

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

**ABC INDUSTRIAL LAUNDRY LLC d/b/a
UNIVERSAL LAUNDRIES & LINEN SUPPLY**

and

Case 28-CA-22133

AMERICA ORTIZ VAZQUEZ, an Individual

and

Case 28-CA-22219

MARIA GUADALUPE ROJAS, an Individual

and

Case 28-CA-22286

MARTHA CASTILLO, an Individual

**GENERAL COUNSEL'S OPPOSITION TO RESPONDENT'S
MOTION FOR ENFORCEMENT OF SETTLEMENT AGREEMENTS
AND SUMMARY JUDGMENT**

1. On February 23, 2009, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, an Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing issued in this matter, consolidating for hearing Cases 28-CA-22133, 28-CA-22219 and 28-CA-22286. (Exhibit A). These matters were consolidated in order to avoid unnecessary costs or delay.

2. On or about March 9, 2009, Respondent filed its Answer to the Second Consolidated Complaint in Cases 28-CA-22133, 28-CA-22219, and 22286. (Exhibit B). In its Answer, the Respondent denied the allegation of Ana Munoz's supervisory status in paragraph 4(a), denied all allegations in paragraph 5, denied all allegations in paragraph 6 save for its admission that it discharged America Ortiz Vazquez and Alejandrina Romero on or about September, 2008, and denied all allegations in paragraphs 7, 8 and 9.

3. On April 17, 2009, Respondent filed its Motion for Enforcement of Settlement Agreements and Summary judgment. (Exhibit C)

4. The General Counsel opposes Respondent's Motion for Enforcement of Settlements Agreements for the following reasons:

(a) A decision to approve a request for withdrawal of an unfair labor practice charge is within the administrative discretion of the Regional Director. See Board Rules and Regulations Section 102.9.

(b) A written withdrawal request submitted by a charging party prior to the hearing cannot bind the aforementioned discretion of the Regional Director.

(c) Pursuant to the Board's Rules and Regulations, the Regional Director issued an Order Postponing Hearing Indefinitely on March 11, 2009, pending the consideration of a proposed resolution of these matters. Further discussion among the parties ensued and the Regional Director determined that a settlement was not possible. Therefore, on March 20, 2009, the Regional Director issued an Order Rescheduling Hearing for May 5, 2009.

(d) To enforce a non-Board settlement agreement unapproved by the Regional Director would be an unprecedented infringement upon the Director's mandated discretion. In this instance, the Regional Director's decision to not approve a non-Board settlement agreement is consistent with the Board's direction that "caution should be exercised to ensure that the non-Board settlement is not repugnant to the purposes of the Act or that advantage has not been taken of an individual in the private negotiations." Board Casehandling Manual §10142. Respondent would have the Regional Director ignore evidence to this effect.

(e) Even if the Regional Director's discretion in this instance is subject to review, the facts show that the Director acted in accordance with the standards in *Independent Stave Co., Inc.*, 287 NLRB 740, 741 (1987). As the parties engaged in further discussion after signing of the non-board settlement agreement, it became clear that Charging Party America Vazquez, a Spanish speaker with a limited level of education, had not agreed to be bound to the terms of the non-Board agreement in which she would waive reinstatement, but instead desired reinstatement. These facts go to the heart of *Independent Stave* and its concern for whether charging parties have truly agreed to be bound to a non-Board settlement agreement. Perhaps, this case would be different if the non-Board settlement agreement were in Spanish, thus lessening the possibility of misunderstanding. Therefore, the Regional Director exercised his discretion consistent with the letter, and the spirit, of *Independent Stave*.

5. The General Counsel opposes Respondent's Motion for Summary Judgment for the following reasons:

(a) Respondent fails to meet the legal and factual standards for summary judgment. A motion for summary judgment may only be granted where upon review of all the pleadings and submissions by the parties, there are no material facts or issues of laws in dispute to be resolved by a hearing before an administrative law judge. *Lake Charles Memorial Hospital*, 240 NLRB 1330, 1331 (1979).

(b) Respondent, citing to no Board rules, does not claim that the standards for summary judgment have been met. To the contrary, Respondent's legal argument fails to address any pertinent facts relating to the allegations of the outstanding consolidated complaint. The only argument offered by Respondent is that the Board should consider the Regional Director's refusal to honor the terms of the Settlement Agreements to be an abuse of

discretion pursuant to the factors in *Independent Stave* and the Casehandling Manual. As discussed above, the Regional Director's discretion to not approve a non-Board settlement is appropriate under current Board law.

(c) Respondent also does not claim that there are no facts in dispute. In its answer to the second consolidated complaint, Respondent denies the allegations in Paragraphs 4 with respect to Ana Munoz's section 2(11) supervisory status, 5(a)(1), 5(a)(2), 5(a)(3), 5(a)(4), 5(b), 5(c)(1), 5(c)(2), 5(d)(1), 5(d)(2), 6(a) save for its discharge of America Ortiz Vazquez and Alejandrina Romero on or about September 9, 2008, 6(b), 6(c), 6(d), 7, 8, and 9 of the second consolidated complaint. Respondent merely argues that no genuine issues of material fact remain and the Board should enforce the terms of the Settlement Agreements and order the Second Consolidated Complaint dismissed.

(d) As granting of the motion would prejudice the Charging Parties by denying them their day in court without any review of the relevant facts or analysis of the law underlying these matters, the motion must be denied. *Lake Charles Memorial Hospital*, supra.

(e) Counsel for the General Counsel submits that genuine issues exist which require a hearing before an administrative law judge to determine whether Respondent has violated the Act, as alleged in the second consolidated complaint.

WHEREFORE, Counsel for the General Counsel respectfully requests that Respondent's motion for enforcement of settlement agreements and summary judgment be denied in its entirety.

Dated at Phoenix, Arizona this 21st day of April 2009.

Winkfield F. Twyman

Winkfield F. Twyman, Jr. *SW*
Counsel for the General Counsel
National Labor Relations Board
Region 28 – Las Vegas Resident Office
600 Las Vegas Boulevard South, Suite 400
Las Vegas, NV 89101-6637
Telephone: (619) 557-6185

CERTIFICATE OF SERVICE

I hereby certify that a copy of the General Counsel's Opposition to Respondent's Motion for Enforcement of Settlement Agreements and Summary Judgment in Cases 28-CA-22133, 28-CA-22219 and 28-CA-22286, was served via E-Gov, E-Filing and by regular mail, on the 21st day of April 2009, on the following parties:

Lester A. Heltzer, Executive Secretary
National Labor Relations Board
Office of the Executive Secretary
1099 14th Street, NW, Suite 11610
Washington, DC 20005-3419

Gregory E. Smith, Attorney at Law
Lionel Sawyer & Collins
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101

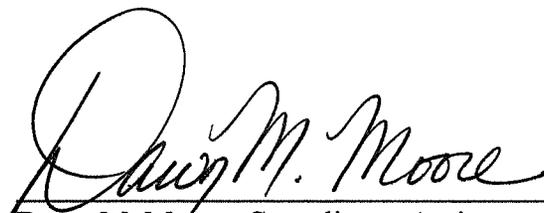
David Z. Chesnoff, Attorney at Law
Law Offices of Chesnoff & Schonfold
520 South Fourth Street
Las Vegas, NV 89101

