-37, 1527).

Magana spoke briefly with Kwon about Guzman's suspension and referred Guzman's suspension to Human Resources for further investigation. (Tr. 1156-58, 1182, 1185-86). Assistant HR Director Gustavo Acosta conducted the investigation. (Tr. 226, 246-48, 1157-58, 1184-86). Acosta discussed the SPI with Guzman by phone after her suspension on July 15 and before the date of her separation. (EX 7-9; Tr. 246-48, 1525-26). Guzman claimed that she had given Magana a doctor's note and that Vania Mariscal, the Housekeeping Administrative Assistant, told her that she had only had seven points. (Tr. 246-48, 257-59, 1186-87, 1253-55,

---

<sup>6</sup> At hearing, Guzman admitted that she spoke with Mariscal before July. (Tr. 1260).

1355). Guzman never claimed the noted excused her for five days. (Tr. 1526). Acosta spoke with Mariscal, who said she told Guzman she had seven points back in May, before the additional absences pushed Guzman to ten points. (Tr. 246-48, 1253-55, 1355). Acosta also followed-up with Magana to see if she received a doctor's note from Guzman and eventually received Guzman's note from Mariscal, but saw that the note only excused Guzman from July 2 through July 5. (EX 10; Tr. 258-59, 265). Notably, Guzman was not assessed any points for the days excused by her note. (Tr. 259). Those days were considered excused. (*Id.*).

Acosta also reviewed Guzman's schedule and attendance log for accuracy by comparing the notations on her attendance calendar with her schedules, time punches, and attendance records on the Hotel's Unifocus and Kronos systems. (Tr. 248-255). Reviewing the file, Acosta noticed that Magana had previously given Guzman several breaks as to her points. (GX 14, EX 6; Tr. 227-29, 261). Acosta believed that Guzman had been given more than enough opportunities to address her attendance issues. (Tr. 261). At the conclusion of Acosta's investigation, he followed up with Magana and informed her that the Hotel was proceeding to termination. (Tr. 260-61, 1188).

Acosta scheduled a meeting with Guzman and Magana on July 22 to discuss Guzman's termination. (Tr. 260-61, 1188, 1256-57, 1528). At the meeting, Acosta informed Guzman that, despite the breaks Magana provided, Guzman again reached the maximum number of points allowed under the Hotel's policy and would be terminated. (Tr. 260-61, 1528). Acosta informed Guzman that he needed to be consistent with all employees and could not give her any more breaks. (Tr. 261). Guzman never claimed in this meeting that her doctor's note was for five days. (Tr. 1528-29). Acosta provided Guzman with a Personnel Action Form ("PAF"), which Guzman refused to sign. (EX. 11; Tr. 261-62). On July 22, 2015, Guzman was terminated for



absenteeism in violation of the Hotel's punctuality and attendance policy. (GX 11 pp. 32-37, EX 11; Tr. 261-62, 1157-59).

**B. Magana Tells Lourdes Antonia Garcia “Because at This Time I See You as a Traitor” - Complaint ¶ 5(l)**

The General Counsel alleges that Director of Housekeeping Alejandra Magana, on or about June 15, 2015, saw Housekeeping GRA Lourdes Antonia Garcia wearing a yellow Union button, called Garcia into her office, and told Garcia that at this time she saw her as a traitor, and that Magana felt betrayed because she thought certain pro-Union employees were on the Hotel's side. (Tr. 567-68, 742, 745-46). The facts tell a different story.

**1. Housekeeping Department Layout and GRA Check-Out Process**

The Hotel's Housekeeping Department is located in the back-of-the-house area of the Hotel and has one entranceway off the area's hallway. (Tr. 147, 1015). There is an employee timeclock immediately outside of the main office entrance. (Tr. 752). Upon entering the office, there is a desk immediately to the right, which is where Administrative Assistant Vania Mariscal sits. (EX 18(a), (c), (j); Tr. 565-66, 579-81). Straight back from Mariscal's desk is a counter which is located in front of a series of lockers where employees store their belongings and other items. (EX 18(a) (c), (j); Tr. 1237). Behind the lockers is another L-Shaped desk in the middle of the office shared by Status Clerk Lead Keeran, other status clerks, or night Floor Managers. (EX 18(a); Tr. 566, 874-76, 932). To the right of this desk is a long table where the status clerks work. (EX 18(a), (f); Tr. 566, 875). To the left of Keeran's desk is another long table with a series of workstations for the Floor Managers. (EX 18(a), (e); Tr. 755-56, 1381-82). Within the office, there are two separate offices along the back wall to the right and left behind Keeran's desk. (EX 18(a), (e): Tr. 566-67, 933-34). Assistant Director of Housekeeping Kelvin Kwon and Manager Morgan Engle share the right office. (Tr. 1124). Director of Housekeeping

Alejandra Magana's office is on the left side immediately behind the Floor Managers' table. (EX 18(a); Tr. 566-67).

Magana's office contains her desk, which faces out toward the housekeeping office and two chairs, which face in toward her desk. (EX 18(a), 38; Tr. 1571). The distance from Magana's desk to her office door is approximately nine feet. (EX 18, 39; Tr. 1566-67, 1571-72). The distance from the chair furthest away from Magana's office door to her office door is 59 inches (basically 6 feet). (Tr. 1569-70). The distance from the door of Magana's office to the first desk at the Floor Manager's table is approximately four feet. (EX 18; Tr. 1567). From Magana's office door to the last work station at the Floor Manager's table is approximately 22 feet. (EX 18(a), (e); Tr. 1567).

In or around June 2015, the Housekeeping Floor Managers were Imelda Cretin, Cherie Gallagher, Anthony Wandick, Neda Elkurdi, Thomas Stende, and Krystyna Stills. (EX 41; Tr. 1575-76). While some Floor Managers sat at the same station at the Floor Manager's table, others would move around from time to time. Cretin's station was on the far left side of the Floor Manager's table, furthest away from Magana's office. (EX 18(a), (e); Tr. 933-34 1381-82). Wandick sat at the second station down from Magana's office. (Tr. 1579). Neda Elkurdi's station was the third station away from Magana's office next to Cretin. (Tr. 1578-79). Stende and Stills did not have a regular station, but instead would share stations. (Tr. 1578). If Elkurdi was off, Stills often would use her station, and Stende usually would sit at the station closest to Magana's office depending on who was working. (EX 18(e); Tr. 1578-79).

At the end of the GRAs' shift, GRAs are required to return their room keys and iPads -- formerly written task sheets -- to the Floor Managers at the Floor Managers' table. (EX 18(e); Tr. 575-76, 584-85, 599, 1379, 1381-85, 1558). When returning their items, the GRAs typically

form a line extending from the Floor Manager's table on the left side of the office toward the center of the housekeeping office. (Tr. 1379, 1381-84). Once the line extends to the L-Shaped desk in the middle of the office, the line typically turns toward the entranceway to the Housekeeping office. (EX 18(a); Tr. 1384).

After the GRAs return their keys, the Floor Manager checks to ensure the GRAs have completed their assigned tasks for the day. (Tr. 754-55, 768). Employees may try to explain any unfinished assignments. (Tr. 578, 1383). For example, GRAs may talk to the manager about assigned rooms that were marked "Do Not Disturb," but were not replaced in order to avoid counting as a "drop." (Tr. 577-78, 1383). The entire process takes approximately five minutes or less per GRA. (Tr. 578, 755).

The Housekeeping office typically gets busy at the end of the GRAs' shifts, as many of the GRAs come into the office to return their keys, iPads, and, formerly, their task sheets to the Floor Managers. (Tr. 565-67, 575, 922). The GRAs waiting to turn in their keys are not necessarily quiet in the Housekeeping office so that when they are there the office is very loud with the number of people in there at the end of each shift. (Tr. 575, 753, 1385). Moreover, status clerks are taking and receiving phone calls and answering and responding to radio calls on three different frequencies. (Tr. 1385-86).

## **2. The Alleged Office Meeting**

During the week of June 14, GRA Antonia Lourdes Garcia was scheduled to work June 16-19 from 8:30 a.m. until 5 p.m. and on Saturday, June 20, from 9 a.m. until 5:30 p.m. (EX 37, 40; Tr. 742, 1573-74). Garcia alleges that, at the end of her shift on either June 15 or 16, around 5 p.m., she went into the Housekeeping office to turn in her written task sheet and room key to the Floor Manager. (Tr. 749-51). According to Garcia, Magana, from her office, saw Garcia wearing her Union button, called Garcia into her office, told her "because at this time I see you

as a traitor,” and said “but now I see that you are one of the ones who attends the Union meetings.” (Tr. 746-47). Garcia did not work on July 15, however, and Garcia clocked out at 5:12 p.m. on June 16. (EX 40; 1572-74).

Alejandra Magana had no meeting with Garcia on June 15, 2015, as alleged, since Garcia did not work that day. (EX 37, 40; Tr. 1572-74). The only meeting Magana had with Garcia in her office occurred on Friday, June 19, 2015. (Tr. 1579). Alejandra Magana would schedule employees who volunteered to attend campaign meetings with labor consultants Cruz & Associates. (EX 36; Tr. 1558-59). Magana had scheduled Garcia, a volunteer, to attend the session June 19th from 12 p.m. to 1:30 p.m. (EX 36, 1558-59). Garcia was scheduled to work from 8:30 a.m. to 5 p.m. that day. GRA Raul Sanchez was also scheduled for this voluntary session. (EX 36, 1558-59). Magana had reduced Garcia’s assigned room credits for the day by two credits in order to give her time to attend the class. (Tr. 1559).

At the end of the GRAs’ day shift, Magana saw Garcia in the Housekeeping office returning her keys and iPad to Cretin -- notably the same person Jamarillo claimed was taking back keys and iPads on the day she allegedly witnessed the conversation. (Tr. 574-75, 1559). After Garcia returned her items to Cretin, Magana called Garcia into her office. (Tr. 1559). Garcia sat in the guest chair in Magana’s office closest to the wall (and thus farthest from the door) with her back to the Housekeeping office. (EX 18, 38; Tr. 1559-60). Given the layout and dimensions of the Housekeeping office, employees outside of Magana’s office would not be able to see if Garcia was in Magana’s office without sticking their heads in. (EX 18). Magana asked how she was, how her day was going, and if Garcia attended the Cruz & Associates class that day. (Tr. 1559). Magana asked Garcia if she attended the class in order to ensure that everything was okay with Garcia’s credits or if any other adjustments needed to be made. (Tr.

1559). When Magana asked if Garcia went to the class, Garcia responded “What class? Oh, the Union class?” (Tr. 1559). Magana responded “That’s not a Union class, Antonia. That is a class about the employee rights, about your rights.” (Tr. 1559). After explaining this to Garcia, Garcia confirmed that she attended the class. (Tr. 1559). This was the extent of the conversation, which lasted less than five minutes. (Tr. 1559-61). Magana never told Garcia she was seeing her as a traitor, never said she was disappointed in Garcia because she wore a button, never pointed at her button, never said she thought Garcia was on her side, and never said that she saw that Garcia was the one who attended Union meetings. (Tr. 1560-61).

Floor Manager Cretin, who GRA Maria Jaramillo claimed was the Floor Manager collecting keys and iPads that day, did not recall ever hearing Magana call Garcia or any other GRA a “traitor.” (Tr. 574-75, 580-81, 1387). Cretin also testified that she typically could not hear Magana from her station. (Tr. 1385, 1387).

Christina Keeran, who sits near Magana’s office, never heard Magana call Garcia a traitor or otherwise say anything about her Union activity. (Tr. 933-936). Indeed, Keeran stated that Magana would not even use that word. (Tr. 936).

**C. Allegations Involving Anthony Wandick - Complaint ¶¶ 5(f), (h), (k) & (n).**

**1. Alleged Surveillance in the EDR**

The General Counsel alleges that Anthony Wandick confiscated Union literature and surveilled employees in the EDR. The creditable record shows as follows:

**a. Wandick EDR Activity**

Anthony Wandick is a former Hotel Housekeeping Floor Manager. Wandick was employed by the Hotel for approximately eleven months and last worked at the Hotel in July 2015. (Tr. 156-57, 217-18, 394, 1215). As a Floor Manager, Wandick was responsible for overseeing the day-to-day operations of the Housekeeping Department, supervising and directing

the housekeeping employees, conducting room quality inspections, responding to guest complaints about room cleanliness or other issues, ensuring productivity, staffing, issuing disciplinary actions, hiring, and on-boarding. (Tr. 157, 217-18, 394-95, 420-23, 450-51).

Wandick would also frequently give the “Trump Talks” in the EDR and, even when he was not giving the Trump Talk, nevertheless, would attend almost every one. (Tr. 427-29). Trump Talks are given three to four times per day during the morning shift, at 7:00 a.m., 8:00 a.m., and 8:30 a.m. (Tr. 397, 427-29, 1104-05). There is also an evening Trump Talk for swing shift employees. (Tr. 1105). Before the Trump Talk, at least since Wandick started in October 2014, Wandick and other managers would arrive a bit early before the Trump Talk started to walk around and greet associates, and get them “juiced up for the day.” (Tr. 431-33). When the Trump Talk began, the manager giving the Trump Talk would discuss the Hotel’s occupancy, VIP arrivals, and other important issues that need to be discussed. (Tr. 397, 427-29, 432). GRAs also receive their room keys and iPads before or after the Trump Talks. (Tr. 429).

Trump talks last approximately five to twenty minutes depending on what is discussed and any employee questions. (Tr. 427-429, 432). The 7:00 a.m. Trump Talk is relatively short, since there are approximately ten associates in attendance who are typically more senior employees. (Tr. 430). The 8:00 a.m. Trump Talk is usually the busiest, with approximately 90-95 associates in attendance. (Tr. 431). During this meeting, employees are typically seated throughout the EDR, which has a number of tables with bench seating. (EX 12; Tr. 433-35). The managers giving the Trump Talk typically would sit at the “front” of the EDR. (EX 12; Tr. at 436-37). When not giving the Trump talk Wandick often would wander or stand around the EDR just making sure that the employees were paying attention and not having side conversations when the manager was speaking. (Tr. 448-49).

Wandick was aware of the Union's campaign and assisted with the Hotel's counter-campaign. (Tr. 397-419). Wandick received instructions from Hotel management on running a lawful counter-campaign and general talking points to reinforce the Hotel's general campaign message. (Tr. 401-405, 413, 485). Wandick did not keep track of which employees were for or against the Union. (Tr. 414-16).

**b. Alleged Removals of Handbills and Interference with Carmen Llarull**

Wandick often saw employees handing out Union flyers, asking other employees to sign Union authorization cards, or chanting in the EDR, but allowed them to continue doing so. (Tr. 418-19, 438-39). Wandick also would eat lunch in the EDR at least a couple times per week, and usually would join a table with other managers or associates whom he knows. (Tr. 433-35). While employees would sometimes show Wandick a Union flyer, he never removed a flyer from an employees' hands. (Tr. 1646-47). Nor did he pick up flyers from the tables and call them "trash." (Tr. 1648). Wandick never followed anyone through the EDR or went out of his way to observe any Union activities. (Tr. 444-45).

For a period of time before Wandick left the Hotel in July 2015, he also served as the training manager for newly hired GRAs. (Tr. 420, 1647). As training manager, Wandick was charged with coordinating and ensuring that newly hired GRAs received proper training. (Tr. 1394-95). As part of this training, new hires would be paired with more experienced GRAs and would shadow them on their daily assignments. (Tr. 625-26). GRAs are paid at dual rate to provide training to new hires. (Tr. 1580, 1652). After Wandick became the new training manager, he altered the process so that GRA trainers must attend a training class before they can train new hires, so that all trainers receive the same information from their trainers. (Tr. 1393-95).

Wandick never approached employees talking with GRA Carmen Llarull before Trump Talks to prevent them from talking with her. (Tr. 1647). Wandick's standard practice when a newly hired employee is present at a Trump Talk, however, was to approach that individual before Trump Talk begins so that he could introduce them to their trainer. (Tr. 1647-48). Llarull never complained to him about talking with associates, and never told him that he should not be in the EDR -- an area open to all employees and managers -- when she was distributing literature. (Tr. 1650-51).

**c. Alleged Surveillance of Rodolfo Aleman**

Wandick often saw employee and Union committee leader Rodolfo Aleman handing out flyers in the EDR, but never took any action to spy on his Union activities. (Tr. 443-45). He never did anything in response to Aleman's handing out of flyers, and never did anything like follow Aleman around, whether to intimidate him or interfere with his handing out of flyers. (Tr. 444-45). Wandick freely acknowledges, however, that during a Trump Talk it is certainly possible Wandick in his wandering around may have stood near Aleman for a brief period of time. (Tr. 448-50). But even assuming arguendo, it happened, it was not done with the intention of interfering in whatever Aleman was doing. (Tr. 450).

Wandick also did not interfere with any conversations Aleman had with employees. (Tr. 445). The week before the initial election scheduled in June 2015, however, Wandick observed GRA Rodolfo Aleman in the EDR having a heated exchange with a new employee, Janet Quizar Vazquez ("Vazquez"). (Tr. 445-47). Aleman had an angry look on his face and was angrily pointing his hand at Vazquez. (Tr. 445-47). Wandick could not hear what they were talking about, but because Vazquez looked upset, and because it looked like Aleman was yelling at this new associate, he approached the employees to see if everything was OK. (Tr. 445-47). Neither employee responded and both Vazquez and Aleman walked away. (Tr. 447-48). Wandick left it



alone after that and never asked Aleman what happened or what the employees were discussing. (Tr. 448). He did, however, approach Vazquez later that day to make sure everything was OK. (Tr. 447-48).

**d. Alleged EDR Surveillance with Director of Operations Vandegrift**

The General Counsel alleged that about June 24, 2015, Wandick and Martin Vandergrift, by standing in the employee dining room greeting employees and telling them to vote no in an upcoming union representation election, created an impression among employees that their union activities and protected concerted activities are under surveillance. The General Counsel did not call a single witness to testify to this, though.

On June 24, 2015, Wandick recalled that he had a conversation with GRA Jacqueline Contreras outside of the EDR shortly after one of the day's Trump Talks. (Tr. 469-70). Contreras told Wandick that she was upset that the Union and Union representatives were going to her house and harassing her. (Tr. 470). Wandick told Contreras that if she wanted that to stop, she should vote "no" in the election. (Tr. 470-71). This is the same advice he gave to any employee who complained about the Union, as this is what he was trained to say. (Tr. 471, 475). He never affirmatively went to employees to tell them to vote "no." (Tr. 471).

Vandegrift asked Wandick to provide a statement of his conversation with Contreras. (EX. 14; Tr. 472-75). At 6:06 p.m. on June 24, Wandick sent his statement to Vandegrift, Magana, Acosta, and Director of HR Peterson, which stated as follows:

On June 24, 2015 Jacqueline Contreras approached me in the EDR during Trump talk and inquired as to why the hotel have given her personal information to the union. I explained to Jacqueline it was required by law that we provide the information. I explained to her that we at Trump respect their privacy and would never disclose such information unless required by law. She went on to state that the union had been calling her cell phone and stopping by her house. She stated she has asked them to leave her alone. I explained to Jacqueline for this to stop that it's important to exercise her right to vote in tomorrow elections. I advised

her to go speak with HR as well. I noticed Giselle Happe and Carmen Lirull [sp?]standing by the door taking notes of our conversation.

(EX 14). Wandick may have had conversations with other employees that day in the EDR, since various employees were upset about the Union coming to their houses. (Tr. 475). However, if employees came up to him and said that, he would say, “If you want this to stop, vote no.” (Tr. 475).

## **2. Alleged Surveillance in a Guest Room/ Rule Prohibiting Speaking with Guests**

The General Counsel alleges that on Saturday, June 13, 2015, Wandick engaged in surveillance or the impression of surveillance in a guest room and promulgated and enforced a rule or directive prohibiting employees from speaking to guests. The credible record evidence demonstrates no such violations occurred.

Celia Vargas currently works as a full-time GRA and is assigned to clean rooms on the Hotel’s 52nd floor. (Tr. 1005, 1034-35). Rivera currently works as a full-time GRA and is assigned to clean rooms on the Hotel’s 51st floor. (Tr. 802-03). Vargas and Rivera are Union supporters and Committee Leaders. (Tr. 804, 1054-55). Rivera was working an 8:30 p.m. to 5 p.m. shift and Vargas a 9:00 - 5:30 shift on Saturday, June 13, the day of the alleged violations. (Tr. 810, 1047-48, 1086).

During that afternoon, Vargas made a call to Floor Manager “Denise” to check on any additional assignments, since none of Vargas’s assigned rooms were open for cleaning. (Tr. 1035). Denise allegedly told Vargas she did have one room, Room 5107, a one-bedroom corner suite, where a guest had requested that Housekeeping make up a sofa bed. (EX 13, 15; Tr. 1036). Rivera was also working that shift and decided to assist Vargas in a guest room on the 52nd floor (it was the 51st floor), since Rivera’s assigned rooms were also occupied and she had no other work assignments. (Tr. 810-811, 1034, 1047-48).

Vargas went to the room and informed the guest that she was there to fix the guest's sofa bed. (Tr. 1037). Meanwhile, Rivera went to the linen closet on the floor to get clean sheets for the room's bed. (Tr. 812, 1037). When Rivera returned to the room, the guest informed Vargas that she did not want to make the sofa bed as they were doing, that at check-in she had requested a foam mattress insert. (Tr. 1038). Vargas called status clerk Starr Ramascus from the hallway telephone inquiring into the foam mattress that the guest had requested and had not yet been delivered. (EX 15; Tr. 453, 477-78, 811, 1038).

Vargas claims that she informed the guest the mattress would be delivered in ten minutes and that she and Rivera left to clean two other rooms, even though they were in room 5107 because they did not have any open rooms. (Tr. 1039, 1074). Vargas explained to the guest that, given that the Hotel was busy that day, there were many requests for the foam inserts, so it was taking longer than usual to have one delivered. (Tr. 1073). Vargas and Rivera returned approximately one half-hour to forty-five minutes later and the mattress had not yet been delivered. (Tr. 1039, 1074). Vargas asked the guest if Vargas could use her phone to inquire about the foam mattress. (Tr. 1039).

Wandick learned about the need for a foam mattress when the call got escalated to him. Standard Hotel policy stipulates that whenever there is an issue with a room, it is escalated to a manager. (EX 15; Tr. 454). At some point a status clerk radioed Wandick to tell him that a housekeeper was having trouble getting a foam mattress insert. (Tr. 453-54).

Wandick entered the room near the front kitchen area. (Ex. 13(a); Tr. 456, 464). After entering the room, Wandick saw Vargas and GRA Dora Rivera talking in the living room area of the suite by the pull-out sofa, but he could not hear what they were saying. (EX 13(a), (i); Tr.

455-56, 464). The two stopped talking as soon as Wandick entered the room. (Tr. 455).

Wandick did not see anybody else in the room. (Tr. 455, 464).

Wandick simply asked the two “what’s going on,” since there would typically be only one GRA assigned to a room, although there are times when they will pair up if they do not have sufficient work. (Tr. 456, 464-65, 487). Vargas told Wandick that she was waiting for the memory foam mattress to arrive so that they could make up the sofa bed. (Tr. 465). Wandick did not ask why there were two housekeepers in the room, but simply stated that he would put a rush on the delivery of the foam mattress. (Tr. 465). He did not converse with Rivera. (Tr. 465). Wandick radioed the VIP houseman regarding the foam mattress and told him to rush one up to the room. (Tr. 465-66). Once he received confirmation from the VIP houseman that he was attempting to search for a foam mattress, Wandick left the room. (Tr. 465-66). Wandick thought nothing else of the situation. (Tr. 465-68).

Wandick never told Vargas that she could not talk to guests. (Tr. 467). He has never given such an order to anyone. (Tr. 466-47). Associates are free to talk with guests. (Tr. 466-67). Wandick did not otherwise discipline Vargas or Rivera for anything that occurred in the corner suite that day. (Tr. 467-68).

It turned out that the VIP Houseman could not find a foam mattress at that time. (EX 15). Later that evening, at around 6:00 p.m., another call was placed for a foam mattress, and this time one was found. (EX 15; Tr. 478-79).

### **3. Wandick Allegedly Asking How Janet Vazquez Intended to Vote**

Janet Quiroz Vasquez was hired on May 5, 2105 as an on-call GRA. (Tr. 979-80). GRA Iresayne Ariosa Gonzalez was hired in or around May 2015 and is a GRA and friend of Vazquez. (Tr. 1430, 1432-33).

Prior to the start of their shifts in May 2015, Vazquez and Gonzalez were discussing some of the Union's promises that employees would receive better pay, benefits and free healthcare if the Union was voted in, and whether the Union's promises were true. (Tr. 1433). Gonzalez suggested that she and Vazquez ask Housekeeping Director Magana about the Union's claims, since Gonzalez was new to the country and did not know about the Union. (Tr. 1433, 1442-44). The employees also wanted to ask Magana about the "guarantee statement" the Hotel distributed to employees for the Union representatives to sign when they made promises to employees. (Tr. 986, 994-95, 1649, 1653). Vazquez and Gonzalez went to Magana's office to speak with her about the Union's promises. (Tr. 986, 1433, 1554, 1649). Wandick was also in the Magana's office. (*Id.*).

Vazquez was upset when she came to Magana's office because she felt harassed by the Union supporters, specifically Carmen Llarull. (Tr. 1555). Gonzalez and Vazquez asked Magana if the Union's promises were true, to which Magana simply referred the employees to the guarantee statement that Union representatives could sign. (Tr. 1433-34, 1555). Gonzalez and Vazquez then left Magana's office. (Tr. 1434). While in the office, neither Wandick nor Magana asked the employees how they were going to vote. (Tr. 1435, 1555-56). To the contrary, Vazquez on her own declared that "I'm convinced, I'm not going to vote for the Union." (Tr. 1434).

After the meeting ended, outside of Magana's office, Gonzalez saw Wandick lean toward Vazquez and say something to her, but could not understand what he said at the time. (Tr. 1435, 1450-51). Gonzalez asked Vasquez what Wandick said, but Vazquez told her it was nothing. (Tr. 1435, 1437). Gonzalez never heard Wandick ask Vazquez how she was going to vote. (Tr.

1437). That is because Wandick did not ask Vazquez after the meeting how she was going to vote. (Tr. 1650).

**D. February 28 Security Surveillance - Complaint ¶ 5(d)**

**1. Security Job Functions.**

Hotel Security Officer Olivia Green is charged with patrolling and protecting the interior and exterior sections of the Hotel and to ensure employee and guest safety and overall satisfaction. (Tr. 163-64, 271-72, 274-75, 288). Green works the day shift from 7:30 a.m. to 3:30 p.m. (Tr. 272). Green's direct supervisor is Security Manager Eric Delgado. (Tr. 165-66, 273, 288). The Director of Security is Clyde Turner. (Tr. 165-66, 273, 288).

Security officers are typically assigned to patrol certain areas of the Hotel based on a rotation, including a rotation at the control desk, which serves as a dispatch center for the Security Department. (Tr. 273-74, 281-82, 288). During the officers' rotation at the control desk, they typically receive calls from other Security Officers, the Hotel's front desk staff, housekeepers, or other employees regarding safety issues, guests in need of assistance, or other issues that appear out of the ordinary. (Tr. 276-77, 289, 306). The control desk office then will assign the officer responsible for patrolling that part of the Hotel to assist. (Tr. 289-90). The control desk also receives status updates from Security Officers patrolling various areas of the Hotel, for example, to report that a certain floor has been patrolled and is clear. (Tr. 290-91). The control desk staff prepares a daily activity log noting each of the activities or incidents reported by Security Officers during their shifts. (Tr. 278-80). For example, if a guest notifies a Security Officer of a missing room key, the Security Officer would report the incident to the control desk, who then reports it on the activity log. (Tr. 279-281, 290). If Security Officers see something unusual they are expected to report it. (Tr. 293-94).

Depending on the situation, the Security Officer may also make a written statement of an incident. (Tr. 292). However, for more serious disturbances, i.e., a fight or other serious security threat, they will notify Delgado or Turner. (Tr. 276-77). Each security department shift receives a “passdown” report indicating any issues or items of note that occurred on the previous shift. (Tr. 1328-29).

## **2. February 28th Incident**

On the morning of February 28, 2015, Security Officer Olivia Green, an hourly employee, was assigned to patrol the exterior and front entrance of the Hotel. (Tr. 272, 291). Shortly after Green’s shift began at 7:00 a.m., while out on her routine patrol, she observed several housekeepers, who were in uniform, and other individuals gathering and standing on the sidewalk directly in front of the Hotel. (EX 25(b); Tr. 282-83, 294, 300). In her four years of service at the Hotel she had never seen anything like that before. (Tr. 294-95). One of the employees, Celia Vargas, testified that she arrived at approximately 7:30 a.m. (Tr. 1059). Green testified that there were approximately four or five employees present when she first approached the group. (Tr. 316). The group did not have any flyers in their possession when Green first approached and no Union officials were present. (Tr. 1019-20, 1060, 1062).

Green walked over to the group, greeted them, and asked them what was going on. (Tr. 285-86, 294-95). She asked them because it was her job to protect the property, this had never occurred before on her shift, and she did not know what was going on. (Tr. 295). She asked them in a conversational voice, which was not loud. (Tr. 1292). Green did not know at that time that they were engaging in Union activity. (Tr. 279, 284, 295). At the time, Green had no instructions from Turner or other Hotel management on what, if any response, Security Officers should make to possible Union activity on the property. (Tr. 300). One of the housekeepers responded by stating that they “had business” there. (Tr. 285-86, 297, 1292). The housekeepers

did not say they had Union business there or mentioned anything regarding the Union at that time. (Tr. 1292). Green did not ask any further questions and walked away as more housekeepers congregated. (Tr. 297). At no point prior to this had any employees attempted to walk up toward the Hotel doors or enter the Hotel. (Tr. 822-23, 1064, 1291-92).

The group was apparently gathering for a Union hand billing activity which was allegedly organized by Union organizer Jose Pineda. (Tr. 330, 342-43, 808, 1019). At some point, Union Organizers Ramiro Navas, Mercedes Castillo, and Pineda arrived with the handbills for the group. (Tr. 330-31). More employees also arrived and the group eventually included Carmen Llarull, Eleuteria Blanco, Dora Rivera, Guadalupe Barba, Eva Alcala, Rodolfo Aleman, Jose Martinez, and Celia Vargas, and Union organizers Navas, Castillo, and Pineda. (Tr. 316, 330-31, 333, 806, 1017, 1059-60).

