IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
SOUTHERN DIVISION
AT PIKEVILLE

Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center,	)	Civil Action No.
Plaintiff,	)	**FILED ELECTRONICALLY**
v.	)	
NATIONAL LABOR RELATIONS BOARD	)	
and	)	
PHILIP MISCIMARRA, in his official capacity as Chairman of the National Labor Relations Board,	)	
Defendants.	)	

COMPLAINT

Plaintiff Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center ("Paul B. Hall" or "Plaintiff"), for its Complaint for Immediate Injunctive and Declaratory Relief against Defendant National Labor Relations Board ("the Labor Board") and its Chairman, Phillip Miscimarra, in his official capacity, allege as follows:

NATURE OF ACTION

1. This is a lawsuit for an immediate injunction and for declaratory relief because the Labor Board has set an administrative hearing to commence on March 27, 2017 in Consolidated Case No. 08-CA-167313 (the "Hearing"). In the Hearing, based on the Labor Board's Administrative Third Consolidated Complaint ("Administrative Complaint"), filed herewith as Ex. A, the Labor Board seeks far-reaching corporate-wide relief that would apply to corporate entities which are not parties to the Hearing, have received no notice of the Hearing, and have received no opportunity to be heard regarding the allegations set forth therein.

2. Paul B. Hall, along with dozens of entities nationwide ("Unnamed Entities"), are the entities that have not been named as Respondents in the Administrative Complaint, but against whom such an order has effectively been sought. As a result, the Hearing and all attendant administrative proceedings represent a violation of Plaintiff's rights and the rights of all Unnamed Entities under the National Labor Relations Act ("the Act"), the Administrative Procedure Act ("the APA"), as well as due process rights guaranteed under the Fifth Amendment to the United States Constitution.

JURISDICTION AND VENUE

3. This is an action for a declaratory judgment, pursuant to 28 U.S.C. § 2201, for the purpose of determining and resolving a question of actual controversy between the parties, and for injunctive relief.

4. In addition, this Court has jurisdiction under 28 U.S.C. § 1331 because this action arises under, and concerns, provisions of the Act, the federal APA and the Due Process Clause of the Fifth Amendment to the United States Constitution.

5. Further, 5 U.S.C. § 702 expressly permits requests for injunctive relief from actions of a federal governmental agency such as the Labor Board.

6. Venue is proper in this Court under 28 U.S.C. §§ 1391(c) & (e) because Paul B. Hall's principal place of business is in the Eastern District of Kentucky.

THE PARTIES

7. Paul B. Hall is a Kentucky limited liability company.

8. Defendant Labor Board is a government agency that investigates and prosecutes unfair labor practices.

9. Defendant Phillip Miscimarra is the Chairman of the National Labor Relations Board as of the date of this filing.

UNDERLYING FACTS

10. Paul B. Hall owns and operates an acute care hospital. It provides wound healing, cardiac care, diagnostic imaging, emergency, gastrointestinal/endoscopy, pulmonary and respiratory health, sleep disorder, surgical, and women's health services. Paul B. Hall was organized in 1919 and is based in Paintsville, Kentucky. Paul B. Hall has a stable relationship with its union, has no history of unfair labor practices and has never been held to have violated the Act. (Affidavit of Deborah Trimble, ¶¶. 2-3, filed herewith as Ex. B).

11. On or about April 29, 2016, Quorum Health Corporation ("QHC"), based in Brentwood, Tennessee, acquired 38 hospitals from Community Health Systems, Inc ("CHSI"), including Paul B. Hall. QHC now owns part of the Paul B. Hall limited liability company, along with other physician owners. but Paul B. Hall continues as a stand-alone corporation. (Trimble Aff., para 3).

12. QHCCS, LLC ("QHCCS") is an affiliate of QHC. It provides assistance, including consulting, to entities owned by QHC and to other healthcare-related entities, including Paul B. Hall. (Trimble Aff., ¶ 4).