ABC Industrial Laundry LLC, d/b/a
Universal Laundries & Linen Supply
240 Spectrum Boulevard
Las Vegas, NV 89101

Ms. America Ortiz Vazquez
2932 Jansen Avenue
Las Vegas, NV 89110

Ms. Maria Guadalupe Rojas
2535 Carroll Street, Apt. A
North Las Vegas, NV 89030

Ms. Martha Castillo
2300 Saturn Street, Apt. D
North Las Vegas, NV 89030



Dawn M. Moore, Compliance Assistant
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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

**ABC INDUSTRIAL LAUNDRY LLC d/b/a
UNIVERSAL LAUNDRIES & LINEN SUPPLY**

and

Case 28-CA-22133

AMERICA ORTIZ VAZQUEZ, an Individual

and

Case 28-CA-22219

MARIA GUADALUPE ROJAS, an Individual

and

Case 28-CA-22286

MARTHA CASTILLO, an Individual

**ORDER FURTHER CONSOLIDATING CASES, SECOND
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Upon a charge filed on September 15, 2008, in Case 28-CA-22133 by America Ortiz Vazquez, an individual, herein called Vazquez, and upon a charge filed on November 7, 2008, in Case 28-CA-22219 by Maria Guadalupe Rojas, an individual, herein called Rojas, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued on December 31, 2008, against ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply, herein called the Respondent, and Martha Castillo, an individual, herein called Castillo, in Case 28-CA-22286 has charged that the Respondent has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151, et seq., herein called the Act. Based thereon, and in order to avoid unnecessary costs or delay, the General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules

and Regulations of the National Labor Relations Board, herein called the Board, **ORDERS** that these cases are further consolidated.

These cases having been further consolidated, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing and alleges as follows:

1. (a) The charge in Case 28-CA-22133 was filed by Vazquez on September 15, 2008, and a copy was served by regular mail on the Respondent on September 17, 2008.

(b) The amended charge in Case 28-CA-22133 was filed by Vazquez on December 30, 2008, and a copy was served by regular mail on the Respondent on the same date.

(c) The charge in Case 28-CA-22219 was filed by Rojas on November 7, 2008, and a copy was served by regular mail on the Respondent on the same date.

(d) The charge in Case 28-CA-22286 was filed by Castillo on December 17, 2008, and a copy was served by regular mail on the Respondent on December 19, 2008.

2. (a) At all material times the Respondent, a Nevada limited liability company, with an office and place of business located at 240 Spectrum Boulevard, Las Vegas, Nevada, has been engaged in providing laundry services to hotels.

(b) During the 12-month period ending September 15, 2008, the Respondent, in conducting its business operations described above in paragraph 2(a),

purchased and received at the Respondent's facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(c) At all material times the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Culinary Workers Union Local 226 affiliated with UNITE HERE, herein called the Union, has been a labor organization within the meaning of Section 2(5) of the Act.

4. (a) At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Moshe Coby Levy	-	Owner/Manager
Carmen Garcia	-	Manager
Ana Munoz	-	Supervisor

(b) At all material times the father of Moshe Coby Levy whose name being unknown to the General Counsel has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

5. (a) On or about September 9, 2008, the Respondent, by Carmen Garcia, herein called Garcia, and Moshe Coby Levy, herein called Levy, at the Respondent's facility:

(1) interrogated its employees about their activities or support for the Union;

(2) threatened its employees with discharge because of their activities and support for the Union;

(3) informed its employees that it would be futile to select the Union as their bargaining representative; and

(4) threatened its employees with deportation because of their activities and support for the Union.

(b) On or about September 10, 2008, the Respondent, by Garcia, Ana Munoz, and Levy, at the Respondent's facility, interrogated its employees about their activities or support for the Union.

(c) On or about September 24, 2008, the Respondent, by Garcia, at the Respondent's facility:

(1) interrogated its employees about their activities or support for the Union; and

(2) threatened its employees with suspension or discharge because of their activities and support for the Union.

(d) On or about September 27, 2008, the Respondent, by Levy and Levy's father, at the Respondent's facility:

(1) interrogated its employees about their activities or support for the Union; and

(2) informed its employees that it would be futile to select the Union as their bargaining representative.

6. (a) On or about September 9, 2008, the Respondent discharged its employees Vazquez and Alejandrina Romero.

(b) On or about September 24, 2008, the Respondent discharged its employee Rojas.

(c) On or about September 29, 2008, the Respondent discharged its employee Castillo.

(d) The Respondent engaged in the conduct described above in paragraphs 6(a) through 6(c) because the named employees of the Respondent formed, joined, and assisted the Union and because the Respondent believed that the named employees formed, joined, and assisted the Union, and to discourage employees from engaging in these activities.

7. By the conduct described above in paragraph 5, the Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. By the conduct described above in paragraph 6, the Respondent has been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

9. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraph 6, the General Counsel seeks an Order requiring that the Respondent pay interest on any back pay or other monetary awards on a compounded, quarterly basis. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices.

ANSWER REQUIREMENT

The Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. **The**

answer must be received by this office on or before March 9, 2009, or postmarked on or before March 7, 2009. The Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties. An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. A failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer needs to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE that on March 12, 2009, at 9:00 a.m. (local time), in a hearing room at the National Labor Relations Board, 600 Las Vegas Boulevard South, Las Vegas, Nevada, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, the Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.
Form NLRB-4338.

Dated at Phoenix, Arizona, this 23rd day of February 2009.

/s/Cornele A. Overstreet
Cornele A. Overstreet, Regional Director

Attachments

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

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ABC INDUSTRIAL LAUNDRY LLC d/b/a))	
UNIVERSAL LAUNDRIES & LINEN)	Case 28-CA-22133
SUPPLY,)	
)	Case 28-CA-22219
Respondent,)	
)	Case 28-CA-22286
and)	
)	
AMERICA ORTIZ VAZQUEZ,)	
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and)	
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MARIA GUADALUPE ROJAS,)	
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and)	
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MARTHA CASTILLO)	
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Charging Parties.)	

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ANSWER TO SECOND CONSOLIDATED COMPLAINT

Respondent ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply ("Respondent") answers the Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing ("Amended Complaint") issued in this case on February 23, 2009, as follows:

1. Admits the allegations of Paragraphs 1(a), 1(b), 1(c), 1(d).
2. Admits the allegations of Paragraphs 2(a), 2(b) and 2(c).
3. Admits the allegations of Paragraph 3.

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4. Admits that Carmela Garcia is a Section 2(11) supervisor, admits that Kobi Levy and Moshe Levy are Section 2(11) supervisors and agents of Respondent, but denies each and every other allegation of Paragraphs 4(a) and 4(b).

