

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 34**

BRIDGEWATER ASSOCIATES, LP

and

(b) (6), (b) (7)(C), AN INDIVIDUAL

Case 01-CA-169426

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by (b) (6), (b) (7)(C) an Individual. It is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that Bridgewater Associates, LP (Respondent) has violated the Act as described below:

1(a) The charge in this matter was filed by (b) (6), (b) (7)(C) on February 10, 2016, and a copy was served by facsimile transmission and regular mail on Respondent on February 10, 2016.

(b) The amended charge in this proceeding was filed by (b) (6), (b) (7)(C) on June 23, 2016, and a copy was served by facsimile transmission and regular mail on Respondent on June 23, 2016.

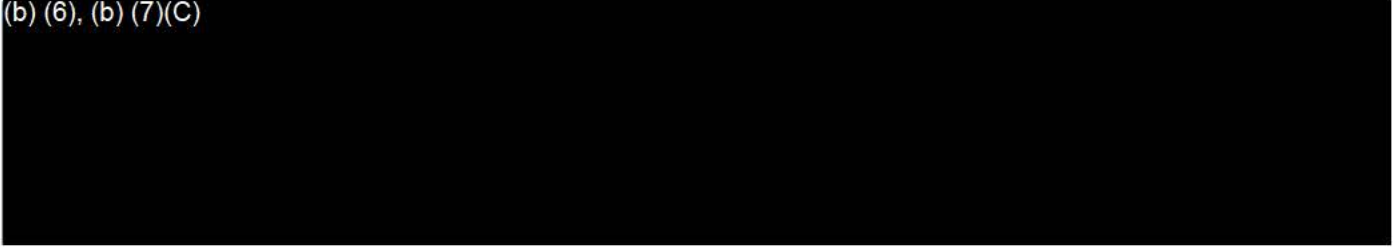
2. At all material times, Respondent, a corporation with an office and place of business located in Westport, Connecticut, has been engaged in the operation of an investment firm.

3. During the 12-month period ending May 31, 2016, Respondent, in conducting its operations described above in paragraph 2, performed services valued in excess of \$50,000 at its Westport, Connecticut facility for customers and clients located outside the State of Connecticut.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

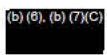
5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act, and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



6. At all material times, Respondent has maintained the following rules in

(b) (6), (b) (7)(C)



Employment Agreement:

- a) Under "**Confidentiality of Employment Agreement**" (page 3): The rule stating that "You agree that the terms of your employment with Bridgewater are confidential. "
- b) Under "**Confidential Information & Proprietary Information**" (pages 4, 5): The rules stating that " 'Confidential Information' means any non-public information .relating to the business or affairs of Bridgewater or its affiliates, or any existing or former officer, director, employee or shareholder of Bridgewater. " and prohibits the distribution of "employee lists and employees' compensation and management's compensation", which includes "Bridgewater's organizational structure (including the allocation of responsibilities and general construction of Bridgewater's departments, businesses, subsidiaries and the employees assigned to them)"
- c) Under "**Confidential Information & Proprietary Information**" (page 5): The rule stating that: "For the avoidance of doubt, your obligation not to disclose or use Bridgewater's Confidential Information without prior authorization applies in all contexts, industries and businesses. This includes, but is not limited to, "any media business, outlets, or other endeavors that publish, broadcast, distribute, or otherwise disseminate information in any format, including but not limited to books, newspapers, magazines, journals, websites, blogs, social media outlets, television and radio stations, and streaming media outlets."
- d) Under "**Confidential Information & Proprietary Information**" (page 6): The rule stating that "You also may not. .disparage Bridgewater and/or its present or former affiliates, directors, officers, shareholders, employees or clients, whether directly or indirectly, in any manner

whatsoever (whether related to the business of Bridgewater or otherwise) except as required by law."

- e) Under "**Severability, Governing Law, Mediation and Arbitration**" (page 8): The rules stating that " .you agree to submit all such claims to binding arbitration on an individual basis. " and " .you hereby waive any right to bring on behalf of persons other than yourself, or to otherwise participate with other persons in: any class action, collective action; or representative action."

7 About January 6, 2016, Respondent indefinitely suspended its employee

(b) (6), (b) (7)(C)

8. Respondent engaged in the conduct described above in paragraph 7 because (b) (6), (b) (7)(C) threatened to file a charge with the Board.

9. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

10. By the conduct described above in paragraphs 7 and 8, Respondent has been discriminating against employees for filing charges or giving testimony under the Act, in violation of Section 8(a)(1) and (4) of the Act.

11. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

SPECIAL REMEDIES

As part of the remedy for the unfair labor practices alleged above in paragraphs 7, 8, and 10, the General Counsel seeks an Order requiring that Respondent reimburse (b) (6), (b) (7)(C) for all search-for-work and work-related expenses regardless of whether (b) (6), (b) (7)(C) received interim earnings in excess of those expenses, or at all, during any calendar quarter, or during the overall backpay period. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged, including an order requiring that (b) (6), (b) (7)(C) be made whole, including reasonable consequential damages incurred as a result of the Respondent's unlawful conduct.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before July 14, 2016 or postmarked on or before July 13, 2016**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. A failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. When an answer is filed electronically, an original and four paper copies must be sent to this office so that it is received no later than three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **October 4, 2016, at 10:00 a.m.** at the **A.A. Ribicoff Federal Building, 450 Main Street, Suite 410, Hartford, Connecticut**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding has the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: June 30, 2016

John J. Walsh, Jr.
Regional Director
National Labor Relations Board
Region 01 – Subregion 34

By: 

Michael C. Cass, Officer-in-Charge
National Labor Relations Board
Subregion 34
A.A. Ribicoff Federal Building
450 Main Street, Suite 410
Hartford, CT 06103

Attachments

**UNITED STATES OF AMERICA
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SUBREGION 34**

BRIDGEWATER ASSOCIATES, LP

and

(b) (6), (b) (7)(C) AN INDIVIDUAL

Case No. 01-CA-169426

**BRIDGEWATER ASSOCIATES, LP'S ANSWER AND DEFENSES TO COMPLAINT
AND NOTICE OF HEARING**

Respondent Bridgewater Associates, LP ("Bridgewater"), by and through its undersigned counsel and in Answer to the Complaint and Notice of Hearing ("Complaint") issued by the Regional Director of Region 1 – Sub-Region 34, states as follows:

To the extent that an answer is required to the unnumbered paragraph at the outset of the Complaint, Bridgewater admits that the General Counsel has issued the instant Complaint based on charges filed by **(b) (6), (b) (7)(C)** (**(b) (6), (b) (7)(C)**) Bridgewater expressly denies that it has engaged in unfair labor practices in violation of the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* (the "Act"), denies any remaining allegations or legal conclusions contained in the introductory paragraph, and requests that the Complaint and Notice of Hearing be dismissed.

1. Bridgewater admits the allegations contained in Paragraph 1(a) of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of when the charge was filed. Bridgewater admits the allegations contained in Paragraph 1(b) of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of when the amended charge was filed.

2. Bridgewater admits the allegations contained in Paragraph 2 of the Complaint except denies that Bridgewater is a corporation and states that it is a limited partnership.

3. Bridgewater admits the allegations contained in Paragraph 3 of the Complaint.

4. Bridgewater admits the allegations contained in Paragraph 4 of the Complaint.

5. Bridgewater admits that, at all times relevant to the allegations in the Complaint,

(b) (6), (b) (7)(C) held the positions set forth opposite their respective names in Paragraph 5 of the Complaint, and each of them was a supervisor within the meaning of Section 2(11) of the National Labor Relations Act, but denies the remainder of the allegations contained in Paragraph 5 of the Complaint.

6. Bridgewater admits that Paragraph 6(a), 6(b), 6(c), 6(d), and 6(e) of the Complaint purport to reference or quote isolated provisions of an employment agreement that (b) (6), (b) (7)(C) signed. Bridgewater denies the remaining allegations in Paragraph 6 of the Complaint and denies that the provisions of (b) (6), (b) (7)(C) executive employment agreement constitute "rules" that Bridgewater "maintained."

7. Bridgewater denies the allegations contained in Paragraph 7 of the Complaint, except admits that it placed (b) (6), (b) (7)(C) on a fully-paid leave of absence on or about (b) (6), (b) (7)(C).

8. Bridgewater denies the allegations contained in Paragraph 8 of the Complaint.

9. Bridgewater denies the allegations contained in Paragraph 9 of the Complaint.

10. Bridgewater denies the allegations contained in Paragraph 10 of the Complaint.

11. Bridgewater denies the allegations contained in Paragraph 11 of the Complaint.

Bridgewater denies that any of the relief or special remedies listed on Page 3 of the Complaint or any other relief or remedies are warranted.

Any allegations in the Complaint that are not specifically and expressly admitted in this Answer are denied.

DEFENSES

FIRST DEFENSE

The Complaint fails to state a claim for which relief can be granted.

SECOND DEFENSE

The National Labor Relations Board (“NLRB”) lacks jurisdiction to grant relief because [REDACTED] is a supervisor within the meaning of Section 2(11) of the Act.

THIRD DEFENSE

The provisions of Bridgewater’s employment agreement with [REDACTED] referred to in Paragraph 6 of the Complaint are lawful under the Act and applicable NLRB precedent. *See, e.g., Lutheran Heritage Village-Livonia*, 343 NLRB 646, 646-47 (2004); *Lafayette Park Hotel*, 326 NLRB 824, 825 (1998), *enf’d* 203 F.3d 52 (D.C. Cir. 1999).

FOURTH DEFENSE

Bridgewater’s employment agreement with [REDACTED] was not adopted to prohibit, and has not been applied to prohibit, the exercise of any Section 7 rights, and employees in the financial services industry, including [REDACTED] would not reasonably construe the provisions of Bridgewater’s employment agreement as prohibiting the exercise of Section 7 rights.