13. In addition to Paul B. Hall, the 38 hospitals acquired by QHC from CHSI, and served by QHCCS include DHSC, LLC, d/b/a Affinity Medical Center ("Affinity"), located in Ohio; Hospital of Barstow, Inc., d/b/a Barstow Community Hospital ("Barstow"), located in California; and Watsonville Hospital Corporation, d/b/a Watsonville Community Hospital ("Watsonville"), also located in California. (See Ex. A. and Trimble Aff., ¶ 4)

14. Unfair labor practice proceedings have commenced before the Labor Board against Affinity, Barstow and Watsonville (collectively, "the Hospitals"). These proceedings involve allegations that the Hospitals, prior to being acquired by QHC and prior to being served by

QHCCS, engaged in unfair labor practices. Neither QHC nor QHCCS are alleged therein to have engaged in unfair labor practices. Rather, General Counsel ("GC") for the Board argues that CHSI, CHSI had single or joint employment relationships with the Hospitals; QHC and QHCCS currently own/serve the Hospitals; therefore, QHC/QHCCS should be liable on a successor basis. (Ex. A at pp. 8-10).

15. If the Administrative Complaint had stopped there, this Complaint would not have been filed. Instead, the Complaint seeks an order which could apply to **all hospital entities owned in part by QHC or served by QHCCS**, including Paul B. Hall. GC seeks a broad-based cease and desist order which would subject all such employers to future court contempt findings, by-passing the administrative process, in the event of any alleged future violation of the Act. Towards the foregoing unlawful end, specifically, in the Administrative Complaint GC seeks the following remedy:

> The General Counsel also seeks a **broad remedial order** applicable to…Respondent Quorum Health Corporation, Respondent QHCCS, as successors to Respondent CHSI…, on a corporate-wide basis, **in any and all locations** where they are an employer within the meaning of Section 2(2) of the Act, as part of a **single integrated enterprise, as joint employers**, or otherwise, to **cease and desist** from interfering with, restraining, or coercing employees in the exercise of their rights guaranteed by Section 7 of the Act in the manner alleged, or in any other manner, together with any and all relief as may be just and proper to remedy the unfair labor practices alleged. (Ex. A at pp. 54-55).

16. GC would have this order apply to potential single and joint employers such as Paul B. Hall, notwithstanding the following undisputed facts: (1) Paul B. Hall is not accused of violating the Act; (2) Paul B. Hall has not been made a party to the Administrative Complaint; (3) an owner and service company for Paul B. Hall (QHC and QHCCS), who are parties to the Administrative Complaint, are not themselves accused in the Administrative Complaint of violating the Act; and (4) the employment relationships between QHC/QHCCS and Paul B. Hall with the employees

working at the hospital in Paul B. Hall have not been pled nor are they otherwise implicated by the Administrative Complaint.

17. GC can cure this infirmity by simply dismissing the above Administrative Complaint paragraph as it relates to "single integrated enterprise, as joint employers." GC has failed to do so, despite GC's failure to specifically plead and provide notice to the entities involved in these other relationships. Rather, GC has chosen to seek a remedy which would apply to other, unnamed employment relationships and healthcare entities across the country without naming them, in an attempt to circumventing the administrative process.

18. Because joint or single employer relationships necessarily involve two or more entities, such an order will purportedly require Paul B. Hall and the Unnamed Entities in an alleged single integrated enterprise with QHC and/or QHCCS, as well as Paul B. Hall and the Unnamed Entities deemed part of a single or joint employer relationship with QHC and/or QHCCS, to cease and desist from all future violations of the Act. Such an order will necessarily subject personnel decisions and other actions by the Unnamed Entities to District Court scrutiny and reversal in contempt actions.