5. Denies each and every allegation of Paragraphs 5(a)(1), 5(a)(2), 5(a)(3), 5(a)(4), 5(b), 5(c)(1), 5(c)(2), 5(d)(1) and 5(d)(2).

6(a). Admits that it discharged America Ortiz Vazquez and Alejandrina Romero on or about September 9, 2008, but denies each and every other allegation of Paragraph 6(a).

6(b). Denies each and every allegation of Paragraph 6(b).

6(c). Denies each and every allegation of Paragraph 6(c).

6(d). Denies each and every allegation of Paragraph 6(d).

7. Denies each and every allegation of Paragraph 7.

8. Denies each and every allegation of Paragraph 8.

9. Denies each and every allegation of Paragraph 9.

AFFIRMATIVE DEFENSES

1. Even if any of the alleged discriminatees named in Paragraph 6 of the Amended Complaint engaged in protected activity, Respondent would have taken the actions it took, with respect to all four employees, even in the complete absence of any such protected activity.

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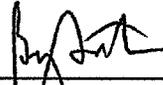
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2. Respondent had no knowledge of any protected activity by the four employees named in Paragraph 6 of the Amended Complaint.

DATED this 9th day of March, 2009.

Respectfully submitted,

LIONEL SAWYER & COLLINS

By: 

Gregory E. Smith, #1590
Timothy R. Mulliner, #10692
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101

Attorneys for Respondent
ABC INDUSTRIAL LAUNDRY LLC d/b/a
UNIVERSAL LAUNDRIES & LINEN SUPPLY

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the original and four copies of the foregoing ANSWER TO SECOND CONSOLIDATED COMPLAINT was served by personal delivery on this 9th day of March, 2009, to the following:

Cornele A. Overstreet, Regional Director
National Labor Relations Board
600 Las Vegas Blvd. South, Suite 400
Las Vegas, NV 89101

Counsel for the General Counsel
National Labor Relations Board
600 Las Vegas Blvd. South, Suite 400
Las Vegas, NV 89101

And a copy was served by mail in a first class, postage-paid envelope on this 9th day of March, 2009 to the following:

Ms. America Ortiz Vazquez
2932 Jansen Avenue
Las Vegas, NV 89110

Ms. Maria Guadalupe Rojas
2535 Carroll Street, Apt. A
North Las Vegas, NV 89030

Ms. Martha Castillo
2300 Saturn Street, Apt. D
North Las Vegas, NV 89030


An employee of LIONEL SAWYER & COLLINS

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

ABC INDUSTRIAL LAUNDRY LLC d/b/a
UNIVERSAL LAUNDRIES & LINEN
SUPPLY,

Case 28-CA-22133

Case 28-CA-22219

Case 28-CA-22286

Respondent,

and

AMERICA ORTIZ VAZQUEZ,

and

MARIA GUADALUPE ROJAS,

and

MARTHA CASTILLO,

Charging Parties.

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**ABC INDUSTRIAL LAUNDRY LLC'S MOTION FOR ENFORCEMENT OF
SETTLEMENT AGREEMENTS AND SUMMARY JUDGMENT**

ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply (Universal Laundries" or "Universal") hereby moves the National Labor Relations Board (the "Board") to enforce the attached (Exhibit 1-A) non-Board Settlement Agreement ("Vazquez Settlement Agreement") in Case No. 28-CA-22133 negotiated, entered into and signed by the CEO of Universal Laundries and by Charging Party America Ortiz Vazquez ("Vazquez") and to enforce the attached (Exhibit 1-B) NLRB Settlement Agreement with Notice attached ("Rojas/Castillo Settlement Agreement") in Cases Nos. 28-CA-22219 and 28-CA-22286, negotiated, entered into and signed by the CEO of Universal Laundries, by Charging Party Guadalupe Rojas ("Rojas") and Charging Party Martha Castillo ("Castillo"). In conjunction with enforcement of those agreements, Universal Laundries requests that it be granted summary judgment on all charges.

1 This motion is based upon the pleadings in this case, the affidavit of Universal's attorney
2 Gregory E. Smith attached as Exhibit 1, Exhibits 1-A through 1-F attached to Exhibit 1, and on
3 the following Memorandum of Points and Authorities.

4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **I. EVENTS LEADING TO SETTLEMENT AGREEMENTS**

6 Based upon the three charges listed above (investigated and handled in Region 28's
7 resident office in Las Vegas, Nevada), Region 28 issued a February 23, 2009 Order Further
8 Consolidating Cases, Second Consolidated Complaint and Notice of Hearing setting this matter
9 for trial on March 12, 2009 (Exhibit 1-C). In the days leading up to the trial, settlement
10 discussions were ongoing between counsel for Universal Laundries and Counsel for the General
11 Counsel, Joel Schochet ("CGC").
12

13 One of the primary objectives in the settlement discussions, from the point of view of
14 Universal Laundries, sought a settlement which did not require it to reinstate Vazquez. This
15 condition resulted in the CGC suggesting that there be two settlement agreements: one for
16 Vazquez on a non-Board basis and one for the other charging parties with the standard Board
17 Settlement Agreement and Notice to Employees. Universal's position was that the entire matter
18 should be done on a non-Board settlement basis but the CGC represented that in discussions with
19 the "Region" (the Region 28 office in Phoenix, Arizona), he was not able to accommodate that
20 request.
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22 In addition, the CGC initially proposed that the amount of money paid to Vazquez for
23 waiving reinstatement would be more than the amount ultimately agreed upon. The CGC also
24 represented that the Settlement Agreement could not be completely confidential (although the
25 amount of the money paid could be confidential) and that a charging party could not be
26 compelled to refuse testimony in other cases.
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1 Based upon these parameters, the CGC prepared and sent to counsel for Universal
2 Laundries, a proposed Settlement Agreement on March 6, 2009, for Cases No. 28-CA-22219 and
3 28-CA-22286. Counsel for Universal prepared and submitted a proposed non-Board Settlement
4 Agreement and transmitted it to the CGC on March 9, 2009, in time for the CGC's scheduled
5 meeting that day with the Charging Parties in the case. In the early evening of March 9, 2009,
6 the CGC telephoned counsel for Universal stating that both Settlement Agreements had been
7 executed by the Charging Parties and that they needed to be executed by Universal. On March
8 10, 2009, the CGC personally delivered the Settlement Agreements signed by the Charging
9 Parties to counsel for Universal who then obtained the signature of the CEO of Universal on both
10 Settlement Agreements and also on the notice attached to the Board Settlement Agreement.
11 Exhibits 1-A and 1-B.

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14 All Charging Parties were laid off or terminated by Universal in September, 2008, in the
15 midst of an organizing campaign by Culinary Workers Union Local 226 ("Union"). Since that
16 time, neither Universal representatives nor its counsel met or communicated in any way with any
17 Charging Party regarding this case except through settlement proposals to the CGC. In other
18 words, all direct communication from or to the Charging Parties was done by Region 28 agents
19 or the Union.