After Green initially spoke with the employees, she called Officer Gerald Holdsworth at the control desk and explained that there were several housekeepers standing outside on the sidewalk. (EX 25(a)-(e); Tr. 281, 297). Whenever there is a situation occurring, a Security Officer will report it and backup will be provided. (Tr. 275-76, 297-98). In response, Officers Cornelius Johnson Jr. and Jesus Bonales were dispatched to the front of the Hotel area to assist in case security was needed. (Tr. 286). It is common practice for the Security Officers to call for backup if there is an incident on the Hotel property. (Tr. 298). Since they did not know why the crowd was gathering on the sidewalk, the three officers stood near the valet desk at the right hand side of the front entrance of the Hotel to ensure there were no security issues and to see if they were going to attempt to enter the property. (EX 25 (f); Tr. 286, 298). Eventually, they stationed themselves at the end of the valet driveway near the stop sign. (EX 25(b), (e), (g)-(h); Tr. 1294-95).



The group of employees and Union organizers gathered in plain sight on the public sidewalk. (Tr. 298). Eventually they began moving their way toward the driveway entrance to the Hotel. (Tr. 1295-96). They met at the stop sign. (EX 25(e); Tr. 1066). Pineda told the Security Officers that the group planned on coming onto the property to hand out flyers. (Tr. 1067). Officer Johnson told them they could not be on private property. (Tr. 825, 1295). Someone asked Officer Green her name, but Green did not provide it. (Tr. 1296). Officer Green did not make any gestures with her hands or identify herself as the commander in chief of the security forces. (Tr. 1296-97).

The Security Officers eventually received word from the control desk that Director of Security Turner gave the order to allow the employees to handbill in the valet area. (Tr. 284, 1297, 1069, 1301-02). The Security Officers backed off, and went inside the building. (Tr. 1297). The housekeepers and other proceeded to walk up the drive and stationed themselves in front of the revolving doors to handbill. (Tr. 1297). Afterwards, Turner requested that Green prepare a written statement regarding the incident, which she did. (EX 30; Tr. 286-87, 1298).

The passdown report prepared that day shows that Turner (Adam-1) sent a directive to security personnel that employees were allowed to distribute flyers so long as they did not enter the property. (EX 31; Tr. 1326-28).

**E. Slovak Distribution Rule -- Complaint ¶ 5(l)**

Danny Slovak is a full-time Hotel Security Officer who typically works the morning shift from 7:00 a.m. to 3:30 p.m. (Tr. 1306-07). As a Security Officer, Slovak is charged with patrolling and protecting the interior and exterior sections of the Hotel and to ensure employee and guest safety and overall satisfaction. (Tr. 1307-08). Security Officers are typically assigned to patrol certain areas of the Hotel based on a two-hour rotation, including a rotation at the control desk. (Tr. 1307-1308). Security Officers do not discipline or prevent employees from

handbilling in the EDR. (Tr. 1330-31). Security Officers do not enforce the Hotels' solicitation policy. (Tr. 1331). They have no authority to discipline employees for engaging in union activities. (Tr. 1320). Security Officers on day shift take staggered lunches in the EDR between 11 a.m. and 1 p.m. (Tr. 1308). Security Officers must punch out for lunch and are not on the clock. (Tr. 1308-09).

Slovak worked the swing-shift on February 28, 2015. (Tr. 1329). The passdown report from the morning shift indicated that Turner ("Adam-1"), in response to the handbilling at the front entrance that day, sent a directive to security personnel that employees could handbill on the external portions of the Hotel's property up to the front doors of the Hotel. (EX 31; Tr. 1326-28). This pass-down report was generated on the day of incident between Security Officers Green, Bonales, and Johnson and the employees and Union representative attempting to distribute flyers outside of the Hotel. (Tr. 1328-29). *See* Statement of Facts § II.D.2, *supra*. This was the only thing in writing Slovak had ever seen addressing handbilling. (Tr. 1330). He never saw any written instructions addressing handbilling in the EDR. (Tr. 1330). Slovak had been advised that if handbilling became an annoyance, that he should report it. (Tr. 1322, 1324, 1330-31). As he never saw handbilling that had become an annoyance, he never reported anything. (Tr. 1331).

At some point in June 2015, Slovak was eating lunch in the EDR at the table closest to the entrance and food line. (EX 12; Tr. 519, 1309-1311). Another employee from the Hotel's Food and Beverage Department was seated at the table across from Slovak. (Tr. 1312). Slovak witnessed employees handing out Union materials, which was the first time he personally had seen them distributing in the EDR. (Tr. 1310, 1316, 1318-19). Slovak recalled the pass-down report from a few months earlier indicating that Union members could hand out flyers outside of

the Hotel property up to the front entrance and thought that might also apply to handbilling in the EDR. (Tr. 1319-1322). An employee, later identified as Eleuteria Blanco handed a flyer to the employee seated across from Slovak. (Tr. 509-10, 1313). Slovak told the employee across from him something to the effect of “I didn’t know they had it approved by HR,” meaning approval to hand out flyers in the EDR. (Tr. 1313). Blanco asked for Slovak’s name, which he provided. (Tr. 1313). Blanco never asked him to repeat what he said. (Tr. 1314). Slovak never told her that she could not handbill because it was private property. (Tr. 1314). Slovak did not say anything else to Blanco or prevent her from handing out flyers in the EDR. (TR. 1314). Slovak finished his lunch, got up, and left the EDR. (Tr. 1314). Blanco continued to hand out flyers in the EDR. (Tr. 530-31, 1315).

**F. Doucette Threats/Distribution Rule - Complaint ¶ 5(e)**

James Doucette is a former Food and Beverage Manager who was employed by the Hotel from approximately summer 2014 until summer 2015. (Tr. 1482-83). Doucette is a relatively large individual, standing approximately 6’6” tall and weighing 260 pounds. (Tr. 1502-03). GRA and Committee Leader Eleuteria Blanco is, by her own admission, a little person. (Tr. 540).

Prior to one of Doucette’s afternoon shifts in March 2015, he was in the employee parking lot near the rear entrance of the property on his way into work where he saw one of his Department’s busser employees talking with a woman, later identified as GRA and Committee Leader Eleuteria Blanco. (Tr. 500-501; 1483-86, 1503, 1516). Although Blanco claimed that anyone can park in the employee parking lot, this is not true. (Tr. 501). The employee parking lot is for employee parking only, but is not a restricted area. (Tr. 1485). Typically, Doucette would say something if he saw nonemployees in the lot, be it guests or other people attempting to park in the lot or homeless individuals who are on the property. (Tr. 1507-08).

Blanco was off-duty that day, so was not wearing a work uniform. (Tr. 500-502). She had been out soliciting employees in the parking lot for an hour that morning, and then went into the EDR for forty-five minutes or so, and had just come back out to the parking lot to resume soliciting. (Tr. 533-34). Although Blanco says she was wearing her work identification badge on a lanyard around her neck and her Committee Leader button, assuming that is true, Doucette did not, given how tall Blanco was, see any identification on her and -- as she was not wearing a uniform -- had no reason to believe she was an employee. (EX 17; Tr. 501, 503-505, 1491-92, 1504-05). Hotel identification badges are white, about the size of a credit card, and consist of the employee's picture and name on the front, but are blank on the back. (EX 17). In Doucette's Food & Beverage Department, employees clip their badges to their hips, since if they wore their badges on a lanyard, the badge would get into the food. (Tr. 1505). Blanco claims that her badge was hanging around her neck on a black lanyard that hung below her chest, near her belly button. (Tr. 531-32). And it was not hanging on the lanyard alone: Blanco's badge also had two pins (a "lamp" and a "housekeeping" pin) attached to the lanyard and hanging around the identification. (Tr. 532).

Doucette noticed that Blanco appeared to be bothering the busser while attempting to hand him a flyer. (Tr. 1485, 1487). When Doucette was approximately five to six feet away, he asked the busser if everything was alright. (Tr. 1487-88, 1490). Since Doucette did not recognize Blanco as an employee, he asked in English if she was employed by the Hotel. (Tr. 1486-88). Blanco, who speaks only a little bit of English, said "no." (Tr. 1488, 1510). Doucette then asked Blanco to come inside to Security. (Tr. 1490). Doucette did not know who she was, did not know whether she was permitted to be in the employee parking lot, and wanted Security to tell them if she could be out there. (Tr. 1490). Doucette saw the busser proceed to the parking

lot to leave, quickly as if he was happy to be finished talking with Blanco. (Tr. 1491). Doucette never got closer than three to four feet away from Blanco, except possibly when they entered the employee entrance to the Hotel. (Tr. 1492-93). Doucette opened the door for Blanco to enter. (Tr. 1495).

Doucette and Blanco then went to Director of Security Clyde Turner's office. (Tr. 1494-95). Blanco walked behind Doucette on their way to the office. (Tr. 1511). Doucette informed Turner that he saw Blanco outside talking to a busser and wanted to check if there were any issues with it. (Tr. 1496). Turner told both Doucette and Blanco that there was no issue and apologized to Blanco for being brought into security. (Tr. 1496). Even Blanco acknowledges they told her that she could go, and that everything was okay, she could go, no problem. (Tr. 508-09). Blanco then asked for Doucette's name, which he gave to Blanco. (Tr. 1496-97, 1512).

Blanco was not disciplined. (Tr. 545). In fact, she returned to the parking lot to solicit employees without incident. (Tr. 545). Blanco did not report any incident to HR or any of her managers. (Tr. 547). Blanco was aware of Hotel policy against touching employees against their will. (Tr. 547).

## **G. Allegations Involving Imelda Cretin - Complaint ¶ 5(j)**

### **1. Ofelia Diaz Training Opportunities**

Imelda Cretin is a former Floor Manager in the Hotel's Housekeeping Department. (Tr. 658-59 1376). For a time, Cretin was the training manager charged with coordinating and ensuring that newly hired GRAs received proper training. (Tr. 1393-95). As part of this training, new hires would be paired with more experienced GRAs and would shadow them on their daily assignments. (Tr. 635-36). Cretin stopped serving as training manager and, after her successor left, the role was taken over by Floor Manager Anthony Wandick. (Tr. 420, 1397, 1580, 1647). Wandick became the new training manager in early 2015 after the previous

training manager transferred to Security effective January 1, 2015. (Tr. 1580). Sometime after Wandick came in, he altered the process so that, in order to train new hires, GRAs had to attend a training class in order to ensure that all trainees receive the same information from their trainers. (Tr. 1393-95, 1420-21).

Ofelia Diaz is a Housekeeping GRA who began working at the Hotel in September 2013. (Tr. 635). In the past, Cretin had given Diaz opportunities to train employees. (Tr. 635-36, 1394-97). Diaz had a personal injury and was off work from January 22 through April 18, 2015. (EX 44; Tr. 1587-88). Diaz claims that, after one of the morning Trump Talks on June 7, 2015, she asked Cretin in the housekeeping office why she had not been receiving opportunities to train new housekeeping employees. (Tr. 621-22, 626-28, 1392-93). Cretin informed Diaz that she was no longer the training manager and that the new training manager preferred to do training classes for trainers so that all trainers had the same information to pass on to new hires. (Tr. 1393-95, 1420-21). If the class was scheduled on a day that Diaz was off work, she, of course, would not be able to take the class. (EX 44; Tr. 1393-94).

Diaz specifically asked Cretin if she was losing training opportunities because of Diaz's support for the Union and Union button. (Tr. 1394-95). Cretin immediately denied this and explained that the new training manager had new procedures in place. (Tr. 1395-96). Cretin told Diaz that she needed to take a class if she wanted to be a trainer. (Tr. 1394). Diaz asked Cretin if she would talk to Wandick about this, and Cretin agreed. (Tr. 1394-95).

At no point during her conversation with Diaz did Cretin ever: (i) point to her Union pin; (ii) touch her Union pin; (iii) tell her that she wasn't training because she was supporting the Union; (iv) tell her that she was not training because she was wearing a Union button; or (v) tell

her that she was ruining her career by wearing a Union button and she would not get anything at the Hotel. (Tr. 1396-97).

Around that time, Wandick entered the office. (Tr. 631, 1394, 1397). At the Floor Managers' table, Cretin told Wandick that Diaz was wondering why she was no longer doing training. (Tr. 631, 1394, 1397). Wandick told Cretin that Diaz had missed the class, and that she needed to take the class. (Tr. 1397-98). Wandick agreed to check the training schedule as to when the next class would be. (Tr. 1394, 1398).

After Wandick ceased employment with the Hotel in July, Magana took over as training manager. (EX 45; Tr. 394, 1580, 1590). Magana changed the training procedure so that new hires were assigned to a specific trainer who would be able to train the new hire for five consecutive days. (Tr. 1590-91). Magana did not want to have new hires have two different trainers during their five days of training. (Tr. 1590). Trainers and new hires received a printed copy of the training schedule so they know who they were supposed to be training with and when they're supposed to be starting. (Tr. 1590). Trainers were scheduled on a rotation based on seniority, availability to train five consecutive days, and the number of people requiring training. (Tr. 1591-92). Diaz was placed on the training list, received a higher rate of pay for training, but she was at the bottom as she was last in terms of seniority. (EX 43, 45; Tr. 1588, 1594). Thus, there was often not a need for her services, if there were not enough new hires or if the more senior trainers were available for five consecutive days, although Diaz did get training opportunities in accordance with her seniority. (EX 45; Tr. 1592-96). Diaz suffered an accident in early October, however, after which time she did not return to work. (Tr. 1595-96).

Diaz was not the only openly active Union employee training new hires. Carmen Llarull, another Committee Leader, also conducted training and indeed received her dual rate of pay in

June 2014 shortly after she began wearing her Committee Leader button. (EX 42, 45; Tr. 1580-86).

## **2. Rodolfo Aleman's Promotion**

The General Counsel also alleges that, on or about June 7, 2015, Cretin threatened that employees would lose opportunities for promotions because they engaged in union activities.

Carmen Llarull is a GRA, Committee Leader, and one of the most active Union supporters of the GRAs. (Tr. 686, 691). Llarull has reputation for being somewhat overzealous in her attempts to campaign on behalf of the Union. (Tr. 686-691). For example, in or around October 11, 2015, Llarull became aggressive and told Houseman Jose Cortez Perez, a Union supporter, that he was talking stupid when she asked him if he wanted to be a Committee Leader and Perez asked how much he would be paid. (GX 19, 24; Tr. 686-88, 698-99, 776-77, 794-96, 970-71, 975). Llarull was mad and sarcastic and stood up as Perez sat at the table. (Tr. 795, 975). Houseman Ryan Aguayo witnessed the altercation and tried to calm things down. (Tr. 794-95, 970-71). Perez complained to HR about Llarull's behavior, and both he and Aguayo submitted written statements as to how Llarull acted. (EX 19, 24; Tr. 796-97, 971). Perez also stated that Llarull continued to harass him without remorse. (Tr. 796).

Llarull initiated a conversation with Cretin in the Housekeeping office about certain open job positions. (Tr. 659, 1388). Specifically, Llarull discussed a "warehouse" position that was not given to Rodolfo Aleman. (EX 35; Tr. 659-60, 1389-90). Cretin informed Llarull that she could not disclose Aleman's confidential personnel information, but that he did have some disciplinary actions in his file that precluded him from receiving the promotion. (EX 34; Tr. 1390). She reminded Llarull that, as had been explained in pre-shift meetings, employees with previous disciplinary or attendance issues are not eligible for promotions or transfers. (GX 11, p. 17; Tr. 1389-90). Cretin explained that she was telling her this because she didn't want her to



think what it is not. (Tr. 1389-90). Cretin was aware that there had been comments from employees about favoritism, and did not want people to twist this into a favoritism issue. Aleman simply was not eligible for the position. (Tr. 1389-90, 1420). Cretin had no reason to give any other explanation for Aleman had been disciplined and would have known, from the very transfer form he signed, that employees who had received discipline within the past six months were not eligible for transfer. (EX 34-35; Tr. 1548-52).

Cretin had no discussion with Llarull about the Union. (Tr. 1391). Cretin never: (i) pointed at Llarull's Union pin; (ii) told her that Aleman was not promoted because of his Union activities or support for the Union; (iii) told her that the Hotel would never give him the position because of his Union activities or his Union button. (Tr. 1391).

## **H. Allegations Involving Christina Keeran - Complaint ¶ (c), (i) ¶**

### **1. Alleged Interrogation of Celia Vargas**

GRA Celia Vargas alleged that, at some point before her morning Trump Talk in March or early 2015, Keeran approached Vargas in the EDR and asked why Vargas wanted the Union and also told Vargas later in the afternoon that she had been "looking" for Vargas. (Tr. 1013, 1016, 1056-58). Christina Keeran was hired on March 10, 2008 as a status clerk at the Hotel. (Tr. 843, 940-41). In December 2013, Keeran was promoted to the position of Status Clerk Lead, a non-supervisory position. (GX 29-30; Tr. 943-44).<sup>7</sup>

As Status Clerk Lead, the only time Keeran is in the EDR in the morning is to pass out room keys and iPads to GRAs, which she does around 7:45 a.m. (Tr. 1454-55). Keeran has never inquired into why Vargas or any other Union supporter supports the Union. (Tr. 1454). Keeran does not go onto the floors where GRAs work nor does she typically talk with Vargas besides when passing out keys or if Vargas has questions about her points. (Tr. 1455-56).

---

<sup>7</sup> See Argument § IX.A, *infra*. and The Hotel's Motion for Summary Judgment, *infra*.

## 2. Alleged Threat of Reduced Hours to Ryan Aguayo

The General Counsel alleged that, on some unspecified date in June 2015, Keeran threatened Housemen Ryan Aguayo and Jose Perez that their hours would be reduced if they supported the Union.

This conversation never occurred. (Tr. 915). As Status Clerk Lead, Keeran does not have authority over the number of hours employees work. (Tr. 847-849, 904). *See also* Argument § IX.A, *infra*. The Hotel’s Motion for Summary Judgment, *infra*. Nonetheless, it would be impossible for on-call Housemen to work 20 hours per week, since they are all scheduled 8 hour shifts. (Tr. 915).

### ARGUMENT

#### I. APPLICABLE LEGAL STANDARDS

The Board’s well-settled test for determining a Section 8(a)(1) violation is an objective one:

[I]nterference, restraint, and coercion under Section 8(a)(1) of the Act does not turn on the employer’s motive or on whether the coercion succeeded or failed. The test is whether the employer engaged in conduct which, it may reasonably be said, tends to interfere with the free exercise of employee rights under the Act.

*American Freightways Co.*, 124 NLRB 146, 147 (1959). *See also Miami Systems Corp.*, 320 NLRB 71, n. 4 (1995), *enf’d in relevant part sub nom.*, 111 F.3d 1284 (6th Cir. 1997) (“The test to determine interference, restraint, or coercion under Section 8(a)(1) is an objective one . . .”). The General Counsel bears the ultimate burden of proving under this objective standard, interference, restraint or coercion in violation of the Act. *NLRB v. Fluor Daniel*, 161 F.3d 953, 965 (6th Cir. 1998); 29 U.S.C. § 160(c) (violations of the Act can be adjudicated only “upon the preponderance of the testimony” taken by NLRB). *See also* Section 7(c) of the Administrative

Procedure Act, 5 U.S.C. § 556 (“Except as otherwise provided by statute, the proponent of a rule or order has the burden of proof.”).

To prove a violation of Section 8(a)(3) of the Act, General Counsel must first establish a *prima facie* case of discrimination by showing that an employee’s protected activity was a motivating factor for the employer’s adverse action. *Wright Line*, 251 NLRB 1083, 1088-89 (1980), *enf’d*. 662 F.2d 899 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982); *Yellow Trans., Inc.*, 343 NLRB 43, 47 (2004). If General Counsel makes out a *prima facie* case, the Hotel may avoid a finding that it violated Section 8(a)(3) by demonstrating that it would have taken the same action in the absence of the protected activity. *See, e.g., Wright Line*, 251 NLRB at 1089.

**II. THE GENERAL COUNSEL FAILED TO SHOW THAT THE HOTEL’S TERMINATION OF MARTHA GUZMAN VIOLATED SECTIONS 8(a)(1) AND 8(a)(3).**

The General Counsel failed to establish even a *prima facie* case of discrimination. There is no evidence the two persons who made the decision to terminate Guzman were aware of her alleged Union activities prior to the termination, and the record is devoid of animus. Even assuming the General Counsel could establish those elements, the overwhelming evidence shows that the Hotel terminated Guzman for her poor attendance and violation of the Hotel’s attendance policy, despite numerous opportunities to improve. While it is undisputed that Guzman was terminated, she cannot point to any evidence showing that any protected concerted activity was a substantial or motivating factor in the termination decision. Indeed, the record reflects that the Hotel would have fired Guzman regardless of any alleged protected concerted activity.

**A. The General Counsel Failed to Establish a Prima Facie Case of Discrimination.**

To establish a *prima facie* case of for a violation of Section 8(a)(3), General Counsel must show by a preponderance of the evidence that: (1) the alleged discriminatee engaged in an

activity protected under Section 7 of the Act; (2) the employer had knowledge of that activity; (3) the employer harbored union animus; and (4) a motivational link exists between the employer's animus and the adverse employment action. *See, e.g., Addicts Rehab. Ctr. Fund, Inc.*, 330 NLRB 733, 742 (2000). *See also Yellow Transportation*, 343 NLRB at 47. General Counsel has failed to make the requisite showings in this case.

The General Counsel failed to show that any decisionmaker had knowledge of Guzman's purported Union activity or that Guzman's termination was motivated by Union animus.

**1. The General Counsel Failed to Establish that its Decisionmakers Were Aware of Guzman's Alleged Protected Activity**

The General Counsel's *prima facie* case must fail because she failed to establish that either Magana or Acosta were aware of Guzman's alleged Union support prior to her termination. It is well-settled that an employer cannot be unlawfully motivated by union activity where it has no such knowledge of that activity. *See, e.g., Cardinal Hayes Home for Children*, 315 NLRB 583, 588 (1994) (noting that General Counsel failed to establish *prima facie* case because, in part, the decisionmaker had no knowledge of the alleged discriminatee's union activity); *Diamond Ginger Ale, Inc.*, 125 NLRB 1173, 1177 (1959) ("Essential to such a showing [of an 8(a)(3) violation . . . is the [e]mployer's knowledge of the fact that his employee was a member of the Union or was actively engaged in its behalf, or both. For it would defy logic to say that an employer could discriminate against his employee because of union activity when the employer never knew of the employee's union membership or activity."); *Volt Info. Sciences*, 274 NLRB 308, 310 (1985) ("The determination of the validity of the charges made against the [employer]

depends, among other things, on the findings made respecting the [employer's] knowledge of the employees' union membership, support, or activities.”<sup>8</sup>

Guzman's sole claims to union activity are that she signed a Union authorization card on March 21, 2015 in the employee parking lot, and began wearing the yellow Union button after April 2015. (GX 16, 35; Tr. 1226-29, 1231). There is no record evidence that prior to March 21, 2015, Guzman engaged in any union or protected activity that could have motivated the Hotel's termination decision. (Tr. 1227). The General Counsel did not present any credible evidence that Magana was at any point aware that Guzman signed a union authorization card or that Guzman allegedly began wearing a Union button after April 2015. (Tr. 1189-90). Guzman did not know if Magana ever saw her wearing a Union button. (Tr. 1240). The only time Magana recalled Guzman wearing a Union button was during her termination meeting on July 22, after the SPI issued and the termination decision had been made. (Tr. 1190, 1240). Neither Guzman nor Magana testified to having any discussions regarding Guzman's alleged Union sympathies, and Magana had no knowledge as to whether she was active in the Union much. (Tr. 1190, 1240). In fact, Magana testified that Guzman generally stopped coming into speak with Magana after Guzman received her suspension in April. (Tr. 1189-90). According to Magana, Guzman was a generally quiet employee, did not seem to attend many Trump Talks, and if she did attend given she was quiet she was “easy to miss” at Trump Talks when employees were gathered. (Tr. 1191).

---

<sup>8</sup> The General counsel cannot argue knowledge based on the small plant doctrine. Magana supervised a department of over 300 housekeeping employees. (GX 12; Tr. 123, 169-70). Assistant Director of Human Resources Acosta supported a Hotel of 700 employees. (Tr. 123). See *Basin Frozen Foods, Inc.*, 307 NLRB 1406, 1410 (1992) (finding that “small plant doctrine” does not apply, in part, because there are over 160 employees at the facility in question); *Metro Center, Inc.*, 267 NLRB 288, 299 (1983) (holding that the “small plant doctrine” does not apply to a large facility with a number of employees “in excess of 100”); *Atlantic Metal Products, Inc.*, 161 NLRB 919, 920 (1966) (“[T]he size of the plant--some 180 employees--attenuates any inference of knowledge which might otherwise be drawn from such activity.”).

Similarly, the General Counsel did not present any credible evidence that Acosta had knowledge of Guzman's alleged Union activities or held any union animus. While Acosta was generally aware that some Housekeeping employees wore buttons, the record is devoid of any facts establishing the Acosta was ever aware of Guzman's alleged Union activity or her wearing of a Union button. There is simply no record evidence of Acosta's purported knowledge sufficient to establish the General Counsel's *prima facie* case. See *Cardinal Hayes Home for Children*, 315 NLRB at 588.<sup>9</sup>

Finally, to the extent the General Counsel claims that Floor Manager Wandick had knowledge of Guzman's Union support, this is utterly irrelevant given that Wandick was not involved in the termination decision. (Tr. 1184-86, 260-61, 1188). Wandick's limited involvement consisted of being tasked by Magana with issuing the SPI to Guzman after her July 7 absence because Magana had reached her wits end in dealing with Guzman's persistent attendance problems and emotional excuses. (Tr. 423, 1180-81, 1607-08). Wandick did not ultimately make the decision to proceed to an SPI, conduct the investigation, or ultimately decide that Guzman should be terminated. (Tr. 260-61, 1184-86, 1188, 1528). Nor is there any record evidence that Wandick shared his purported knowledge with Magana or Acosta. As such, any purported knowledge that Wandick had of Guzman's alleged activities is wholly irrelevant.<sup>10</sup>

---

<sup>9</sup> While Guzman claims that she wore her button when she met with Acosta to discuss her SPI on July 15, Acosta denies discussing the suspension with Guzman in-person, but merely discussed it over the phone on July 15. (Tr. 246-48, 1525-26). As discussed below, *see* Argument § II.C. Guzman proved herself to be a generally unbelievable witness and her testimony should not be credited. Thus, the General Counsel cannot establish Acosta's purported knowledge of Guzman's alleged button based on Guzman's testimony alone.

<sup>10</sup> The record for Wandick's purported knowledge is notably thin. Wandick simply testified that he knew Guzman supported the Union, without any explanation as to how he knew or when. (Tr. 423). Despite claiming she supported the Union, Wandick did not believe that Guzman ever wore a Union button. (Tr. 423-24). This fully supports Magana and Acosta, neither of whom testified as to any knowledge of her wearing a button prior to the decision to terminate. (Tr. 1190). See *State Plaza, Inc.*, 347 NLRB 755, 760 (2006) ("If, [knowledge of an employee's protected activity] is denied, we will not impute knowledge of union activities where the credited testimony establishes the contrary") (internal citations and quotations omitted.).

**2. The General Counsel Failed to Show that Guzman’s Suspension or Termination were Motivated by Union Animus.**

The General Counsel cannot satisfy its prima facie case because it has not shown that Magana nor any other manager harbored any Union animus against Guzman for engaging in protected activities. The General Counsel has the burden of proving by a preponderance of the evidence that animus against protected conduct was a motivating factor in the adverse employment action. *Wright Line*, 251 NLRB at 1089; *PHC-Elko, Inc.*, 347 NLRB 1425, 1426-27 (2006).

While there is no specific test to determine the existence of union animus, the Board has considered several potential indicators of union animus under a totality of the circumstances test, including (1) suspicious timing; (2) false reasons given in defense; (3) failure to adequately investigate alleged misconduct; (4) departures from past practices or disparate treatment of the discharged employee; (5) tolerance of behavior for which the employee was fired; and (6) background evidence coupled with adverse action taken against union supporters. *Auto Nation, Inc.*, 360 NLRB No. 141, slip op. at 11 (July 9, 2014); *Tim Foley*, 337 NLRB 328, 329 (2001) (background evidence coupled with adverse action taken against union supporters is an indicator of union animus).

Applying these factors to this case and as further explained below, it is apparent that the Hotel harbored no union animus.

**a. The Timing of the Hotel’s Decision to Terminate Guzman Was Not Suspicious**

The General Counsel will likely attempt to show animus by claiming that the Hotel stopped deducting Guzman’s attendance points and subsequently suspended and terminated her only after she allegedly began wearing a Union button after April 2015. It is difficult for the General Counsel to use timing to argue animus when the only credible evidence that Magana,

much less Acosta saw Guzman wearing a Union button was on the day of her termination. (Tr. 260, 1190, 1240). *See, e.g., Philips Electronics North America*, 361 NLRB No. 16, slip op. at 5 (Aug. 14, 2014) (holding that employer did not violate the Act when the decision to discharge employee had been made prior to the employer learning of the employee's protected activity); *Downtown Toyota*, 276 NLRB 999, 1016 (1985) (finding that employer had decided to discharge employee prior to the commencement of any union activity and, therefore, knowledge of that activity did not render the discharge unlawful).

Setting that aside, even if one were to assume knowledge from day one, the fact is Magana made her decision to hold Guzman accountable for her attendance failures *before* Guzman ever put on a button. Before the early April suspension that Magana had Kwon issue, Magana told Guzman that she could not help her anymore. (Tr. 1180). Moreover, it was on April 2, 2015 -- the day after Guzman was tardy and the only day Magana, Mariscal, and Kwon were working that week -- that Magana was able to talk with Kwon and ask him to issue the suspension. (EX 46-47; Tr. 1601-03). Kwon was off work after that and did not end up preparing the suspension until he returned on April 6th, and then issued it April 7th. (EX 2, 46-47; Tr. 1603). Given Guzman testified she started wearing her button "after April," Magana's decision to avoid being manipulated by Guzman's sob stories had already been made. (Tr. 1226-27). Even if one works from Guzman's affidavit, which was signed August 7, 2015, wherein Guzman said she started wearing her button four months before, the earliest she put on a button would have been April 7, 2015, again, after the decision to stop being taken advantage of by Guzman and to suspend her for the April 1 tardy had been made. (Tr. 1272-73). General Counsel simply has not proven that her wearing of the button occurred prior to the decision to stop making excuses for Guzman.



