



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 9

3003 John Weld Peck Federal Building

550 Main Street

Cincinnati, Ohio 45202-3271

Telephone: (513) 684-3686

Facsimile: (513) 684-3946

E-Mail: jon.grove@nlrb.gov

February 10, 2009

Response requested
by February 17, 2009

Mr. John P. Mazza
Attorney at Law
Harris & Mazza
941 Chatham Lane, Suite 201
Columbus, Ohio 43221

Re: NAP VENTURE PARTNERS, LLC D/B/A
LIFESTYLES COMMUNITIES PAVILION
Cases 9-CA-43944; 9-CA-44065; 9-CA-44558

Dear Mr. Mazza:

The Settlement Agreement in the above case was approved by the Regional Director on February 9, 2009, and has been assigned to me for compliance. I have enclosed a copy of the duplicate original Agreement.

I have enclosed 10 copies of the Notice to Employees) required by the Settlement Agreement. The Notices should be signed and dated by a responsible official of the Employer (legal counsel should not sign the Notices to be posted), and a sufficient number of Notices should be posted at the Employer's facilities in accordance with the attached posting instructions. Thereafter, three signed and dated copies of the Notice should be returned to this office with a covering letter stating specifically where (*e.g., on the bulletin boards at the Employer's 1234 Anystreet Avenue, Anytown, Ohio location*) and when the Notices were posted.

At the expiration of the posting period, it will be necessary to notify this office, in writing, that the Notices remained continuously and conspicuously posted for the required 60 days.

Re: NAP VENTURE PARTNERS, LLC D/B/A
LIFESTYLES COMMUNITIES PAVILION
Cases 9-CA-43944; 9-CA-44065; 9-CA-44558
Page 2

The Settlement Agreement further provides that the Employer will, for events commencing with the approval of the Settlement Agreement (February 9, 2009), offer stagehand work to Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer. Stagehand work does not include light, sound or monitor technicians, state manager, "riggers" or "front of the house" personnel. The stagehand work will be offered as set forth in detail in the "Reinstatement" section of the Settlement Agreement. Please document and/or certify, in writing, that the Employer is and will continue to comply with this affirmative provision of the Settlement Agreement.

If and when all the terms of the Agreement have been fully complied with and there are no reported violations of its negative provisions, you will be notified that the case has been closed on compliance.

Your prompt performance of the terms and provisions of the Settlement Agreement will be appreciated as will receipt of written notification by February 17, 2009 confirming the steps you have undertaken for such compliance.

Very truly yours,



Jon H. Grove
Compliance Officer
Phone: 513-684-3750

Enclosures

cc: Mr. Robert K. Handelman
Attorney at Law
Barkan, Neff, Handelman, Meizlish, LLP
360 South Grant Avenue
P.O. Box 1989
Columbus, Ohio 43215-1989

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**NAP VENTURE PARTNERS, LLC D/B/A Cases 9-CA-43944; 9-CA-44065; 9-CA-44558
LIFESTYLES COMMUNITIES PAVILION**

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 the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

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

REINSTATEMENT —

For events commencing with the approval of the settlement agreement, the Charged Party will offer stagehand work to Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer. Stagehand work does not include lighting, sound or monitor technicians, stage manager, "riggers" or "front of the house" personnel. The stagehand work will be offered as follows:

- (a) Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer will be offered work on 7 out of 10 events that requires five or more stagehands, including, but not limited to, shows, conversions, and private functions. The work includes all-days calls, conversions, load-ins, load-outs and stage. The offer of work will be for all portions of the event that require five or more stagehands. In other words, if load-in, stage, and load-out of an event all have 5 or more stagehands, all those portions of the event would be offered. If the stage, however, only requires 4 or less stagehands, no offer to that portion of the event is required.
- (b) The Charged Party will maintain an ongoing written record of offers, acceptances, declines and shows worked in order to determine compliance with the obligations of this settlement on a quarterly basis.
- (c) The Charged Party will provide Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer with a current copy of its Employee Handbook and will keep each Complaint informed of any changes to the Handbook or other rules, regulations and policies.
- (d) Notwithstanding these representation and arrangements, Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer remain subject to performance and cooperation standards and expectations applicable to all stagehands.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It 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 fails 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 (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), 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.