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21 During the course of settlement discussions, the CGC conveyed to counsel for Universal
22 that he was having every step in the settlement process run by the "Region." He also stated that,
23 in the settlement meeting with the charging parties on March 9, 2009, a representative of the
24 Union was present and also that Michael Johnson, the investigating NLRB agent, was present to
25 act as an interpreter between the CGC and the charging parties. Counsel for Universal
26 represented to the CGC that getting Universal to agree to the Settlement Agreements was a "hard
27 sell" and that is the truth. Universal management felt that it had properly discharged Vazquez
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1 for misconduct and had laid off five other employees (including Rojas and Castillo) for valid
2 economic reasons related to the nearly universal business downturn. It felt it had done nothing
3 wrong, that it owed no employees any money, that it should not have to reinstate any employee
4 or to post a notice to its other employees. It did, however, agree and sign the Settlement
5 Agreements in good faith.
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7 II. POST-SETTLEMENT EVENTS

8 By order of March 12, 2009 (Exhibit 1-D), the Regional Director, instead of dismissing
9 the complaint, simply postponed the trial indefinitely "pending consideration of a proposed
10 settlement agreement in the matter." By order of March 20, 2009, (Exhibit 1-E) the Regional
11 Director set this matter for trial on May 5, 2009 reciting merely: "Following further discussion
12 among the parties it has been determined that a settlement is not possible at this time." Region
13 28 has never put in writing any basis whatsoever for its lack of approval of the Settlement
14 Agreements, its basis for not approving withdrawal of the charges, or any evidence or factors
15 that it considered in its decision not to do so.
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17 In an informal conversation with an attorney for the Union on or about March 13, 2009,
18 she told Universal's counsel that she knew the Regional Director thought Vazquez had been
19 "pressured" into signing the Vazquez Settlement Agreement, that he likely would not approve it
20 and asked if Universal would negotiate another settlement agreement. Counsel for Universal
21 asked how she, an attorney for a non-party in the case, knew all this. She refused to disclose
22 how she knew. Counsel for Universal told her that Universal had already negotiated a settlement
23 in good faith and would not renegotiate it.
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25 Regional employees confirmed some of the information given by the Union's attorney,
26 stated that the Regional Director would not settle the Rojas/Castillo cases separately and also
27 stated that the Regional Director had had his own "assistant," who spoke Spanish, speak with
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1 Vazquez and determined that Vazquez “really” did want reinstatement. The only
2 correspondence from the Region after the Settlement Agreements has been a March 18, 2009 e-
3 mail (Exhibit 1-F) with another single proposed settlement agreement addressing all three
4 charges but demanding increased backpay for 3 of the 4 alleged discriminates and reinstatement
5 of Vazquez.
6

7 The Regional Director’s refusal to withdraw the complaint without any supported basis
8 violates the policies set forth in the Board’s Casehandling Manual § 10140 *et seq.*, Office of
9 Gen. Counsel Memo. OM 07-27, and the Independent Stave Co. standards governing non-Board
10 settlements. Consequently, the Settlement Agreements should be enforced and summary
11 judgment granted as no genuine issues of material fact remain.
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13 III. LEGAL ARGUMENT

14 In Independent Stave Company, Inc., 287 NLRB 740, 741 (1987), the Board set forth the
15 test for approving or disapproving a non-Board settlement agreement: “whether the purposes
16 and policies underlying the Act would be effectuated by approving the agreement.” It listed
17 these factors as those to consider “[g]enerally:”

18 (1) whether the charging party(ies), the respondent(s), and any of
19 the individual discriminate(s) have agreed to be bound, and the
20 position taken by the General Counsel regarding the settlement; (2)
21 whether the settlement is reasonable in light of the nature of the
22 violations alleged, the risks inherent in litigation, and the stage of
23 the litigation; (3) whether there has been any fraud, coercion, or
24 duress by any of the parties in reaching the settlement; and (4)
25 whether the respondent engaged in a history of violations of the Act
26 or has breached previous settlement agreements resolving unfair
27 labor practice disputes.

28 Id. at 743.

However, in addition to these factors, the Board listed, with approval, factors that it had
considered in earlier cases, predating Clear Haven Nursing Home, 236 NLRB 853 (1978), which
the Board reversed in Independent Stave. Those earlier factors, recited in Independent Stave,

1 included (1) the risk in litigation that the case may be lost in whole or in part, (2) the fact that a
2 settlement creates an earlier restoration of industrial harmony, (3) the conservation of the
3 Board's resources, (4) whether the settlement was a result of a grievance-arbitration mechanism¹
4 and (5) whether the alleged unfair labor practices were "substantially remedied" by the
5 agreement. 287 NLRB at 741-742.
6

7 It was the disagreement on the Clear Haven Board about the "substantially remedied"
8 factor that resulted in its decision in that case to start with the full remedy that would be obtained
9 by the General Counsel if it proved its case in full and required the settlement to address every
10 violation alleged in the complaint and to substantially remedy every such alleged violation. In
11 reversing Clear Haven, the Board in Independent Stave pointed out that focusing on what the
12 General Counsel might get if he prevailed "inescapably led to the wrong conclusion that any
13 settlement providing a less than full remedy of the violations alleged was not in accord with the
14 'public interest and the vindication of statutory rights.'" Independent Stave, 287 NLRB at 742.
15 The Board rejected that approach in Clear Haven because it ignored the "equally important
16 public interest in encouraging the parties' achievement of a mutually agreeable settlement
17 without litigation" and it ignored the realities of litigation. Independent Stave at 742-743. The
18 Board explained:
19

20
21 Each of the parties to a non-Board settlement recognizes that the
22 outcome of the litigation is uncertain and that he may ultimately
23 lose; thus, the party in deciding to settle his claim without
24 litigation compromises in part, voluntarily foregoing the
25 opportunity to have his claim adjudicated on the merits in return
26 for meeting the other party on some acceptable middle ground.

27 Thus, the Board overruled Clear Haven and approved the settlement agreement in
28 Independent Stave (1) because the four alleged discriminatees were the "only discriminatees

¹This factor is not relevant here since Universal's employees have never selected a union to represent them and such a mechanism is not in place.

1 involved,” (2) because the “Respondent voluntarily agreed to be bound to these settlements,” (3)
2 because the Union thought the settlements were “fair” (here, the Union had a representative
3 present to help the alleged discriminatees at the meeting where they signed the settlement
4 agreements), (4) because the Respondent’s offer to reinstate employees came early, less than five
5 months after the alleged refusal to hire them (here it would also have been five months from
6 termination dates if the Regional Director had approved the settlement agreements), (5) because
7 of the customary risk inherent in any litigation, (6) because the reinstatement of some of the
8 employees would demonstrate to other employees the recognition of their statutory rights even
9 without the posting of any notice (but here, of course, Universal has agreed to post a notice in
10 relationship to the alleged discriminatees other than Vazquez), (7) because there was no history
11 that the Respondent had engaged in violations of the Act before and (8) because Respondent had
12 not breached any prior settlement agreements. *Id.* at 743. Thus, each and every listed factor
13 relied upon by the Board in Independent Stave is present here.