19. The Administrative Complaint lists a wide range of other remedies available and sought by the Labor Board, such as notice posting, reading and mailing notices to employees, bargaining orders, and monetary liability. (Ex. A at pp. 54-58). Because the Labor Board seeks to apply a broad-based cease and desist order and any and all proper relief to QHC and QHCCS wherever they are single or joint employers, the Labor Board necessarily seeks to apply such orders and relief to Paul B. Hall and the Unnamed Entities. If QHC and QHCCS, for example, must assure employee notice posting and employee notice reading "corporate-wide," the Labor Board will require Paul B. Hall and the Unnamed Entities who employ their workforces to submit to such

remedies without a hearing, notwithstanding that such requirement would constitute clear violations of the Unnamed Entities' property and due process rights. In addition, different entities deemed single employers have joint and several monetary liability and compliance responsibility under Board law for one another's actions. *Emsing's Supermarket, Inc.*, 284 NLRB 302 (1987).

20. Paul B. Hall and the Unnamed Entities do not cede due process rights simply because an entity related to them has been the subject of a single employer allegation. *See N. Mont. Health Care Ctr. v. NLRB*, 178 F.3d 1089, 1098 (9th Cir. 1999). The Labor Board's attempt to hold a hearing that seeks such an order, binding entities as single or joint employers without naming them, violates rights under the Act, the APA, and rights to due process under the Fifth Amendment to the United States Constitution.

21. The necessity of a Charge, Complaint, and appeals process are prescribed in the Act itself. 29 U.S.C. § 160 (b)–(f). The APA sets forth similar requirements relating to notice and the opportunity to be heard. 5 U.S.C. § 554(b). In addition, the Labor Board has no power to take action absent an unfair labor practice charge having been filed by or on behalf of employees of the Unnamed Entities. Any action to the contrary may be enjoined in federal district court. *Chamber of Commerce of the United States v. NLRB*, 721 F.3d 152 (4th Cir. 2014).

22. Fundamental to our legal system is the requirement that before a judgment or enforceable order is entered against a person, some form of pleading, giving notice of the charges, must be served upon that person. 29 U.S.C. § 160(h). Unfair labor practice proceedings begin with service of a complaint upon the party charged. The complaint must contain notice of the charges and of a hearing to determine them. *See NLRB v. Chelsea Labs., Inc.*, 825 F.2d 680, 682 (2d Cir. 1987); *NLRB v. Coca Cola Bottling Co.*, 811 F2d 82, 87 (2d Cir. 1987). Notice "must

inform the respondent of the acts forming the basis of the complaint." *NLRB v. H.P. Townsend Mfg. Co.*, 101 F.3d 292, 294 (2d Cir. 1996).

23. "Procedural due process imposes constraints on governmental decisions which deprive individuals of 'liberty' or 'property' interests within the meaning of the Due Process Clause of the Fifth . . . Amendment." *Mathews v. Eldridge*, 424 U.S. 319, 332 (1976). "The fundamental requirement of due process is the opportunity to be heard 'at a meaningful time and in a meaningful manner.'" *Mathews*, 424 U.S at 333 (quoting *Armstrong v. Manzo*, 380 U.S. 545, 552 (1965)).

24. Business organizations, like individuals, possess due process interests. *See Old Dominion Dairy Prods., Inc. v. Sec'y of Def.*, 631 F.2d 953 (1980). These liberty interests mandate due process. "As a general proposition, the NLRB may not find that an unfair practice exists without first affording the alleged violator notice and an opportunity for a hearing. This requirement is primarily a matter of due process." *Coca Cola Bottling Co.*, 811 F.2d at 87.

25. Paul B. Hall and the Unnamed Entities are not required to pursue administrative exhaustion because they have no "meaningful and adequate opportunity for judicial review." *Saginaw Chippewa Indian Tribe v. NLRB*, 838 F. Supp. 2d 598, 603 (E.D. Mich. 2011) (citing *Bd. of Governors of Fed. Reserve Sys. v. MCorp Fin., Inc.*, 502 U.S. 32, 43 (1991)). Persons impacted by Labor Board actions are not required to exhaust all administrative options upon "a showing that the Board acted in excess of its delegated powers *and* that the aggrieved party would be 'wholly deprived' of its statutory rights." *Id.* (quoting *Detroit Newspaper Agency v. NLRB*, 286 F.3d 391, 397 (6th Cir. 2002)).