FIFTH DEFENSE

Bridgewater’s employment agreement with [REDACTED] is based on legitimate business reasons and, read properly in context, all of the provisions in [REDACTED] employment agreement are tailored specifically to protecting Bridgewater’s legitimate business concerns, including confidentiality interests that are unique to the financial services industry, and none of the provisions in the employment agreement prohibits the exercise of Section 7 rights.

SIXTH DEFENSE

The confidentiality provisions in Bridgewater's employment agreement with (b) (6), (b) (7)(C), read in context, do not violate the Act, as protecting confidential and proprietary information is fundamental to providing client services in the financial services industry and is, in some instances, required by law or regulation.

SEVENTH DEFENSE

The non-disparagement provision in Bridgewater's employment agreement, read in context, does not violate the Act, as it lawfully prohibits disparagement of Bridgewater's clients, products and services.

EIGHTH DEFENSE

The arbitration provision in Bridgewater's employment agreement with (b) (6), (b) (7)(C) does not violate the Act, and the Complaint's challenge to the arbitration provision is contrary to law, including the Federal Arbitration Act and the National Labor Relations Act. *See, e.g., Murphy Oil USA, Inc. v. NLRB*, 808 F.3d 1013 (5th Cir. 2015); *D.R. Horton v. NLRB*, 737 F.3d 344 (5th Cir. 2013); *Walthour v. Chipio Windshield Repair, LLC*, 745 F.3d 1326 (11th Cir. 2014); *Richards v. Ernst & Young, LLP*, 744 F.3d 1072 (9th Cir. 2013); *Sutherland v. Ernst & Young LLP*, 726 F.3d 290 (2d Cir. 2013); *Owen v. Bristol Care, Inc.*, 702 F.3d 1050 (8th Cir. 2013).

NINTH DEFENSE

(b) (6), (b) (7)(C) voluntarily entered into (b) (6), (b) (7)(C) employment agreement, including the arbitration provision, in return for a high six-figure salary plus bonus entitlement.

TENTH DEFENSE

Bridgewater at all times acted in good faith and did not interfere with, restrain, or coerce (b) (6), (b) (7)(C) in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ELEVENTH DEFENSE

The Complaint fails to state a claim for discrimination or retaliation because there was no “adverse action” against (b) (6), (b) (7)(C) and no causal connection between (b) (6), (b) (7)(C) lawyer’s threat to file an unfair labor practice charge and (b) (6), (b) (7)(C) placement on paid leave for legitimate business reasons.

TWELFTH DEFENSE

Even if the General Counsel could establish a prima case of discrimination or retaliation, Bridgewater had legitimate reasons for putting (b) (6), (b) (7)(C) on paid leave and would have made the same decision regardless of any protected activities under the Act.

THIRTEENTH DEFENSE

The “Special Remedies” section of the Complaint seeks relief, including consequential damages, that exceeds the scope of the National Labor Relations Board’s authority under the Act.

FOURTEENTH DEFENSE

The Complaint seeks relief that is speculative.

FIFTEENTH DEFENSE

The “Special Remedies” section of the Complaint seeks relief that does not further the remedial purposes of the Act, including damages for a very highly-paid employee who continues to receive a six-figure salary plus bonus entitlement while on paid leave.

SIXTEENTH DEFENSE

(b) (6), (b) (7)(C) has failed to mitigate (b) (6), (b) (7)(C) damages, if any.

SEVENTEENTH DEFENSE

To the extent that any of the allegations set forth in the Complaint are based upon acts or occurrences that were not within the scope of a timely unfair labor practice charge, these allegations are barred by Section 10(b) of the Act.

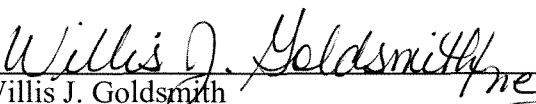
EIGHTEENTH DEFENSE

The facts that will be adduced at the hearing establish that, at all material times, Bridgewater complied with all of its obligations under the Act.

WHEREFORE, Bridgewater, having fully answered the Complaint and Notice of Hearing, respectfully requests that the General Counsel's Complaint be dismissed in its entirety.

Dated: July 13, 2016

Respectfully submitted,


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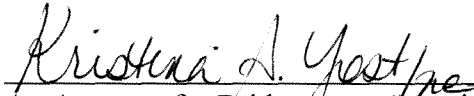
*Attorneys for Respondent Bridgewater
Associates, LP*

CERTIFICATE OF SERVICE

The undersigned, an attorney admitted to practice before the Courts of the State of New York, affirms under penalty of perjury that on July 13, 2016, she caused a true and correct copy of Bridgewater Associates, LP's Answer and Defenses to Complaint and Notice of Hearing to be served upon counsel for the parties by first-class mail in a postage-prepaid, properly addressed envelope at the following addresses designated for this purpose:

Scott Grubin
Wigdor, LLP
85 5th Avenue, Fl 5
New York, New York 10003-3019

Michael C. Cass, Officer-in-Charge
National Labor Relations Board
Subregion 34
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An Attorney for Bridgewater Associates, LP