Even assuming Guzman wore the button before Magana's decision was made, and assuming Magana or Acosta were aware of Guzman's alleged Union button, the timing between her alleged union activities and her termination is anything but suspicious. Mere coincidental timing between Guzman's alleged protected activity and the decision to terminate is insufficient to infer anti-union motivation. *See, e.g., NEPTCO, Inc.*, 346 NLRB 18, 20 (2005) (“Coincidence in time between union activity and discharge or discipline is one factor the Board may consider . . . [b]ut mere coincidence is not sufficient evidence of [union] animus.”) (quoting *Chicago Tribune Co. v. NLRB*, 962 F.2d 712, 717-18 (7th Cir. 1992)). It bears noting that the Hotel did not make Guzman tardy on April 1st, and did not force her to call off in May and July. Her attendance problems were the cause for her discharge, not any alleged Union activity that just happened to occur around the same time.

Indeed, Guzman's termination did not come out of thin air once she allegedly began supporting the Union, but was, instead, the culmination of over a year's worth of staggeringly poor attendance, despite Magana giving her repeated opportunities to correct her attendance problems. Prior to any alleged union activity, Guzman received numerous counselings and disciplinary actions, had reached or exceeded the SPI level no less than nine times (EX 1 pp. 4-5, EX 6, p. 4), and received a “below expectations” rating for attendance and punctuality on her 2014 performance evaluation. (EX 29; Tr. 1191-93, 1270-71). Indeed, Magana credibly testified that it was in early February 2015, that Magana began to feel that Guzman was simply taking advantage of Magana's good faith, but had no intention of improving her behavior. (Tr. 1178, 1214). It was around this time that Magana warned Guzman she could not expect Magana to keep deducting her attendance points. (Tr. 1178-79, 1214).

Nevertheless, Guzman continued calling-off and showing up late, resulting in suspensions in April and May 2015, and her eventual termination after reaching 10 points in July 2015. Thus, Magana held Guzman accountable for her attendance issues *before* Guzman's April 1 tardy and *before* she allegedly began wearing a Union button. *Southwire Co.*, 277 NLRB 377, 389 (1985) (no violation where employer for suspending employee for tardiness after wearing a Union button where the employee received a written warning for attendance prior to his union activity); *Cy-Fair Volunteer Fire Dep't*, 16-CA-107721, 2015 WL 6430239 (Oct. 22, 2015) (holding that the employer sufficiently rebutted inference of animus where, although the employer disciplined the employee after learning of union activity, that same employee had been disciplined for similar activity prior to his union activity). Even assuming that Guzman began wearing a Union button after April 2015, that is nothing more than sheer coincidence and insufficient to infer animus. *See, e.g., NEPTCO, Inc.*, 346 NLRB at 20.

**b. The Hotel Did Not Give False Reasons for Guzman's Termination**

The General Counsel fails to provide any evidence, direct or circumstantial, that the Hotel's reasons for the alleged termination are false. The General Counsel does not dispute that Guzman reached the sufficient number of points to be suspended and terminated under the Hotel's attendance policies. Guzman was aware of the Hotel's punctuality and attendance policy located in its Associate Handbook. (GX 11 pp. 34-37; Tr. 1260). Under this policy, absenteeism is considered a "Level 3 violation" which may subject employees to discipline up to and including termination. (GX 11, p. 32). As discussed in Statement of Facts § II.A.1.a, *supra*, the Hotel's attendance policy operates on a point system, with employees being subject to a suspension at eight points and SPI for termination at ten points. (GX 11 pp. 34-37; Tr. 204, 1134, 1611).

As further discussed in Statement of Facts § II.A.2, *supra*, Guzman suffered from chronic attendance and punctuality problems dating back to her hire in 2013. After numerous occurrences in 2014 and early 2015, Magana explicitly warned Guzman that she could not keep giving her breaks and felt like Guzman was taking advantage of Magana's good faith. (Tr. 1178, 1214). Magana's warning occurred well before Guzman allegedly wore a Union button. (Tr. 1171, 1227-28). Nevertheless, Magana did one last favor to save by Guzman's job before reaching her limit by deducting seven full points in March 2015 after Guzman provided a doctor's note for her March 11 call-off, which brought Guzman down to seven points and avoided an SPI. (EX 6, p. 4; GX 14; Tr. 1163, 1179-80). Thus, when Guzman reached eight points again after being tardy on April 1, Magana decided to follow through on her earlier warning to Guzman and hold her accountable for her poor attendance. (EX 2; Tr. 1180-81, 1271, 1602-03). To avoid any further attempts by Guzman to play to Magana's compassion, Magana asked Kwon to issue the suspension. (*Id.*). After the April suspension, Guzman was suspended again in May, and on July 7, Guzman hit ten points when she called-off during a peak period. (EX 5-6). In accordance with the attendance policy, Magana had Wandick suspend Guzman pending an investigation. (GX 11, pp. 32, 34-37; Tr. 423, 1183, 1608).

The Hotel's investigation revealed Guzman had hit ten points, and had no legitimate excuse for doing so. (EX 6; Tr. 246-61, 1188). Indeed, the only doctor's note she provided excused Guzman from July 2 through July 5. (EX 10; Tr. 1245-47, 1252). The doctor's note comports with Wandick's July 2 email sent to the Housekeeping Department management, Administrative Assistant Mariscal, Status Clerk Lead Keeran, and the status clerks stating "Martha will be out **until the 5th**. Please do not do task sheet." (EX 32; Tr. 1457) (emphasis added). Thus, because the doctor's note did not cover July 7, there was no reason to think

Guzman was excused through July 7, and no reason to even consider whether Guzman should not have accrued points for her call-in that day.<sup>11</sup> The General Counsel has not presented any evidence that Guzman's point totals were inaccurate or that she had not reached the level warranting termination under the policy. The Hotel did not provide false reasons for Guzman's termination.

The General Counsel will, nonetheless, likely argue that the Hotel would not have terminated Guzman for attendance but for her alleged protected activity because Guzman had not been SPI'd or terminated after reaching ten or more points several times before. This argument also fails. While the Hotel's policies allow management the discretion to reduce points for various reasons, the Hotel is not obligated to do so *ad infinitum*. See, e.g., *Southwire Co.*, 277 NLRB at 389 (employer's previous tolerance of employee's absenteeism did show that employer unlawfully suspended employee for tardiness after wearing a Union button)..

The fact that Magana gave Guzman numerous breaks in the hopes that she would be able to correct her attendance issues does not mean that the attendance policy did not apply to Guzman. *Id.* Indeed, Magana issued several disciplinary actions to Guzman in the past, but tried to do what she could as manager to help Guzman with her personal issues and keep her employed. However, when it became apparent that Guzman had no intention of improving and was simply taking advantage of Magana's good faith, Magana simply followed the disciplinary steps outlined by the Hotel's policies. It is important to note that, at the end of the day, Magana was faced with an employee who: (i) had hit ten points (again); (ii) initially claimed ignorance as to how many points she had; (iii) did not have a doctor's note covering the day in question in order to even try to argue for some reason to excuse her absence; and (iv) provided no justifiable

---

<sup>11</sup> As noted, a doctor's note does not necessarily excuse an absence, although in this case, the Hotel did use the note provided to excuse Guzman from July 2 through July 5. (EX 10; 236-37, 1135-36).

excuse warranting point forgiveness. Thus, the Hotel was wholly justified in terminating Guzman for her attendance.

Finally, the General Counsel failed to show that any purported decisionmakers made any comments or otherwise demonstrated animosity against Guzman for her activities or otherwise. For over a year, Magana went out of her way to assist Guzman with her personal problems and listened as Guzman cried in Magana's office about what was happening with Guzman's personal life. (EX 1; Tr. 237-38, 1167-68, 1174, 1176, 1180, 1268-69). Magana felt bad for Guzman and wanted to help her out, which meant deducting numerous points from Guzman's attendance record to avoid additional discipline or termination. (Tr. 237-38, 1167-68, 1171, 1176, 1268-69). Magana's actions simply were not those of a rigid stickler for the rules who would now decide to have Guzman terminated simply because she wore a Union button. Additionally, Acosta credibly testified that he has an excellent working relationship with employees, both for and against the Union. (Tr. 1542). Human Resources must approve terminations and Acosta, as the person who investigated Guzman's absenteeism, ultimately approved the termination. (Tr. 188-87, 266).

**c. The Hotel Adequately Investigated Guzman's Attendance Record**

The General Counsel cannot show animus by claiming that Guzman was terminated without a full investigation into her attendance. After Guzman's absence on July 7 and the issuance of her SPI, Assistant HR Director Gustavo Acosta conducted a full investigation consistent with his practice in these situations. (Tr. 226, 246-48, 1157-58, 1184-85).

Acosta reviewed Guzman's schedule and attendance log for accuracy by comparing the notations on her attendance calendar with her schedules, time punches, and attendance records on the Hotel's Unifocus and Kronos systems. (Tr. 248-255). Reviewing the file, Acosta noticed

that Magana had previously given Guzman several breaks as to her points. (GX 14, EX 6; Tr. 227-28). Acosta reviewed those disciplines where Guzman claimed that she had skipped a previous disciplinary step or should not have accrued points at all, and determined that those claims were without merit. (Tr. 261).

Acosta also spoke with Guzman by phone, where she claimed that Mariscal told Guzman that she only had seven attendance points in July. (Tr. 257-61, 1525-26). Acosta spoke with Mariscal, who said she told Guzman she had seven points back in May, before the additional absences pushed Guzman to ten points. (Tr. 246-48, 1355). Acosta reviewed Guzman's attendance records, which corroborated what Mariscal told him. Guzman also inquired into whether Guzman had provided a doctor's note for her absence on July 7. Acosta further reviewed Guzman's doctor's note, which clearly noted that Guzman was to be excused from work only from July 2 through July 5. (EX 10). Acosta determined that Guzman should not have accrued points for those day covered by the doctor's note (which she did not), but had no other reason to believe that Guzman's July 7 absence should have otherwise been excused for some special reason that might warrant it being excused. (EX 10; Tr. 1245-47, 1252).

Reviewing all of the documentation and available information, Acosta determined that Guzman had exceeded the amount of attendance points warranting termination and informed Magana that the Hotel was proceeding to termination. (Tr. 226, 260, 1188).

Acosta scheduled a July 22nd meeting with Guzman and Magana to discuss Guzman's termination. (Tr. 260, 1188, 1256-57, 1528). At the meeting, Acosta informed Guzman that, despite the breaks Magana provided, Guzman again reached the maximum number of points allowed under the Hotel's policy and would be terminated. (Tr. 260-61, 1528). Acosta informed Guzman that he needed to be consistent with all employees and could not give her any more

breaks. (Tr. 261). The credible evidence shows that Acosta conducted a careful, fair, and thorough investigation into Guzman's attendance points, devoid of any consideration of her alleged union sympathies. The Hotel's investigation refutes any claim of Union animus. *See Auto Nation, Inc.*, 360 NLRB No. 141, slip op. at 11 (July 9, 2014) (no evidence of animus where the employer conducted "an investigation that was careful, fair, sensitive to [the employee's] rights, and devoid of any antiunion animus.").

**d. The Hotel Did Not Deviate From Its Past Practice When Terminating Guzman**

The General Counsel does not dispute that Guzman reached the sufficient number of points to be suspended and terminated under the Hotel's attendance policies. Guzman suffered from chronic attendance and punctuality problems dating back to her hire in 2013, which despite Magana's leniency, resulted in repeated counselings, disciplinary actions, and her subsequent termination. (Tr. 242-46, 259, 1161-67, 1170-83, 1188, 1251-52, 1256-57, 1262-65, 1270-71, 1528, 1602-03). That Guzman was ultimately terminated for her poor attendance is wholly consistent with the Hotel's past practice.

The General Counsel cannot show that Magana exceeded her authority in exercising - or refusing to exercise - her discretion in reducing Guzman's or other employees' attendance points. While Magana testified that she utilized her discretion to deduct points despite there being no explicit policy provision giving her the discretion, the Hotel's policy does, in fact, provide this authority:

Consideration will be given to circumstances surrounding an associate's absence. For example; absence due to death in the immediate family, military obligation, jury duty, FMLA leave, or work incurred injury will not be recorded as an absence for purposes of disciplinary action under this Policy. There may be other justifiable reasons as well.

(EX 11, p. 36; Tr. 1336). Magana exercised her discretion within the guidelines of the Hotel's attendance policy.

Indeed, since Magana became Director of Housekeeping in February 2014, she has not hesitated to deduct attendance points where warranted, but also to proceed to termination where employees meet or exceed ten attendance points. Between February 2014 and Guzman's termination in July 2015, the Hotel has terminated fourteen employees besides Guzman upon the accrual of their ten points; some of those employees previously had points deducted for various reasons. (GX 34, pp. 4-7, 57-62, 84-89, 94-98, 98-100; EX 49). The General Counsel failed to show that any of these terminations were motivated by union animus or had anything to do with employees' union sympathies. *See Great Atlantic & Pacific Tea Co.*, 260 NLRB 482, 483 (1982) (no violation where employer applied its policy to other employees who were fired and for whom there was no allegation that they were connected with any union activities in the plant).

The General Counsel will likely attempt to show that Magana strayed from her past practice by failing to continue deducting points from Guzman, while it deducted points from various other employees. (GX 34). This argument is nonsensical. The Hotel does not dispute that Magana exercised her discretion to deduct employee attendance points and maintains the authority to do so. (Tr. 200-01, 235-36, 600, 1212, 1613-14). As noted above, after joining the Housekeeping Department, Magana sought to build a rapport with employees and went out of her way to accommodate them when they provided excuses for various absences or tardies. (Tr. 1168-69, 1263-64). Guzman was also the beneficiary of an abundance of point deductions. (EX 1, 3; 1167-68, 1171, 1175-76, 1178, 1262-63). Indeed, GRA Maria Jaramillo, who testified to being far more active in the Union than Guzman, also had attendance points deducted by Magana during the campaign. (Tr. 595-96).



The General Counsel has not, and cannot show, that non-Union employees continued to receive point deductions after such a consistent pattern of poor attendance for such a prolonged period of time or were not subsequently terminated for attendance. Nor has it shown that Magana even deducted points where, as here, Magana had no excuse that might justify a deduction. In fact, General Counsel's Exhibit 34, which purports to establish Magana's practice of deducting points, includes no less than five individuals who, although receiving point deductions, were eventually terminated for excessive attendance points. (GX 34, pp. 4-7, 57-62, 84-89, 94-98, 98-100; EX 49).<sup>12</sup> Although GX 34 is irrelevant for purposes of showing *why* Magana deducted certain points, or whether other employees received deductions in situations similar to Guzman when Guzman did not, the fact that other employees received deductions and were subsequently terminated refutes any claim that the Hotel strayed from its past practices by not reducing Guzman's attendance points prior to her termination.<sup>13</sup>

**e. The Hotel's Previous Leniency With Guzman Does Not Establish Animus**

The General Counsel cannot demonstrate animus simply because Magana, believing she was being manipulated, ceased accepting Guzman's excuses wholesale and exercised her discretion to hold Guzman accountable for her poor attendance. The Board has found such evidence insufficient to support a disparate treatment claim where, as here, the employer demonstrates less tolerance for poor attendance after repeated warnings. *Southwire Co.*, 277 NLRB at 389 (employer's previous tolerance of employee's absenteeism did not show that

---

<sup>12</sup> In conjunction, GX 34 and EX 49 show that employees Ella Gray, Mileydi Hernandez, George Pena Rodriguez, Yanathon Rosales, and Victor Torres were terminated for attendance after receiving point deductions for various reasons. (GX 34 pp. 4-7, 57-58, 87-89, 101-03, 97-100).

<sup>13</sup> Notably, GX 34 is simply a collection of attendance sheets. It is not purported to be attendance sheets for every Housekeeping employee, or even the complete attendance sheets for the employees listed, and there is no evidence in the record which if any employees wore buttons, and, to the extent points were deducted, what the reasons were and whether their situations were comparable to Guzman's, and whether discipline did or did not issue.

employer unlawfully suspended employee for tardiness after wearing a union button where the employee received a written warning for attendance prior to his union activity).

The General Counsel also cannot show animus simply because the Hotel did not unilaterally decide to give Guzman special treatment -- which is precisely what would have been required here for Guzman not to be terminated. It is important to note that, with regard to the incidents leading to Guzman's termination, Guzman *never* attempted to have her points deducted for her suspension in May 2015, and there was no legitimate, justifiable reason why Guzman's points should have been deducted following her absence on July 7. (Tr. 260-61, 1528). While Guzman incredibly claims that she presented a doctor's note to Magana on July 8 and Magana said it was "fine," Magana was on vacation that day and did not return to work until July 9. (EX 41, 48; Tr. 1605-07, 1677). Magana eventually saw Guzman's doctor's note, but credibly testified that she never talked to Guzman about the note nor was provided any legitimate excuse by Guzman for why she should not have come to work on July 7. (EX 10; Tr. 258-59, 265, 1152-56, 1189). Indeed, Guzman's doctor's note clearly only excused her from July 2 through July 5. (EX 10). This comports with Wandick's July 2 email stating "Martha will be out **until the 5th**. Please do not do task sheet," which he reasonably sent after talking with Guzman on July 7. (EX 32; Tr. 1457) (emphasis added).

The General Counsel presented nothing but Guzman's hearsay testimony that her doctor told her that she was excused for five days. *See, e.g., Edmund Homes, Inc.*, 255 NLRB 809, 813-14 (affirming ALJ who noted that "[h]earsay is generally not admissible as evidence because the credibility of the declarant cannot be tested . . . . Where objected to, however, hearsay is excluded not because the statement is necessarily untrue, but because the method of proof is deficient-as opposed to live testimony, the trustworthiness of the declarant cannot be

examined.”). Besides Guzman’s own self-serving testimony, the General Counsel presented no corroborating evidence to support this claim. *Garvey Marine, Inc.*, 328 NLRB at 1008. While the General Counsel could have subpoenaed Guzman’s doctor to testify as to the discrepancy between the doctor’s note and Guzman’s hearsay testimony, she did not. Thus, the credible evidence shows that Magana never failed or otherwise refused to remove more of Guzman’s points because she harbored Union animus, but that she simply followed the Hotel’s attendance policies for an employee who had no justifiable reason to have points forgiven.

Moreover, any inference that Magana was motivated by Union animus is further refuted by the fact that Guzman was not assessed attendance points for her absences on July 2-4, but only after she failed to return to work on July 7th as scheduled. (EX 9, p. 7). *See Great Atlantic & Pacific Tea Co.*, 260 NLRB at 483 (“[E]xamples of leniency or reasonableness manifest no haste or desire to separate an unwanted union adherent at the first opportunity.”); *See Verizon Wireless*, 349 NLRB 640, 665 (2007) (holding that employee evidence of “extra chances” where employee had received numerous breaks and lesser discipline than warranted under attendance policy showed that employee was “not treated in a discriminatory fashion and [] properly discharged.”). Thus, the General Counsel has failed to show that Guzman’s termination was motivated by union animus and should dismiss Paragraph 6 of the complaint on that basis alone.

**f. There is No Background Evidence of Union Animus Coupled With Adverse Action Against Union Supporters**

***i. The Hotel’s Lawful Opposition to the Union’s Organizing Campaign is not Probative Evidence of Animus and Should Carry No Weight***

Section 8(c) of the NLRA states that expressing any views, argument, or opinion . . . shall not constitute or be evidence of an unfair labor practice . . . if such expression contains no threat of reprisal or force or promise of benefit.” 29 U.S.C. § 158(c). It is well-settled that opposing

unionization, without more, or simply stating a personal belief that employees are better off without a union does not establish unlawful animus. *See NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969) (“[A]n employer is free to communicate to his employees any of his general views about unionism or any of his specific views about a particular union, so long as the communications do not contain a ‘threat of reprisal or force or promise of benefit.’”); *Birmingham Chrysler Plymouth Jeep Eagle, Inc.*, 326 NLRB 1175, 1176 (1998) (“[O]pposition to unionization is insufficient in itself to establish animus.”). While the Board has also held that an employer’s opposition to unionization could be considered “background evidence” of animus, *see Tim Foley Plumbing*, 337 NLRB 328, 329 n.5 (2002), the Hotel’s lawful campaign activity by itself is not probative of union animus and should carry no weight in assessing the lawfulness of Guzman’s termination.

Aside from the General Counsel’s allegations concerning isolated incidents of allegedly unlawful conduct by individual managers and non-supervisory employees,<sup>14</sup> there is no evidence that the Hotel’s campaign relied on threatening or coercive messaging or tactics. There are no allegations of unlawful threats regarding the denial or promise of benefits in any of the Hotel’s campaign materials, at any of the Hotel’s campaign speeches, or during any of the voluntary meetings held at the Hotel. Indeed, the only campaign materials presented by the General Counsel were GX 36 and GX 39, which were introduced over the Hotel’s objections for extremely limited purposes unrelated to the issue of animus. (GX 36, GX 39; Tr. 1472-76, 1683-89). Thus, the Hotel’s lawful opposition to the Union’s organizing campaign provides absolutely no background evidence with which to infer union animus generally or in relation to Guzman’s termination.

---

<sup>14</sup> *See* The Hotel’s Motion for Summary Judgment as to the supervisory status of Status Clerk Lead Christina Keeran, *infra*. and Argument §§ V.C. and VI.B, *infra*, regarding the agency status of the Hotel’s Security Officers.

**ii. *The Union’s Current or 2014 Charges Are Not Probative Evidence of Animus and Should Carry No Weight***

The General Counsel’s repeated attempts to create an inference of union animus by improperly referring to the Union’s 2014 unfair labor practice charges against the Hotel should be given no weight. (GX 2-5).

As discussed in Statement of Facts Section I.B., *supra*, the parties settled a series of unfair labor practice charges in December 2014. (GX 6). The Settlement Agreement contained a non-admission clause, whereby the Hotel did not admit to any violation of the National Labor Relations Act. (GX 6; Tr. 134). The General Counsel sought to admit evidence of the prior charges “to establish knowledge of the employees as to the prior ULPs.” (Tr. 136). The Judge admitted the prior charges and Settlement Agreement into evidence solely on the grounds that the documents speak for themselves and would be given the appropriate weight in terms of what the General Counsel was purporting to show with them. (Tr. 136). Thus, to the extent the General Counsel attempts to show union animus by way of the prior charges, this Judge should refuse to make any such finding. *See Tri-State Building & Construction Trades Council*, 257 NLRB 295, 297 (1981) (“The Board stated that it ‘has frequently held that settlement agreements . . . have no probative value in establishing that violations of the Act have occurred and, hence, they may not be relied upon to establish a ‘proclivity’ to violate the Act.’”) (quoting *C & T Trucking Co.*, 191 NLRB 11 (1971)); *In Re T.K. Products, Inc.*, 332 NLRB 110 n.3 (2000) (usage of prior allegations of ULPs “runs afoul not only of the familiar prior bad acts bar [Fed.R.Evid. 404(b)], but [also], afoul of the rule prohibiting the substantive use of character evidence.”).

Moreover, even assuming that union animus could be inferred by the non-adjudicated 2014 charges alleging 8(a)(1) violations, which they cannot, given that the prior charges

occurred over six months prior to any alleged unfair labor practices here, the mere existence of those charges should have no independent or controlling weight in finding animus for purposes of the current Complaint allegations. *See Nat'l Sec. Techs., LLC*, 28-CA-22999, 2010 WL 5101105 (Dec. 14, 2010) (noting that conduct occurring more than six months prior to the filing of a charge, while possibly shedding light on a respondent's motivation, should not be given "independent and controlling weight.") (citing *Machinists Local 1424 v. NLRB*, 362 U.S. 411 (1960); *Monongahela Power Co.*, 324 NLRB 214 (1997)).

Additionally, the mere fact that the Union filed the current charges is insufficient evidence of animus. *Cf. In Re T.K. Prods., Inc.*, 332 NLRB at n.3.

***iii. The Hotel's Suspension of Discipline in June 2015 is Not Evidence of Animus***

To the extent the General Counsel attempts to show animus via the 2015 attendance calendar of Tricia Ledwon, which notes "Discipline Not Given Due to Union voting," or any other discipline not issued "per HR," this also fails to meet its burden. (GX 37-42; Tr. 1657-, 1675-76, 1678-79, 1709-10, 1711-12). Shortly after the Union filed its representation petition in June 2015, Assistant Human Resources Director Gustavo Acosta notified Assistant Housekeeping Director Kwon to cease issuing discipline to employees until further notice. (Tr. 1724-25, 1731). Given the upcoming election, the Hotel put the discipline on hold for the entire Hotel in order to avoid any appearance of retaliation. (Tr. 1728-29). Gustavo told Kwon the purpose behind putting the discipline on hold. (Tr. 1728-29). Although discipline was put on hold, employees were still assessed points under the Hotel's attendance policy. (Tr. 1709).

Magana was on vacation when the directive was issued, but was informed when she returned by either Kwon or Wandick. (EX 41, 48; Tr. 1675-76). No discipline was issued in the Housekeeping Department during the month of June 2015. (Tr. 1727). Magana stated that the

Hotel resumed issuing discipline sometime after she returned from vacation on July 9. (EX 41, 48; Tr. 1712-13, 1727, 1731).

While the Housekeeping Department's discipline was on hold, a number of draft disciplinary notices began to pile up in the binder where they were kept. (Tr. 1708). In or around the end of June or early July 2015, after the election was put on hold, Administrative Assistant Mariscal asked Floor Manager Wandick what they should do with the disciplinary notices. (Tr. 1727). Wandick asked Acosta, who informed him that, given that the discipline had been sitting for a while, the Housekeeping Department should note on the employees' attendance calendars that no discipline was issued "Per HR." (Tr. 1718, 1727). Wandick informed Mariscal of Acosta's directions, who confirmed with Acosta what she should write on the attendance calendars. (Tr. 1726). Mariscal placed a majority of the notes on the calendars with assistance from Wandick. (Tr. 1710-11, 1718). Eventually, Ledwon's attendance calendar came across Acosta's desk and he saw that someone had put "Per HR Discipline Not Given Due to Union Voting." (Tr. 1730). Acosta instructed Keeran to fix the calendar to only state that discipline was removed "Per HR." (Tr. 1730, 1734).

Even assuming the Hotel suspended issuing discipline to avoid the appearance of interference in the lead-up to election, the Hotel fails to see how this could be evidence of Union animus. The Hotel's witnesses credibly testified that the discipline was not withheld based on employees' Union support or whether they wore Union buttons. (Tr. 1728, 1731). No employee, whether pro- or anti-Union, received discipline during this period. For example, while Exhibit 39 purports to show that GRA Ledwon supported the Hotel, the Hotel also held the discipline of known Union supporters, including Eleuteria Blanco, Ryan Aguayo, and Alicia Williams. (EX 50; Tr. 1716). Thus, the fact that the Hotel placed attendance discipline on hold throughout the

Hotel regardless of employees' Union sympathies, fails to show that the Hotel harbored Union animus.

*iv. There is No Evidence of Adverse Actions Against Union Supporters*

The credible evidence shows that the Hotel has continued bestowing benefits upon other Union supporters despite their Union activities. Such evidence refutes any inference that the Hotel harbored Union animus.

Indeed, as discussed in Statement of Facts § II.G.1, *infra* Carmen Llarull, arguably the most active Union supporter and organizer, received training opportunities and the extra pay that comes along with it, despite her Union activities. (EX 42; Tr. 1583-86). Likewise, Ofelia Diaz, a Committee Leader and active Union supporter received additional training opportunities in that time span. (EX 43; Tr. 1587-89).

Moreover, Union supporter Ryan Aguayo received a promotion in or around June 2015, despite his Union activities and after the 2014 and current charges were filed. (Tr. 963-65, 967-68). Likewise, GRA Maria Jaramillo, an active union Committee Leader, had attendance points deducted by Magana during the campaign despite her open Union activities. (Tr. 595-96).

In fact, there is no record evidence of the Hotel taking any adverse action against any other Union supporter based on Union animus following the settlement of the 2014 charges.<sup>15</sup> Throughout the hearing, and over the General Counsel's objections, Union supporters and Committee Leaders failed to identify any adverse employment action that the Hotel has taken against them following the settlement of the 2014 charges. (Tr. 371-72, 1055-58). Therefore,

---

<sup>15</sup> Indeed, the Hotel's attempts to introduce disciplinary history of known Union supporters was deemed irrelevant by the General Counsel, who declared that they were not alleging that other Union supporters had been discriminated against after the 2014 settlement. (Tr. 1531-41).



the General Counsel has failed to show that the Hotel harbored any union animus that would have been the motivation of Guzman's termination.

The General Counsel has plainly failed to satisfy the third prong of her *prima facie* case, and the Section 8(a)(3) allegation should be dismissed on this basis alone. *See, e.g., Beverly Enterprises, Inc.*, 287 NLRB 158, 167 (1987) (upholding Administrative Law Judge's finding that discharge was not unlawful because there was no union animus on the part of the employer).

### **3. There Is No Motivational Link Between Guzman's Alleged Protected Activity the Hotel's Termination of Her Employment**

The General Counsel did not offer any evidence that Guzman's discharge was motivated by her alleged wearing of a Union button after April 2015. Moreover, there is no credible record evidence that decisionmakers Magana or Acosta had any knowledge of the activity prior to the termination.

It is apparent that Guzman's continuing tardies and call-offs provided the motivation for her termination after eventually reaching ten points in July 2015. The Hotel did not unduly delay deciding to discharge Guzman or advising her of the discharge. *See, e.g., United Cloth Co.*, 278 NLRB 583, 588-89 (1986) (no link between protected activity and adverse action where there was not undue delay in deciding to discharge an employee or advising the employee accordingly).

The General Counsel thus cannot make out a *prima facie* case with respect to Guzman's discharge because she cannot satisfy the fourth prong. *See, e.g., id.* (General Counsel must prove a link under *Wright Line*; where there is no link between the adverse employment action and the protected activity, the General Counsel fails to establish a violation of the Act).

Because the General Counsel could establish a *prima facie* case, the Section 8(a)(3) allegation related to Guzman's termination should be dismissed.

**B. The Hotel Would Have Terminated Guzman for Her Excessive Attendance Issues Regardless of Any Alleged Union Activity.**

Even if the General Counsel could demonstrate a prima facie case, which it cannot, the Hotel has shown that Guzman would have been terminated notwithstanding any alleged protected activity. *Wright Line*, 251 NLRB at 1086-87; *Ichikoh Mfg. Co.*, 312 NLRB 1022,1025 (1993). In making this determination, the Board should “not engage in any analysis as to whether the disciplinary decision taken by the Company was ‘wise or well supported.’” *West Limited Corp.*, 330 NLRB 527, 528 n.5 (2000). Nevertheless, the Hotel has shown ample justification for Guzman’s termination.

