

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF:

HYATT HOTELS CORPORATION, d/b/a Hyatt, Park Hyatt, Andaz, Grand Hyatt,
Hyatt Regency, Hyatt Place, Hyatt House, Hyatt Summerfield Suite, Hyatt
Residence Club, Hyatt Vacation Club, Hyatt Gold Passport, and Hyatt Resorts

Case 28-CA-061114

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 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 1) immediately post copies of the attached Notice "A" in prominent places around each Hyatt, Park Hyatt, Andaz, Grand Hyatt, Hyatt Regency, and Hyatt Resorts facility owned or managed by Hyatt Hotels Corporation or its subsidiaries, including all places where the Charged Party normally posts notices to employees; and 2) immediately post copies of the attached Notice "B" in prominent places around each Hyatt Place, Hyatt Summerfield Suite, Hyatt Residence Club, Hyatt Vacation Club, and Hyatt Gold Passport facility owned or managed by Hyatt Hotels Corporation or its subsidiaries, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice A on its Intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will send an e-mail to the Region's Compliance Officer at Miguel.Rodriguez@nrlb.gov with a link to the electronic posting location on the same day as the posting. If passwords or other log-on information is required to access the electronic posting, the Charged Party agrees to provide such access information to the Region's Compliance Officer.

BACKPAY - None.

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), 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. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

By entering into this Agreement the Charged Party does not admit to the commission of any unfair labor practices.

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 MLW 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 reissue the complaint previously issued on February 29, 2012, in the instant case. 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 it will have waived its right to file an Answer to such complaint. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. 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/Respondent 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 HYATT HOTELS CORPORATION d/b/a Hyatt, Park Hyatt, Andaz, Grand Hyatt, Hyatt Regency, Hyatt Place, Hyatt House, Hyatt Summerfield Suite, Hyatt Residence Club, Hyatt Vacation Club, Hyatt Gold Passport, and Hyatt Resorts		Charging Party UNITE HERE INTERNATIONAL UNION	
By: Name and Title <i>Michael L. Weissman / Attorney</i> 	Date <i>Apr. 27, 2012</i>	By: Name and Title <i>KURT PETERSEN / ORG. DIR.</i> 	Date <i>5/23/12</i>
Recommended By: <i>Mary Davidson</i> Mary G. Davidson Field Attorney	Date <i>5/24/12</i>	Approved By: <i>Cornelia A. Overstreet</i> Cornelia A. Overstreet, Regional Director, Region 28	Date <i>5/24/12</i>

Notice A

(To be printed and posted on official Board notice form)

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 in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL NOT maintain overly-broad rules in our Social Media Policy, or anywhere else, which direct all employees of our Full Service Hotels, Select Service Hotels, and Hyatt Residential Group, Business Units, and Subsidiaries based in the United States, to avoid commenting on Hyatt or any Hyatt location and to refrain from posting images of Hyatt's locations or facilities or displaying Hyatt logos.

WE WILL NOT maintain overly-broad rules in our corporate-wide Code of Business Conduct and Ethics, or anywhere else, which define confidential information to include "training materials" and "personnel information" and direct you to safeguard that information.

WE WILL NOT maintain overly-broad rules in our corporate-wide Code of Business Conduct and Ethics, or anywhere else, which direct you to report any known or suspected violation of the Code of Business Conduct and Ethics, including any violation of the laws, rules, regulations or policies that apply to us, which interfere with, restrain or coerce you in the exercise of your Section 7 rights.

WE WILL NOT maintain an overly-broad confidentiality rule which includes "training materials" and/or "personnel information" within its definition of confidential information and which prohibits you from disclosing such confidential information to third parties either during or after your employment with us.

WE WILL NOT maintain an overly-broad rule stating that it is unacceptable conduct which may result in discipline if you engage in the unauthorized disclosure or use of any confidential information about Hyatt, its associates, its clients or guests, that you have learned through, or as a result of, your employment with us, which interferes with, restrains or coerces you in the exercise of your Section 7 rights.

WE WILL NOT maintain a rule stating that it is unacceptable conduct which may result in discipline if you participate in civic or professional organization activities in a manner whereby confidential company information is divulged, reveal confidential data to anyone, or misstate our revenues, expenses, or assets.

