



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
300 Las Vegas Boulevard South
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Las Vegas, NV 89101

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April 18, 2016

David B. Dornak, Attorney at Law
Fisher & Phillips LLP
300 South Fourth Street, Suite 1500
Las Vegas, NV 89101

Re: FP Holdings, L.P.
d/b/a Palms Casino Resort
Case 28-CA-167804

Dear Mr. Dornak:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on April 15, 2016. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 12 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted for 60 consecutive days in locations where notices to employees are commonly posted at the Employer's facility located at 4321 W. Flamingo Road, Las Vegas, Nevada. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer to inspect the Notices.

Certification of Posting: A Certification of Posting form is also enclosed. This form should be completed and returned by not later than **Monday, May 2, 2016 with one signed and dated original Notice**. If the Certification of Posting and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Posting or Notice are required.

Remedial Actions: Please read all the terms of the Settlement Agreement and Notice carefully, as you will be expected to comply with all such provisions. If you have any questions or I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated

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Notice to Employees and the Certification of Posting will assist us in closing the case in a timely manner.

Very truly yours,

/s/ Cheryl L. Leavengood

Cheryl L. Leavengood
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees

cc: Richard Mccracken, Attorney At Law
Mccracken, Stemerman, Holsberry
1630 South Commerce Street, Ste A-1
Las Vegas, NV 89102

Local Joint Executive Board of Las Vegas,
Culinary Workers Union, Local 226 and
Bartenders Union, Local 165
1630 South Commerce Street
Las Vegas, NV 89102

CLL/tmr

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 includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge, commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. 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 all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. 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 at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party FP Holdings, L.P. d/b/a Palms Casino Resort		Charging Party Local Joint Executive Board of Las Vegas, Culinary Workers Union, Local No. 226, and Bartenders Union, Local No. 165	
By: <i>[Signature]</i> Name and Title President/CEO	Date 4/14/16	By: <i>[Signature]</i> Name and Title UNITE HERE Gaming Division Director	Date 4/15/16
Recommended By: <i>[Signature]</i> Nathan A. Higley, Field Attorney	Date 4/15/16	Approved By: <i>[Signature]</i> Regional Director, Region 28	Date 4/15/16



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 a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT prohibit off-duty employees from distributing union literature in nonworking public or nonworking guest areas of the hotel.

WE WILL NOT ask you about employee support for a union.

You have the right to talk about a union, and **WE WILL NOT** stop you from talking about a union.

WE WILL NOT create the impression that your union activities are under surveillance.

WE WILL NOT threaten you with discharge if you support a union.

WE WILL NOT ask you about your complaints in order to discourage you from supporting a union or imply that we will resolve your complaints in order to discourage such support.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

FP HOLDINGS, L.P. D/B/A PALMS CASINO RESORT
(Employer)

Date: _____

By: _____

(Representative)

(Title)

