



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 29

Two MetroTech Center – 5th floor

Brooklyn, New York 11201-3838

Agency Website: www.nlrb.gov

Telephone No. (718) 330-2862

Fax (718) 330-7579

May 13, 2014

Impremedia Operating Company, LLC
and its subsidiary, El Diario, LLC
700 South Flower Street
Suite 3000
Los Angeles, CA. 90017
Attn: Mr. William D. Graham,
VP, Human Resources & Organizational Development

Re: Impremedia Operating Company, LLC and
its subsidiary, El Diario, LLC
Case No. 29-CA-124019

Dear Mr. Graham

Enclosed is a copy of the Settlement Agreement in the above matter which was approved on May 9, 2014. This letter discusses what the Charged Party needs to do to comply with the Agreement.

Enclosed are twenty (20) copies of the Notice to Employees in English and Spanish (ten in each language). In compliance with the Agreement, a responsible official of the Charged Party, not the Charged Party's attorney, must sign and date the Notices before posting them. The Notices should be conspicuously displayed in the kitchen area at the facility located at 1 Metrotech Center, 18th Floor, Brooklyn N.Y., for 60 consecutive days. The Charged Party must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please contact the Compliance Officer Ellen Farben at (718) 330-2862. During the posting period, a member of the Regional Office staff may visit the Charged Party to inspect the Notices.

The Charged Party will email a copy of the signed Notice in English and Spanish to all bargaining unit employees who work at the facility located at 1 Metrotech Center, 18th Floor, Brooklyn, N.Y. The message of the e-mail transmitted with the Notice will state: "We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 29 of the National Labor Relations Board in Case(s) 29-CA-124019." The Charged Party will forward a copy of that e-mail with all of the recipient's e-mail addresses, to the Region's Compliance Officer at ellen.farben@nlrb.gov.

Re: Impremedia Operating Company, LLC and
its subsidiary, El Diario, LLC
Case No. 29-CA-124019
May 13, 2014

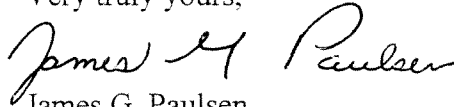
A Certification of Posting and E-Mailing form is also enclosed. This form should be completed and returned to this office by no later than May 27, 2014 with one signed and dated original Notice in each language. No credit toward the posting period will be given until this office receives the Certification of Posting and E-Mailing form with the signed and dated Notices attached from Impremedia Operating Company, LLC and its subsidiary, El Diario, LLC.

The Settlement Agreement also provides that the Charged Party will continue to recognize the Union as the employees' exclusive bargaining representative and will continue to follow the contract with the Union.

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, please contact the Compliance Officer Ellen Farben.

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 Notices to Employees and the Certification of Posting and E-mailing will assist us in closing the case in a timely manner.

Very truly yours,



James G. Paulsen
Regional Director

Enclosures:

Copy of Settlement Agreement
Notices to Employees in English and Spanish
Certification of Posting and E-Mailing

Cc: Meyer, Suozzi, English & Klein, P.C.
1350 Broadway
Suite 501
New York, N.Y. 10018-7702
Attn.: Jessica Ochs, Esq.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**Impremedia Operating Company, LLC and
its subsidiary, El Diario, LLC**

Case 29-CA-124019

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English, Spanish and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in the kitchen area at the facility located at 1 Metrotech Center, 18th Floor, Brooklyn, NY 11201. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICES - The Charged Party will email a copy of the signed Notice in English, Spanish and in additional languages if the Regional Director decides that it is appropriate to do so, to all bargaining unit employees who work at the facility located at 1 Metrotech Center, 18th Floor, Brooklyn, NY 11201. The message of the e-mail transmitted with the Notice will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 29 of the National Labor Relations Board in Case(s) 29-CA-124019.” The Charged Party will forward a copy of that e-mail, with all of the recipient’s e-mail addresses, to the Region’s Compliance Officer at efarben@nlrb.gov.

