



UNITED STATES GOVERNMENT

NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, D.C. 20570

March 9, 2016

Clerk, United States Court of
Appeals for the Sixth Circuit
540 Potter Stewart U.S. Courthouse
100 East Fifth Street
Cincinnati, OH 45202-3988

Re: *NLRB v. Seven One Seven Parking
Services of Michigan, Inc. d/b/a Hospital
Parking Management*, (6th Cir.) Board Case
No. 07-CA-133170

Dear Mr. Green:

I am enclosing the Board's application for summary entry of a judgment enforcing the Board's order in this case, and a copy of a proposed judgment.

Please serve a copy of the application on Respondent, whose addresses appear on the service list. I have served a copy of the Board's application and proposed judgment on each party admitted to participate in the Board proceedings, and their names and addresses also appear on the service list.

I am counsel of record for the Board, and all correspondence should be addressed to me. I would appreciate your furnishing the Board's Regional Director, whose name and address also appear on the service list, with a copy of all correspondence the Court sends to counsel in this case, and a copy of the judgment issued.

Very truly yours,

/s/ Linda Dreeben

Linda Dreeben
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half Street, S.E.
Washington, D.C. 20570
(202) 273-2960

SERVICE SHEET

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RESPONDENT:

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UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

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|---------------------------------------|---|-----------------|
| NATIONAL LABOR RELATIONS BOARD | : | |
| | : | |
| Petitioner | : | No. |
| v. | : | |
| | : | |
| SEVEN ONE SEVEN PARKING SERVICES OF | : | Board Case No.: |
| MICHIGAN, INC. D/B/A HOSPITAL PARKING | : | 07-CA-133170 |
| MANAGEMENT | : | |
| | : | |
| Respondent | : | |

APPLICATION FOR SUMMARY ENTRY OF A JUDGMENT
ENFORCING AN ORDER OF
THE NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Sixth Circuit:

The National Labor Relations Board, pursuant to Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. §§ 151, 160(e)), applies to this Court for summary entry of a judgment enforcing its order in Case No. 07-CA-133170 against Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management (“Respondent”). The Board is entitled to summary enforcement of its order because Respondent failed to provide an appropriate answer to the Board’s Notice to Show Cause and the Board entered an order by default. In support, the Board shows:

A. Jurisdiction of this Court

This Court has jurisdiction over this application under Section 10(e) of the

Act (29 U.S.C. § 160(e)). Venue is proper in this Circuit because the unfair labor practices occurred in Michigan. The Board's final order issued on January 21, 2016, and is reported at 363 NLRB No. 101.

B. Proceedings Before the Board

1. Upon a charge and an amended charge filed by Local 283, International Brotherhood of Teamsters (IBT) (the Union) on July 21 and September 30, 2014, respectively, alleging that the Respondent violated Sections of the National Labor Relations Act, the Respondent and the Union entered into an informal settlement agreement which was approved by the Regional Director for Region 7 on November 18, 2014. Pursuant to the terms of the settlement agreement, the Respondent agreed, among other things, to take certain affirmative action to remedy various unfair labor practices.

2. The settlement agreement contained the following noncompliance provision:

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.

3. By letter dated February 13, 2015, the Regional Director advised the Respondent that it was not in compliance with the settlement agreement. In the letter Regional Director described actions to be taken to comply with the agreement. The letter warned that failure to take remedial actions could result in the issuing of the complaint and seeking a motion for default judgment.

4. The Respondent failed to respond or to comply.

5. Pursuant to the noncompliance provisions of the settlement agreement, on March 31, 2015, the Regional Director issued a Complaint Based on Breach of Affirmative Provisions of Settlement Agreement (the complaint). On April 8, 2015, the General Counsel filed a Motion for Default Judgment with the Board.

6. By order dated April 10, 2015, the Board issues an order transferring the case to itself and a Notice to Show Cause why the motion should not be granted.

7. The Respondent did not file a response. The allegations in the motion were therefore undisputed.

8. In the absence of a response and pursuant to the noncompliance provisions of the settlement agreement, on January 21, 2016, the Board issued its Decision and Order granting the Motion for Default Judgment and entering an order against Respondent.

C. The Board Is Entitled to Summary Enforcement of Its Order

On these facts, the Board is entitled to summary enforcement of its order against Respondent. Respondent did not dispute before the Board that it had breached its settlement agreement. Therefore Respondent cannot dispute before this Court the Board's finding that it had breached the settlement agreement.

It is settled that the Board is entitled to have the default judgment summarily enforced. Under Section 10(e) of the Act (29 U.S.C. § 160(e)), no objection that has not been urged before the Board shall be considered by a court of appeals "unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances." Interpreting that requirement, courts have consistently held that a respondent's failure to assert a defense before the Board entitles the Board, absent extraordinary circumstances, to summary enforcement of

its order. *See e.g., N.L.R.B. v. Innkeepers of Ohio, Inc.*, 596 F.2d 177, 178 (6th Cir. 1979). *See also NLRB v. Mays Printing Co.*, 452 F.App'x 593 (6th Cir. 2009), *Father and Sons Lumber v. NLRB*, 931 F.2d 1093, 1095-96, 1097 (6th Cir. 1991); *NLRB v. Aaron Convalescent Home*, 479 F.2d 736, 738-39 (6th Cir. 1973); *NLRB v. Innkeepers of Ohio, Inc.*, 596 F.2d 177 (6th Cir. 1979); *NLRB v. Dane County Dairy*, 795 F.2d 1313, 1319-21 (7th Cir. 1986); *Oldwick Materials, Inc. v. NLRB*, 732 F.2d 339, 341 (3d Cir. 1984). No such circumstances have been alleged or shown here.