As discussed above, despite repeated warnings, Guzman continued to violate the Hotel’s attendance policy and exceeded the number of points warranting her suspension and ultimate termination. (EX 1, 3, 6-9, 14; Tr. 260-61, 1188). Guzman was aware of the Hotel’s punctuality and attendance policy which subjected her to a suspension at eight points and SPI for termination at ten points. (GX 11, pp 34-36; Tr. 204, 1134, 1611). Nevertheless, she suffered from chronic attendance and punctuality problems dating back to her hire in 2013, which despite Magana’s leniency, resulted in repeated counselings, disciplinary actions, and her subsequent termination. (Tr. 242-46, 259, 1161-67, 1170-83, 1188, 1251-52, 1256, 1262-65, 1270-71, 1528, 1602-03). Guzman’s termination for violation of the Hotel’s attendance policy is a legitimate reason for termination. *See Verizon Wireless*, 349 NLRB at 665 (employee lawfully terminated for violation of attendance policy; *Southwire Co.*, 277 NLRB at 389 (employer demonstrated it would have disciplined employee for violation of attendance policy despite protected activity); *Ichikoh Mfg. Co.*, 312 NLRB at 1025 (“[G]iven [the employee’s] long history of absenteeism problems and disciplinary writeups, we find that the [employer] has met its *Wright Line* burden of establishing that it would have suspended and discharged [the employee] even in the absence

of his union activities.”). Guzman is not immune from being held accountable to follow the attendance policy and practice simply because she may have engaged in Section 7 activity. *See, e.g., Overnight Transportation Co.*, 254 NLRB 132, 154 (1981) (“The fact that [alleged discriminatee] was . . . active on behalf of the Union does not grant him immunity from discipline for non-discriminatory reasons.”).

Moreover, that Magana exercised her discretion to repeatedly accept Guzman’s excuses and deduct attendance points does not mean that the attendance policy did not apply to Guzman or that she would never suffer any consequences from her repeated violations of the policy. *Southwire Co.*, 277 NLRB at 389. Guzman reasonably should have known prior to any alleged protected activity that she was on thin ice and that she could not rely on Magana to continue deducting her attendance points at Guzman’s whim. After all, Magana had told her exactly that. (Tr. 1167-68, 1174).

This is especially true where Guzman produced no justifiable excuse for her absences. She did not even try to wiggle out of her May suspension. (EX 5; Tr. 1182-83). And as addressed in Statement of Facts § II. A.2., *supra*, she provided no reason for why anyone should excuse her July 7th absence.

Further, the evidence shows that while Magana has deducted points from employees regardless of their Union sympathies, she has also been willing to proceed to termination. (GX 34; EX 49). *See, e.g., Ichikoh Mfg., Inc.*, at 1025 (evidence showing comparable discipline for comparable incidents proves that the challenged employment action would have occurred in the absence of union or other protected activities); *Great Atlantic & Pacific Tea Co.*, 260 NLRB at 483 (no violation where employer applied its policy to other employees who were fired and for whom there was no allegation that they were connected with any union activities in the plant).

Indeed, no less than fourteen other employees who were terminated for attendance issues since Magana became Director in February 2014, with at least five of those having had points deducted at one point or another. (GX 34, pp. 4-7, 57-62, 84-89, 94-98, 98-100; EX 49).

Therefore, even if the General Counsel could make a prima facie showing of Union animus, which it cannot, the Hotel has shown that Guzman would have been terminated notwithstanding any alleged protected activity. Accordingly, the General Counsel's allegation should be dismissed. *Wright Line*, 251 NLRB at 1086.

**C. Guzman was Not a Credible Witness.**

Viewed as a whole, Guzman proved to be an incredible witness. Not only was Guzman impeached by her Board affidavit, her version of events strained credulity, and she refused to acknowledge her testimony's inconsistencies when confronted.

**1. Guzman Omitted Crucial Facts from her Board affidavit.**

Guzman impeached herself on cross-examination. Specifically, Guzman testified that she gave Magana a doctor's note when she returned to work on July 8 and Magana said that the note was "fine," even though it only excused Guzman from July 2 through July 5. (Tr. 1234, 1258). However, in her affidavit to the Board, which she provided to Counsel for the General Counsel Judith Davila on August 7, 2015, Guzman made no mention of giving the note to Magana or that Magana ever said her note was "fine." (Tr. 1258).

It defies credibility that Guzman, shortly after her termination, would fail to mention this crucial fact to the Board agent investigating her discrimination charge. (Tr. 1233). The only legitimate reason that Guzman would not have mentioned this alleged conversation in her affidavit is clear -- it never happened. The Judge should discredit Guzman's testimony given this glaring omission. *See, e.g., Service Spring Co.*, 263 NLRB 812, 823 n.8 (1982) ("[T]he omission of a fact crucial to the ultimate issue of one's discharge raises a substantial question concerning

his credibility.”). Indeed, it could not have happened since Magana was on vacation on July 8th. (EX 41, 48; Tr. 1605-1607, 1677).

Similarly, Guzman claimed that Wandick told her that she was “fired” on July 15, when Wandick provided Guzman with her SPI disciplinary notice. (Tr. 1257-58). However, in her affidavit, Guzman stated that “[Wandick] handed me a piece of paper that stated I was suspended because of 10 points.” (Tr. 1258). Guzman testified that “I know I didn’t put it, but that’s [] how he said it.” (*Id.*). Thus, the question remains, did Wandick say Guzman was suspended or that she was fired? Of course, Guzman was not fired on July 15, but was suspended pending the Hotel’s investigation of her attendance records. (EX 6). That is clear from the face of the SPI that she received July 15th and on which she wrote out her associate comments. (EX 6; Tr. 246-48). Nevertheless, that Guzman now claims that Wandick “fired” her on July 15, when her Board affidavit -- which she provided shortly after her termination, -- states that Wandick suspended her, undermines her credibility. *See, e.g., Fibracan Corp.*, 259 NLRB 161, 173 (1981) (affirming ALJ’s credibility findings where witness testimony was discredited in part because it contradicted statements made in affidavit); *New England Motor Freight, Inc.*, 297 NLRB 848, 851 (1990) (finding witness incredible where his testimony was inconsistent with his affidavit); *Hillside Bus Corp.*, 262 NLRB 1254, 1269 (1982) (witness was one of the least credible ever experienced by the ALJ where “[t]here were contradictions among her testimony at different points in the proceeding, contradictions between her testimony and her affidavit, and contradictions between her testimony and that of other witnesses.”); *Yaloz Mold & Die Co., Inc.*, 256 NLRB 30, 33-35 (1981) (finding witness incredible “[o]n the basis of the changes in his testimony, together with the discrepancy between his testimony and his affidavit”).

Guzman's testimony cannot be credited to the extent that she added material facts that she omitted from her Board affidavit or contradicted her affidavit.

**2. Guzman's Testimony was Generally Unbelievable.**

Guzman's testimony was downright dishonest and generally unworthy of credence in its failure to comport with reality or common sense. Guzman offered nothing other than lies, half-truths, and unbelievable excuses, contradicted clear documentary evidence, and repeatedly tried to blame others for her own documented performance deficiencies. Notably, Guzman, caught in her own unbelievable story, claimed to have a "headache" in order to try to avoid further cross-examination. (Tr. 1260-61). Thus, as the Judge witnessed firsthand, Guzman will use any excuse she can to avoid owning up to her conduct. Her testimony should not be credited.

***a. Guzman's Claims That Her Doctor Excused Her for Five Days is Incredible***

To begin, Guzman's entire claim relies on an uncorroborated hearsay statement by her doctor, in which he allegedly told her that she would be excused from work for five days. (Tr. 1246-47, 1276). Guzman's hearsay testimony is unreliable. *See, e.g., Edmund Homes, Inc., 255 NLRB at 813-14.* Moreover, the Judge should draw an adverse inference because the General Counsel did not subpoena Guzman's doctor to testify as to this alleged statement and presented no other witness who could corroborate Guzman's claim. *See Int'l. Automated Machines, Inc., 285 NLRB at 1123.* The assumption that Guzman's doctor would contradict her testimony and his own doctor's note is especially safe here, where the evidence clearly shows that Guzman is lying.

Then, Guzman claims that she called Wandick from the Hospital and told him that her doctor excused her for five days. (Tr. 1232-33, 1244-45). The record demonstrates that this is completely false. While Guzman spoke to Wandick at some point on July 2, she told Wandick

that she would be off through July 5, which is why Wandick sent an email on July 2 to the Housekeeping Department management and others stating “Martha will be out **until the 5th.**” (EX 32; Tr. 1457) (emphasis added). Notably, what Wandick reported -- at a time when there was no reason to make up a different excused absence date -- is exactly what the doctor wrote on the doctor’s note Guzman now claims she never read. (EX 10). Guzman told Wandick she was off until July 5th, not for five days.

Regardless, Guzman’s purported belief that the five days off allegedly granted by her doctor included July 7 defies common sense. By any reasonable count, five days would have run from July 2 through only July 6. Guzman, however, goes a step further to claim that these five days did *not* include July 2, the day she left work in an ambulance, because she for some reason did not need an excuse for that day. (Tr. 1262). Guzman’s testimony is absurd given that, in order for her to have not reached the points necessary for termination, each of the days she was off from July 2 through July 7 needed to have been excused. Guzman’s claim that July 2 did not need to be excused is simply a *post hoc* rationalization in order to begin the five-day clock on July 3, bringing July 7 within the five day period.

Further undermining Guzman’s absurd claim that July 2 was not included in the alleged five days off provided by her doctor is the fact that Guzman did not bother calling off work for her shifts on July 3rd and July 4th, yet called off on July 7th. (EX 7, 28, 32; Tr. 246-250, 1155, 1183, 1251, 1340). Had Guzman legitimately believed that July 7 was included in the five days off, she would not have called in that day, as she had on July 3 and July 4. (Tr. 1233). *Cf. Volt Information Sciences*, 274 NLRB at 319 (finding employee’s story improbable and rife with contradictions and ambiguities where she claimed she was not due back at work until September 9, yet called on September 1 to get more time and then reported for work September 8). Guzman

attempts to skirt this inconvenient truth by claiming that she did not call off on July 7. (Tr. 1251-52). However, she failed to provide any explanation for Rubi's email to the Housekeeping management team stating that Guzman called off at 4:15 a.m. that morning. (EX 7, 28, 32). Guzman does not claim that Rubi had any reason to lie about her calling off. (Tr. 1251-52). Rubi was not psychic. Guzman called him to report she was calling off for a day she now inconceivably claims she already had off.

Notably, in the "associate comments" box of her SPI, Guzman does not claim that she was excused for five days, that she could not have received points for calling off because she never called off, or that she otherwise should not have accrued points on July 7. (EX 6; Tr. 1255-56). Instead, she only complains that she should not already be at ten points. (EX 6, p. 2). She basically admits that she had no excuse for the absence itself. Guzman could offer no legitimate reason for this omission other than that there was "no reason to remind them" of her doctor's note. (Tr. 1256). Had Guzman legitimately believed she was excused for July 7, she would have written *that* in the comments box instead of trying to shift the blame to Mariscal for telling her she had fewer points. But she did not -- because she had not come up with that excuse yet.

***b. Guzman's Doctor's Note Debunks her Lies***

Beyond all of Guzman's lies and uncorroborated hearsay, lies the smoking gun that is the actual doctor's note, which clearly only excused her from July 2 through July 5. (EX 10). Not to be dissuaded, Guzman incredibly claimed that, between her doctor's visit on July 2 and her eventual return to work on January 8, she at no point looked at or read her doctor's note, but relied entirely on her doctor's alleged statement that she was excused for five days. (Tr. 1246-47). Despite the fact that Guzman's lack of diligence would not legitimately excuse her absence, it lacks all credence that Guzman would not bother to even look at the doctor's note that she



needed to excuse her absences and avoid losing her job. Any reasonable individual would at least check to ensure that the doctor's note accurately stated the number of days off, especially before providing it to an employer so that absences could be excused. There is also the interesting question of how, if Guzman never read the doctor's note, Wandick after speaking with Guzman could have accurately reported exactly what the doctor wrote. (EX 32). Guzman's story simply makes no sense and should not be credited.

***c. Guzman's Attempt to Blame Mariscal Should Not be Credited***

As for Guzman's claim that it was Administrative Assistant Mariscal's fault for telling Guzman in July that Guzman had 7 points, that is in itself another lie. (*Id.*). At hearing, Guzman admitted that she spoke to Mariscal about her points *before* July. (Tr. 1260). In fact, Mariscal credibly testified that Guzman asked about her points in May 2015, two months prior. (Tr. 1354, 1358, 1608-09). Between May 1 and May 16, Guzman did, in fact, have seven points on her record. (EX 6, p. 4). At best, Guzman simply lost track of time and her total attendance points and believed she was at 7 points when she called off on July 7. More likely, however, given Guzman's track record, this is yet another example of Guzman manufacturing any excuse she can -- true or not -- to avoid the repercussions of her poor attendance.

***d. Guzman's Alleged Inability to Remember or Accurately Testify as to Crucial Facts Undermines Her Credibility***

Guzman's testimony also proved incredible because she either failed to recall or misremembered many salient facts surrounding her attendance issues and eventual termination. Guzman's claim that she returned to work on July 8 and provided Magana with her doctor's note is patently untrue. Magana was on vacation at that time and did not return to work until July 9. (EX 41, 48; Tr. 1605-1607, 1677). Guzman, however, did not work on July 9. (EX 8; Tr. 1248-50). Thus, the first day that Guzman would have had the opportunity to give her doctor's note to

Magana was on July 10. (EX 8; Tr. 1248-1250). Guzman, however, claims she did not work between July 8 and July 15. (Tr. 1249). This is also untrue, as Guzman's time records show that she also worked July 10 and July 12. (EX 8; Tr. 1249-52). Nevertheless, Guzman does not claim to have shown Magana the doctor's note on either of these days and Magana does not recall ever receiving the note from Guzman or discussing the doctor's note with her. (Tr. 1246-47, 1276). While Magana testified that she saw the doctor's note at some point prior to Guzman's SPI, Guzman's story that she gave it to Magana on July 8 and Magana said "everything is ok" simply does not add up.

Guzman also incredibly failed to recall the vast majority of instances where Magana deducted points from Guzman's record, failed to recall the numerous conversations she had with Magana regarding her attendance, and failed to even acknowledge that her attendance was unacceptable. (Tr. 1263-1266). This despite Guzman signing off on her suspensions in 2014 and 2015, as well as her 2014 performance evaluation which gave her a "below expectations" rating for attendance. (EX 1-3, 29; Tr. 1267-1269).

*e. Guzman Continues Making Excuses and Refuses to Acknowledge her Poor Attendance Record*

All that Guzman has demonstrated is the ability to come up with false excuses, time and again, for why she should not receive discipline for her poor attendance. She denied being tardy on December 3, 2014, despite the Hotel's time records clearly showing that she was twenty-eight minutes late for her shift. (EX 1; Tr. 1167-68, 1175-76). After receiving a suspension in May 2014, she wrote in the associate comments box that she never received a second written warning, yet she clearly received and signed her second written warning in February 2014. (EX 3-4; Tr. 1167, 1171). Guzman's attempt to claim that she did not sign and does not recall her May 18, 2014 suspension defies belief. (Tr. 1269-1270). Guzman, did not claim to know anyone else

who would have signed the disciplinary record besides her. (Tr. 1269-1270). In fact, former Floor Manager Imelda Cretin, who issued the May 18, 2014 disciplinary notice to Guzman, credibly testified that she has all employees sign and write any comments in the associate comment in her presence. (Tr. 1400-01). Guzman's failure to even acknowledge her attendance issues is not only emblematic of the Hotel's legitimate reason for terminating her, but also demonstrates her general lack of credibility. *See The Jewish Home for the Elderly of Fairfield City*, 343 NLRB 1069, 1109, 1112 (2004) (finding in favor of the employer, in part, because the charging party was deemed less credible as a result of her refusing to acknowledge documented tardiness issues).

In sum, Guzman's testimony does not comport with the undisputed evidence presented at hearing and should not be credited where it conflicts with any other witness. Guzman revealed herself as someone who, to this day, fails to acknowledge the performance deficiencies which served as the basis for her termination and continues to concoct excuses to avoid the repercussions of her poor attendance. The General Counsel has failed to show that the Hotel violated Sections 8(a)(1) or 8(a)(3) of the Act by terminating Martha Guzman for her attendance.

#### **D. The Hotel's Witnesses Were Credible**

Unlike Guzman, the Hotel's witnesses proved to be far more credible and forthcoming. Magana cogently and honestly testified to her numerous interactions with Guzman about her attendance, attempts to assist her with her personal issues by deducting attendance points, and genuine feelings that Guzman was trying to play her as a fool. (Tr. 1178, 1214). Unlike Guzman, Magana's timeline of events from when she decided enough was enough comports with the disciplinary records and the fact that Kwon and Wandick began signing Guzman's disciplinary forms after Magana told Guzman enough was enough in March 2015. Magana credibly testified to being generally unaware of Guzman's purported Union sympathies until the

day of the termination meeting. Moreover, given the Magana's truthful testimony regarding her history of bending over backwards to accommodate Guzman, it defies reason that Magana would seize on the mere wearing of a Union button, at a time that many employees were much more active in the Union's campaign, as a reason to terminate Guzman.

Likewise, Acosta offered cogent and honest testimony as to his investigation of Guzman's attendance history and conclusion that termination was warranted after Guzman exceeded ten points. The General Counsel can point to nothing in Acosta's testimony to indicate that Acosta did not conduct a thorough investigation of Guzman's attendance points, without considering any alleged union activities. *See* Statement of Facts § II.A.2., *supra*; Argument § II.A.2.c., *supra*. Indeed, Acosta credibly testified that employees "love him" and he has an excellent working relationship with employees, both for and against the Union. (Tr. 1542).

Mariscal also honestly testified as to her role in maintaining employees' attendance trackers and her conversation with Guzman regarding her points back in May 2015. Indeed, the documentary evidence supports Mariscal's testimony that she truthfully told Guzman that she had accrued seven points in May 2015, not July. As a non-managerial employee testifying under subpoena, Mariscal had no reason to lie about what she told Guzman or when she told it to Guzman and certainly had no reason to lie to Guzman about her points.

Finally, Wandick also credibly testified as to his involvement in issuing Guzman's SPI and reasons for her termination. As this Judge is aware, Wandick was incredibly difficult to track down after his first day of testimony and clearly was not eager to volunteer his time to testify in the Hotel's favor. (Tr. 394-95). Yet, when asked straightforward questions such as why Guzman was terminated, he truthfully testified that Guzman was terminated for her attendance issues. (Tr. 423-24). As a former employee, Wandick had no reason to lie on the

Hotel's behalf. *Flexsteel Industries*, 316 NLRB 745, 749 (1995) (“[A]s a former employee who has no reason to lie . . . I found [the witness] credible.”); *Loewen Grp. Int’l, Inc.*, 32-CA-16730, 1999 WL 33452937 (Feb. 3, 1999) (“[The witness’] denial of the statement, particularly since she was a former employee with nothing to gain by fabricating, was also credible.”).

In total, the Hotel's witnesses were far more credible than Guzman. The General Counsel's allegations should be dismissed.

### **III. THE GENERAL COUNSEL FAILED TO SHOW THAT MAGANA INTERROGATED, INTERFERED WITH, OR THREATENED EMPLOYEES BY TELLING THEM THAT SHE WAS SEEING THEM AS A TRAITOR**

The General Counsel alleges that, on or about June 15, 2015, Magana interrogated GRA Lourdes Antonia Garcia in Magana's office and told her that “because at this time I see you as a traitor,” because of her Union button. The evidence presented at hearing not only shows that the alleged interrogation and threats could not have occurred on the date and time at issue, but did not happen at all given the glaring discrepancies in the witnesses' versions of events and the logistical improbability that the General Counsel's corroborating witness heard what she claims she heard. Nevertheless, even if Magana made the comments Garcia alleges, they would not rise to a violation of Section 8(a)(1).

#### **A. Magana Never Told Anyone She Was Seeing Them as a Traitor.**

The documentary evidence shows that that only conversation Magana had with Garcia in June in her office occurred on June 19th, concerning the campaign meetings. Garcia was not working on June 15, thus could not have had a conversation with Magana regarding her Union button on that day. (EX 37, 40; Tr. 1573-74). Nor did Magana talk with Garcia on June 16. (Tr. 1579).

On Friday, June 19, 2015, however, Magana did speak with Garcia regarding whether Garcia attended the voluntary campaign meetings with labor consultants Cruz & Associates.

(EX 36; Tr. 1558-59). Magana needed to know that information for purposes of ensuring Garcia had her room credits reduced to reflect she had less time that day to clean rooms. (Tr. 1559). After Garcia expressed some confusion about the class, Magana merely explained that the class “is a class about the employee rights, about your rights.” (Tr. 1559). This was the extent of the conversation, which lasted less than five minutes. (Tr. 1559-61). Magana never told Garcia she was seeing her as a traitor, never said she was disappointed in Garcia because she wore a button, never pointed at her button, never said she thought Garcia was on her side, and never said that she saw that Garcia was the one who attended Union meetings. (Tr. 1560-61). This is hardly a violation of Section 8(a)(1).

**B. The Credible Evidence Rebutts Garcia’s and Jaramillo’s Versions of Events.**

**1. Garcia’s and Jaramillo’s Stories Do Not Add Up.**

The gist of Garcia’s claim is that, after turning her keys and iPad into the Floor Manager, who was seated at the Floor Manager’s desk nearest to Magana’s office door, Magana saw Garcia’s Union button, called Garcia into her office, and allegedly said “[b]ecause at this time I see you as a traitor” ” and commented on Garcia attending Union meetings. (EX 38-39; Tr. 746-47, 749-50). Garcia claims to have been seated in the left chair in Magana’s office -- furthest from Magana’s office door -- and facing away from the rest of the housekeeping department. (EX 18(a), (e), 38-39; Tr. 758, 762). GRA Maria Jaramillo claims that she overheard Magana’s comments to Garcia while Jaramillo was either in line waiting or in the process of returning her keys and iPad to Floor Manager Imelda Cretin, who was allegedly seated at the Floor Manager’s desk closest to Magana’s office. (EX 18(a), (e); Tr. 579-81).

First, the timelines offered by the General Counsel’s witnesses simply do not add up. Garcia could not recall specifically, but claims that she first wore her button to work on June 15 or 16, a day or two after her birthday, which was Saturday, June 13, 2015. (Tr. 749-50).

Jaramillo testified that she overheard Magana's conversation with Garcia on June 15. (Tr. 586, 590). However, Garcia did not work that day, so could not have had a conversation with Magana for Jaramillo to overhear. (EX 37, 40; Tr. 1573-74). Garcia and Jaramillo, however, would have worked together on the same shift on June 16. (EX 37; 40; Tr. 1574-75). Moreover, while Magana credibly testified to speaking with Garcia on June 19, Jaramillo did not work that day. (EX 37; 40; Tr. 1574-75). Thus, to the extent the alleged conversation occurred and Jaramillo overheard it, the only date that it could have occurred is June 16 -- but Magana credibly testified that the only conversation in her office with Garcia occurred on June 19th. (Tr. 1579).

Setting aside the date issue, Garcia's and Jaramillo's wildly different version of events further undermine their credibility and demonstrate the traitor conversation never occurred.

- Garcia claims that Jamarillo was in the Housekeeping office with her at the time Magana called her into Magana's office, and that Jamarillo was still there standing at the same place where Garcia turned in her paper when she left Magana's office to punch out. (Tr. 751-52, 762-63). Jaramillo claims that Garcia was already in Magana's office at the time she came into Housekeeping to turn in her keys, and that she was still in Magana's office when Jaramillo finished returning her keys and iPad to Floor Manager Cretin. (Tr. 568, 574-75, 579-81).
- Garcia claims that Jaramillo was the only GRA in the housekeeping office when Magana called her into the office, and the only GRA in the office when Garcia left Magana's office. (Tr. 751-52, 762). Jaramillo claims that approximately five other GRAs were there waiting to turn in their keys and iPods. (Tr. 575-76, 584, 599-600).
- Garcia claims to have left Magana's office and punched out *before* Jaramillo. Jaramillo claims she left the housekeeping office and punched out while Garcia was still in Magana's office. (EX 40; Tr. 568, 576-77, 719, 762-63).

The actual time punches from June 16 show that Jaramillo, in fact, punched out at 5:07 p.m., five minutes *before* Garcia punched out at 5:12 p.m. (EX 40; Tr. 1574). Yet, Jaramillo testified that she punched out *after* she turned in her keys and iPad, *after* she allegedly heard Magana's comments to Guzman, but *before* Garcia left Magana's office. (Tr. 568). Likewise, Garcia testified that she was called into the office by Magana *after* she had turned in her keys

and “task sheet” to the Floor Manager and left to punch out immediately after leaving Magana’s office. (Tr. 749-52, 762-63).

The witnesses’ timelines simply do not add up. If Garcia (1) was already seated in Magana’s office with her back toward the rest of the housekeeping department; (2) did not see Jaramillo enter the housekeeping office (there was no possible way she could have given that she was seated); (3) punched out immediately after leaving Magana’s office; and (4) punched out five minutes after Jaramillo left the housekeeping office, then when, exactly, did Garcia have the opportunity to see Jaramillo? The only reasonable explanation -- assuming any of this occurred at all -- is that she did not.

Second, Jaramillo’s version of events lacked any and all credibility. Most notably, it is simply preposterous that Jaramillo actually heard any conversation occurring between Magana and Garcia in Magana’s office. Jaramillo, without the slightest bit of uncertainty, claimed that she returned her keys and iPad to Floor Manager Imelda Cretin. (Tr. 574-75). Jaramillo claims that Cretin was seated at the Floor Manager’s desk closest to Magana’s office door. (EX 18(a), (e), Tr. 755-56). However, Cretin credibly testified that she did not sit at the station closest to Magana’s door, but rather at the station *furthest* from Magana’s door. (EX 18(e); Tr. 1381-82). That was, according to more than one witness, Cretin’s regular seat. (Tr. 933-34, 1381-82, 1567-68, 1570, 1577-78). Indeed, Garcia herself confirmed that Cretin sat on the “far left” end of the Floor Manager’s table. (EX 18; Tr. 755-56). The distance from Cretin’s station to Magana’s door is approximately 22 feet, with an extra nine feet between Magana’s door and Magana’s desk where she was allegedly speaking to Garcia. (EX 18, Tr. 1566-67). Moreover, Jaramillo claims that there were no less than five other GRAs in the office at the time returning their keys, speaking to managers, and speaking to each other. (Tr. 576, 584, 599-600). Other staff also was



there, including status clerks speaking on the phone and radioing housekeeping staff. (Tr. 1385-86). Jaramillo testified that Magana was not yelling at Garcia. (Tr. 586-87).

Thus, Jaramillo would have had to overhear Magana, who was not yelling, make this comment from over thirty feet away in a busy, noisy Housekeeping office. Cretin, who allegedly was right next to her, could not hear Magana when she was in her office, and never heard Magana call anyone a traitor. (Tr. 1385, 1387). Likewise, staff within the office also testified as to their lack of hearing any such comments or even being able to hear what Magana would say in her office. (Tr. 933-36, 1385, 1387). Jaramillo could not have heard what she claimed.

Nor is it plausible to believe that Jaramillo saw Garcia in Magana's office. (Tr. 567, 573-74, 584-85). Assuming Garcia was already in the office when Jaramillo came in (as Jaramillo alleges), given the layout and the sight lines, Jaramillo could not have seen Garcia sitting five feet away from the office door absent poking her head into the office. (EX 18, 39; Tr. 1566-72).

Moreover, Jaramillo's story kept changing. For example, she went back and forth as to whether she was waiting in line behind two other employees to return her keys and iPad when she overheard Magana or whether she was in the process of returning her keys and standing less than an arm's length away from Cretin when she overheard Magana. (Tr. 586, 589-90). Additionally, the amount of time that Jaramillo was allegedly in the Housekeeping office was a moving target and varied from five to ten minutes depending on what line of questioning she was attempting to evade. Nevertheless, the only thing she settled on is that she had no reason to talk to the Floor Manager after she returned her keys and iPad and that the process itself should only have taken three to five minutes. (Tr. 577-78).

That Garcia and Jaramillo fabricated this story is further supported by the fact that Jaramillo never mention their alleged conversation in the parking lot in their Board affidavits.

(Tr. 591). *See, e.g., Service Spring Co.*, 263 NLRB at 823 n.8 (“[T]he omission of a fact crucial to the ultimate issue of one’s discharge raises a substantial question concerning his credibility.”). Given that neither actually had an opportunity to speak to each other about the conversation in the Housekeeping office, it is incredible that they would have had a conversation about it immediately after, but fail to include this vital piece of corroborating testimony in their Board affidavits. The reason is simple. They concocted this version of the story after the fact. The General Counsel’s allegation should be dismissed.

## **2. The Hotel’s Witnesses Were More Credible**

On the other hand, the Hotel’s witnesses credibly testified that, not only could this conversation not have occurred as the General Counsel alleged, but Magana simply would not have called Garcia a “traitor.” Indeed, Keeran, who sits across from the Floor Manager’s office, credibly testified that she never heard Magana make such a comment in her office and that Magana would not even use that word “traitor.” (Tr. 936).

Cretin, a former employee with no reason to lie on behalf of the Hotel also credibly testified as to where she typically sat at the Floor Manager’s table and that she never heard Magana call Garcia traitor. (Tr. 1387). *See Flexsteel Indus.*, 316 NLRB at 749 (“[A]s a former employee who has no reason to lie . . . I found [the witness] credible.”). When Cretin was seated at her regular station at the far left side of the manager’s table, she typically could not hear Magana from that distance. (Tr. 1385, 1387).

Finally, Magana credibly testified and demonstrated with Hotel records that, not only was Garcia not at work on July 15, the date alleged by both Garcia and Jaramillo, but that Magana actually did have a conversation with Garcia on July 19 about the Union training sessions held that day. (EX 37, 40; Tr. 1559, 1574-75). While it is possible that Garcia somehow misconstrued Magana’s inquiry into whether Garcia took the time to attend the training as an

interrogation into Garcia's Union support, that is far from a reasonable misinterpretation and certainly would not support an 8(a)(1) violation. Nevertheless, as discussed above, the July 19 meeting *still* undermines both Garcia's and Jaramillo's allegations since (1) Jaramillo was not at work that day; (2) Jaramillo could not have heard Magana's conversation with Garcia; and (3) Garcia could not have seen Jaramillo in the office nor talked to her in the parking lot afterward. (EX 37, 40; Tr. 1574-75).

Moreover, it simply defies reason that Magana would decide, on the eve of a hotly contested election, to beckon a Union supporter into her office and, with the door wide open, tell that support she was seeing her as a traitor and interrogate her about her Union activities loud enough for the whole office -- or at least those with as superb of hearing of Jaramillo -- to hear. Nothing about Magana's demeanor or anything she offered in her testimony should impeach her credibility as a manager who possessed at least a basic understanding of laboratory conditions. The General Counsel's allegation should be dismissed.