26. In *Leedom v. Kyne*, 358 U.S. 184, 190 (1958), the Supreme Court found that "a litigant may bypass available administrative procedures where there is a readily observable

usurpation of power not granted to the agency by Congress." *Detroit Newspaper Agency*, 286 F.3d at 397 (emphasis added). To establish that the administrative exhaustion requirement does not apply, [an aggrieved party] must demonstrate that it has no "meaningful and adequate opportunity for judicial review." *Saginaw*, 838 F. Supp. 2d at 603 (citing *MCorp*, 502 U.S. at 43).

27. Through the Hearing, the Labor Board seeks to hold Paul B. Hall and Unnamed Entities captive to a future corporate-wide order without affording them a chance to defend themselves at the hearing. Paul B. Hall and the Unnamed Entities will not be presenting evidence on single or joint employer issues, nor will they be presenting evidence on the underlying alleged unfair labor practices. They will have no way to recapture these irrevocably lost rights of defense and participation, through any administrative process or through an appeal, for no administrative record will exist to support such an appeal. The Labor Board has thus violated statutory, regulatory, and Constitutional rights under the *Leedom* exception to administrative exhaustion.

28. The Labor Board may not apply its orders to a party not named as a Respondent. *N. Mont. Health Care Ctr.*, 178 F.3d at 1098. Accordingly, the Labor Board must dismiss the allegation or name as Respondents all entities alleged to be parties to a joint or single employer relationship, with an allegation that unfair labor practices occurred in that relationship. Otherwise, its actions are beyond the scope of the Act and may be enjoined. To adjudicate a claim, issue an order, and seek to enforce it against an Unnamed Entity would plainly violate due process. *Nelson v. Adams USA*, 120 S. Ct. 1579 (2000); *H.P. Townsend Mfg. Co.*, 101 F.3d at 295–96 (even if party knew of allegations of alter ego status and of effort to include them in the proceedings, formal service of complaint was still required).

FIRST CLAIM FOR RELIEF

Declaratory Judgment
Violation of Statutory Rights under the Labor Act and the APA

29. Paul B. Hall incorporates by reference the allegations set forth in paragraphs 1 to 28 above as though fully set forth.

30. An actual controversy has arisen and now exists between and among the Labor Board, Paul B. Hall, and the Unnamed Entities concerning the Labor Board's convening and holding of the Hearing in contravention of statutory and regulatory rights to notice and a hearing under the APA and the Act.

31. For the reasons above, Paul B. Hall seeks the following declaratory judgment:

(A) That through the Hearing, the Labor Board seeks a far-reaching corporate-wide order which it seeks to apply to Paul B. Hall and Unnamed Entities by virtue of their associations with QHC and QHCCS.

(B) That the Labor Board seeks such an order despite failing to provide Paul B. Hall and the Unnamed Entities notice or a hearing as statutorily required under the Act and the APA.

(C) That due to the Labor Board's violations of the Act and the APA, Paul B. Hall and the Unnamed Entities did not receive formal notice of the Hearing and will not be provided a hearing before the imposition of any order sought by the Labor Board.

(D) That the Labor Board's failure to provide notice and a hearing to Paul B. Hall and the Unnamed Entities as required under the APA and the Act is an observable usurpation of power not granted to the agency by Congress.

(E) That Paul B. Hall and the Unnamed Entities are not required to pursue administrative exhaustion because upon commencement of the hearing they have no "meaningful

and adequate opportunity for judicial review." *Saginaw*, 838 F. Supp. 2d at 603 (citing *MCorp*, 502 U.S. at 43).

(F) That apart from this Federal District Court action, Paul B. Hall and the Unnamed Entities have no adequate legal remedy.

(G) That the Hearing and related proceedings shall not proceed unless and until the Labor Board removes these legal infirmities.