WHEREFORE, the Board respectfully requests that the Court, after serving notice of the filing of this application on Respondent, enter judgment summarily enforcing the Board's order in full. A proposed judgment is attached.

/s/ Linda Dreeben

Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Dated in Washington, D.C.
this 9th day of March, 2016

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

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| NATIONAL LABOR RELATIONS BOARD | : | |
| | : | |
| Petitioner | : | No. |
| v. | : | |
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| SEVEN ONE SEVEN PARKING SERVICES OF | : | Board Case No.: |
| MICHIGAN, INC. D/B/A HOSPITAL PARKING | : | 07-CA-133170 |
| MANAGEMENT | : | |
| | : | |
| Respondent | : | |

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management, its officers, agents, successors, and assigns, enforcing its order dated January 21, 2016, in Case No. 07-CA-133170, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management, its officers, agents, successors, and assigns, shall abide by said order (See attached Order and Appendix).

ENTERED BY ORDER OF THE COURT

Clerk

NATIONAL LABOR RELATIONS BOARD

v.

SEVEN ONE SEVEN PARKING SERVICES OF MICHIGAN, INC. D/B/A
HOSPITAL PARKING MANAGEMENT

ORDER

Seven One Seven Parking Services of Michigan, Inc. d/b/a Hospital Parking Management, Tampa Florida and Detroit Michigan, its officers, agents, successors, and assigns, shall take the following affirmative action necessary to effectuate the policies of the Act.

1. Cease and desist from

- (a) Failing and refusing to bargain collectively and in good faith with Local 283, International Brotherhood of Teamsters (IBT) as the exclusive collective-bargaining representative of employees in the following unit:

All full-time and regular part-time valet employees, lot attendants, traffic and safety employees, cashiers, greeters, and uniform attendants employed by Respondent working out of the Karmanos Cancer Center at the Detroit Medical Center located at 4100 John R Street, Detroit, Michigan, but excluding all guards and supervisors as defined in the Act.

- (b) Failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.
- (c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

- (a) On request, bargain in good faith with the Union as the exclusive collective-bargaining representative of its unit employees.

- (b) Meet and bargain collectively with the Union on specified scheduled dates as agreed on by the parties, at least twice a week, and for at least 4 hours per meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached.
- (c) Provide a representative to meet face-to-face with the Union, who has the authority to make adjustments and bind the Respondent during negotiations for a collective-bargaining agreement until a complete collective-bargaining agreement or a good-faith impasse is reached.
- (d) Furnish to the Union in a timely manner the information requested by the Union on June 17, July 18 and 22, and October 16, 2014.
- (e) Within 14 days after service by the Region, post at the Karmanos Cancer Center facility located at 4100 John R, Detroit, Michigan, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 18, 2014.
- (f) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

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 do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to bargain collectively in good faith with Local 283, International Brotherhood of Teamsters (IBT) (the Union) as the exclusive collective-bargaining representative of our employees in the following unit:

All full-time and regular part-time valet employees, lot attendants, traffic and safety employees, cashiers, greeters, and uniform attendants employed by us at the Karmanos Cancer Center facility located at 4100 John R, Detroit, Michigan.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with the rights listed above.

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

WE WILL provide the Union with the information it requested on June 17, July 18 and 22, and October 16, 2014.

WE WILL, on request, bargain in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

WE WILL meet and bargain collectively with the Union on specified scheduled dates as agreed on by the parties, at least twice a week, and for at least 4 hours per

meeting, until a complete collective-bargaining agreement or a good-faith impasse is reached,

WE WILL provide a representative to meet face-to-face with the Union, who has the authority to make adjustments and bind us during negotiations for a collective bargaining agreement during the entire period of time noted in the prior provision.

SEVEN ONE SEVEN PARKING SERVICES OF MICHIGAN, INC. D/B/A
HOSPITAL PARKING MANAGEMENT

The Board's decision can be found at www.nlr.gov/case/07-CA-133170, or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

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| Petitioner | : | No. |
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| SEVEN ONE SEVEN PARKING SERVICES OF | : | Board Case No.: |
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| MANAGEMENT | : | |
| | : | |
| Respondent | : | |

CERTIFICATE OF SERVICE

The undersigned certifies that one copy each of the Board's application for summary entry of judgment, proposed judgment, and appearance of counsel form, in the above-captioned case, has this day been served by first class mail upon the following parties at the addresses listed below:

James J. Cusack, Esq.
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Tampa, FL 33602-5182

Jason Accardi, President & CEO
Hospital Parking Management
1410 North Florida Avenue
Tampa, FL 33602

/s/ Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Dated at Washington, D.C.
this 9th day of March, 2016