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

Non-Admission Clause — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. 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.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original

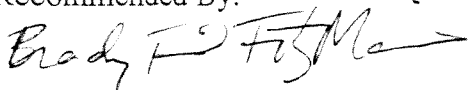
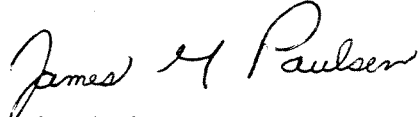
notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
 Initials Initials

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 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(s), 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(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Impremedia Operating Company, LLC and its subsidiary, El Diario, LLC		Charging Party Newspaper Guild of New York, Communications Workers of America Local 31003, AFL-CIO	
By: Name and Title /s/ William D. Graham, VP, Human Resources & Organizational Development	Date 5/7/14	By: Name and Title /s/ Jessica Ochs, Attorney	Date 5/7/14
Recommended By:  Brady Francisco-FitzMaurice, Board Agent	Date 5/8/14	Approved By:  Regional Director, Region 29	Date 5/9/14



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 our half;
- 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 tell you that we will discharge you because of your support for the Newspaper Guild of New York, Communications Workers of America Local 31003, AFL-CIO ("the Union"), or any other labor organization.

WE WILL NOT tell you that we will close the newspaper because of your support for the Union, or any other labor organization.

WE WILL NOT tell you that you are not eligible to support the Union, or any other labor organization, as your collective bargaining representative.

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

WE WILL continue to recognize the Union as the employees' exclusive collective bargaining representative.

WE WILL continue to abide by the contract with the Union.

Impremedia Operating Company, LLC and its
subsidiary, El Diario, LLC
(Employer)

Dated: _____ 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.

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 AED, BROOKLYN OFFICE, 120 FIFTH AVENUE, 7TH FLOOR, NEW YORK, NY 10003, (718) 330-2862.



AVISO A LOS EMPLEADOS

FIJADO CONFORME A UN ARREGLO
APROBADO POR UN DIRECTOR REGIONAL DE LA
JUNTA NACIONAL DE RELACIONES DEL TRABAJO
UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

LA LEY FEDERAL LE DA EL DERECHO A:

- Formar, unirse o ayudar a un sindicato;
- Elegir a un representante para negociar con nosotros en su nombre;
- Actuar junto a otros empleados para su beneficio y protección;
- Optar por no participar en ninguna de estas actividades protegidas.

NOSOTROS NO haremos nada para evitar el ejercicio de los derechos anteriores.

NOSOTROS NO le diremos que lo terminaremos de su trabajo debido a su apoyo a favor del Newspaper Guild of New York, Communications Workers of America Local 31003, AFL-CIO (la Unión) o cualquier otra organización laboral.

NOSOTROS NO le diremos que cerraremos el periódico debido a su apoyo a favor de la Unión o cualquier otra organización laboral.

NOSOTROS NO le diremos que es ilegal el apoyar a la Unión, o cualquier otra organización laboral, como su representante en la negociación colectiva.

NOSOTROS NO de manera similar o relacionada interferiremos con sus derechos en virtud del artículo 7 del Acta.

NOSOTROS Vamos a seguir reconociendo la Unión como el representante exclusivo de negociación colectiva de los empleados

NOSOTROS seguimos ateniéndonos por el contrato con la Unión.

Impremedia Operating Company,
LLC and its subsidiary, el Diario, LLC
(Employer)

Dated: _____ By: _____
(Representative) (Title)

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: www.nlr.gov.

ESTE ES UN AVISO OFICIAL Y NO DEBE SER MUTILADO POR NADIE

Este aviso debe permanecer fijado durante 60 días consecutivos a partir de la fecha en que sea fijado y no debe ser alterado, mutilado, o cubierto por ningún otro material. Cualesquiera preguntas con relación a este aviso o el cumplimiento con las disposiciones del mismo pueden ser dirigidas a la Oficina de la Junta.

CERTIFICATION OF POSTING & E-MAILING

**RE: Impremedia and its subsidiary El Diario, LLC.
Case 29-CA-124019**

1. Physical Posting

The Notice to Employees in the above matter was posted on (date) _____
at the following locations: (List specific places of posting)

2. Intranet Posting

The Notice to Employees in the above matter was posted on the Employer's Intranet/Website on
(date) _____. A copy of the intranet/website posting is attached.

3. Electronic Distribution

The Notice to Employees in the above captioned matter was also distributed electronically on
(date) _____ by the following means. (State means of distribution
and attach proof.)

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office, together with **TWO** original Notices, dated and signed in the same manner as those posted.