**C. Even Assuming, *Arguendo*, Magana Made the Alleged Comments, No Violation of 8(a)(1) Occurred.**

The General Counsel must prove that the Hotel "engaged in conduct which, it may reasonably be said, tends to interfere with the free exercise of employee rights under the Act." *American Tissue Corp.*, 336 NLRB 435, 441-42 (2001). In making this determination, the Judge must consider the totality of the circumstances, including the context in which the allegedly unlawful conduct occurred and the protections provided to employers in Section 8(c) of the Act. *See id.* at 442; 29 U.S.C. § 158(c); *Gissel Packing Co.*, 395 U.S. at 618 ("[A]n employer is free to communicate to his employees any of his general views about unionism or any of his specific views about a particular union, so long as the communications do not contain a 'threat of reprisal or force or promise of benefit.'"); *Waste Management of Wisconsin, Inc.*, 30-CA-17000, 2006

WL 211665 (ALJ, Jan. 24, 2006) (finding manager's opposition to union during campaign and his personal thoughts protected by Section 8(c)).

Moreover, expressing disappointment or surprise because of an employee's support for the Union without an explicit or implied threat of reprisal for that support does not violate Section 8(a)(1). *Print Fulfillment Services LLC*, 361 NLRB No. 144, slip op. at 1-2 (Dec. 16, 2014) ("Red-faced" manager telling employee he was disappointed about union activity, but without threat of actual violence or physical confrontation, did not violate 8(a)(1); *In Re Albany Med. Ctr.*, 3-CA-24094, 2003 WL 22945710 (ALJ, Dec. 10, 2003) (supervisor said other nurses might lose their jobs, and the relationship between the staff and herself would be different in a union environment).

Even taking Garcia's testimony at face value, no Section 8(a)(1) violation occurred. Garcia claims that Magana told her "Right now, I am seeing you as a traitor" and "you're one of the ones that goes to the Union meetings." (Tr. 746-47, 749-50). Garcia does not claim that Magana made any threat of reprisal or force because of her alleged union support or attendance at meetings. (Tr. 476-50). Even if Magana saw her as a "traitor" or expressed disappointment in her Union support, such non-threatening statements of personal opinion are protected and not violative of Section 8(a)(1). *See, e.g., Print Fulfillment Services*, 361 NLRB, slip op. at 1-2.

Both factually and legally, this allegation lacks merit and should be dismissed.

#### **IV. THE GENERAL COUNSEL FAILED TO SHOW THAT WANDICK ENGAGED IN UNLAWFUL SURVEILLANCE OR INTERFERENCE**

The General Counsel alleges that former Floor Manager Anthony Wandick: (1) confiscated union literature from employees; (2) engaged in surveillance and created an impression of surveillance in the EDR and employee guest rooms; (3) interrogated employees about their union activities and; (4) promulgated and enforced a rule or directive prohibiting

employees from speaking to guests. The General Counsel failed to meet its burden of showing any violation here.

**A. Wandick Did Not Unlawfully Confiscate Union Literature**

**1. The Record Evidence Fails to Satisfy the General Counsel's Burden**

The General Counsel failed to meet its burden of showing that Wandick unlawfully confiscated Union flyers in the EDR. While the Board has held that the confiscation of union literature may violate Section 8(a)(1) where it interferes with employees' protected right to receive union literature, *Romar Refuse Removal*, 314 NLRB 658, 665 (1994), the Board equally allows an employer to be given union literature voluntarily. *Cf. Jennie-O Foods*, 301 NLRB 305, 322 (1991) (acknowledging there is no "confiscation" where union materials are given to a manager voluntarily). The Board also recognizes an employer's right to "maintain and enforce housekeeping rules that result in the confiscation of pronion literature from nonworking areas 'left behind following break periods.'" *North American Refractories, Co.*, 331 NLRB 1640,1643 (2000); *Page Avjet, Inc.*, 278 NLRB 444, 450 (1986).

Wandick, a former employee testifying under subpoena, repeatedly and credibly testified that he never took a flyer out of an associate's hands. (Tr. 1647). *See Flexsteel Industries*, 316 NLRB at 749. Although GRAs Carmen Llarull and Celia Vargas claim to have seen Wandick allegedly confiscate a flyer from an unnamed employee, neither could hear what, if anything, Wandick said to the GRA or if the GRA offered the flyer to Wandick. (Tr. 672-73, 1028-29, 1072). *See Sam's Club*, 349 NLRB at 1021. Indeed, Llarull did not talk to the former GRA about her interaction with Wandick or confront Wandick about what Llarull allegedly saw. (Tr. 676). Notably, the General Counsel failed to call the employee from whom Wandick allegedly confiscated the flyer or any neutral employee in the EDR that day. *Cf. Seaport Printing & Ad Specialties Inc.*, 344 NLRB 354, 359 n.9 (2005) ("[A] judge, in making a credibility

determination may weigh the party's failure to call potentially corroborating neutral employee bystanders to corroborate the party's witness."). *See Garvey Marine, Inc.*, 328 NLRB at 1008 (finding other witnesses more persuasive because witnesses' credibility was undermined by the "lack of corroboration").

All the General Counsel has shown is that Wandick obtained a flyer from an unnamed employee in the EDR. There is no evidence whatsoever that he took it from the employee against that employee's will, or that the hand off was anything other than completely voluntary. *See Sam's Club*, 349 NLRB at 1021. Under these facts, the General Counsel failed to meet its burden show by a preponderance of evidence that Wandick unlawfully confiscated union literature.

## **2. The General Counsel's Witnesses Were Not Credible.**

The General's Counsel's witnesses were generally incredible. To begin, the serious discrepancies between Vargas's and Llarull's stories undermine the credibility of their claims. *See Multi-Medical Convalescent*, 225 NLRB 429, 432 (1976) (finding that alleged threat did not take place because of the "significant discrepancy among General Counsel's witnesses."). While Llarull claims that Wandick tore the flyer (which later morphed to "balled it up") and threw it away (Tr. 672-73), Vargas made no such claim. Vargas merely testified that Wandick "took the paper away" or "pulled" the flyer and then left the EDR. (Tr. 672-73, 1028-29, 1071-72). Llarull's claims were pure fiction. Indeed, Llarull's Board affidavit makes no mention of Wandick tearing flyers in the EDR. *See, e.g., Service Spring Co.*, 263 NLRB at 823 n.8. Further, Llarull's story on the witness stand changed from Wandick "tearing up" the flyer to Wandick making it "into a ball." (Tr. 653, 676).

Llarull clearly decided to "gild the lilly" to make this baseless allegation more exciting. Llarull's inability to tell the truth surfaced throughout her testimony on other matters as well.

See Argument §§ IV.B.2, VII.B, *infra*. Llarull revealed herself as one who wanted the Union in the Hotel “with all her heart” and would say whatever she thinks she needs to assist the Union, including insulting fellow Union supporters, to assist the Union. (GX 24; Tr. 686-88, 698-99, 776-77, 794-96, 970-71, 975). Llarull’s testimony cannot be credited.

**B. Wandick Did Not Engage in Surveillance in the EDR.**

“The Board has long adhered to the principle that union organizers and the employees they seek to organize have no cause to complain that the employer of the employees has observed their activities where such activities are openly conducted at the employer’s premises.” *Brown Transport Corp.*, 294 NLRB 969, 971 (1989) (citations omitted); *Aladdin Gaming, LLC*, 345 NLRB 585, 586 (2005) (“A supervisor’s routine observation of employees engaged in open Section 7 activity on company property does not constitute unlawful surveillance.”) (citations omitted). Under such circumstances, the Board will typically not find a violation “unless [the employer’s] officials do something out of the ordinary.” *Arrow Automotive Industries*, 258 NLRB 860 (1981). “The test for determining whether an employer engages in unlawful surveillance, or unlawfully creates the impression of surveillance, is an objective one and involves the determination of whether the employer’s conduct, under the circumstances, was such as would tend to interfere with, restrain or coerce employees in the exercise of the rights guaranteed under Section 7 of the Act.” *The Broadway*, 267 NLRB 385, 400 (1983).

Moreover, a supervisor does not engage in unlawful surveillance simply by engaging in the usual execution of his duties. *Al & John, Inc.*, 352 NLRB 516, 521 (2008); *Mid-Mountain Foods, Inc.*, 332 NLRB 229, 237 (2001) (no unlawful surveillance where supervisor observed employee’s work and instructed him “to be more careful,” noting “a supervisor’s job entails overseeing work, which the law recognizes as a legitimate management function.”). In *Al & John*, the Board found that a supervisor was not engaged in unlawful surveillance when he was

often on the plant floor checking on employees on a regular and consistent basis, but there was no evidence to show he increased his normally frequent presence in the production area. 352 NLRB at 520-21. The mere fact that he witnessed union activity does not prove unlawful surveillance, but “only shows that [he] was engaged in his job duties by paying attention to what everyone was doing and making sure that production continued without any problems.” *Id.*

### **1. Wandick Did Not Spy on Employees in the EDR**

The General Counsel failed to show that Wandick engaged in any unlawful surveillance in the EDR. The EDR is on the Employer’s premises and open for use by employees and managers alike. (Tr. 366, 380, 1331). It also serves as a working area where Housekeeping managers such as Wandick hold daily Trump Talks. (Tr. 368, 380, 396, 418). There is no guarantee of privacy in this area and employees are aware that both management and hourly employees can congregate in this area. (Tr. 380). Aleman himself admitted that there is no rule that prohibited Wandick from being in the EDR. (Tr. 380). Indeed, Aleman and Llarull acknowledged that Wandick conducted Trump Talks in the EDR and also coordinated employees for training purposes. (Tr. 380, 396, 672). Wandick’s normal duties involved walking around the room before Trump Talks to greet associates and juice them up, and when not actually presenting the Trump Talk to walk and stand around during the talk to ensure employees were paying attention and not having side conversations. (Tr. 431-32, 448-49).

Wandick credibly testified that he took no actions to spy on Aleman’s union activities. (Tr. 444-45, 448-49). Of course Wandick has observed Aleman handing out materials to employees in EDR, but the General Counsel provided no credible evidence that Wandick took any action to surveil or much less interfere with Aleman’s activities. (Tr. 444-45). That Wandick simply may have observed Aleman openly engaging in protected activities in the EDR is insufficient. *See Brown Transport Corp.*, 294 NLRB at 971; *Aladdin Gaming, LLC*, 345



NLRB at 586. Additionally, that Wandick may have approached Aleman and Vazquez having a heated exchange and asked “was everything ok” when Vazquez appeared be upset does not establish unlawful surveillance. (Tr. 445-48). Wandick did not know what they were arguing about -- since the conversation was in Spanish and he does not speak Spanish -- nor did he inquire into the nature of their conversation. (Tr. 384). *See, e.g., Caterpillar Inc.*, 322 NLRB 674 (1996) (no violation where supervisor watched employees from work area and did not know whether that they were engaged in union activity); *Al & John, Inc.*, 352 NLRB at 521.

Additionally, while Wandick did not rule out the possibility that he, at one point or another, may have stood close to Aleman during a Trump Talk or while they were both in the EDR, the General Counsel provided no credible evidence whatsoever that Wandick engaged in unlawful surveillance or otherwise interfered with Aleman’s Section 7 rights in the process. (Tr. 367, 448-450). At most, Aleman testified that Wandick stood “near” him “two or three times.” (Tr. 367). That Wandick may have stood near Aleman “two or three” times out of the numerous times Wandick and Aleman were in EDR during Trump Talks or otherwise hardly rises to the level of unlawful interference. Likewise, no credible evidence was presented that Wandick “followed” Aleman around the EDR, a place where Wandick frequently was present and had every right to be. (Tr. 445-46). *See Al & John, Inc.*, 352 NLRB at 521.

## **2. The General Counsel’s Witnesses Were not Credible.**

The General Counsel was forced to again rely upon the incredible Carmen Llarull for these allegations, supported by an equally questionable Rodolfo Aleman. The witnesses’ stories do not add up.

Llarull has no credibility given her baseless testimony regarding Wandick’s tearing up flyers. *See* Argument § IV.A.2, *supra*. For this allegation, Llarull claimed that “every day” Wandick would interrupt and grab people away from her while she was talking about the Union.

(Tr. 680-681). This claim is preposterous, and if it were true one would assume the General Counsel could present dozens of employee witnesses who were pulled away -- yet none testified. *See Garvey Marine, Inc.*, 328 NLRB at 1008 (finding other witnesses more persuasive because witnesses' credibility was undermined by the "lack of corroboration"). Moreover, while Llarull claims that she told Wandick that people did not need to talk to him before they were on the clock (Tr. 678-79), she failed to include this allegation in her Board affidavit. (Tr. 678-79). *See, e.g., Service Spring Co.*, 263 NLRB at n.8. Llarull's allegations lack merit. The fact is that as training manager, Wandick lawfully performed his job by coordinating trainers and new hires to ensure that everyone was aware of whom they were training or being trained under on a given day. (Tr. 1647-48). *See Al & John, Inc.*, 352 NLRB at 521.

Notably, while Aleman claims that Wandick followed him around in the EDR as Aleman handed out Union flyers, and also claimed Wandick stood near him two or three times, in his Board affidavit he failed to mention anything other than one alleged instance on June 23, 2015 of Wandick standing near Aleman and Llarull. (Tr. 374-76). Aleman claims there is a film of Wandick following him around, yet no such film was introduced. (Tr. 383-84). Given Aleman's conflicting stories and attempts to make his claims sound better, his testimony also should be discredited. *See, e.g., Service Spring Co.*, 263 NLRB at n.8.

### **C. Neither Wandick nor Vandegrift Engaged in Surveillance on June 24, 2015**

Notably, the General Counsel put forth no evidence as to the allegations of Complaint Paragraph 5(n):

About June 24, 2015, Respondent, by Wandick and Martin Vanderbilt, at Respondent's facility, by standing in the employee dining room greeting its employees and telling them to vote no in an upcoming union representation election, created an impression among employees that their union activities and protected concerted activities are under surveillance.

(GX 1(r), ¶ 5(n)). For that reason alone this allegation should be dismissed.

The only evidence as to this issue came in on the Respondent's questioning of Wandick, who testified that that on June 24, 2015, he was in the EDR shortly after a Trump Talk, as he had every right to be. (Tr. 469-70). *See, e.g., Al & John, Inc.*, 352 NLRB at 521. Wandick was confronted by GRA Jacqueline Contreras who was complaining that the Union and Union representatives were going to her house and harassing her. (EX 14; Tr. 470). Wandick simply told Contreras that if she wanted that to stop, she should vote "no" in the election. (EX 14; Tr. 470-71). This is the same advice he gave to any employee who complained about the Union, as this is what he was trained to say. (Tr. 471, 475).

Wandick's testimony is undisputed. The General Counsel failed to present any evidence that Wandick engaged in surveillance by addressing Contreras' concerns. Simply addressing Contreras's question, after she approached him with her concerns over the Union's harassment of her at her home, would hardly tend to interfere with, restrain or coerce employees in the exercise of the rights guaranteed under Section 7 of the Act." *Federal Prescription Service, Inc.*, 203 NLRB 975, 990 (1973) (finding that no coercion present when employee initiated conversation regarding Union activity with supervisor).

To the extent the General Counsel argues that Wandick's statement that if she wanted the harassment to end she should "vote no" somehow constituted surveillance (or at least unlawful interference), such statements are protected under 8(c) of the Act and perfectly lawful managerial statements during the course of an organizing campaign. *See, e.g., Ross Porta-Plant, Inc.*, 166 NLRB 494, 497 (1967) (holding that an employer's request that an employee help the company by voting "No" in an election was protected by Section 8(c)); *Federal Prescription Service, Inc.*, 203 NLRB at 990 (holding that an employer may ask employees to "vote no").

The fact that Wandick subsequently sent a statement to Vandegrift reporting what employees had complained to him about and commenting that Llarull and Giselle Happe were taking notes of his conversation with Contreras hardly amounts to surveillance. As discussed above, “a supervisor’s routine observation of employees engaged in open Section 7 activity on company property does not constitute unlawful surveillance.” *Aladdin Gaming, LLC*, 345 NLRB at 586. The General Counsel has failed to show that Wandick did anything other than his job in the EDR. *See Al & John, Inc.*, 352 NLRB at 521.

This allegation lacks any merit whatsoever.

#### **D. The Guest Room Allegations**

##### **1. Wandick did Not Engage In Surveillance.**

Similarly, the General Counsel failed to show that Wandick unlawfully surveilled Vargas and Rivera in a guest’s room when he went to check on the status of a foam mattress delivery. Vargas and Rivera were in a guest room working at the time Wandick showed up in response to calls Vargas herself made because she was unable to obtain a foam mattress inserted requested by a guest. (EX. 15; Tr. 456-57, 476-77; 1035-36).

Wandick simply went up there as required by his position to address a Housekeeping matter. *See Brown Transport Corp.*, 294 NLRB at 971; *Aladdin Gaming, LLC*, 345 NLRB at 586. After Wandick completed his business he left. (Tr. 455-56, 465-66, 836). There is no record evidence of him hanging out in the room watching them. Wandick was simply doing his job, not engaging in surveillance or creating the impression of surveillance by coming to or remaining in the guest room for no reason. *See, e.g., Mid-Mountain Foods, Inc.*, 332 NLRB at 237 (no unlawful surveillance where supervisor observed employee’s work and instructed him “to be more careful,” noting “a supervisor’s job entails overseeing work, which the law recognizes as a legitimate management function.”).

Ironically, neither Vargas nor Rivera testified that they were engaging in any protected activities while they were in the guest's room, but were simply waiting to get the foam mattress and tending to the guest's sofa bed. (Tr. 453, 477-78, 811, 1038). Wandick also credibly testified that he did not hear Vargas or Rivera having any sort of conversation and that they stopped talking as soon as he came to the room. (Tr. 455-56). In short, there was nothing to surveille.

Under the totality of the circumstances, the General Counsel failed to show that Wandick engaged in unlawful surveillance.

**2. Wandick Did Not Promulgate or Enforce a Rule Prohibiting Employees from Speaking to Guests.**

**a. Wandick Credibly Testified About What Happened**

The General Counsel also failed to show that Wandick unlawfully promulgated a rule prohibiting employees from speaking to guests. Wandick credibly testified that he made no such comment. (Tr. 467). His testimony was consistent, and made sense. Wandick was called by status to follow up on a mattress request, which he did. (Tr. 453, 464-65). He did not bring a mattress, but called a VIP houseman (runner) to make sure he was looking for one. (EX 15; Tr. 465-66). After he did that, he left. (Tr. 455-56, 465-66). He never saw a guest and thus of course never made the "rule" as alleged. (Tr. 455, 467).

Wandick's testimony was earnest, and logical. The Director of Housekeeping would not be rushing a manager up to physically deliver a mattress. That is what a Houseman or runner is for. That Wandick did not bring a mattress to the room further is fully supported by the Hotel's records of the foam mattress request, which shows that a foam mattress was not found and delivered until several hours later. (EX 15).

Wandick, a former employee subpoenaed by both parties, had no reason to lie, and there is no reason to believe he would have said such a thing. *Flexsteel Industries*, 316 NLRB at 749 (“[A]s a former employee who has no reason to lie . . . I found [the witness] credible.”). He testified he did not prohibit Vargas from talking with guests, never has told any employee that, and fully understood employees were free to talk with guests. (Tr. 466-68).

**b. Vargas and Rivera Are Not Credible**

The General Counsel produced two witnesses, GRAs Celia Vargas and Dora Rivera, to testify about the alleged new rule and what happened in Room 5107. Both witnesses had conflicting stories as to what happened and, moreover, had spoken to each other about their testimony the Saturday prior to both actually testifying -- thus throwing their entire testimony into doubt.

Vargas and Rivera provide two significantly different versions of events as to the key issues. For example, Vargas claims that Wandick actually came into the suite with the foam mattress “screaming” at her, asking where she had been and that he was looking for her for two hours. (Tr. 1041). Rivera, however, initially claimed that Wandick brought the mattress up to the entranceway of the Hotel room, and that he did not enter the room. (EX 13(a)-(b); Tr. 814-15). Wandick, in a “high tone,” asked Vargas where she had been as he had been looking for her; he “seemed” to be upset. (Tr. 815). Vargas met him at the entrance, took the mattress, and brought it back to the dinette table. (EX 13; Tr. 829-32).

Vargas claims that the guest showed up at the door to her bedroom when Wandick got to the dinette, causing Wandick to drop the mattress, immediately turn around, and leave. (Tr. 1041, 1076-77). Vargas at that time was next to the dinette. (EX 13; Tr. 1076).

Vargas claims that, after Wandick left the room, he motioned from the entrance for her and asked her to join him out in the hall. (Tr. 1042). Wandick then went back out into the

hallway. (Tr. 1078). It was only then, as Vargas was heading out of the suite to speak with Wandick that the guest actually asked her in a low voice what was going on. (Tr. 1043, 1077). Vargas claims to have responded, right in front of her by the door to her bedroom, that she did not know -- although it does not make much sense as Vargas at this point was allegedly heading from the dinette out of the suite, and the door to the guest room was in the opposite direction. (EX 13; Tr. 1043-44).

Rivera claims that as Vargas herself was bringing the mattress back into the room the guest appeared at the entrance of the bedroom door and asked what was happening, what was wrong. (Tr. 816, 834). Vargas allegedly shrugged her shoulders and Rivera allegedly heard Vargas mumble something to herself and saying “you know if you're doing your job, making the rooms why are they questioning so -- you so much.” (Tr. 815-16, 834-35). On cross, Rivera then said she did not hear what Vargas was saying because she was talking to herself. (Tr. 834-35). She also acknowledged that at the time Vargas was mumbling, Rivera was extending the bed and did not exactly see what was going on. (Tr. 835).

Rivera then testified that Wandick apparently thought Vargas was talking to the guest and told her in a loud voice that “she could not be commenting about things to the guest” -- which on cross it morphed into the more definitive “You cannot talk to the guests.” (Tr. 816, 836, 838).<sup>16</sup> According to Rivera, it was only after Wandick said this from the hallway door that Vargas went out into the hallway to talk with him. (Tr. 816-17, 836-37). Rivera readily acknowledged that she did not hear what the two said in the hallway -- nor could she given how far it was from where she was making the sofa bed. (EX 13(a)-(b); Tr. 817).

---

<sup>16</sup> Rivera also acknowledged she told Respondent’s counsel when questioned previously that Wandick *never* knew the guest was in the room. (Tr. 837).

Vargas, in contrast, testified she was already in the hallway when Wandick talked to her about speaking with guests. According to her testimony, Vargas walked out of the room to where Wandick was standing in the hallway. (EX 13; Tr. 1079-80). The hallway is beyond the porch area reflected in the bottom right hand corner of EX 13. (EX 13(a)-(b); Tr. 1078-80). Vargas pointed to the exhibit label on EX 13 as being where the conversation occurred and also testified that the distance from the Hotel room door to the hallway where she allegedly spoke with Wandick was about from the distance from the witness stand to the small gate separating the audience from the rest of the hearing room. (EX 13; Tr. 1079, 1080-81). She further admitted that Wandick was not yelling at her when he spoke with her in the hallway, and that her voice also was normal. (Tr. 1090). Vargas claimed that it was there (during a conversation Rivera testified she never heard) that Wandick told her not to speak to any of the guests. (Tr. 1044).

Vargas' and Rivera's stories simply do not line up with each other when it comes to the key details of what happened when Wandick was at the room. This is because their versions of events are not what really happened. Vargas and Rivera admittedly spoke together the Saturday before they testified about what had happened in the hotel room back in June. (Tr. 1086-87). This was in direct violation of the Judge's instructions. (Tr. 90-91). *See El Mundo Corp.*, 301 NLRB 351, 358 (1991) (“[T]he usual remedy for violation of a sequestration order is to not credit the challenged testimony.”) (citing *Zartic, Inc.*, 277 NLRB 1478 (1986)). While Vargas tried to walk that back on redirect by claiming she did not tell Rivera anything and Rivera simply told her that she had never paid attention because she was very busy moving things to make the bed (Tr. 1093-94), the fact that two corroborating witnesses spoke about this just days before



testifying totally destroys their credibility at witnesses. *See El Mundo Corp.*, 301 NLRB at 358. For that reason alone their testimony should not be credited.

Moreover, it is evident that Rivera did not hear anything, but nevertheless tried to “hear” the things that were undoubtedly relayed to her by Vargas that Saturday before her testimony. Vargas claimed that Rivera said she never paid any attention to what was going on in the room because she was busy working to make up the bed. (Tr. 1093-94). That likely was a true statement, for even when pressed for details during her testimony, Rivera equivocated and talked about how she was not paying attention because she was working. (Tr. 814, 834). Even though Wandick was allegedly angry and spoke in a loud voice about where Vargas was, Rivera when pressed about the details of how he was facing Vargas at the doorway ultimately started to say she did not know and then fully admitted that she was busy fixing the sofa bed and was not watching them as they were having the “high tone” angry conversation. (Tr. 832-33). She was busy working and not paying attention to what they were doing because no angry, attention-getting conversation occurred.

Amazingly, while the mythical loud angry conversation was not enough to get her attention, she immediately turned and watched the Hotel guest as she asked in a quiet voice what was going on. (Tr. 833-34). This being the case even though Vargas claimed the guest spoke in a very low voice. (Tr. 1043). Yet Rivera, now focused on the guest and her question, could not hear Vargas’ response, because she was mumbling to herself -- even though Vargas claimed she told the guest “I don’t know” -- and that response along with the guest’s question must have somehow been loud enough to carry back to Wandick in the doorway (or even further in the hallway as Vargas testified) to trigger Wandick’s alleged directive to Vargas. This does not compute.

Nor was it possible for Rivera to have heard Wandick tell Vargas anything about communicating with guests under Vargas' version of events because that alleged conversation, an admittedly quiet conversation, occurred in the hallway. (EX 13; Tr. 1079, 1080-81, 1090). Even Rivera testified that she did not hear any of the conversation outside in the hallway. (Tr. 817). Rivera heard nothing.

Vargas' version of events, of course, is contradicted by Rivera and is tainted by their conversation. *See El Mundo Corp.*, 301 NLRB at 358. Her testimony is also suspect given her testimony as to other events. *See* Argument §§ IV.A.2, IV.D.1, V.B, and IX.B, *supra* and *infra*. The key direction Wandick gave her also changed from her affidavit to her testimony. While she testified Wandick told her not "to speak anything about anything to the guests" (Tr. 1044), in her affidavit she only claimed Wandick told her "I had no reason to be discussing anything with the guests." (Tr. 1082-85). *See, e.g., Fibracan Corp.*, 259 NLRB at 173 (affirming ALJ's credibility findings where witness testimony was discredited in part because it contradicted statements made in affidavit). This is a far cry from a rule preventing employees to speak to guests.

Last and certainly not least, Vargas' and Rivera's testimony simply does not add up because Wandick never brought in a mattress. (Tr. 465-66). Wandick went to check in on things and then, after he radioed for a foam mattress, he left. (Tr. 465-66). This is confirmed by the Hot SOS report, which clearly shows that the foam mattress requested by the housekeeper (Vargas) was not able to be found by the runner. (EX 15). It was not until 6:00 p.m., after Vargas' and Rivera's shifts were over, that a foam mattress was found. (EX 15). Wandick did not come screaming into the room with a mattress only to throw it down when he saw the guest as Vargas claimed; and Vargas did not take a mattress from him at the doorway and bring it into

the room as Rivera claimed. Even Vargas in her affidavit made no mention of Wandick bringing a mattress up at all. (Tr. 1085-86). That is because he did not. *See Spring Co.*, 263 NLRB 812, 823 n.8 (1982) (“[T]he omission of a fact crucial to the ultimate issue of one’s discharge raises a substantial question concerning his credibility.”).

Their convoluted, compromised testimony simply cannot be credited.

**c. Even Assuming *Arguendo*, Wandick Made Some Comment, He Did Not Promulgate a Rule, Much Less and Unlawful One**

Two witnesses lacking any credibility provided not one or two, but four different versions of the alleged rule that Wandick supposedly promulgated: (i) not to “speak anything about anything to the guests” (Tr. 1044); (ii) “no reason to be discussing with guests” (Tr. 1082-85); (iii) “she could not be commenting about things to the guest” (Tr. 816); (iv) “You cannot talk to the guests” (Tr. 836). Assuming, *arguendo*, that Wandick uttered the phrase reported by Vargas in her affidavit -- “no reason to be discussing with guests” -- the earliest recorded rendition of this alleged rule, that statement was not a rule, much less an unlawful one.

Vargas’ claim is nothing more than a comment that Vargas at that time did not have any reason to be discussing anything with the guests -- not that she could not talk to the guests at all or might not have reason to speak with the guests. At worst, it was a statement of Wandick’s opinion that there was nothing worth talking about to the guest. That is not a rule, nor is it anything that would reasonably tend to interfere with an employee’s right to engage in protected concerted activities under the Act. *Cf. Aroostook City Regional Ophthalmology Center v. NLRB.*, 81 F.3d 209, 213 (D.C. Cir. 1996) (calling it “fanciful speculation” to hold that a rule is unlawful when “[t]here is nothing in the record suggesting that employees have been barred [from exercising Section 7 Rights].”). This is especially true given here Vargas was not engaged in any protected concerted activity at the time. All she was doing, according to her, was having a

conversation with her manager about where she had been for the last two hours. (Tr. 1041, 1078-80).

Moreover, even if this could be somehow construed as a prophylactic rule of only ever speaking to guests when one has reason to, it is undisputed that the alleged “rule” was issued during working time while Vargas and Rivera were in a guest’s room. A rule limiting employees’ conversations with customers during working time is entirely lawful. *Pier Sixty, LLC*, 362 NLRB No. 59, slip op. at 6 (March 31, 2015) (“It is well-settled that an employer may prohibit discussions regarding union matters ‘during periods when the employees are supposed to be actively working,’ if the employees are also prohibited from discussing other subjects ‘not associated or connected with the employees’ work tasks.’”) (quoting *Scripps Memorial Hospital Encinitas*, 347 NLRB 52 (2006)). Cf. *Crowne Plaza Hotel*, 352 NLRB 382 (2008) (finding rule providing that “it is important” not to discuss “company business or work difficulties in front of guests,” lawful where applied to employees’ working time). See also *Lafayette Park Hotel*, 326 NLRB at 825 (holding that rule mandating that “[e]mployees are not allowed to fraternize with hotel guests anywhere on hotel property” lawful because employees would not reasonably read “this rule as prohibiting protected employee communications . . . about terms and conditions of employment.”). Neither Vargas nor Rivera would have any reason to construe this as a rule prohibiting all conversation ever. Indeed, Rivera confirmed that, even after Wandick’s statement, she understands that she can and does talk to guests and that there is no rule prohibiting her from doing so. (Tr. 836-37).