WE WILL NOT maintain an overly-broad rule stating that it is unacceptable conduct which may result in discipline if you interfere with or hinder work schedules, fail to work a shift as scheduled or arrange your own replacement on a shift without the permission of your supervisor, or, if you leave your department or work area without the permission of your supervisor or be in locations other than your assigned work areas.

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WE WILL NOT maintain an overly-broad rule stating that it is unacceptable conduct which may result in discipline if you refuse to cooperate with a hotel investigation or fail to report a violation of hotel policies and procedures which interferes with, restrains or coerces you in the exercise of your Section 7 rights.

WE WILL NOT maintain an overly-broad rule stating that any requests for information regarding the business of the hotel or related matters are to be directed to one of our managers or directors.

WE WILL NOT maintain an overly-broad rule stating that it is unacceptable conduct which may result in discipline if you make derogatory or unfounded statements about Hyatt or its employees.

WE WILL NOT maintain an overly-broad rule stating that you agree that you shall not, at any time, disparage Hyatt or any of its respective subsidiaries, affiliates, directors, officers, or employees.

WE WILL NOT maintain any overly-broad acknowledgement forms which provide that you understand that your employment is "at will," and that you acknowledge that no oral or written statements or representations regarding your employment can alter your at-will employment status, except for a written statement signed by you and either our Executive Vice-President/Chief Operating Officer or Hyatt's President.

WE WILL NOT maintain overly-broad rules which require our permission or approval to wear a union pin, limit you to wearing only approved or authorized union pins, or limit you to the wearing of only one union pin, unless agreed upon in a collective-bargaining agreement.

WE WILL NOT in any other like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL revise or rescind the rules described above in our Social Media Policy, employee handbooks, Style Guides or Appearance Guidelines, and WE WILL furnish you with inserts for the current editions of the Social Media Policy, employee handbooks, Style Guides or Appearance Guidelines that advise that the rules described above have been rescinded, or provide the language of revised rules; or provide with you with a revised Social Media Policy, employee handbook, Style Guide or Appearance Guidelines that do not contain these rules.

WE WILL revise or rescind the rules described above in our Code of Business Conduct and Ethics and WE WILL provide you with written notice that advises you that these rules have been rescinded or provide the language of revised rules.

WE WILL revise or rescind the acknowledgement form signed by you which provides that you understand that your employment is "at will," and that you acknowledge that no oral or written statements or representations regarding your employment can alter your at-will employment status, except for a written statement signed by you and either our Executive Vice-President/Chief Operating Officer or Hyatt's President, and WE WILL furnish you with written notice that the acknowledgement form signed by you, with the above-described language, will no longer be considered to be in effect.

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Andaz, Grand Hyatt, Hyatt Regency, Hyatt Place, Hyatt House,
Hyatt Summerfield Suite, Hyatt Residence Club, Hyatt Vacation

Club, Hyatt Gold Passport, and Hyatt Resorts

(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

2600 N. CENTRAL AVENUE, SUITE 1400
PHOENIX, AZ 85004-3099

Telephone: (602) 640-2160
Hours of Operation: 8:15 a.m. to 4:45 p.m.

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Notice B

(To be printed and posted on official Board notice form)

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 in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL NOT maintain overly-broad rules in our Social Media Policy, or anywhere else, which direct all employees of our Full Service Hotels, Select Service Hotels, and Hyatt Residential Group, Business Units, and Subsidiaries based in the United States, to avoid commenting on Hyatt or any Hyatt location and to refrain from posting images of Hyatt's locations or facilities or displaying Hyatt logos.

WE WILL NOT maintain overly-broad rules in our corporate-wide Code of Business Conduct and Ethics, or anywhere else, which define confidential information to include "training materials" and "personnel information" and direct you to safeguard that information.

WE WILL NOT maintain overly-broad rules in our corporate-wide Code of Business Conduct and Ethics, or anywhere else, which direct you to report any known or suspected violation of the Code of Business Conduct and Ethics, including any violation of the laws, rules, regulations or policies that apply to us, which interfere with, restrain or coerce you in the exercise of your Section 7 rights.

WE WILL revise or rescind the rules described above in our Social Media Policy and WE WILL furnish you with inserts for the current editions of the Social Media Policy that advise that these rules have been rescinded, or provide the language of revised rules; or provide with you with a revised Social Media Policy that do not contain these rules.

WE WILL revise or rescind the rules described above in our Code of Business Conduct and Ethics and WE WILL provide you with written notice that advises you that these rules have been rescinded or provide the language of revised rules.

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