14
15
16 Indeed, the facts of the two cases are remarkably similar. They both involve four
17 employees, they both involve a union engaged in a campaign but which was not a party to the
18 litigation, they both involve comprehensive written and signed settlement agreements signed by
19 both the Respondent and Charging Parties, they both involve a Union approving the settlement
20 agreements (in this case by the Union’s presence at the Board offices when the Charging Parties
21 signed the agreements), they both involve early resolution of the dispute in relation to when the
22 alleged unfair labor practices occurred, they both involved concessions made in the areas of back
23 pay versus reinstatement, they both involve a respondent who had no history of prior violations
24 and no history of violating prior settlement agreements and they both involve signals to the other
25 employees of a recognition of their own statutory rights (in Independent Stave by the
26 reinstatement of certain employees and in this case by the reinstatement of all employees except
27
28

1 Vazquez as well as the posting of a notice).

2 The other factor relied upon by the Board in Independent Stave was that there was no
3 evidence of fraud, coercion of duress. That seems to be the only issue that can be involved in
4 this case based on the limited information to which the Respondent has had access. But if there
5 has been any duress here, it has not been by the Respondent. In Independent Stave and other
6 Board cases, the issue of whether someone was pressured or under duress to sign the settlement
7 agreement was based upon an analysis of whether the Respondent had pressured the employees
8 to agree. There is not even a suggestion of that here.

9
10 Moreover, because the suggestion here is that the Board's own agent pressured Vazquez²
11 that is absolutely no reason whatsoever to revoke Vazquez' Settlement Agreement. To the
12 contrary, the Regional Director has held out the CGC as his agent and counsel for Universal
13 dealt with that agent in good faith. The Regional Director's position seems to be that if his own
14 agent, in the Regional Director's subjective opinion, engaged in misconduct, the Respondent
15 must be responsible. Agency law provides exactly the opposite. "It is well settled that a
16 corporation may be bound by an agreement of its agent 'if within the apparent scope of the
17 agent's authority, although the contract may be beyond the scope of his actual authority.'" Lockwood v. Wolf Corp., 629 F.2d 603, 609 (9th Cir. 1980).

18
19
20 Moreover, the Regional Director is doing more here than refusing to approve Vazquez'
21 Settlement Agreement. There has been no hint that the Rojas/Castillo Settlement Agreement was
22 created by duress. Even if some evidence existed that would justify refusing approval of the
23
24

25 ²Counsel for Universal Laundry has dealt with the individual CGC in this case for a
26 number of years and has always found him to be knowledgeable, honest and professional.
27 Counsel for Universal has no basis whatsoever to believe that the CGC engaged in any
28 conversations with Charging Party Vazquez other than a realistic appraisal of the risks versus the
benefits of continued litigation. The Region has never disclosed that there is any such evidence
and the continued arguments in this brief, based upon the potential that there has been some
duress, is in the hypothetical alternative argument only.

1 Vazquez Settlement Agreement, the Rojas/Castillo Settlement Agreement should not also be
2 scuttled. Yet, in the March 18, 2009 proposed new settlement agreement (Exhibit 1-F), the
3 Region seeks additional backpay for both Rojas and Castillo, over and above the backpay they
4 had agreed to with no claimed duress whatsoever.

5
6 The Board's Casehandling Manual provides that the Regional Director's discretion to
7 reject a settlement is governed by the Independent Stave standards. Casehandling Manual §
8 10142. The Manual lists the Independent Stave standards quoted above and further provides that
9 "the Region should generally **not** approve a withdrawal request based upon a non-Board
10 adjustment [settlement] which:"

- 11 • Includes a provision requiring an employee to release future
12 rights, such as the right to file NLRB charges, **with the**
13 **exception that an employee may knowingly waive the**
14 **right to seek employment with a named employer in the**
15 **future.**
- 16 • Prohibits an alleged discriminatee from providing assistance,
17 such as testimony, to other employees.
- 18 • Absent special circumstances, prohibits an alleged
19 discriminatee from engaging in discussions about the charged
20 party or the terms of the settlement with other employees,
21 except that defamatory statements may be prohibited.
22 However, the non-Board adjustment may contain a provision
23 limiting the disclosure of the amount of money received
24 pursuant to the terms of the non-Board adjustment.
- 25 • Specifies unduly harsh penalties for breach of the agreement,
26 such as repayment of backpay or a requirement that the
27 charging party or alleged discriminatee pay attorneys' fees or
28 costs for enforcing the agreement. A provision that seeks
damages that are directly related to the breach of the
agreement would not be considered an unduly harsh penalty.
- Appears to violate tax laws or regulations.

24 Casehandling Manual § 10140.1 (also referring to OM Memo 07-27). Because the Independent
25 Stave factors have been met in this matter, and because none of the factors prohibited by the
26 Manual are present here, the Regional Director abused his discretion in refusing to withdraw the
27 complaint.

AFFIDAVIT OF GREGORY E. SMITH

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

Gregory E. Smith, who has been duly sworn, deposes and says:

1. I make this affidavit from my own personal knowledge, and I am competent to testify as to the matters contained herein if called upon to do so.

2. I am a shareholder with the law firm of Lionel Sawyer & Collins and represent ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply (“Universal”) in the matter of *NLRB v. ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply*, Case No. 28-CA-22133, 22219, and 22286, currently pending before the National Labor Relations Board. This affidavit is in support of ABC INDUSTRIAL LAUNDRY LLC’S MOTION FOR ENFORCEMENT OF SETTLEMENT AGREEMENTS AND SUMMARY JUDGMENT.

3. This matter concerns a consolidated complaint issued by Region 28 based upon three charges investigated and handled by Region 28’s resident office in Las Vegas, Nevada. Attached as Exhibit 1-C is a copy of the February 23, 2009 Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing kept in the normal course of business.

4. In the days leading up to trial in this matter, settlement discussions were ongoing between Counsel for the General Counsel, Joel Schochet (“CGC”) and me.

5. One of the primary objectives in the settlement discussions, from the point of view of Universal, was to obtain a settlement which did not require it to reinstate Vazquez. This condition resulted in the CGC suggesting that there be two settlement agreements: one for Vazquez on a non-Board basis and one for the other charging parties with the standard Board Settlement Agreement and Notice to Employees. Universal’s

position was that the entire matter should be done on a non-Board settlement basis but the CGC represented that in discussions with the "Region" (the Region 28 office in Phoenix, Arizona), he was not able to accommodate that request.

6. During settlement negotiations, the CGC initially proposed that the amount of money paid to Vazquez for waiving reinstatement would be more than the amount ultimately agreed upon. The CGC also represented that the Settlement Agreement could not be completely confidential (although the amount of the money paid could be confidential) and that a charging party could not be compelled to refuse testimony in other cases.

7. Based upon these parameters, the CGC prepared and sent me a proposed Settlement Agreement on March 6, 2009, for Cases No. 28-CA-22219 and 28-CA-22286.

8. I prepared and submitted a proposed non-Board Settlement Agreement and transmitted it to the CGC on March 9, 2009, in time for the CGC's scheduled meeting that day with the charging parties in the case.