Therefore, the General Counsel failed to establish that Wandick promulgated or enforced an unlawful rule.

**E. Wandick Did Not Interrogate Janet Vazquez About Who She Was Voting For.**

The General Counsel failed to show that Wandick unlawfully interrogated Janet Vazquez about her voting intentions. It is well-settled that “[i]nterrogation is not by itself a *per se* violation of 8(a)(1). Interrogation is coercive if, under all the circumstances, it reasonably tends to interfere with, restrain, or coerce employees in the exercise of their sec. 7 rights.” *See, e.g., Yoshi’s Japanese Rest., Inc.*, 330 NLRB 1339, 1342 (2000). While the Hotel does not dispute that the managerial interrogation of an employee about their voting intention could constitute unlawful interference, *see Jasper Wood Products Co., Inc.*, 123 NLRB 28, 29 (1959), the General Counsel utterly failed to establish by a preponderance of the evidence that any such interrogation occurred.

To begin with, Wandick credibly testified he never asked the question. (Tr. 1649-51). A former Hotel employee with no reason testify on the Hotel’s behalf -- and who did not promptly show up for the Hotel’s subpoena of him -- Wandick had no reason to lie for the Hotel. *Flexsteel Industries*, 316 NLRB at 749 (“[A]s a former employee who has no reason to lie . . . I found [the witness] credible.”). Magana similarly testified that she did not witness or hear Wandick asking any question of Vazquez. (Tr. 1555-56).

Vazquez’s claims to the contrary lacked any credibility. At hearing, she testified that in or around May 2015, Vasquez and GRA Iresayne Ariosa Gonzalez went to Magana’s office to speak with her about the Union’s promises. (Tr. 986, 1433, 1554, 1649). Wandick was in the office for this conversation and, at some point in the office, in the presence of Magana and Gonzalez, he allegedly asked Vazquez who she was going to vote for. (Tr. 987).

Vazquez’s first problem is that this is the second version of the story. In Vazquez’s Board affidavit provided in July 2015, she at no point in the six-page affidavit mentions

Wandick's name or claims that anyone other than Magana allegedly asked her how she intended to vote. (Tr. 995-96). *See, e.g., Service Spring Co.*, 263 NLRB at 823 n.8 (“[T]he omission of a fact crucial to the ultimate issue of one’s discharge raises a substantial question concerning his credibility.”). As the Judge is aware, the General Counsel made an oral motion at hearing to amend this paragraph of the Complaint in order to replace Magana with Wandick as the offending supervisor, only after allegedly speaking with Vazquez in late November. (Tr. 733-34). These are not complicated facts. The notion that Vazquez would have a better recollection of who asked the alleged question six months after the fact and four months after she stated under oath that the comments were made by a completely different person lacks all credulity.

Vazquez's second problem is her story is contradicted by the other witnesses. As did Wandick, Magana denied any such comment was made in her presence. (Tr. 1555-56). The Respondent subpoenaed Gonzalez, a GRA, who credibly testified that Wandick never asked the question in the meeting in Magana's office. (Tr. 1434-35). To the contrary, during the meeting Vazquez told Magana and Wandick that “I’m convinced I’m not going to vote for the Union.” (Tr. 1434). Thus, there was no need to Wandick to ask the question -- assuming he wanted to -- since Vazquez already had declared her position voluntarily.

Gonzalez did remember seeing Wandick lean down and say something to Vazquez *after* the meeting, but Vazquez could not hear or understand what Wandick said to Vazquez. (Tr. 1435, 1437-38, 1450-51). Gonzalez asked Vasquez at the time what Wandick said, but Vazquez told her “no” and that “it was nothing.” (Tr. 1435, 1436-37, 1440).

It was not until November 30, 2015, the Monday before Vazquez and then Gonzalez testified, that Vazquez told Gonzalez that the “nothing” conversation was allegedly Wandick asking her how she was going to vote. (Tr. 1436, 1439-40, 1447). All this hearsay statement

does, however, is further contradict Vazquez's actual testimony as to how and when the conversation occurred, and raises questions as to whether Vazquez engaged in some form of witness tampering in violation of the ALJ's instructions by telling Gonzalez that the question was asked, knowing that Gonzalez did not hear it.<sup>17</sup> See *El Mundo Corp.*, 301 NLRB at 358.

Vazquez's testimony and her multiple versions of the story are simply incredible and contradicted by not one, but three witnesses. Her claim is wholly uncorroborated and, therefore, lacks credibility. *Garvey Marine, Inc.*, 328 NLRB at 1008. This allegation is meritless.

**V. THE GENERAL COUNSEL FAILED TO SHOW THAT THE HOTEL'S SECURITY OFFICERS UNLAWFULLY SURVEILLED OR INTERROGATED EMPLOYEES**

Despite all of the testimony as to what happened on February 28th in front of the Hotel, at the end of the day after backing out all of the events that are not part of the complaint, the General Counsel alleges only two violations: (i) unlawful surveillance; (ii) unlawful interrogation. Neither of which occurred. Moreover, the General Counsel has failed to meet its burden of proof that any of the employees involved were acting as agents of the Hotel.

**A. There Was No Surveillance or Appearance of Surveillance in Violation of the Act.**

It is undisputed that Officer Green witnessed employees and others gathering on the sidewalk in front of the Hotel, and that after reporting this occurrence to control she was joined by Officers Bonales and Johnson to observe what was happening. (Tr. 282-83, 283, 294, 298, 300, 1294-95). That, however, does not constitute unlawful surveillance even assuming the Security Officers were agents.

---

<sup>17</sup> It is important to note that until the middle of the hearing that Respondent understood the General Counsel to be alleging Magana made the comment, and nowhere in the complaint did the General Counsel ever place Wandick, much less, Gonzalez at the conversation. Gonzalez's name as a possible corroborating witness first came up during Vazquez's testimony, after the two had their talk on their Monday talk.

It is well recognized that an employer's mere observation of open, public union activity on or near an employer's property does not constitute unlawful surveillance. *Milco, Inc.*, 159 NLRB 812, 814 (1966); *NACCO Materials Handling Group, Inc.*, 331 NLRB 1245, 1264 (2000) (40 minutes of open observation not unlawful); *EDP Medical Computer System*, 284 NLRB 1232, 1265-66 (1987) (no unlawful surveillance where supervisor "observed the leafleting for about an hour"); *International Ship Repair & Marine Services*, 329 NLRB 213, 229 (1999) (not unlawful to "observe the open and obvious handbilling activities"); *Heartland of Lansing Nursing Home*, 307 NLRB 152, 159 (1992) (observation of open and obvious handbilling not unlawful unless it involves "suspicious behavior or untoward conduct"). *See also Hoschton Garment Co.*, 279 NLRB 565, 567 (1986) ("union representatives and employees who choose to engage openly in their union activities at an employer's premises should have no cause to complain that management observes them.").

Moreover, this is *not* a case where the employer changed its practices and brought in numerous security guards because of union organizing to intimidate employees. Nor is this a case where security was out every day harassing employees as they attempted to engage in protected concerted activities. Officer Green as part of her normal patrol route stumbled upon the gathering, something she had never seen before, and out of her obligation and concern to protect the property, reported it, which resulted in back-up being sent out as per practice to observe and insure the property was protected. She did the exact same thing she would have done if the persons gathering had been unknown women instead of employees. (Tr. 304). The response to the reporting of the strange event was for back-up to assist, something again completely consistent with operating practices. (Tr. 298, 304).



Notably, after the initial confusion over whether the employees and non-employees could access the property,<sup>18</sup> the Security Officers were told to let the employees onto the premises and the Security Officers retreated to the inside the premises. The employees solicited as they wanted to and that was the end of the story. (Tr. 1297, 1326-28). Indeed, the Security Director that very day advised all of his officers that in the future if something like this happens to let them on the property. (Tr. 1326-27; EX 31). The Record itself is full of employees soliciting and hand-billing in the EDR, in the parking lot, *etc.*, without any interference from security.

In short, there was no unlawful surveillance or the unlawful impression of surveillance in this particular instance.

**B. Officer Green Did Not Unlawfully Interrogate Employees**

There is no dispute that Officer Green asked the gathering employees what they doing. (Tr. 285-86, 294-95). This was the first gathering of employees Green had ever seen, the employees were not waving Union banners and at the point of initial contact had not even had their flyers in hand. (Tr. 1019-20, 1060, 1062). The question really boils down to whether it is unlawful for a security guard to ask employees gathering in a strange place what they are doing before they actually go and do whatever it is they were going to do.

There can be no violation for a Security Officer doing his or her job by asking such a simple, non-specific question. An employer violates Section 8(a)(1) of the Act by interrogating an employee only if the interrogation reasonably tends to retrain, coerce or interfere with rights guaranteed by the Act. *Rossmore House*, 269 NLRB 1176, 1177 (1984), *aff'd. sub. nom Hotel & Restaurant Employees Local 11 v. NLRB*, 760 F.2d 1006 (9th Cir. 1985). Relevant factors include the background of the relationship, the nature of the information sought, the identity of

---

<sup>18</sup> An issue for which a complaint did not issue and it is stipulated that it is not part of the case. (Tr. 325-26).

the questioner, and the place and method of interrogation. *Id.* The test is a totality of the circumstances test. *Id.* at 1178.

Here the “interrogation” did not and could not reasonably tend to retrain, coerce or interfere with employee rights guaranteed by the Act. Officer Green simply asked a group of employees who had gathered at the front sidewalk of the Hotel for no apparent reason what they were doing. (Tr. 285-86, 294-95). Officer Johnson then asked a similar question when that group, now containing non-employees as well, made their move to come onto Hotel premises to handbill. (Tr. 1295-96). These were legitimate questions by security guards charged with protecting the Hotel property and its guests and employees in response to an unusual gathering of persons immediately outside the Hotel for unknown reasons. The questions were not even specific to union organizing, as the officers had no reason to believe the gathering was Union-related until the employees revealed their purpose. Indeed, the Board has found non-coercive far more specific questions tied to the union. *Cf. Milum Textile Services*, 357 NLRB No. 169, slip op. at 24 (Dec. 30, 2011) (no violation to ask employees presenting employer with a petition why they wanted a union, and to ask employee distributing union buttons whether she did so on worktime); *Rossmore House*, 269 NLRB at 1178 (no violation to question employee named in mailgram as union organizer why he wanted the union). The Board has even found non-coercive questions specific to the Union when there is no legitimate reason for the question. *Cf. Temp Masters, Inc.*, 344 NLRB 1188 (2005) (manager asking employee who was not an open and active union supporter whether union representative had come to the job site).

The employees asked this question were planning on making their efforts known, as they were planning on hand-billing at the front entrance. Thus, this is not the case of a manager asking an employee if he supported the union or whether he attended a union meeting --

something the employee may not want to reveal. Thus, the employees were openly and obviously engaged in a gathering of some sort, and the union nature of that gathering, while not known at the time, was intended to become known. The activity in question thus is analogous to open and obvious union activity for which legitimate questions based on such activity often is found noncoercive. *Milum Textile Services*, 357 NLRB No. 169, slip op. at 24 (employees were open and active union supporters); *Rossmore House*, 269 NLRB at 1178 (openly declared union organizer). The person asking the question was a Security Officer, someone who was not even a supervisor. *John W. Hancock, Jr., Inc.*, 337 NLRB 1223, 1225 (2002) (no violation where, in part, questioner was a low level supervisor).

The asking of the question, when the employees did decide to answer Officer Johnson's question, simply fronted the issue of whether or not they could come onto the property. After a brief interlude the Security Officers were told to pull back and the employees accessed the property to handbill. The asking of the question did not interfere with their plans, much less or coerce or restrain them in their stated -- and achieved -- goals.<sup>19</sup>

Finally, this questioning was not tied or linked to a context contaminated by other unfair labor practices. The unfair labor practices alleged in this instance (outside of the rule issues), generally post-date these incidents and have no relation to the February 28th handbilling. Thus, the Employer's background generally does not support a finding of a violation here. *John W. Hancock, Jr., Inc.*, 337 NLRB at 1224, n.5; *Temp Masters, Inc.*, 344 NLRB at 1188-89.

Notably, some of the Union witnesses have a far different recollection of the events that day. Pineda's recollection cannot be credited given he has Officer Green chasing employees

---

<sup>19</sup> Had the question not been asked the Security Officers still would have had to address the issue of off-duty employees and non-employees hand-billing on Hotel property once they began handbilling, so the only difference was that the officers had the opportunity to address the situation with their superiors *before* the handbilling began. The delay in the handbilling until instructions were received, however, is not a part of this case.

down the valet drive after they had already begun to handbill -- something not a single one of the General Counsel's own witnesses support. (Tr. 334, 336-37, 822, 1064). Indeed, Pineda, according to another General Counsel witness was not even present when Office Green approached the group. (Tr. 1021-22). Moreover, Pineda seems to believe Green was joined by two other white officers, when the other officers were dark black and Hispanic. (Tr. 321, 823, 1293). Vargas and Rivera have some different recollections as well, whether because their memories have faded or they are mixing up the first conversation with Green and the conversation with the three officers at the entrance. (Tr. 821-22, 824-25, 1020-23, 1062-65, 1067). But in the end there is no dispute: (i) they were initially asked what was going on by Green, a Security Officer who had no reason to know why employees were gathering outside of the Hotel; (ii) the employees eventually responded (whether to Green or Johnson) that they intended to handbill; and (iii) after some initial confusion they were permitted to do so. (Tr. 261, 284-86, 294-95, 1064, 1069, 1297, 1301-02). On those facts, there was no violation.

**C. The General Counsel Failed to Prove The Officers Were Agents.**

Even assuming the above surveillance and interrogation did occur, General Counsel's argument still fails because the Security Officers did not act as the Hotel's agents. The Board applies common law principles to determine whether an agency relationship exists. *Wal-Mart Stores, Inc.*, 350 NLRB 879, 884 (2007). An agency relationship, therefore, may be found where the agent possesses either actual or apparent authority to act on the principal's behalf. *Id.* The burden of proving an agency relationship is on the party asserting its existence. *Tyson Fresh Meats, Inc.*, 343 NLRB No. 129 slip. op. at 3 (Dec. 16, 2004). The Board's test for determining whether an employee is an agent of the employer is whether, under all of the circumstances, employees would reasonably believe that the employee in question was reflecting company

policy and speaking and acting for management. *See, e.g., Waterbed World*, 286 NLRB 425, 426-427 (1987).

Actual authority is the power to act on the principal's behalf when that power is created by the principal's express or implied manifestation to the agent. *Wal-Mart Stores, Inc.*, 350 NLRB at 884. *See Poly-Am., Inc.*, 328 NLRB 667 (1999) (finding security guards to be agents where they acted on specific instructions from the employer to block striking employees from returning to the plant, to confiscate union literature, confront employees regarding union activities, and to videotape employees engaged in union activities); *Albertsons, Inc. & Lora Noble*, 344 NLRB 1172, 1172-73 (2005) (considering whether the alleged agent is merely a neutral observer or whether he is acting at the behest of management). Apparent authority, on the other hand, exists where the principal engages in conduct that 'reasonably interpreted, causes the third person to believe that the principal consents to have the act done on his behalf by the person purporting to act for him. *Poly-Am., Inc. v. NLRB*, 260 F.3d 465, 480 (5th Cir. 2001).

Here, aside from the fact that the officers' conduct was completely proper, the Hotel never instructed these individuals to engage in any type of surveillance or interrogation of Union supporters. (Tr. 284-85). In fact, when management found out about the situation, they radioed to the Security Officers to back off, which they did immediately. (Tr. 284, 297-99). While Security Officers have authority to maintain safety and order around the Hotel, there is no evidence they were given any specific instructions to perform engage in unlawful surveillance or to interrogate employees to interfere with their protected concerted activities. (Tr. 300, 1320, 1330-31). *Cf. Albertsons, Inc.*, 344 NLRB 1172, 1172-73 (2005). And in the end, Director of Security Turner advised all officers that if something like this happens again, to let the people on the property. (EX 31; Tr. 1327-28).

The Security Officers also lacked apparent authority because the employees, most if not all of whom were Committee Leaders, could not have reasonably believed that the Hotel authorized security guards to surveille or interrogate them to interfere with their engaging in protected concerted activities. The Board will consider whether the individual's statements or actions are consistent with statements or actions of the employer. *Waterbed World*, 286 NLRB at 427 (finding no agency relationship where no evidence was adduced showing that employees perceived alleged agent as "being privy to management decisions or as speaking with management's voice."). The Committee Leaders knew they had a right to conduct certain Union activities on and around the Hotel premises. (Tr. 340-41). Despite all of the Union activities testified to that were occurring constantly throughout the Hotel, and despite all of the allegations raised, the February 28th incident is the only one in which any Security Officer is alleged to have surveilled employees or interrogated them. Moreover, the General Counsel presented no evidence to show that, at the time of these incidents, employees perceived Security Officers as having such a role. *Waterbed World*, 286 NLRB at 427 (finding no agency relationship where no evidence was adduced showing that employees perceived alleged agent as "being privy to management decisions or as speaking with management's voice."). The employees did not actually think the Security Officers were spying on and interrogating them to interfere with their protected concerted activities.

The General Counsel failed to establish that the employees would reasonably believe that the Security Officers were reflecting Hotel or speaking and acting on behalf of management.

## **VI. SLOVAK DISTRIBUTION RULE**

### **A. Even Assuming Agency, No Violation of the Act Occurred.**

The General Council accuses Security Officer Slovak of interfering with employee rights to handbill in the EDR and creating a new “verbal rule” against distribution in the EDR. Yet Slovak did not such thing, and there certainly was no interference in the employees’ right to engage in protected concerted activities.

First, Slovak never told anyone that they could not distribute literature in the EDR. All he did, while on his own time at lunch, was say to a fellow co-worker that “I didn’t know they had it approved by HR,” meaning approval to hand out flyers in the EDR. (Tr. 1309-11, 1313). He did not even make the statement to the person handing out the fliers, Eleuteria Blanco, but to the co-worker. It was a comment, not a directive. Factually, no one was told that they could not handbill. Such a passive comment in that context in no way created the impression that Slovak was somehow acting on behalf of management to thwart employee rights under the NLRA. *See Albertsons, Inc. & Lora Noble*, 344 NLRB at 1172-73. Slovak was clearly a neutral observer at this time. *Id.*

The General counsel’s witness, Eleuteria Blanco, has a considerably different and incredible version of events. She claims that Slovak said that she “can’t do that because this is private property.” (Tr. 511). Blanco, who primarily speaks Spanish, claims to have asked Slovak in English to repeat what he said, which he did, and then asked another employee, Mino, what Slovak said. (Tr. 511-12, 520-22). Blanco claims that Mino responded to Slovak that “it’s legal what she’s doing because she can do it before she starts to work on her break and after she gets off of work.” (Tr. 512).

Blanco’s version of this incident is simply not credible. Arguably the difference between what was said by Slovak in English and what Blanco, a native Spanish speaker, understood was

said could be attributable to the language barrier -- but the fact is the rest of her testimony is contradicted by her own prior statements. Far from the version of events she relayed at hearing, in her affidavit provided shortly after the incident Blanco reported Slovak only made his statement once, and there is no mention of Mino intervening. (Tr. 525-26, 532). Despite claiming Mino spoke for her, in her Board affidavit she reports that she responded herself to Slovak in *Spanish*. (Tr. 527-28, 530-31). Blanco also had memory issues as to when she provided the affidavit. (Tr. 523). Her story simply does not make sense.

Second, even assuming Blanco's version is true, the fact remains that what Slovak said clearly did not reasonably tend to restrain, coerce or interfere with rights guaranteed by the Act. The record is undisputed that Blanco continued handbilling without incident that day and Slovak never made any attempt to intervene. *Cf. Aroostook City Regional Ophthalmology Center*, 81 F.3d at 213) (calling it "fanciful speculation" to hold that a rule is unlawful when "[t]here is nothing in the record suggesting that employees have been barred [from exercising Section 7 Rights].").

**B. Slovak Did Not Act as the Hotel's Agent.**

There can be no violation here because Slovak was not acting as the hotel's agent. Slovak was at lunch, on his own time, giving his opinion to an employee across from him. Slovak admittedly had no authority to enforce Hotel solicitation and distribution rules, had no authority or direction from the Hotel to discipline employees for engaging in union activities. (Tr. 1320, 1331). His only responsibility was to report handbilling if it ever became a nuisance and had no authority to stop Blanco from handbilling. (Tr. 1330-31).

Moreover, there is absolutely no record evidence that Slovak had ever been given any actual or apparent authority to enforce the Hotel's solicitation and distribution policies, much less make new ones. *See Poly-Am., Inc.*, 260 F.3d at 480 (apparent authority exists where the



principal engages in conduct that ‘reasonably interpreted, causes the third person to believe that the principal consents to have the act done on his behalf by the person purporting to act for him). Slovak is admittedly not a supervisor, and he does not even work in Human Resources. There is no evidence that the Hotel ever represented that Security Officers could make solicitation and distribution rules, much less enforce them in the EDR. *See Waterbed World*, 286 NLRB at 427 (employer never held employee out as speaking for management on alleged issue). In fact, the Employee Handbook has a specific written no solicitation no distribution policy. (GX 11, at pp. 14-15). Nowhere does that policy say it is subject to change by Security Officers. Indeed, the policy states that if employees have any question about the application of the policy they should consult their supervisor. Slovak had not received any instructions to intervene here, and the Hotel certainly did nothing to make employees believe that passing out flyers in the EDR was suddenly prohibited.

Clearly Blanco recognized Slovak had no actual or apparent authority to stop her from distributing literature. She testified that she fully understood that she had every right to distribute in the EDR. (Tr. 512, 530). *See Waterbed World*, 286 NLRB at 427 (finding no agency where employees did not believe employee spoke for management). That is why in her version of events she claims that she -- or Mino -- told Slovak she could do it. Regardless of what he said, she continued distributing her flyers because she knew that she had the right to do so. (Tr. 530-31, 1315). Whatever she thought she heard him say, she never believed he had the authority to stop her.

The General Counsel has failed to prove Slovak was acting as the Hotel’s agent in the EDR that day. As such, this allegation must be dismissed.

## **VII. DOUCETTE THREAT/ DISTRIBUTION RULE**

The General Counsel alleges that, in or around March 2015, former Food and Beverage Manager James Doucette unlawfully threatened GRA Eleuteria Blanco with unspecified reprisals, physically pushed her, and promulgated and enforced a rule prohibiting employees from distributing union literature in the parking lot. The General Counsel failed to show by a preponderance of the evidence that any unlawful conduct occurred.

### **A. Doucette Did Not Threaten or “Push” Blanco**

Doucette did not unlawfully threaten Blanco with unspecified reprisals for engaging in union activities. To begin, Doucette was wholly unaware of any employee engaging in Union activities. Doucette credibly testified that he approached Blanco, whom he could not identify as a Hotel employee, and another Food & Beverage employee when it appeared that Blanco was harassing the employee. (Tr. 1485-88). Doucette had no reason to know who Blanco was: She was not in uniform and her credit-card sized work badge, assuming she was even wearing one, was allegedly in a lanyard around her neck dangling somewhere near her belly button along with two pins that covered it up. (Tr. 531-32). Even if Blanco was wearing the badge, there is no reason to assume Doucette, who stands at approximately 6’6” tall, saw it in on the lanyard hanging at Blanco’s belly button along with the two pins hanging with it, on the admittedly “little” Blanco. (Tr. 540, 1502-03). Notably, even Blanco in her affidavit said nothing about showing him her badge. (EX 16, Tr. 536-538). *Service Spring Co.*, 263 NLRB at 823 n.8.

While the employee parking lot is not a restricted area, it is for employee parking only and nonemployees are generally asked to vacate the area or are taken to security. (Tr. 1485, 1507-08). Thus, Doucette had every reason - and right - to inquire into what Blanco was doing on the property and to ask her to follow him to the Security Department when she said she was not an employee. (Tr. 1488-91). *The Wackenhut Corp.*, 348 NLRB 1290, 1298 (2006) (no

violation of the Act where a manager interrogated an employee about the unauthorized entry of persons onto the employer's property where there was a legitimate security concern). While Blanco claims that Doucette identified himself as "security," this lacks plausibility and is likely a case of Blanco, who only understands a "little bit" of English, misinterpreting Doucette's request that she go to security. (Tr. 502, 505).

Doucette did not threaten Blanco with anything, he simply asked her to come to security to sort out whether she could be on the premises doing what she was doing, since she claimed not to be an employee. (Tr. 1488, 1490). Nor did he push her. Doucette credibility testified he never touched the woman, and kept a good distance away from her. (Tr. 1492-93). Doucette, a former employee called under subpoena, came across a credible and had no reason to lie for the Hotel. *See Flexsteel Industries*, 316 NLRB at 749.

**B. Even Assuming Some Physical Contact, That Did Not Violate the Act**

Doucette's alleged "push," even assuming, *arguendo*, it occurred, did not violate Section 8(a)(1). The Board has held that a manager's slight physical contact with an employee engaged in protected activity is not necessarily coercive under 8(a)(1). *Cf. Battle Creek Health System*, 341 NLRB 882, 901 (2004) (concluding that union agent's physical contact with an employee consisted of a "brief, almost involuntary, touching consistent with [the agent's] general style of interaction with others" which was "not intended to be intimidating, and . . . not coercive."). Here, Blanco testified that Doucette allegedly pushed her with his left elbow on her right upper arm as he instructed her to go to security. (Tr. 502-03, 506, 541-44). At most, Blanco's gestures and explanations at hearing suggest nothing more than one nudge with Doucette's elbow. Assuming this is true, there is nothing inherently coercive about the alleged contact under the circumstances. *Cf. Battle Creek Health System*, 341 NLRB at 901.

**C. There Was No “Rule”**

The General Counsel failed to show that Doucette promulgated or enforced any unlawful rule. As discussed above, Doucette simply responded to what he credibly believed to be a nonemployee harassing another employee in the employee parking lot. Doucette did not tell anyone “don’t do that” in response to anything that appeared to be protected activity. (Tr. 502, 1488-90). Although he asked Blanco to go to the Security Department to figure everything out, Blanco was subsequently told by Director of Security Turner that everything was fine and that she could continue handbilling in the parking lot. (Tr. 1496). Doucette did not implement any rule.

Even Blanco’s claims, if assumed true, do not show the creation of a rule against soliciting in the employee parking lot. Blanco has Doucette telling her “Don’t do that” and then telling her she needed to go to security. (Tr. 503). Yet she also admits that after being taken inside, eventually Doucette told her “Lady, go. You go.” (Tr. 508-09). Then she has the Director of Security telling her “That’s okay. You go, no problem.” (Tr. 508-09). Blanco was not disciplined, and indeed returned to soliciting in the parking lot without incident. (Tr. 545). At no point did Blanco believe she, in fact, could not engage in union activities in the employee parking lot or cease engaging in these activities.

No rule was implemented. At best, under either version of events, you have a manager seeking clarification as to whether Blanco could do what she was doing. The answer was that she could, and Blanco resumed her activities. There was no violation of the act.

**D. Blanco’s Testimony Was not Credible.**

Blanco was not a credible witness. She got caught up in several inconsistencies with regard to her prior affidavit when testifying about Slovak. *See* Argument § VI.A, *supra*. For

that reason alone she should not be credited, but her testimony regarding Doucette was no different.

Notably, while Blanco testified that she showed Doucette her badge, and thus Doucette must have known she was an employee despite her not being in uniform, she said nothing about this key fact in her Board affidavit. (EX 16, Tr. 536-538). Additionally, Blanco's added allegation that the unidentified co-worker literally took off running in fear also lacks any and all credence. (Tr. 539). Blanco also failed to mention anything about how fast the other worker left the area in her Board affidavit. (EX 16; Tr. 536-38). *Service Spring Co.*, 263 NLRB at 823 n.8 (“[T]he omission of a fact crucial to the ultimate issue of one's discharge raises a substantial question concerning his credibility.”).

Moreover, it stretches belief to think that if Blanco had been brutalized as she claims, that she would not report it to either Human Resources or her managers. She knew her rights under the Act (Tr. 495-96), had handbilled in the parking lot numerous times since July 2014 without incident (Tr. 495-96, 514), and also was well aware that it was against Hotel rules for an employee to touch someone against their will. (GX 11, p. 33; Tr. 547, 550-51). Yet she did not complain, much less report it to them. (Tr. 547). As the Judge no doubt observed, Doucette on the stand came across as laid-back, rather easy-going individual. He was not the type of enraged bully Blanco claims to have encountered in the parking lot. (Tr. 506). Blanco's melodramatic testimony notwithstanding, the fact that she failed to report this apparently traumatic altercation so contrary to what she knew her rights were undermines the credibility of her story.

Last but not least, it makes no sense whatsoever that Doucette would tell her he was “security.” He would have no reason to claim he was security; as a manager he certainly would have had the authority to order her inside. All this testimony does is beg the question of whether

Blanco understood what was being said in English. (Tr. 502). Doucette asked her to go to security, which she testified was “go to the office of security.” (Tr. 503). It is possible in her limited English questioning of him and his response she mistook him as saying he was a Security Officer as well. One has to question what she understood of anything Doucette said.

Blanco’s testimony cannot be credited.

### **VIII. CRETIN TRAINING AND PROMOTION THREATS**

The General Counsel alleges that on June 7, 2015, Manager Cretin threatened employees by telling them that they would lose training opportunities or not be selected for promotion if they wore a Union insignia or supported the Union. The General Counsel bears the burden of showing by a preponderance of the evidence that the Hotel interfered with, restrained, or coerced employees’ Section 7 rights by use of threat or withholding job opportunities. *Hickory Creek Nursing Home*, 295 NLRB 1144, 1147 (1989); *Ohi America, Inc.*, 313 NLRB 447, 450 (1993). The credible testimony fails to establish that any 8(a)(1) violation occurred.

#### **A. Training Allegations**

The General Counsel failed to show that Cretin threatened GRA Ofelia Diaz that her Union support was “ruining” her opportunities to train new hires and that she was “never going to get anything here.” Cretin credibly testified as to what had happened, and specifically denied Diaz’s claims that she pointed to Diaz’s Union pin, told her this was all due to the Union or the Union pin, and told her that she was ruining her career. (Tr. 1396-97).

