

From: "Gomez, Lelia" <Lelia.Gomez@nlrb.gov>
Date: May 27, 2016 at 11:47:50 AM PDT
To: Ramsey Hanafi <ramsey@qhplaw.com>
Cc: 'Tara Zoumer' <tzoumer@gmail.com>
Subject: RE: NLRB charges

Good Morning Ramsey,

Below is a list of the allegations that the region found meritorious and the ones it did not. With respect to the non-meritorious allegations, please let me know if you would like to withdraw them from the charge or proceed to have them dismissed. If you would like to have them dismissed, the Region will issue a public letter that will be sent to both parties and a redacted version will be made available online. Your client may choose to receive a short-form or long form-dismissal letter. A short-form dismissal letter will not state the reasons for the Region's determination but will merely state that the allegations were dismissed for lack of evidence. A long form dismissal letter will explain the reasons for why the allegations were non-meritorious. Either letter affords your client the right to appeal the Region's determination.

With that in mind, below are the allegations and the Region's respective findings:

1. The Employer violated Section 8(a)(1) of the Act by terminating the Charging Party because of her protected concerted activities, including her refusal to sign the Employer's Employment Dispute Resolution Program and Invention, Non-Disclosure, and Non-Solicitation Agreement.—MERIT
2. The Employer violated Section 8(a)(1) of the Act by terminating the Charging Party because of her protected concerted activities, including her activities attempting to enlist other employees in pursuing a wage class lawsuit.—NO MERIT
3. The Employer violated Section 8(a)(1) of the Act, when on October 21, 2015, West Coast Director Chia Donati instructed employees that they could not discuss their rights, wages, and/or other terms or conditions of employment.—MERIT
4. The Employer violated Section 8(a)(1) of the Act by maintaining an Employment Dispute Resolution Program that includes a class/collective action waiver, prohibits access to the National Labor Relations Board; and includes a confidentiality provision that precludes employees from discussing their wages, hours, and or other terms/conditions of employment.—MERIT
5. The Employer violated Section 8(a)(1) of the Act by implementing an Employment Dispute Resolution Program in retaliation for the Charging Party's protected concerted activities.—NO MERIT
6. The Employer violated Section 8(a)(1) of the Act by maintaining an Invention, Non-Disclosure, and Non-Solicitation Agreement that includes a confidentiality provision that classifies personnel data as proprietary information.—MERIT.

If you have any questions, please feel free to contact me at the number listed below.

Best,
Lelia

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