9. In the early evening of March 9, 2009, the CGC telephoned me stating that both Settlement Agreements had been executed by the charging parties and that they needed to be executed by Universal.

10. On March 10, 2009, the CGC personally delivered the Settlement Agreements signed by the charging parties to me and I then obtained the same day the signature of the CEO of Universal on both Settlement Agreements and also on the notice attached to the Board Settlement Agreement. Attached hereto as Exhibits 1-A and 1-B are true and correct copies of the settlement agreements.

11. All charging parties were laid off or terminated by Universal in approximately September, 2008, in the midst of an organizing campaign by Culinary Workers Union Local 226 ("Union"). Since that time, neither Universal representatives nor I have met or communicated in any way with any Charging Party regarding this case

except through settlement proposals to the CGC. All direct communication from or to the Charging Parties was done by Region 28 agents or the Union.

12. During the course of settlement discussions, the CGC conveyed to me that he was having every step in the settlement process run by the "Region." He also stated that, in the settlement meeting with the charging parties on March 9, 2009, a representative of the Union was present and also that Michael Johnson, the investigating NLRB agent, was present to act as an interpreter between the CGC and the charging parties. I represented to the CGC that getting Universal to agree to the Settlement Agreements was a "hard sell" and that is the truth. Universal management felt that it had properly discharged Vazquez for misconduct and had laid off five other employees including Rojas and Castillo for valid economic reasons related to the newly universal business downturn that it had done nothing wrong, that it owed no employees any money, that it should not have to reinstate any employees or to post a notice to its other employees.

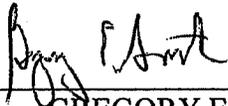
13. Attached as Exhibit 1-D is a copy of the March 12, 2009 Order of the Regional Director postponing the trial in this matter indefinitely and attached as Exhibit 1-E is a copy of the Regional Director's March 20, 2009 Order setting the matter for trial on May 5, 2009. These are true and accurate records kept in the normal course of business by my firm. Region 28 has never put in writing any basis whatsoever for its lack of approval of the Settlement Agreements, its basis for not approving withdrawal of the charges, or any evidence or factors that it considered in its decision not to do so.

14. In an informal conversation with an attorney for the Union on or about March 13, 2009, the Union's attorney told me that she knew the Regional Director thought Vazquez had been "pressured" into signing the Vazquez Settlement Agreement, that he likely would not approve it and asked if Universal would negotiate another settlement agreement. I asked how she, an attorney for a non-party in the case, knew all

this. She refused to disclose how she knew. I told her that Universal had already negotiated a settlement in good faith and would not renegotiate it.

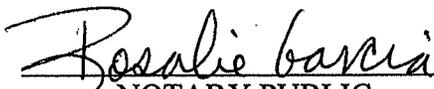
15. Regional employees confirmed some of the information given by the Union's attorney, stated that the Regional Director would not settle the Rojas/Castillo cases separately and also stated that the Regional Director had his own "assistant," who spoke Spanish, speak with Vazquez and determined that Vazquez "really" did want reinstatement. The only correspondence from the Region after the Settlement Agreements has been a March 18, 2009 e-mail with another single proposed settlement agreement attached as Exhibit 1-F addressing all three charges but demanding increased backpay for 3 of the 4 alleged discriminates and reinstatement of Vazquez.

I have read the above affidavit and swear and affirm that it is true and correct to the best of my information and belief.



GREGORY E. SMITH

SUBSCRIBED and SWORN to before
me this 17th day of April 2009
by Gregory E. Smith.



NOTARY PUBLIC



SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this 9th day of March 2009 by and between Universal Laundries & Linen Supply ("Respondent") and America Ortiz Vazquez ("Vazquez").

PREMISES

1. On or about September 9, 2008, Respondent discharged Vazquez from employment.
2. Vazquez filed unfair labor practice charges against Respondent on or about September 15, 2008 in NLRB Case No. 28-CA-22133 and amended that charge on or about December 30, 2008.
3. The National Labor Relations Board ("NLRB") issued a Complaint alleging that both Vazquez and Alejandrina Romero ("Romero") were terminated in violation of Section 8(a)(3) of the National Labor Relations Act, and a trial on the Complaint is set for March 12, 2009.
4. In order avoid the further investment of time, effort and money into the dispute between them, Vazquez and the Respondent have entered into this Agreement to settle all disputes between them.

AGREEMENT

5. Vazquez agrees to immediately request, and agrees that this signed Settlement Agreement between the parties constitutes a request, for the withdrawal of her NLRB charges. This Agreement is contingent upon approval of the withdrawal of those charges by the Regional Director of Region 28 of the NLRB.
6. Respondent agrees to pay Vazquez \$7,500.00 in backpay with all appropriate and legal payroll deductions.

7. Respondent also agrees to pay Vazquez \$2,500.00, not as back wages but as a single lump sum in exchange of her waiver of any right to reinstatement to employment with Respondent.

8. Vazquez agrees that she will not be reinstated pursuant to the terms of the Settlement Agreement, that she will not seek reinstatement and that she has no right to reinstatement as a result of this Settlement Agreement.

9. Vazquez acknowledges that there will be no payroll deductions or taxes withheld from the \$2,500.00 referred to in paragraph 7, that Respondent will issue a 1099 form to the Internal Revenue Service regarding that payment and that Vazquez is responsible for any and all taxes owed on any level, federal, state or local.

10. Respondent also agrees to pay Romero \$280.00 (one week's pay) less appropriate and lawful taxes and deductions.

11. Vazquez, for herself and her family, heirs and executors (collectively included in this paragraph in the word "Vazquez") hereby fully and without limitation releases, covenants not to sue and forever discharges Respondent and its affiliated entities, directors, officers, shareholders, employees and agents (included in this paragraph in the word "Respondent") from any and all rights, claims, demands, liabilities, actions, causes of action, suits, damages, losses, debts, attorney's fees, costs and expenses of whatever nature, known or unknown, that Vazquez may now have or may ever have against Respondent arising out of or in any way related to Vazquez's employment with the

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Respondent, including the end of her employment relationship with Respondent and any act, omission or transaction of or by Respondent occurring before the effective date of this Agreement.

AMERICA ORTIZ VAZQUEZ

ABC INDUSTRIAL LAUNDRY LLC
d/b/a UNIVERSAL LAUNDRIES &
LINEN SUPPLY

By:  _____

By:  _____

Dated: 03-09-09

Dated: 3-10-09

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF: ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply
Cases 28-CA-22219, 22286

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

POSTING OF NOTICE — Upon approval of this Agreement, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where Notices to Employees/Members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon.

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

BACKPAY — Within 14 days from approval of this agreement the Charged Party will make whole Maria Guadalupe Rojas and Martha Castillo by payment to them the amount(s) set forth below. The Charged Party will make appropriate withholdings for earnings of both individuals.