When Diaz approached Cretin in the Housekeeping office about her training opportunities, Cretin informed Diaz that Cretin was no longer the training manager, and that her opportunities were dependent on her availability to take the training class. (Tr. 1393-95, 1420-21). Diaz, not Cretin, asked if she was losing training opportunities because of Diaz’s support for the Union and Union button. (Tr. 1394-96). Cretin immediately denied this, explained how

the new Training Manager Wandick required trainers to take a class first (Diaz had been off work for about three months), and then promptly spoke with Wandick, who entered the Housekeeping office after Cretin's conversation with Diaz, about taking the training class. (EX 44; Tr. 1394-95, 1420-21). Even Diaz admitted hearing Cretin asking Wandick about training on her behalf -- something Cretin would not have done if she did not want her to have training opportunities. (Tr. 630-31). As a former employee, Cretin has no incentive to lie on behalf of the Hotel about her discussion. *Flexsteel Industries*, 316 NLRB at 749 (“[A]s a former employee who has no reason to lie . . . I found [the witness] credible.”).

Moreover, it was not as if the Hotel was depriving Union supporters of training opportunities or even denying Cretin training opportunities. To support her claims, Diaz falsely alleged that Committee Leader Carmen Llarull was no longer allowed to train employees after she became active in the Union. (Tr. 627-28). But the record shows that Llarull received extra pay as a dual rate employee when training and was assigned new hires to train after she openly campaigned for the Union (EX 42, 45; Tr. 1580-86). Wandick ceased employment shortly after the conversation between Diaz and Cretin, and when Magana took over Diaz was on the training rotation and received training opportunities and additional pay. (EX 43, 45; Tr. 1592-96). To the extent her training was limited, it was due to missing the trainer class when she was off work for close to three months in early 2015, her seniority as a trainer, and the fact that she then went off on an injury leave. (EX 44; Tr. 1587-88, 1592-96). There would have been no reason for Cretin to make such a threat when the Hotel was clearly having pro-Union employees train. .

On the other hand, Diaz, as a Committee Leader and staunch Union supporter has every reason to make such baseless allegations in order to the Union's foot in the door of the Hotel. Notably, Diaz's Board affidavit failed to mention that Wandick was present for the conversation

despite Diaz claiming that Wandick was present (allegedly in the EDR, not the Housekeeping office). (Tr. 631-32). *See, e.g., Service Spring Co.*, 263 NLRB at 823 n.8. The General Counsel did not elicit any testimony from Wandick or other witnesses corroborating Diaz's version of events. *See Garvey Marine, Inc.*, 328 NLRB at 1008 (finding other witnesses more persuasive because witnesses' credibility was undermined by the "lack of corroboration").

Last and certainly least, Cretin was not the training manager at the time and Diaz claimed that Cretin immediately asked Wandick why "they" did not give Diaz people train. (Tr. 1394-95). Thus, even assuming, *arguendo*, Diaz's claims are true, Diaz reasonably should have known that Wandick, not Cretin, was in charge of the training schedule, undermining any coercive impact of Cretin's alleged "threat." *Sterling Precision Corp.*, 131 NLRB 1229, 1235 (1961) (implying that if employee had known that manager lacked the authority to carry out a threat of discharge, reliance on the threat would be unreasonable). This is doubly true given she admitted she heard Cretin asking Wandick what was going on with the training schedule. (Tr. 631).

## **B. Promotion Allegation**

The General Counsel failed to show that Cretin told Llarull that Rodolfo Aleman did not receive a promotion because "they will never give it to him because of his Union activity and because of his button." (Tr. 660). This simply did not happen. In fact, Cretin credibly testified that she told Llarull that Aleman was ineligible for a promotion because of a prior discipline in his file. (EX 34; Tr. 1389-90). Not only was Cretin's statement absolutely true, (EX 34), she credibly testified that she provided Llarull with Aleman's disciplinary information against Hotel policy in order to avoid having Llarull claim there was favoritism. (GX 11 p. 17; Tr. 1390-91). It defies reason that Cretin would go out of her way -- and willingly subject herself to the sort of claim Llarull makes here -- just to say that Aleman's Union sympathies were the reason he was



not promoted, especially when she was knew the actual non-discriminatory reason he was ineligible. Again, as a former employee, Cretin had no reason to lie on the stand. *Flexsteel Industries*, 316 NLRB at 749.

Llarull, on the other hand, is one who wants the Union in the Hotel “with all her heart” and would say whatever she believes is necessary, including insulting fellow Union supporter, to assist the Union. (GX 24; Tr. 686-89, 776-77, 794-96, 970-71, 975). Llarull’s testimony as to other issues greatly differed from her Board affidavit and was not credible. *See* Argument §§ IV.A.2, IV.B.2, VII.B. Llarull is not a credible witness.

## **IX. KEERAN INTERROGATION AND THREATS**

The General Counsel alleges that, in or around February 2015, Status Clerk Lead Keeran unlawfully interrogated Celia Vargas regarding why she was a Union supporter. The General Counsel also alleges that, on or about June 22, 2015, Keeran told employee Ryan Aguayo that, if the Union came in, his and/or his co-worker’s hours would be reduced to 20 hours per week.

### **A. Keeran is Not a Statutory Supervisor**

As discussed more fully in the Hotel’s Motion for Summary Judgment, *infra*, and incorporated by reference herein, the General Counsel cannot show that Status Clerk Lead is a supervisor under Section 2(11) of the Act. 29 U.S.C. § 152(11). Accordingly, any conduct alleged by the General Counsel, to the extent it occurred, is not binding on the Hotel.

The General Counsel cannot establish that Keeran has any authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action. Indeed, Keeran credibly denied possessing any such authority. (Tr. 912-14).

Moreover, to the extent any of Keeran’s job duties are deemed sufficiently “supervisory,” they are merely routine or clerical nature and do not require the use of independent judgment.

*See generally Oakwood Healthcare, Inc.*, 348 NLRB 686, 689 (2006). The General Counsel cannot show that Keeran's job duties with respect to the work schedule, tracking employee attendance points, preparing disciplinary forms, editing payroll forms, calling employees to cover shifts or receiving calls from employees calling off, or any other functions require the use of independent judgment as a matter of law.

Finally, no other secondary indicia of supervisory status, including Keeran's uniform or desk, are sufficient to establish her supervisory status or warrant depriving her of employee status and all the incumbent rights provided employees under the Act. Accordingly, the General Counsel's allegations regarding Keeran should be dismissed on this basis alone.

**B. Keeran Did Not Unlawfully Interrogate Celia Vargas About her Union Sympathies**

Assuming Keeran is a statutory supervisor, the General Counsel failed to meet its burden of proving that she unlawfully interrogated Celia Vargas about her Union sympathies. The Board has long held that an employer's mere inquiry into the reasons for an employee's union support is not *per se* unlawful. *Rossmore House*, 269 NLRB 1176, 1177 (1984) ("To hold that any instance of casual questioning concerning union sympathies violates the Act ignores the realities of the workplace."). Absent evidence of threats or other coercion, the test whether, under all the circumstances, the interrogation reasonably tends to restrain, coerce or interfere with statutory rights. *Id.*

Here, Keeran credibly denied that she ever asked Vargas why she supported the Union. (Tr. 1454). The only time Keeran would be in the EDR in the morning would to pass out room keys and iPads to GRAs, which she does around 7:45 a.m. (Tr. 1454-55). Moreover, it is perfectly reasonable that Keeran would see Vargas in the hallway near the Housekeeping office where Keeran worked. (EX 18; Tr. 1005, 1034-35).

To the extent Keeran even had the alleged discussions with Vargas, the Hotel is at a loss as to what unlawful interrogation occurred. Vargas does not allege that Keeran threatened her or engaged in any other coercive conduct when allegedly asking why Vargas, an open Union supporter and Committee Leader, supported the Union. *See Rossmore House*, 269 NLRB at 1177. Assuming Keeran even asked Vargas this question, it is entirely lawful. *Id.* The General Counsel failed to show any unlawful interrogation.

**C. Keeran Did Not Unlawfully Threaten Ryan Aguayo With a Reduction in Hours**

It is well-settled that Section 8(c) permits employers to make predictions “as to the precise effect [they believe] unionism will have on [their companies], so long as “the prediction must be carefully phrased on the basis of objective fact to convey an employer’s belief as to demonstrably probable consequences beyond his control . . . .” *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969). While a baseless claim that unionization may result in reduced hours could violate 8(a)(1), the credible evidence fails to establish that any such comment was made or that it reasonably interfered with employees’ Section 7 rights.

Keeran credibly denied that she ever told Aguayo or Perez that any employee’s hours would be reduced to twenty hours per week if they supported the Union. (Tr. 914-15). Indeed, such a claim would have been absurd given that on-call Housemen are scheduled eight hour shifts, making it impossible for their hours to be reduced to only 20 hours per week. (Tr. 915). Although Aguayo testified there other people in the office when Keeran made the alleged comment, the General Counsel relies entirely on Perez, who claims that nobody else was in the office for the alleged conversation and claims to have heard Keeran say something notably different than Aguayo. (Tr. 793, 966).

Moreover, the General Counsel's witnesses are generally incredible. Aguayo testified that Keeran stated "do you know that if you wear that button and the union comes in you're only going to get [] 20 hours every pay period." (Tr. 966). When pressed, Aguayo could not remember if Keeran told him he would get 20 hours every pay period or 20 hours per week. (Tr. 966). In an attempt to corroborate Aguayo's claims, Perez testified that, on an unspecified date in 2015, he was with Aguayo outside of the Housekeeping office when Keeran looked at the employees' Union badges and said if the Union comes in, *all* on-call employees would only receive 20 hours or less. (Tr. 779-782, 793). These are notable discrepancies which undermine the employees' stories. *See Multi-Medical Convalescent*, 225 NLRB at 432 (finding that alleged threat did not take place because of the "significant discrepancy among General Counsel's witnesses.").

Moreover, it defies credulity that Aguayo or Perez would somehow find this claim coercive given that neither employee claims that Keeran dictates how many hours employees work. Aguayo simply testified that Keeran was the "attendance lady" and the "the one that tells your attendance and takes your schedule or something like that. She takes my schedule and fixes my attendance sometimes." (Tr. 973-74). While Perez claimed Keeran was a "manager," he did not know why or claim that she had any authority over his hours. (Tr. 793). Thus, any reliance on Keeran's alleged threat is unreasonable. In sum, the General Counsel's allegations are baseless and should be dismissed.

### **CONCLUSION**

For all of the foregoing reasons, the Complaint should be dismissed in its entirety.

## THE HOTEL'S MOTION FOR SUMMARY JUDGMENT

Pursuant to Sections 102.24 and 102.35(a)(8) of the Board's Rules and Regulations, the Hotel hereby submits its brief in support of its motion for summary judgment as to the Section 2(11) supervisory status of Status Clerk Lead Christina Keeran. (Tr. 843-952). Rule 56 of the Federal Rules of Civil Procedure provides that summary judgment shall be rendered if the "pleadings, deposition, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(e); *Standby One Assoc.*, 274 NLRB 952 (1985).

### **I. LEGAL STANDARD**

Section 2(11) of the Act defines a "Supervisor" as:

any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

29 U.S.C. § 152(11).

The Act thus creates "a three-part test for determining supervisory status." *NLRB v. Kentucky River Community Care, Inc.*, 532 U.S. 706, 712-13 (2001). Individuals are supervisors if: (1) they hold the authority to engage in any one of the twelve listed supervisory functions; (2) their "exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;" and (3) their authority is held "in the interest of the employer." *Id.*

It is well established that the burden of proving that a certain individual is a supervisor rests squarely on the party asserting that such a status exists. *See Arlington Masonry Supply, Inc.*, 339 NLRB 817, 818 (2003); *Third Coast Emergency Physicians*, 330 NLRB 756, 758 (2000).

The Board has long recognized that supervisory status should not be construed broadly. *See Children's Farm Home*, 324 NLRB 61, 66 (1997). It is also well established that isolated and infrequent incidents of supervision do not elevate an employee to supervisory level. *See id.* at 61. Finally, when the evidence is in conflict or is inconclusive as to any particular indicia of supervisory status, the Board's practice is to find that supervisory status does not exist. *See, e.g., The Door*, 297 NLRB 601, 602 (1990).

Under this standard, there is no genuine issue of material disputed facts sufficient to show that Housekeeping Dispatcher-Lead Christina Keeran is a supervisor under the Act. Accordingly, the Judge should grant the Hotel's motion for summary judgment and dismiss each of the General Counsel's claims regarding Keeran's alleged conduct.

## **II. MATERIAL FACTS**

### **A. Status Clerks**

The Hotel currently employs approximately ten to twelve status clerks (a.k.a. "dispatchers") and one Lead. (Tr. 775-76, 846). Status clerks are responsible for, among other things, answering the telephone calls, which are primarily from employees, and relaying those calls to managers, inspectors, housemen, guest runners (housemen assigned to deliver items to guests), or housekeeping runners (housemen assigned to deliver items to housekeepers and housemen). (GX 22-23; Tr. 859-60; 1130).

During regular business hours, status clerks will also receive calls from housekeeping employees who, for example, are calling off for their shifts or reporting that they will be tardy. (Tr. 518, 869-70, 1385-86). Status Clerks also are responsible for placing guest requests into a mobile app called "Hot SOS," which is transmitted to the GRA responsible for a given room. (Tr. 859-60).

The status clerk “opener” assigned to come in early each morning to open is responsible for initially making the room assignments each morning. (Tr. 861, 1112-13). This task is typically routine, as the full-time staff with assigned areas/functions are assigned those areas/functions, and on-call people are assigned to fill in where no full-time person is assigned. (Tr. 861-62). When a full-time employee’s section is closed, whether due to a lack of guests or preventative maintenance such that they do not have a full work load, the opening dispatcher will simply slot in additional rooms for the person. (Tr. 862). A housekeeping manager will review this to make sure everyone is assigned appropriately. (Tr. 862-63).

Status clerks wear a uniform consisting of a white shirt under a grayish-brown vest and matching pants or skirts. (Tr. 192-93, 1052-54, 1456-57, 1556). The status clerk desk is located along the right wall of the Hotel’s Housekeeping Department immediately outside of Assistant Director Kwon’s and Manager Engle’s office. (EX 18).

**B. Christina Keeran and Status Clerk Lead Job Duties**

Christina Keeran was hired on March 10, 2008, as a status clerk at the Hotel. (Tr. 843, 940-41). In December 2013, Keeran was promoted to the position of Status Clerk Lead. (GX 29-30; Tr. 943-44).

While Keeran sometimes reminds other status clerks to answer their phones in three rings per Hotel policy, she does not generally oversee the status clerks’ work nor does she have authority to issue discipline if they fail to perform. (Tr. 210, 263, 864, 867-70, 922). Keeran does not discipline employees or otherwise coach them on the performance of their jobs. (Tr. 864-65). Keeran, the status clerks, and Administrative Assistant Vania Mariscal, all wear the same uniforms, which consist of a white shirt under a grayish-brown vest and matching pants or

skirts. (Tr. 192-93, 1052-54, 1456-57, 1556).<sup>20</sup> Keeran does not have her own office, but shares a desk with several other status clerks and managers. (Tr. 874-75, 882-83, 1127). Keeran directly reports to the Housekeeping Floor Managers. (Tr. 876-77). Keeran's Hotel-issued email address is not included in the group email address for the Housekeeping management team. (Tr. 893-94).

As Status Clerk Lead, Keeran also assists with preparing the weekly schedule and performing other miscellaneous duties (*e.g.* helping hand out keys and iPods); and on the two days per week Vania Mariscal is off duty Keeran covers for her by entering employee's points into their attendance calendars and handling certain payroll functions. (Tr. 186, 210, 225, 497-98, 566, 846, 1138).

### **1. Assisting with the Weekly Schedule**

Every week, Keeran assists Director of Housekeeping Alejandra Magana in the preparation of the weekly schedule for the Housekeeping Department employees. This process begins with Keeran receiving the Hotel's 12-day occupancy forecast from Magana, who receives them from Hotel employee Jamie McCartney. (EX 20; Tr. 847-849; 902-04). Keeran then enters those numbers into a computer program, which determines the number of GRAs needed for a given day. (EX 21; Tr. 847, 849).

Keeran will also enter whatever vacation or leave requests have been approved by Magana into the system. (EX 20; Tr. 849, 903-04). Employees submit their day-off requests in a box located near the entrance to the Housekeeping, close to Mariscal's desk. (EX 18; Tr. 1128-30). Mariscal separates and compiles the various requests and gives them to Keeran, who enters

---

<sup>20</sup> Throughout the hearing, several witnesses referenced another "Christina" in the Housekeeping Department, referring to Krystyna Stills, Housekeeping Department Floor Manager. (Tr. 202, 496-97, 560, 614, 754, 1005-07, 1273). Ms. Stills is not to be confused with Ms. Keeran, who is not a Floor Manager and does not engage in any of the supervisory functions in which Ms. Stills or other Floor Managers engage. *See* Respondent's Motion for Summary Judgment, *infra*.



the requests into a spreadsheet for Magana's review and approval. (Tr. 1130). Magana has the sole authority to approve or deny the employees' requests. (Tr. 600, 849, 908-09, 1129-30, 1136, 1211-12). Magana will then give Keeran a list of those requests that have been approved. (EX 20; Tr. 849, 851, 903-04). After Keeran enters the vacation requests into the computer system, Magana will double check that Keeran entered the vacations Magana approved correctly. (Tr. 849, 852, 857-59).

The computer program automatically populates the schedule with the names of GRAs in seniority order. (EX 21; Tr. 850-51, 854). Fulltime GRAs are automatically scheduled five days per week. (Tr. 854-55). Magana ultimately decides if more or less GRAs are needed than those generated by the computer program. (*Id.*). On-call employees and newer full-time employees do not have guaranteed days off, but depending on what Magana determines are the staffing needs for a given day, Keeran slots them in, by rotating seniority order starting with the most senior on-call person who has not scheduled off for that day. (Tr. 774, 907-08, 962, 1106).

Keeran does not possess the authority to remove employees from the schedule. (Tr. 856). In order to account for the requested days off approved by Magana and the schedules of "floaters" and on-call employees, Keeran or Mariscal go through and fill in each day "one-by-one" so that the necessary number of GRAs are scheduled for each day. (Tr. 849). Based on the number of GRAs the computer program determines are necessary, Keeran or Mariscal will enter the names of the available GRAs by seniority order. (EX 9; 849-850). Either Keeran, with Magana's approval, or Magana herself will then plug in the times on the schedule. (Tr. 854).

Magana is ultimately responsible for answering any employee questions regarding their schedules or changing the schedule of an employee has an issue. (Tr. 856). If employees bring questions regarding their schedules or room assignments to Keeran, she may answer routine

questions, but will typically refer the questions to Magana or the appropriate Floor Manager. (Tr. 856, 860-61, 874).

## **2. Tracking Attendance Points**

During the two days Mariscal is off work each week, Keeran may cover for Mariscal by tracking employees' attendance points on their attendance calendar. (GX 26, 34; Tr. 225, 870-71, 897, 1143, 1148, 1197, 1211, 1352-53, 1357, 1611). As discussed in Statement of Facts § II.A.1.b, *supra*, each employee's attendance points are tracked on an Excel spreadsheet which can be printed as an attendance calendar. (Tr. 894, 1197). If an employee calls the status clerks to report an absence, or is otherwise late or absent on a given day, the clerk typically sends an email the Housekeeping Department's management team, Keeran, Mariscal, and the status clerks to notify them of the absence. (GX 23, 28; Tr. 893-94). Based on the nature of the absence or tardy and the number of points warranted under the Hotel's policies, Keeran, when covering for Mariscal will enter the appropriate amount of points into the employee's attendance calendar. (Tr. 893-94).

Although Keeran may enter points into the employees' calendars, she does not decide whether the points trigger discipline or discipline employees based on their point totals. (Tr. 870-71, 897, 1143, 1148, 1197, 1211, 1352-53, 1357). If an employee reaches a certain number of attendance points to trigger discipline under the Hotel's policy, Keeran may notify management and may draft the disciplinary document required for by the policy and provide it to Magana, Kwon, or another floor supervisor for review and determination as to whether to issue discipline. (Tr. 897-98, 1148-49). However, the disciplinary forms drafted by Keeran are not always issued to employees and employees do not necessarily receive the discipline noted on the form. (Tr. 1148-1150; 1196). Keeran does not otherwise participate in the disciplinary process. (Tr. 866-67, 1148).

Keeran may also answer employees' questions about why under the Hotel policy points were assessed. (Tr. 870-72, 897, 1143, 1148, 1197, 1211, 1352-53, 1357, 1611). Keeran, however, has no authority to reduce an employee's attendance points. (Tr. 912). To the extent Magana or Kwon decide to reduce points, they may direct her to record the reduction, but she is typically not aware of the specific reasons for a point reduction beyond what she is told to record on the attendance calendar. (Tr. 897-99).

### **3. Editing Payroll Documents**

On the two days each week when Keeran covers for Mariscal, she assists with payroll. (Tr. 848). Keeran primarily makes edits to employees' time punches if, for example, they failed to clock in or out for a shift. (Tr. 848, 923). The Hotel uses biometric punch-clocks, where employees' fingers are scanned in order to punch in or out. (Tr. 924). Employees whose fingers will not scan can enter a comment on a handwritten sign-in sheet that the punch clock did not record their time. (Tr. 848, 923-94). If an employee is not showing a computer punch-in or punch-out on a given day because the finger would not scan, Keeran will enter the employees' names into the computer and see what time they tried to clock in or out. (Tr. 848, 923). Keeran will then enter the appropriate time into the computer. (Tr. 848, 923). Any computer changes to reflect punch in problems based on an employee's timesheet are ultimately reviewed by Mariscal. (Tr. 924). If an employee shows up after the fact claiming the punch clock did not work yet the employee had not timely signed in by hand noting the punch clock problem, however, Keeran would need to get a supervisor to sign off on adjusting that time. (Tr. 924). Mariscal will then bring the payroll time sheets to payroll for processing. (Tr. 924).

### **4. Miscellaneous Duties**

Keeran sometimes may be tasked by Magana to call GRAs to come in to cover for employees who call off work at the last minute. (Tr. 863-64). These calls are only made once

Magana arrives for the day and decides whether on-call GRAs are required to cover an employee's shift. (*Id.*). Keeran has no authority to mandate that someone come into work. (Tr. 864, 909, 911-13, 915).

Keeran may, when instructed by a manager, inform employees of approved "early outs" (where a GRA finishes his or her credits and requests to leave work early) or that a manager has approved for an employee to go home sick. (Tr. 915-916). Keeran does not authorize the early-outs or authorize sick employees to go home. (Tr. 915-916).

Keeran does not assign rooms for GRAs to clean. (Tr. 861; 1111). While Keeran may instruct a status clerk to pick up a phone call by the third ring, she does not oversee the status clerk's, evaluate their performances, or otherwise direct their work. (Tr. 864-65, 912-14).

### **III. ANALYSIS**

There is no genuine issue of disputed material facts sufficient to show that Housekeeping Dispatcher-Lead Christina Keeran is a supervisor under the Act.

#### **A. Keeran Does Not Hold the Authority to Engage in Any Supervisory Functions.**

Even with all inferences drawn in the General Counsel's favor, the undisputed facts show that Keeran does not engage in any of twelve supervisory functions listed in Section 2(11) of the Act. None of the evidence presented by the General Counsel shows that Keeran possesses any authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action.

Keeran credibly denied engaging in any of the above functions. (Tr. 912-14). Moreover, none of the General Counsel's witnesses with any knowledge of Keeran's responsibilities testified that Keeran actually engaged in any true supervisory functions as defined by the Act.

For example, Ryan Aguayo merely testified that Keeran was the “attendance lady” and “the one that tells your attendance and takes your schedule or something like that. She takes my schedule and fixes my attendance sometimes.” (Tr. 973-74). Celia Vargas did not know what department Keeran worked in and only testified that Keeran wore a “gray uniform” and that she was “in charge of the work schedule.” (Tr. 1006, 1089). When asked why she believed Keeran was “in charge” of the schedule, Vargas merely testified that “we ask her when we need to make changes in the schedule, and she writes it up on the wall.” (Tr. 1006). Vargas expressly stated that she does not go to Keeran for anything else. (*Id.*) Notably, Vargas also did not list Keeran as a supervisor in her Board affidavit. (Tr. 1049-51). *See, e.g., Service Spring Co.*, 263 NLRB at 823 n.8. Moreover, while Jose Perez mentioned that Keeran was a “manager,” he immediately retracted and acknowledged that she is a “lead.” (Tr. 793). Likewise, Eleuteria Blanco testified that Keeran was a supervisor in status, made the schedules, and that she would call her when there was a hotel out. (Tr. 497-500). Yet, when questioned, Blanco admittedly did not know how the system worked or what Keeran actually did in status with regard to other Status clerks “because I don’t work in her department. I work in housekeeping. I can’t give him information on how it is or how is Christina’s post.” (Tr. 517-18).

On the other hand, Assistant Director of Human Resources Acosta testified that he does not go to Keeran for anything other than administrative assistance (printing schedules, retrieving documents, etc.), but will go to Magana or Kelvin Kwon for other issues or concerns regarding status clerks generally. (Tr. 211). None of the above testimony creates a genuine issue of fact as to whether Keeran engages in supervisory functions.

The General Counsel will likely refer to Keeran’s job description to claim she engages in supervisory functions. (GX 30). Yet “[i]t is well settled that employees cannot be transformed

into statutory supervisors merely by vesting them with the title or job description of supervisor.” *Heritage Hall*, 333 NLRB 458, 458-59 (2001) (citing *Schnurmacher Nursing Home v. NLRB*, 214 F.3d 260, 266 (2d Cir. 2000); *T.K. Harvin & Sons*, 316 NLRB 510, 530 (1995)); *In Re Training Sch. at Vineland*, 332 NLRB 1412, 1416 (2000) (“Job descriptions or other documents suggesting the presence of supervisory authority are not given controlling weight. The Board insists on evidence supporting a finding of actual as opposed to mere paper authority.”) (citations omitted). Notably, no evidence was presented that Keeran ever saw or followed this job description or that her job duties were in any way derived from the job description. (Tr. 945-46).

Thus, there are no genuine issues of fact sufficient to find that Keeran had the authority to engage in any supervisory functions.

**B. Any Alleged Supervisory Functions are Routine or Clerical and Do Not Require the Exercise of Independent Judgment in the Interest of the Hotel.**

The General Counsel will likely argue that a genuine issue of material fact exists as to whether Keeran had sufficient authority to assign, discipline, or responsibly direct employees by, assisting in the preparation of the weekly schedule, tracking employee attendance points, editing payroll forms, notifying employees of “early outs” or calling GRAs to cover certain shifts, or other job duties. In *Oakwood Healthcare, Inc.*, 348 NLRB 686, 689 (2006), the Board refined its analysis of the terms “assign,” “responsibly direct,” and “independent judgment” in assessing supervisory status. The Board announced that it construes the term “assign” to refer to “the act of designating an employee to a place (such as a location, department, or wing), appointing an employee to a time (such as a shift or overtime period), or giving significant overall duties, *i.e.*, tasks, to an employee.” *Id.* The credible evidence failed to establish that Keeran’s job functions are anything more than routine functions that do not require the use of independent judgment.

First, Keeran's assistance in the preparation of the Housekeeping Department schedule is not supervisory. The Board has refused to find supervisory status where an alleged supervisor scheduled employees, but had to seek approval by manager, and did not exercise independent judgment in scheduling. *Valley Mart Supermarkets*, 264 NLRB 156, 161 (1983); *Dean & Deluca*, 338 NLRB 1046, 1048 (2003) (evidence that alleged supervisor made out employees' schedules did not establish that he used "supervisory independent judgment" in carrying out his duties); *Auto West Toyota*, 284 NLRB 659, 661-62 (1987) (parts manager not a supervisor where his "scheduling" of other employees amounted only to an uncomplicated and regular rotation of employees).

Here, Keeran's duties consisted of simply plugging a pre-prepared 12-day forecast of the Hotel's staffing needs into a computer program, which creates the schedule based on seniority and full-time or on-call status. (EX 20, 21; Tr. 847-849; 904). Keeran will enter approved vacation or leave requests, but she does not approve or deny employees' requests. (Tr. 849, 1130). While the General Counsel introduced an employee's vacation request from 2012 signed by Keeran - before Keeran became Status Clerk Lead - (GX 25), she presented no evidence indicating that Keeran actually approved the request or did anything other than place her signature on the form after the request was approved. Indeed, the General Counsel did not rebut Keeran's testimony that, as a status clerk, she would sometimes be asked to sign request forms that a supervisor had verbally approved, but needed to go to payroll when no other manager was around to actually sign the approval. (Tr. 920-21). In those cases a supervisor would direct her to sign. (Tr. 920-21). A clerical employee's mere signing of a pre-approved request for leave does not evidence supervisory status as a matter of law. *See Bowne of Houston*, 280 NLRB 1222, 1223 (1986) (finding no supervisory status where alleged supervisor "performs the essentially

routine and clerical function of reviewing and signing the [time-off] request forms,” but the manager “gives final approval or disapproval for any request.”).

Moreover, Keeran does not possess the authority to remove employees from the schedule or otherwise revise the schedule without Magana’s approval. (Tr. 856). If employees bring questions regarding their schedules or room assignments to Keeran, she may answer routine questions, but will typically refer the questions to Magana or the appropriate Floor Manager. (Tr. 856, 860-61, 874). Although employees testified that Keeran would note certain changes approved by Magana to the schedule on the board, this is nothing more than a routine task. Even employees who actually make routine changes, where they actually approve the changes, something not in evidence here, are not considered to be supervisors. *See General Security Services Corp.*, 326 NLRB 312 (1998) (holding that employee who “made only occasional and routine changes to [schedules] in response to requests . . . or as required because of illnesses or vacations” was not evidence of supervisory status). Therefore, there are no disputed material facts sufficient to show that Keeran’s assistance with the schedule is anything other than routine or clerical in nature.

Second, the Keeran’s tracking of attendance points on employee attendance calendars and preparing disciplinary forms is insufficient to evidence of supervisory status. The Board will not find supervisory status where an employee merely performs the clerical function of tracking employee attendance and notifying managers when an employee reached a level of attendance infractions that required discipline. *See Feralloy West Co.*, 277 NLRB 1083, 1084 (1985); *Fleming Cos. Inc.*, 330 NLRB 277 n.1 (1999) (no evidence of independent judgment where employee’s “role in the issuance of disciplinary warnings is [] limited to the nondiscretionary



recording of instances of tardiness and absences and the distribution of a standard disciplinary form generated elsewhere.”).