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).

DUPLICATE ORIGINAL

Charged Party NAP VENTURE PARTNERS, LLC D/B/A LIFESTYLES COMMUNITIES PAVILION		Charging Party INTERNATIONAL ALLIANCE OF THEATRICAL, STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL 12, AFL-CIO	
By: <i>Scott Steiner</i> President 1/27/09 Name and Title		Date	
By: <i>John P. Mazza</i> John P. Mazza, Attorney		Date 1/27/09	
Recommended By: <i>D.P.M.</i> David P. Morgan, Board Agent		Date 2/9/09	
Approved By: <i>Gary W. Muffey</i> Gary W. Muffey, Regional Director		Date 2/9/09	

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

NAP VENTURE PARTNERS, LLC D/B/A Cases 9-CA-43944; 9-CA-44065; 9-CA-44558
LIFESTYLES COMMUNITIES PAVILION

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 the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

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

REINSTATEMENT —

For events commencing with the approval of the settlement agreement, the Charged Party will offer stagehand work to Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer. Stagehand work does not include lighting, sound or monitor technicians, stage manager, "riggers" or "front of the house" personnel. The stagehand work will be offered as follows:

- (a) Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer will be offered work on 7 out of 10 events that requires five or more stagehands, including, but not limited to, shows, conversions, and private functions. The work includes all-days calls, conversions, load-ins, load-outs and stage. The offer of work will be for all portions of the event that require five or more stagehands. In other words, if load-in, stage, and load-out of an event all have 5 or more stagehands, all those portions of the event would be offered. If the stage, however, only requires 4 or less stagehands, no offer to that portion of the event is required.
- (b) The Charged Party will maintain an ongoing written record of offers, acceptances, declines and shows worked in order to determine compliance with the obligations of this settlement on a quarterly basis.
- (c) The Charged Party will provide Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer with a current copy of its Employee Handbook and will keep each Complaint informed of any changes to the Handbook or other rules, regulations and policies.
- (d) Notwithstanding these representation and arrangements, Dale Rowles, James Cavanaugh, Jr., and Leonard de Vrijer remain subject to performance and cooperation standards and expectations applicable to all stagehands.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It 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 fails 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 (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), 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.

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).

DUPLICATE ORIGINAL

Charged Party NAP VENTURE PARTNERS, LLC D/B/A LIFESTYLES COMMUNITIES PAVILION		Charging Party INTERNATIONAL ALLIANCE OF THEATRICAL, STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL 12, AFL-CIO	
By: Name and Title Jonh P. Mazza, Attorney	Date	By Name and Title <i>Robert K. Handelman</i> Robert K. Handelman, Attorney	Date 2-9-09
Recommended By: <i>David P. Morgan</i> David P. Morgan, Board Agent	Date 2/9/09	Approved By: <i>Gary W. Muffey</i> Regional Director	Date 2/9/09



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 representatives 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 fail to offer employees employment and hours of work because they engaged in protected concerted activities by complaining about wages, hours and working conditions OR because they support the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, or any other labor organization.

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

WE WILL offer Dale Rowles, James Cavanaugh, Jr. and Leonard de Vrijer work without prejudice to their seniority or any other rights and privileges previously enjoyed.

NAP VENTURE PARTNERS, LLC D/B/A
LIFESTYLES COMMUNITIES PAVILION
(Employer)

Dated: _____ By: _____
(Responsible Official) (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.nlrb.gov.

550 Main Street - JWP Federal Office Bldg, Rm 3003 - Cincinnati, OH 45202
Telephone: (513) 684-3686 - Hours of Operation: 8:30 am to 5 pm

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACTED BY ANYONE.
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACTED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