Maria Guadalupe Rojas - \$4,800.00
Martha Castillo - \$5,600.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

REFUSAL TO ISSUE COMPLAINT — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (*or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement*), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General

Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

Charged Party ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply		Charging Party Maria Guadalupe Rojas	
By: Name and Title	Date	By: Name and Title	Date
		Guadalupe Rojas	3-9-09
Recommended By:	Date	Charging Party Martha Castillo	
	3-10-09		
Approved By:	Date	By: Name and Title	Date
		Martha Castillo	3-9-09



NOTICE TO EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything that interferes with these rights. More particularly:

WE WILL NOT question you about your activities or support for the Culinary Workers Union Local 226 a/w UNITE HERE (Union) and WE WILL NOT threaten you with discharge, discipline, or deportation because of your activities and support for the Union.

WE WILL NOT tell you that it would be futile to select the Union as your bargaining representative.

WE WILL NOT discharge you because of your Union support.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce our employees in the exercise of their rights guaranteed by Section 7 of the Act.

WE WILL reinstate **Maria Guadalupe Rojas and Martha Castillo** to their former positions of employment with us; and we will make them whole, with interest, for any loss of earnings or benefits resulting from their terminations.

WE WILL remove from the personnel files of **Maria Guadalupe Rojas and Martha Castillo** any references to their termination and notify them in writing, that such action has been done and that the removed material will not be used as a basis for any future personnel action against them, or referred to in response to any inquiry from any employer, employment agency, unemployment insurance office, or reference seeker.

UNIVERSAL LAUNDRIES & LINEN SUPPLY
(Employer)

Date: 3-10-09

By: _____

(Representative)

C.E.O
(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

Agency Toll Free Number (866) 667-NLRB (6573)
3600 North Central Avenue - Suite 1800, Phoenix, Arizona 85014-3077
Telephone: (602) 640-2160 (and from within AZ: 800-552-8809)
Hours of Operation: Monday through Friday, 9:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS, MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

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

**RECEIVED
LIONEL SAWYER & COLLINS**

FEB 26 2009

**ABC INDUSTRIAL LAUNDRY LLC d/b/a
UNIVERSAL LAUNDRIES & LINEN SUPPLY**

GREGORY E. SMITH

and

Case 28-CA-22133

AMERICA ORTIZ VAZQUEZ, an Individual

and

Case 28-CA-22219

MARIA GUADALUPE ROJAS, an Individual

and

Case 28-CA-22286

MARTHA CASTILLO, an Individual

**ORDER FURTHER CONSOLIDATING CASES, SECOND
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Upon a charge filed on September 15, 2008, in Case 28-CA-22133 by America Ortiz Vazquez, an individual, herein called Vazquez, and upon a charge filed on November 7, 2008, in Case 28-CA-22219 by Maria Guadalupe Rojas, an individual, herein called Rojas, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued on December 31, 2008, against ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply, herein called the Respondent, and Martha Castillo, an individual, herein called Castillo, in Case 28-CA-22286 has charged that the Respondent has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151, et seq., herein called the Act. Based thereon, and in order to avoid unnecessary costs or delay, the General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules

and Regulations of the National Labor Relations Board, herein called the Board, **ORDERS** that these cases are further consolidated.

These cases having been further consolidated, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing and alleges as follows:

1. (a) The charge in Case 28-CA-22133 was filed by Vazquez on September 15, 2008, and a copy was served by regular mail on the Respondent on September 17, 2008.

(b) The amended charge in Case 28-CA-22133 was filed by Vazquez on December 30, 2008, and a copy was served by regular mail on the Respondent on the same date.

(c) The charge in Case 28-CA-22219 was filed by Rojas on November 7, 2008, and a copy was served by regular mail on the Respondent on the same date.

(d) The charge in Case 28-CA-22286 was filed by Castillo on December 17, 2008, and a copy was served by regular mail on the Respondent on December 19, 2008.

2. (a) At all material times the Respondent, a Nevada limited liability company, with an office and place of business located at 240 Spectrum Boulevard, Las Vegas, Nevada, has been engaged in providing laundry services to hotels.

(b) During the 12-month period ending September 15, 2008, the Respondent, in conducting its business operations described above in paragraph 2(a),

purchased and received at the Respondent's facility goods valued in excess of \$50,000 directly from points outside the State of Nevada.

(c) At all material times the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Culinary Workers Union Local 226 affiliated with UNITE HERE, herein called the Union, has been a labor organization within the meaning of Section 2(5) of the Act.

4. (a) At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Moshe Coby Levy	-	Owner/Manager
Carmen Garcia	-	Manager
Ana Munoz	-	Supervisor

(b) At all material times the father of Moshe Coby Levy whose name being unknown to the General Counsel has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

5. (a) On or about September 9, 2008, the Respondent, by Carmen Garcia, herein called Garcia, and Moshe Coby Levy, herein called Levy, at the Respondent's facility:

(1) interrogated its employees about their activities or support for the Union;

(2) threatened its employees with discharge because of their activities and support for the Union;

(3) informed its employees that it would be futile to select the Union as their bargaining representative; and

(4) threatened its employees with deportation because of their activities and support for the Union.

(b) On or about September 10, 2008, the Respondent, by Garcia, Ana Munoz, and Levy, at the Respondent's facility, interrogated its employees about their activities or support for the Union.

(c) On or about September 24, 2008, the Respondent, by Garcia, at the Respondent's facility:

(1) interrogated its employees about their activities or support for the Union; and

(2) threatened its employees with suspension or discharge because of their activities and support for the Union.

(d) On or about September 27, 2008, the Respondent, by Levy and Levy's father, at the Respondent's facility:

(1) interrogated its employees about their activities or support for the Union; and

(2) informed its employees that it would be futile to select the Union as their bargaining representative.

6. (a) On or about September 9, 2008, the Respondent discharged its employees Vazquez and Alejandrina Romero.

(b) On or about September 24, 2008, the Respondent discharged its employee Rojas.

(c) On or about September 29, 2008, the Respondent discharged its employee Castillo.

(d) The Respondent engaged in the conduct described above in paragraphs 6(a) through 6(c) because the named employees of the Respondent formed, joined, and assisted the Union and because the Respondent believed that the named employees formed, joined, and assisted the Union, and to discourage employees from engaging in these activities.

7. By the conduct described above in paragraph 5, the Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. By the conduct described above in paragraph 6, the Respondent has been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

9. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraph 6, the General Counsel seeks an Order requiring that the Respondent pay interest on any back pay or other monetary awards on a compounded, quarterly basis. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices.

ANSWER REQUIREMENT

The Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. **The**

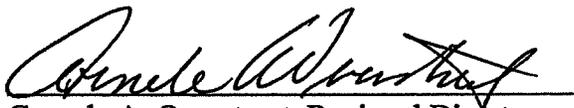
answer must be received by this office on or before March 9, 2009, or postmarked on or before March 7, 2009. The Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties. An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. A failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer needs to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE that on March 12, 2009, at 9:00 a.m. (local time), in a hearing room at the National Labor Relations Board, 600 Las Vegas Boulevard South, Las Vegas, Nevada, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, the Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Form NLRB-4338.