Here, the undisputed facts show that Keeran occasionally tracked employee’s attendance points on their attendance calendars and would simply note on the calendar and notify management when employees reach a certain number of points triggering discipline under the Hotel’s policies. (Tr. 889-891). While Keeran may also prepare disciplinary forms, she does not decide if employees should receive discipline or otherwise have any involvement in the disciplinary process. These are precisely the functions that the Board found insufficient evidence of supervisory status in *Ferralloy West* and *Fleming Companies*. Moreover, Keeran’s occasional reminder that status clerks pick up the office phones by the third ring does not bestow supervisory authority upon her. (Tr. 864-65). *See Chicago Metallic Corp.*, 273 NLRB 1677, 1689 (1985) (“[A]n employee does not become a supervisor merely because [s]he gives some instructions or minor orders to other employees.”). Keeran does not otherwise discipline or oversee the status clerk’s work. (Tr. 864-65, 912-14).

Third, Keeran’s payroll tasks two times a week are not supervisory. Keeran edits to employees’ time punches if, for example, they failed to clock in or out for a shift because the punch clock did not accept their fingerprint but the employees manually recorded their time and noted the punch clock problem. (Tr. 848, 923). Any edits to an employee’s timesheet are ultimately reviewed by Mariscal, who then brings the payroll time sheets to payroll for processing. (Tr. 924). Any actual change to the time entry where the employee did not write in their time manually requires supervisory approval. (Tr. 924). The General Counsel can present no genuine issue of fact to show that these functions are anything more than routine and clerical in nature or that they require the exercise of independent judgment. *See International*

*Transportation Service, Inc.*, 344 NLRB 279, 285 (2005) (holding that an employee’s “payroll and billing duties were both clerical and routine in nature, not directly involving the supervision of any other employees.”); *Silverwood’s, F. B.*, 92 NLRB 1114, 1121 (1950) (finding the “payroll clerk” was not a statutory supervisor under the Act).

Finally, the General Counsel failed to establish that Keeran exercises independent judgment in any of the other job functions she performs. While Keeran may inform GRAs of “early-outs” or call GRAs to cover shifts, this is only done with Magana’s approval and Keeran has no independent authority to send employees home or call them into work. (Tr. 916-17). *Health Resources of Lakeview, Inc.*, 332 NLRB 878, 878-89 (2000) (calling off-duty employees about filling in for absent employees or sending sick employees home not supervisory).

Thus, to the extent that Keeran performs any of the job functions listed in Section 2(11), the General Counsel has failed to show that they are anything more than routine or clerical functions that do not require the use of independent judgment.

**C. No Other Indicia of Supervisory Status Exist**

The undisputed evidence also shows that Keeran wears the same uniform as the status clerks and Administrative Assistant Vania Mariscal, all of whom are non-supervisory staff in the Housekeeping Department. (Tr. 192-93, 1052-54, 1456-57, 1556). The fact that Keeran wears a uniform similar to other non-supervisors further supports her lack of supervisory status. *See, e.g., Vjnh, Inc.*, 328 NLRB 87, 102 (1999) (no supervisory status found in part where employees other than managerial or supervisory staff wore the same white uniform as the alleged supervisor); *Thompson Grp.*, 25-CA-22231, 1995 WL 1918205 (ALJ, Dec. 8, 1995) (“Since there is testimonial evidence that a number of nonsupervisory employees wore white shirts in the plant, I find that evidence of [the alleged supervisor’s] supervisory status is inadequate . . .”).

Moreover, the mere fact that Keeran shares a work desk with night Floor Managers does not evidence supervisory status. *See, e.g., Vjnh, Inc.*, 328 NLRB at 102 (finding no supervisory status where alleged supervisor shared an office with the director, particularly where other supervisory and non-supervisory staff share desks).

### **CONCLUSION**

The General Counsel has failed to establish that Keeran is a statutory supervisor as a matter of law. For all of the foregoing reasons, the Hotel's Motion for Summary Judgment should be granted.

Respectfully submitted,

SEYFARTH SHAW LLP

*/s/ William J. Dritsas*

---

William J. Dritsas  
(wdritsas@seyfarth.com)  
SEYFARTH SHAW LLP  
560 Mission Street, Suite 3100  
San Francisco, Ca 94105-2930  
Telephone: (415) 397-2823  
Facsimile: (415) 397-8549

Ronald J. Kramer  
(rkramer@seyfarth.com)  
Bryan R. Bienias  
(brbienias@seyfarth.com)  
SEYFARTH SHAW LLP  
131 South Dearborn Street, Suite 2400  
Chicago, Illinois 60603  
Telephone: (312) 460-5000  
Facsimile: (312) 460-7000

Attorneys for Respondents

**CERTIFICATE OF SERVICE**

I hereby certify that I have caused original copies of the foregoing RESPONDENT'S POST HEARING BRIEF to be served via electronic filing and e-mail the 16th day of February, 2016, upon:

Associate Chief Judge Gerald Etchingham (via e-file)  
National Labor Relations Board - San Francisco Division of Judges  
901 Market Street, Suite 300  
San Francisco, CA 94103-1779

Nancy E. Martinez, Acting Regional Director (via e-file)  
National Labor Relations Board  
Region 28  
2600 North Central Ave, Suite 1400  
Phoenix, AZ 85004-3099

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

Judith E. Dávila (via e-file and email)  
Field Attorney  
National Labor Relations Board  
Region 28 -- Phoenix Regional Office  
2600 North Central Ave., Suite 1400  
Phoenix, AZ 85004  
E-mail: Judith.Davila@nlrb.gov

Local Joint Executive Board of Las Vegas (via email)  
A/W Unite Here International Union  
1630 South Commerce Street  
Las Vegas, NV 89102-2700  
kkline@unitehere.org

Richard G. McCracken, Attorney at Law (via email)  
McCracken, Stemerma & Holsberry  
1630 South Commerce Street, Suite A-1  
Las Vegas, NV 89102-270  
rmccracken@dcbf.com

*/s/ Bryan R. Bienias*

---

Attorney for Respondent

# The Dissenter's Uprising: Miscimarra to lead Republican- majority NLRB

3/1/2017 by Dannah Rodriguez | Constangy, Brooks, Smith & Prophete, LLP

Like 5

G+1 0

Tweet

Share

**CONSTANGY**  
BROOKS & SMITH, LLP  
The Employers' Law Firm, Since 1946

CLIENT BULLETIN

Philip A. Miscimarra was nominated to the National Labor Relations Board by President Obama in April 2013. Mr. Miscimarra was quickly confirmed by the Senate and began his term in August 2013. Previously a management-side labor and employment lawyer, he served as the sole Republican on the Board for much of his term and regularly dissented from majority decisions by his Democratic colleagues.

In January, President Trump named Mr. Miscimarra Acting Chairman of the NLRB, replacing Obama appointee Mark Gaston Pearce, a Democrat who remains a member on the Board. The third Board member currently serving is Lauren McFerran, also an Obama appointee and a Democrat. Two seats on the five-seat Board are vacant, meaning that Democrats are still in the majority. However, the days are numbered for that Democratic majority: President Trump has the opportunity to nominate Republicans to fill the two vacancies, which will give the Republicans majority control. The Republican Board will be poised to reverse some decisions on important issues of interpretation of the National Labor Relations Act. In a press release, Chairman Miscimarra said, "I remain committed to the task that Congress has assigned to the Board, which is to foster stability and to apply the

National Labor Relations Act in an even-handed manner that serves the interest of employees, employers and unions throughout the country.”

Once the Board has a Republican majority, there are several areas of Board law where we may see reversals or modifications of decisional law. Under the Democratic-controlled Board, many observers would concede that the balance has tilted in favor of organized labor. A Republican majority is expected to be less hostile to employers, and we expect to see a more even-handed approach in interpretation and application of the NLRA. Below, we discuss five major areas of Board law where now-Chairman Miscimarra has written dissents that are potentially ripe for reversal or modification.

### **Areas Ripe for Reversal or Modification**

#### *More latitude for employee handbooks and employer policies*

It is no secret that the NLRB has cracked down on employee handbook rules and employer policies in recent years, forcing employers to walk a tightrope to attempt to ensure that the policies would not be interpreted as interfering with employees' Section 7 rights under the NLRA. Recent NLRB panels have found that employers may not maintain broad rules that require employees to treat other employees and management with respect, demonstrate loyalty, or maintain a positive work environment by communicating in a manner that is conducive to effective working relationships. Additionally, under current rules, employers are not allowed to maintain broad rules that prohibit offensive communications or arguments between coworkers.

These prohibitions stem from the current Board's application of a “reasonably construe test.” Under that test, any handbook rule or employer policy that can reasonably be construed to limit employees' Section 7 right to engage in protected concerted activity for the purpose of collective bargaining or other mutual aid or protection, is unlawful interference that violates Section 8(a)(1) of the NLRA. This is so even if the rule or policy does not explicitly restrict activities protected by Section 7, was not adopted in response to Section 7 activity, and had never been

applied to restrict Section 7 activity. The test has significantly limited employers' ability to draft handbook rules and other policies to manage their working environments.

In one dissent, Chairman Miscimarra wrote that it was time to completely abandon the “reasonably construe test,” stating that the Board has a “duty to strike the *proper balance* between . . . asserted business justifications and the invasion of employee rights in light of the Act and its policy.” (Quoting U.S. Supreme Court decision in *NLRB v. Great Dane Trailers, Inc.* Emphasis is in Supreme Court decision.) Under a Republican-majority Board led by Chairman Miscimarra, the NLRB may elect to adopt the test proposed by him – a test in which the Board would evaluate and balance “(i) the potential adverse impact of the rule on NLRA-protected activity, *and* (ii) the legitimate justifications an employer may have for maintaining the rule.” (Emphasis in original.) Presumably, with such a test in place, employers could once again strive to maintain a harmonious work environment through handbook rules and other policies that are conducive to employee work environments and productivity.

#### *Direct liability of employers with only remote or potential control*

In recent years, the Board under the Obama Administration took an expansive approach to finding joint employment. Under the new *Browning-Ferris* standard, “employer” status may be found by the Board to exist for an entity that may indirectly – or even potentially – control employees, without any evidence of actual or direct control. Given the countless types of business structures and relationships, many employers are rightly concerned that the *Browning-Ferris* standard will subject them to “employer” obligations and potential liability with respect to employees with whom they have no contact, and over whom they have no control.

Chairman Miscimarra dissented in *Browning-Ferris*, arguing that the new standard “rewrites the decades-old test for determining who the ‘employer’ is,” and would consequently “subject countless entities to unprecedented new joint-bargaining obligations that most do not even know they have, to potential joint liability for



unfair labor practices and breaches of collective- bargaining agreements.” He outlined how the Board’s majority departed from congressional intent. He noted that if Congress wanted relationships, such as third-party intermediaries, to be included in the statutory definition of “employer,” it could have easily said so. Instead, even though such complex business relationships existed when the Act was written, Congress intentionally imposed liability only on those employers who exercised a sufficient degree of direct control over employees under a common-law agency theory. Chairman Miscimarra believes that the *Browning-Ferris* standard impermissibly alters the law, and that the Board should never have departed from the common-law agency theory to determine whether an employer-employee relationship exists. With a Republican Board, the *Browning-Ferris* joint employer standard may be overturned, and employers may enjoy a return to the standard that had provided more predictability and stability in determining joint employer status.

*“The right to change policies” means the right to change policies*

A third battle in the NLRB arena involves the effect of management-rights provisions in collective bargaining agreements. For example, in *Graymont PA*, a management rights provision gave the employer the right to unilaterally “adopt and enforce rules and regulations and policies and procedures.” However, when the employer changed some work rules, and attendance and progressive discipline policies, a panel of the Board found that the employer did not have the right to change those policies because they were not specifically mentioned in the management rights provision. Thus, the panel majority found, there was no “clear and unmistakable” waiver of the employer’s obligation to bargain with the union before making the changes. In a strongly-worded dissent, Chairman Miscimarra commented that “no reasonable person reading this language could conclude that [the employer’s] right of unilateral action extended to rules, regulations, policies and procedures concerning some matters but not others.” He noted that a management rights provision can be general, yet simultaneously “clear and unmistakable.”

It seems likely that employers soon may no longer have to, in the Acting Chairman's words, "spell out every detail of life in an industrial establishment" in order to retain the right to make policy changes authorized by a management rights provision. Instead, general waiver language which "clearly and unmistakably" provides that the employer has the right to change policies and procedures is likely to suffice.

### *Supervisors*

Another area in which the current Board majority has pushed to tilt the playing field to unions' advantage is in the classification of workers as "employees," who are within the protection of the NLRA, as opposed to "supervisors," who are outside the law's protection. One recent case illustrates how that Board majority will selectively evaluate evidence to reach the results it wants. In that case, *Chi LakeWood Health*, employees' job descriptions explicitly stated that they were responsible for supervising other employees. Nevertheless, the Board discounted that evidence and concluded that the employees in question did not, in fact, possess supervisory authority and thus did not have "supervisor" status. That decision benefits organized labor in multiple ways. First, with fewer employees qualifying as "supervisors," unions have a relatively larger target area for expanding bargaining units to increase representation, membership numbers, dues revenue, bargaining power, and political influence. Employers are then left with more employees who can be organized and fewer supervisors at the "grass roots level" to distribute their message during union organizing efforts.

In a dissent, Chairman Miscimarra outlined the following considerations that he would take into account when determining whether workers were "supervisors" or "employees": "(i) the nature of the employer's operations; (ii) the work performed by undisputed statutory employees; and (iii) whether it is plausible to conclude that all supervisory authority is vested in persons other than those whose supervisory status is in dispute." Using this framework in the future, we would expect for mid-level supervisors in traditional settings to be excluded from the definition of "employee" – an outcome with both legal and practical benefits for employers facing union campaigns. Employers can hope for a clearer standard for

determining "supervisor" status that will take into account individual business structures and the realities in workplace settings.

### *Class action waivers in arbitration agreements*

A fifth area where we can expect change under a Republican-majority Board led by Chairman Miscimarra is on the issue of whether class action waivers by employees in arbitration agreements are valid and lawful. Currently, the Board follows the rule of *D.R. Horton* and its progeny, in which the Board determined that such agreements are invalid and unlawful. Some U.S. Courts of Appeal agree with the Board, and others disagree. The U.S. Court of Appeals for the Fifth Circuit disagreed with the Board in *D.R. Horton* and refused to enforce the Board's order in that case.

Now, the U.S. Supreme Court has granted *certiorari* in three cases to decide whether the Board rule in *D.R. Horton* is correct.

Chairman Miscimarra's view on the issue is clear. In a dissent in *Murphy Oil*, he vehemently opposed the *D.R. Horton* approach as an overreach of NLRB power, stating, "In today's decision, my colleagues treat our statute as the protector of 'class' action procedures under all laws, everywhere." Under this broad holding, the waiver of class actions would include non-NLRA claims adjudicated by courts and agencies other than the NLRB. According to Chairman Miscimarra, the Board's interpretation is unreasonable because there is no indication that Congress vested the NLRB with the power to trump all other federal statutes and prohibit class waivers for claims unrelated to the NLRA. He argued that the filing of a "class action" complaint by a single employee does not inherently involve protected concerted activity. Additionally, there is no legislative history of any intent by Congress to regulate the procedure by which employees can or cannot bring either NLRA or non-NLRA claims. By enforcing its *D.R. Horton* rule, the Acting Chairman argued that the Board was effectively exercising jurisdiction over non-NLRA cases that may be adjudicated in a court or by another government agency. The Board, he argued, thus is engaging in "haphazard, redundant and self-contradictory enforcement efforts regarding non-NLRA laws that, substantively and procedurally,

are enforced by courts and agencies other than the NLRB.” Finally, he stressed that under Section 9(a), employees have a right “at any time” to adjust “grievances” on an “individual” basis. This guarantee – that employees have the inherent power to adjust their own grievances – necessarily includes the right to refrain from exercising the collective rights in Section 7.

## Conclusion

With a new sheriff and two soon-to-be new deputies in town, we expect that there will be changes and reversals of NLRB decisions in the near future. We also anticipate that the Board will begin to apply the NLRA more even-handedly, and in a fashion that serves the interest of employees, employers, and unions, making the NLRB neutral territory for all involved.

---

## RELATED POSTS

[Daily Trumpdate \(Part Deux\): Philip Miscimarra named NLRB chair](#)

---

## LATEST POSTS

[EEOC Asks Court To Throw Out Wellness Lawsuit Filed By AARP](#)

[Is Siri A Victim And A Cause Of Sexual Harassment?](#)

[Missouri Supreme Court reinstates St. Louis city wage](#)

[Trumpdate: What's in Ivanka's "paid family leave" plan?](#)

[See more »](#)

---

*DISCLAIMER: Because of the generality of this update, the information provided herein may not be applicable in all situations and should not be acted upon without specific legal advice based on particular situations.*

© Constangy, Brooks, Smith & Prophete, LLP 2017 | Attorney Advertising

## WRITTEN BY:



Constangy, Brooks, Smith & Prophete, LLP

[+ Follow](#)



Dannah Rodriguez

[+ Follow](#)

## PUBLISHED IN:

Browning-Ferris Industries of California Inc.

[+ Follow](#)

Joint Employers

[+ Follow](#)

NLRA

[+ Follow](#)

NLRB

[+ Follow](#)

Trump Administration

[+ Follow](#)

Unions

[+ Follow](#)

Elections & Politics

[+ Follow](#)

Labor & Employment

[+ Follow](#)

Constangy, Brooks, Smith & Prophete, LLP on:



## How do you stay ahead of one of your company's greatest risks?

Follow JD Supra's Cybersecurity channel »

A morning brief for corporate readers:

- data breaches
- security
- privacy
- risk management
- compliance
- global regulations
- all other *cybersecurity* matters....

## JOURNALISTS

[Find a qualified source for your story »](#)

Connect with leading experts for quotes, background, [in-depth perspective...](#)

**From:** [Miscimarra, Philip A.](#)  
**To:** [Roscoe, John M. EOP/WHO](#)  
**Cc:** [Miscimarra, Philip A.](#)  
**Subject:** Thanks and Quick Question  
**Date:** Friday, April 21, 2017 8:28:17 PM

---

John, thanks very much, and congratulations on getting the other nominations out.

When will my actual designation occur, or has it occurred? (It affects what title appears on decisions issued on and after the date of designation.)

Again, thanks. Have a great weekend.

All the best,

Phil

Get [Outlook for iOS](#)

---

**From:** Roscoe, John M. EOP/WHO <[John.M.Roscoe@who.eop.gov](mailto:John.M.Roscoe@who.eop.gov)>  
**Sent:** Friday, April 21, 2017 6:49:38 PM  
**To:** Miscimarra, Philip A.  
**Subject:** Fwd: President Donald J. Trump Announces Intent to Nominate Personnel to Key Administration Posts

Begin forwarded message:

**From:** White House Press Office <[whitehouse-noreply@useopwh.service.govdelivery.com](mailto:whitehouse-noreply@useopwh.service.govdelivery.com)>  
**Date:** April 21, 2017 at 7:41:34 PM EDT  
**To:** <[john.m.roscoe@who.eop.gov](mailto:john.m.roscoe@who.eop.gov)>  
**Subject:** **President Donald J. Trump Announces Intent to Nominate Personnel to Key Administration Posts**  
**Reply-To:** <[whitehouse-noreply@useopwh.service.govdelivery.com](mailto:whitehouse-noreply@useopwh.service.govdelivery.com)>

THE WHITE HOUSE  
Office of the Press Secretary

---

FOR IMMEDIATE RELEASE  
April 21, 2017

**President Donald J. Trump Announces Intent to Nominate Personnel to Key Administration Posts**

President Donald J. Trump today announced his intent to nominate the following key additions to his Administration:

**Brett Giroir of Texas to be an Assistant Secretary of Health and Human Services, Health.** Dr. Giroir currently serves as President and CEO of ViraCyte, LLC and as an Adjunct Professor of Pediatrics, Tropical Medicine and Medical Ethics and Health Policy at Baylor College of Medicine in Houston. Prior to that he was the Executive Vice President and CEO at the Texas A&M Health Science Center, and earlier he served as Director, Defense Science Office of the Defense Advanced Research Projects Agency (DARPA), and also as a Chief Medical Officer at Children's Health in Dallas, as well as a Professor at the University of Texas Southwestern Medical Center. He earned a A.B., magna cum laude in Biology from Harvard University and his M.D. from the University of Texas Southwestern Medical Center. He has received the Secretary of Defense Medal for Outstanding Public Service and the Texas A&M University System Award for Innovation. He serves as Chair of the Veterans Choice Act Blue Ribbon Panel to Review and Assess the Veterans Health System, a Scientific Advisory Board Member at the Cancer Moonshots Program, MD Anderson Cancer Center, and is a Scientific Advisory Board Member at the A.

Alfred Taubman Medical Research Institute, University of Michigan.

**Heather L. MacDougall of Florida to be a Member of the Occupational Safety and Health Review Commission.** Ms. MacDougall was designated acting Chair of the Occupational Safety & Health Review Commission in January 2017. In 2014, she was nominated to the Commission by then-President Obama and confirmed unanimously by the Senate. Before this, Ms. MacDougall had 20 years of experience representing employers throughout the United States in matters involving labor, employment, and occupational safety and health law, most recently with Akerman LLP in West Palm Beach, Florida. In addition, she served as Chief Counsel to OSHRC Chairman W. Scott Railton. Earlier in her career, she was Associate General Counsel to the HR Policy Association, a public policy organization that advocates for the human resource officers of major employers, where she represented the association as amicus curiae in U.S. Courts of Appeals and Supreme Court cases. Chairman MacDougall received a B.A. from the University of Wisconsin and a J.D. from Marquette University Law School.

**Elinore F. McCance-Katz of Rhode Island to be Assistant Secretary for Mental Health and Substance Use, Department of Health and Human Services.** Dr. McCance-Katz, M.D., Ph.D. is the Chief Medical Officer for the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals. She is also Professor of Psychiatry and Human Behavior and Professor of Behavioral and Social Sciences at the Alpert Medical School at Brown University. Previously, she served as the first Chief Medical Officer for the Substance Abuse and Mental Health Services Administration (SAMHSA). She obtained her Ph.D. from Yale University with a specialty in Infectious Disease Epidemiology and is a graduate of the University of Connecticut School of Medicine. She is board certified in General Psychiatry and in Addiction Psychiatry. She is a Distinguished Fellow of the American Academy of Addiction Psychiatry with more than 25 years of experience as a clinician, teacher, and clinical researcher.

**Neal J. Rackleff of Texas to be an Assistant Secretary of Housing and Urban Development, Community Planning and Development.** Mr. Rackleff is a partner at Locke Lord, a nationally recognized law firm, where he focuses his practice on community and economic development, affordable housing, and inner-city revitalization. He previously served as Director of the City of Houston's Housing and Community Development Department. During his Houston tenure, the Department financed production of 7,800 high-quality affordable multifamily housing units (with another 2,700 in progress) and assisted 1,700 single-family homeowners with reconstruction of hurricane damaged homes, financial assistance to low-income homebuyers and emergency home repairs to ameliorate health and safety issues. Additionally, during this period, Houston became the first major city to effectively end homelessness of veterans while chronic homelessness declined more than 70%. Key revitalization projects led by Mr. Rackleff include developing a grocery store in a food desert and the historic preservation and conversion of a blighted office building into the new JW Marriott Houston Downtown hotel. Mr. Rackleff graduated cum laude from Brigham Young University and received his law degree from the University of Southern California.

---

### **President Donald J. Trump Announces Intent to Designate Philip A. Miscimarra as Chairman of the National Labor Relations Board**

President Donald J. Trump today announced his intent to designate Philip A. Miscimarra as Chairman of the National Labor Relations Board.

**Philip A. Miscimarra of Illinois to be Chairman of the National Labor Relations Board.** Mr. Miscimarra was first sworn in as a Member of the National Labor Relations Board on August 7, 2013 for a term that expires on December 16, 2017. Previously he was a partner in the Labor and Employment Group of Morgan Lewis & Bockius LLP. Since 1997, Mr. Miscimarra has been a senior fellow at the University of Pennsylvania's Wharton Business School. Mr. Miscimarra worked at Seyfarth Shaw LLP as partner from 1990 to 2005 and associate from 1987 to 1989. Mr. Miscimarra received a B.A. from Duquesne University, an M.B.A. from the University of Pennsylvania's Wharton School of Business, and a J.D. from the University of Pennsylvania Law School.

###



-----

[Unsubscribe](#)

The White House 1600 Pennsylvania Avenue, NW Washington DC 20500 202-456-1111

**From:** [Miscimarra, Philip A.](#)  
**To:** [Morrell, David M. EOP/WHO](#)  
**Subject:** Re: President Donald J. Trump Announces Intent to Nominate Personnel to Key Administration Posts  
**Date:** Saturday, April 22, 2017 4:48:15 PM

---

Dave, thanks for your help. And congratulations on getting these nominations out. (I know, more to come!)

Again, thanks. I hope all else is well.

Phil

Get [Outlook for iOS](#)

---

**From:** Morrell, David M. EOP/WHO <David.M.Morrell@who.eop.gov>  
**Sent:** Saturday, April 22, 2017 4:44:04 PM  
**To:** Miscimarra, Philip A.  
**Subject:** FW: President Donald J. Trump Announces Intent to Nominate Personnel to Key Administration Posts

Congrats!

---

**From:** White House Press Office [mailto:whitehouse-noreply@useopwh.service.govdelivery.com]  
**Sent:** Friday, April 21, 2017 7:42 PM  
**To:** Morrell, David M. EOP/WHO <David.M.Morrell@who.eop.gov>  
**Subject:** President Donald J. Trump Announces Intent to Nominate Personnel to Key Administration Posts

THE WHITE HOUSE  
Office of the Press Secretary

---

FOR IMMEDIATE RELEASE  
April 21, 2017

**President Donald J. Trump Announces Intent to Nominate Personnel to Key Administration Posts**

President Donald J. Trump today announced his intent to nominate the following key additions to his Administration:

**Brett Giroir of Texas to be an Assistant Secretary of Health and Human Services, Health.** Dr. Giroir currently serves as President and CEO of ViraCyte, LLC and as an Adjunct Professor of Pediatrics, Tropical Medicine and Medical Ethics and Health Policy at Baylor College of Medicine in Houston. Prior to that he was the Executive Vice President and CEO at the Texas A&M Health Science Center, and earlier he served as Director, Defense Science Office of the Defense Advanced Research Projects Agency (DARPA), and also as a Chief Medical Officer at Children's Health in Dallas, as well as a Professor at the University of Texas Southwestern Medical Center. He earned a A.B., magna cum laude in Biology from Harvard University and his M.D. from the University of Texas Southwestern Medical Center. He has received the Secretary of Defense Medal for Outstanding Public Service and the Texas A&M University System Award for Innovation. He serves as Chair of the Veterans Choice Act Blue Ribbon Panel to Review and Assess the Veterans Health System, a Scientific Advisory Board Member at the Cancer Moonshots Program, MD Anderson Cancer Center, and is a Scientific Advisory Board Member at the A. Alfred Taubman Medical Research Institute, University of Michigan.

**Heather L. MacDougall of Florida to be a Member of the Occupational Safety and Health Review Commission.** Ms. MacDougall was designated acting Chair of the Occupational Safety & Health Review Commission in January 2017. In 2014, she was nominated to the Commission by then-President Obama and confirmed unanimously by the Senate. Before this, Ms. MacDougall had 20 years of experience representing employers throughout the United States in matters involving labor, employment, and

occupational safety and health law, most recently with Akerman LLP in West Palm Beach, Florida. In addition, she served as Chief Counsel to OSHRC Chairman W. Scott Railton. Earlier in her career, she was Associate General Counsel to the HR Policy Association, a public policy organization that advocates for the human resource officers of major employers, where she represented the association as amicus curiae in U.S. Courts of Appeals and Supreme Court cases. Chairman MacDougall received a B.A. from the University of Wisconsin and a J.D. from Marquette University Law School.

**Elinore F. McCance-Katz of Rhode Island to be Assistant Secretary for Mental Health and Substance Use, Department of Health and Human Services.** Dr. McCance-Katz, M.D., Ph.D. is the Chief Medical Officer for the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals. She is also Professor of Psychiatry and Human Behavior and Professor of Behavioral and Social Sciences at the Alpert Medical School at Brown University. Previously, she served as the first Chief Medical Officer for the Substance Abuse and Mental Health Services Administration (SAMHSA). She obtained her Ph.D. from Yale University with a specialty in Infectious Disease Epidemiology and is a graduate of the University of Connecticut School of Medicine. She is board certified in General Psychiatry and in Addiction Psychiatry. She is a Distinguished Fellow of the American Academy of Addiction Psychiatry with more than 25 years of experience as a clinician, teacher, and clinical researcher.

**Neal J. Rackleff of Texas to be an Assistant Secretary of Housing and Urban Development, Community Planning and Development.** Mr. Rackleff is a partner at Locke Lord, a nationally recognized law firm, where he focuses his practice on community and economic development, affordable housing, and inner-city revitalization. He previously served as Director of the City of Houston's Housing and Community Development Department. During his Houston tenure, the Department financed production of 7,800 high-quality affordable multifamily housing units (with another 2,700 in progress) and assisted 1,700 single-family homeowners with reconstruction of hurricane damaged homes, financial assistance to low-income homebuyers and emergency home repairs to ameliorate health and safety issues. Additionally, during this period, Houston became the first major city to effectively end homelessness of veterans while chronic homelessness declined more than 70%. Key revitalization projects led by Mr. Rackleff include developing a grocery store in a food desert and the historic preservation and conversion of a blighted office building into the new JW Marriott Houston Downtown hotel. Mr. Rackleff graduated cum laude from Brigham Young University and received his law degree from the University of Southern California.

---

**President Donald J. Trump Announces Intent to Designate Philip A. Miscimarra as Chairman of the National Labor Relations Board**

President Donald J. Trump today announced his intent to designate Philip A. Miscimarra as Chairman of the National Labor Relations Board.

**Philip A. Miscimarra of Illinois to be Chairman of the National Labor Relations Board.** Mr. Miscimarra was first sworn in as a Member of the National Labor Relations Board on August 7, 2013 for a term that expires on December 16, 2017. Previously he was a partner in the Labor and Employment Group of Morgan Lewis & Bockius LLP. Since 1997, Mr. Miscimarra has been a senior fellow at the University of Pennsylvania's Wharton Business School. Mr. Miscimarra worked at Seyfarth Shaw LLP as partner from 1990 to 2005 and associate from 1987 to 1989. Mr. Miscimarra received a B.A. from Duquesne University, an M.B.A. from the University of Pennsylvania's Wharton School of Business, and a J.D. from the University of Pennsylvania Law School.

###

-----

[Unsubscribe](#)

The White House · 1600 Pennsylvania Avenue, NW · Washington DC 20500 · 202-456-1111