

FAX

**NLRB, Region 32
Ronald V. Dellums Federal Building & Courthouse
1301 Clay Street, Suite 300N
Oakland, Ca 94612-5211**

Date: April 26, 2011

Number of pages including cover sheet 5

To: Kristin Martin, Esq.

From:

FAX No. 415-597-7201
To: Pat Jordan, Esq.

**Catherine Ventola
NLRB Region 32
Phone: (510) 637-3288
Fax: (510) 637-3315
Email:**

FAX No. 415-309-9020

Re: Cases 32-CA-25539 & 25581

SEE ATTACHED

Catherine Ventola



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 32
1301 Clay Street, Suite 300N
Oakland, CA 94612-5211

Telephone: (510) 637-3288
Fax No: (510) 637-3316

April 26, 2011

Ms. Kristin L. Martin, Esq.
Davis, Cowell & Bowe LLP
595 Market Street, Suite 1400
San Francisco, CA 94105

Mr. Patrick W. Jordan, Esq.
Jordan Law Group
1010 "B" Street, Suite 320
San Rafael, CA 94901

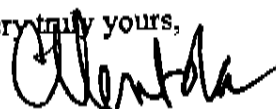
VIA FACSIMILE

Re: CARMEL MISSION INN
Cases 32-CA-25539 and 32-CA-25581

Dear Ms. Martin and Mr. Jordan:

I am faxing a proposed Settlement Agreement and Notice in the above cases. In my view, the violations of the Act uncovered during the investigation are fully remedied by the language and provisions of these documents. If they meet with your approval, please sign the Settlement Agreement, initial the Notice, and return the same to our office at your earlier convenience. Otherwise, please contact me to discuss any objections or concerns regarding the Settlement Agreement or Notice.

Very truly yours,


Catherine Ventola
Field Attorney

FORM NLRB-4775
FORM NLRB-4775 (8-10)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

**CARMEL MISSION INN
CASES 32-CA-25539 & 32-CA-25881**

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 addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an Internet site, and/or other electronic means, if the Charged Party customarily communicates with its employees by such means.** The Charged Party will e-mail the Region's Compliance Officer at Hokulani.Valencia@nrlrb.gov with a link to the electronic posting location on the same day as the posting. In the event that passwords or other log-on information is required to access the electronic posting, the Charged Party agrees to provide such access information to the Region's Compliance Officer. If the Notice is distributed via e-mail, the charged party will forward a copy of the e-mail distributed to the Regional Compliance Officer.

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

SCOPE OF THE AGREEMENT — This Agreement settles only the following allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters:

1. On or about August 26 and September 14, 2010, and January 3, 2011, Carmel Mission Inn, by Bob Bucscher:
 - (a) interrogated employees regarding their support for UNITE HERE Local 483, hereafter the Union; and
 - (b) created an impression among its employees that their union activities were under surveillance.
2. On or about December 25, 2010, Carmel Mission Inn, by Fran Hinckley:
 - (a) threatened to terminate an employee because of the employee's support for the Union; and
 - (b) told an employee not to talk with co-workers.
3. By the acts and conduct described above in paragraphs 1 and 2, Carmel Mission Inn has interfered, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act and it thereby has engaged in unfair labor practices affecting commerce within the meaning of Section (8)(a)(1) and Sections 2(6) and (7) of the Act.

This agreement 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 falls 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, 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.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a complaint that will include the allegations spelled out above in the Scope of the Agreement section. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that of the allegations of the aforementioned complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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 Carmel Mission Inn		Charging Party UNITE HERE Local 483	
By: Name and Title	Date	By Name and Title	Date
Pat Jordan, Attorney		Kristin Martin, Attorney	
Recommended By:	Date	Approved By:	Date
Catherine Ventola, Board Agent		William A. Baudler, Regional Director	

FORM NLRB-4723
(10-70)

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**

Cases 32-CA-25539 & 32-CA-25881

FEDERAL LAW GIVES YOU THE RIGHT TO

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

WE WILL NOT Interrogate employees about their support for UNITE HERE Local 483, hereafter the Union, or create an impression that we are conducting surveillance of employees' Union activities.

WE WILL NOT threaten to discharge employees because of their support for the Union.

WE WILL NOT tell employees that they cannot talk with co-workers.

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

CARMEL MISSION INN
(Employer)

Date: _____ **By:** _____

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 union. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent with the Board's Regional Office set forth below. You may also obtain information from the Board's Website: www.nlr.gov.

Si quiere, se puede hablar en español con un agente de La Junta Nacional de Relaciones del Trabajo en confianza. La página electrónica de red de la Junta Nacional de Relaciones del Trabajo también tiene información en español: www.nlr.gov.

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 Board's Office, National Labor Relations Board, Region 32, Ronald V. Dellums Federal Building, 1301 Clay Street, Suite 300N, Oakland, CA 94612-5224, Telephone Number 510/637-3253. Hours of Operations: 8:30 a.m. to 5:00 p.m.