Dated at Phoenix, Arizona, this 23rd day of February 2009.


Cornele A. Overstreet, Regional Director

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases: 28-CA-22138
28-CA-22219
28-CA-22286

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; *and*
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

ABC Industrial Laundry LLC, d/b/a
Universal Laundries & Linen Supply
240 Spectrum Boulevard
Las Vegas, NV 89101

David Z. Chesnoff, Attorney at Law
Law Offices of Chesnoff & Schonfold
520 South Fourth Street
Las Vegas, NV 89101

Gregory E. Smith, Attorney at Law
Lionel, Sawyer & Collins
300 South Fourth Street, Suite 1700
Las Vegas, NV 89101

Ms. America Ortiz Vazquez
2932 Jansen Avenue
Las Vegas, NV 89110

Ms. Maria Guadalupe Rojas
2535 Carroll Street, Apt. A
North Las Vegas, NV 89030

Ms. Martha Castillo
2300 Saturn Street, Apt. D
North Las Vegas, NV 89030

Richard G. McCracken, Attorney at Law
Davis, Cowell & Bowe, LLP
595 Market Street, Suite 1400
San Francisco, CA 94105

Culinary Workers Union Local 226
affiliated with UNITE HERE
1630 South Commerce Street
Las Vegas, NV 89102

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

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

RECEIVED
LIONEL SAWYER & COLLINS

MAR 12 2009

ABC INDUSTRIAL LAUNDRY LLC d/b/a
UNIVERSAL LAUNDRIES & LINEN SUPPLY

GREGORY E. SMITH

and

Case 28-CA-22133

AMERICA ORTIZ VAZQUEZ, an Individual

and

Case 28-CA-22219

MARIA GUADALUPE ROJAS, an Individual

and

Case 28-CA-22286

MARTHA CASTILLO, an Individual

ORDER POSTPONING HEARING INDEFINITELY

IT IS HEREBY ORDERED that the hearing in the above matter, currently scheduled to commence on March 12, 2009, at 9 a.m. in Las Vegas, Nevada, be, and the same hereby is, postponed indefinitely pending consideration of a proposed settlement agreement in this matter.

Dated at Phoenix, Arizona, this 11th day of March 2009.



Cornele A. Overstreet, Regional Director

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

RECEIVED
LIONEL SAWYER & COLLINS

MAR 24 2009

**ABC INDUSTRIAL LAUNDRY LLC d/b/a
UNIVERSAL LAUNDRIES & LINEN SUPPLY**

GREGORY E. SMITH

and

Case 28-CA-22133

AMERICA ORTIZ VAZQUEZ, an Individual

and

Case 28-CA-22219

MARIA GUADALUPE ROJAS, an Individual

and

Case 28-CA-22286

MARTHA CASTILLO, an Individual

ORDER RESCHEDULING HEARING

On February 23, 2009, an Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing issued in the above matter, scheduling a hearing to commence at 9:00 a.m. (local time) on March 12, 2009, at the Hearing Room, National Labor Relations Board, 600 Las Vegas Boulevard South, Suite 400, Las Vegas, Nevada. On March 11, 2009, an Order Postponing Hearing Indefinitely issued, pending the consideration of a proposed resolution of these matters. Following further discussion among the parties, it has been determined that a settlement is not possible at this time. The parties have indicated that they and their witnesses are available for a hearing to be held the week of May 4, 2009. Accordingly,

IT IS HEREBY ORDERED that the hearing in the above matter be, and the same hereby is, rescheduled to commence on May 5, 2009, at 9:00 a.m. (local time), at the same place previously noticed, and continue for consecutive days thereafter until concluded.

Dated at Phoenix, Arizona this 20th day of March 2009.



Cornele A. Overstreet, Regional Director

Rosalie Garcia

From: Wamser, Stephen E. [Stephen.Wamser@nlrb.gov]
Sent: Wednesday, March 18, 2009 4:25 PM
To: Greg Smith
Subject: Universal Cases 28-CSA-22133 et al.
Attachments: Scanjob_20090318_152544.pdf; Scanjob_20090318_152517.pdf

Greg,

Attached are the revised Settlement Agreement and Notice in the above-captioned cases. The revised backpay amounts are 100% and are based solely on the interviews of the discriminatees by our Compliance Officer Miguel Rodriguez. The amounts could change, based on the Employer's records and whether the Charging Parties are willing to settle for 80% of backpay. Steve



NOTICE TO EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything that interferes with these rights. More particularly:

WE WILL NOT question you about your activities or support for the Culinary Workers Union Local 226 a/w UNITE HERE (Union).

WE WILL NOT threatened you with discharge, discipline, or deportation because of your activities and support for the Union.

WE WILL NOT tell you that it would be futile to select the Union as your bargaining representative.

WE WILL NOT discharge you because of your Union support.

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

WE WILL offer reinstatement to **America Ortiz Vazquez, Maria Guadalupe Rojas, and Martha Castillo** to their former positions of employment with us and make them and **Alejandrina Romero** whole, with interest, for any loss of earnings or benefits resulting from their discharges.

WE WILL remove from the personnel files of **America Ortiz Vazquez, Alejandrina Romero, Maria Guadalupe Rojas, and Martha Castillo** and any references to their terminations and notify them in writing, that such action has been done and that the removed material will not be used as a basis for any future personnel action against them, or referred to in response to any inquiry from any employer, employment agency, unemployment insurance office, or reference seeker.

UNIVERSAL LAUNDRIES & LINEN SUPPLY
(Employer)

Date: _____ By: _____ (Representative) _____ (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

Agency Toll Free Number (866) 667-NLRB (6572)
2600 North Central Avenue - Suite 1800, Phoenix, Arizona 85004-3099
Telephone: (602) 640-2160 (and from within AZ: 800-852-8809)
Hours of Operation: Monday through Friday, 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACTED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACTED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF **ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply**
Cases 28-CA-22133, 28-CA-22219 and 28-CA-22286

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

POSTING OF NOTICE — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notices to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

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

BACKPAY — Within 14 days from approval of this agreement the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee.

	Backpay	Interest
America Ortiz Vasquez	\$8,756.57	\$83.81
Alejandrina Romero	\$ 280.00	\$ 7.76
Maria Guadalupe Rojas	\$8,013.57	\$67.24
Martha Castillo	\$11,437.86	\$78.22

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

REFUSAL TO ISSUE COMPLAINT — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (*or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement*), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

Charged Party ABC Industrial Laundry LLC d/b/a Universal Laundries & Linen Supply		Charging Party America Ortiz Vasquez Case 28-CA-22133	
By: Name and Title	Date	By: Name and Title	Date
Charging Party Maria Guadalupe Rojas Case 28-CA-22219		Charging Party Martha Castillo Case 28-CA-22286	
By: Name and Title	Date	By: Name and Title	Date
Recommended By:	Date	Approved By:	Date
Stephen E. Wamser, Board Agent		Cornele A. Overstreet, Regional Director	