



United States Government  
NATIONAL LABOR RELATIONS BOARD  
Region 29  
Two MetroTech Center - 5th Floor  
Brooklyn, New York 11201-4201

(718) 330-2862      Fax: (718) 330-7579

November 24, 2014

By Facsimile (213) 896-2314  
Email: bill.graham@laopinion.com  
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:

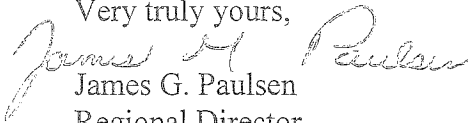
On May 9, 2014, a Settlement Agreement was approved in the above-referenced matter. In the paragraph labeled **Performance**, it states that the Charged Party agrees that in the case of non-compliance with any terms of the Settlement Agreement by the Charged Party, and after 14 days notice from me of such non-compliance without remedy by the Charged Party, I will issue a Complaint. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations set forth in the Notice to Employees, as identified in the **Scope of Agreement** section of the Settlement Agreement 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 the Settlement Agreement.

The Settlement Agreement provides that the Charged Party will not make threats of discharge for supporting the Union. In Case No. 29-CA-131066, the Region found reasonable cause to believe that the Employer, through Vice President Juan Varela, on or

about June 25, 2014, threatened employees with discharge for supporting the Union. In the Settlement, the Employer also committed to abide by the contract with the Union. In Case No. 29-CA-131066, the Region found reasonable cause to believe that the Employer violated Section 8(a)(5) by unilaterally removing bargaining unit work and altering the scope of the unit when it laid off eight bargaining unit employees and contemporaneously hired nine non-unit employees to perform essentially the same work. The Region also found reasonable cause to believe that the Employer violated Section 8(a)(5) by failing to notify the Union of new hires, by laying off employees out of seniority order, and by failing to pay severance pay in a lump sum. Therefore, the Charged Party is in default of the Settlement Agreement. Please be advised that the Charged Party has fourteen (14) days, until December 9, 2014 to cure its default.

In accordance with the Settlement Agreement, you are notified that if the Charged Party, fails to cure its default by December 9, 2014, the General Counsel or the Acting General Counsel may file a Motion for Default Judgment with the Board.

Very truly yours,

  
James G. Paulsen  
Regional Director

Cc:

Meyer, Suozzi, English & Klein, P.C.  
1350 Broadway  
Room 501  
New York, N.Y. 10018-0969  
Attention: Jessica Drangel Ochs, Esq.