SECOND CLAIM FOR RELIEF

Declaratory Judgment
Violation of the Right to Due Process under the United States Constitution

32. Paul B. Hall incorporates by reference the allegations set forth in paragraphs 1 to 31 above as though fully set forth.

33. An actual controversy has arisen and now exists between and among the Defendants, Paul B. Hall and Unnamed Entities concerning the Labor Board's convening and holding of the Hearing in contravention of Constitutional rights to due process as well as violations of the above-stated statutory rights.

34. For those reasons, Paul B. Hall seeks the following declaratory judgment:

(A) That through the Hearing, the Defendants seek a far-reaching corporate-wide order which it seeks to apply to Paul B. Hall and Unnamed Entities by virtue of their associations with QHC and QHCCS.

(B) That Defendants seek such an order despite the Labor Board failing to provide Paul B. Hall and the Unnamed Entities due process protection as mandated by the United States Constitution.

(C) That due to the above-stated denial of due process to Paul B. Hall and the Unnamed Entities, they have not received formal notice of the Hearing and will not be provided a hearing before the imposition of any order sought by the Labor Board at the Hearing.

(D) That the Defendants' denial of due process to Paul B. Hall and the Unnamed Entities as required under the Fifth Amendment to the United States Constitution is an "observable usurpation of power not granted to the agency by Congress." *Detroit Newspaper Agency*, 286 F.3d at 397.

(E) That Paul B. Hall and the Unnamed Entities are not required to pursue administrative exhaustion because they have no "meaningful and adequate opportunity for judicial review." *Saginaw*, 838 F. Supp. 2d at 603 (citing *MCorp*, 502 U.S. at 43).

(F) That apart from this Federal District Court action, Paul B. Hall and the Unnamed Entities have no adequate legal remedy.

(G) That the Hearing and related proceedings shall not go forward unless and until these legal infirmities are removed.

THIRD CLAIM FOR RELIEF

Injunctive Relief
Violations of the Labor Act, APA, and Constitutional Due Process

35. Paul B. Hall incorporates by reference the allegations set forth in paragraphs 1 to 34 above as though fully set forth.

36. No adequate remedy at law exists for the Labor Board's violations of the Act, APA, and Constitutional due process.

37. Irreparable injury will occur if the Court does not order the Labor Board to refrain from commencing the Hearing and suspend its administrative proceedings until such time as the foregoing infirmities are removed from those proceedings.

38. The injury to Paul B. Hall and the Unnamed Entities, absent an injunction, outweighs the threatened injury to the Labor Board. The above-stated statutory violations and unconstitutional denials of due process outweigh any minor delay the Labor Board may experience while remedying the infirmities.

39. The injunction, if issued, would not be adverse to the public interest and would serve the public interest with respect to assuring due process and assuring the federal government's statutory compliance.

PRAYER FOR RELIEF

WHEREFORE, Paul B. Hall respectfully requests that the Court enter judgment in its favor and to:

1. Issue a declaratory judgment against Defendants declaring that Paul B. Hall and the Unnamed Entities have not been provided their statutory rights under the APA and the Act with respect to the Hearing and that any judgment or final order arising from the Hearing shall not be binding on Paul B. Hall and the Unnamed Entities;

2. Issue a declaratory judgment against Defendants declaring that Paul B. Hall and the Unnamed Entities have been denied due process guaranteed to them under the Fifth and Amendment to the United States Constitution with respect to the Hearing, and that any judgment or final order arising from the Hearing shall not be binding on them;

3. Enjoin the Defendants, the individual members of the Labor Board in their official capacity, and any of the Labor Board's agents, officers, employees, or representatives from proceeding with the Hearing and any related administrative proceedings until the declaratory judgment sought by Paul B. Hall has been fully adjudicated or until the above-stated infirmities are removed from the proceeding;

4. Award Paul B. Hall its attorneys' fees, costs and such other relief as this Court may deem just or equitable.

Respectfully submitted,

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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 8

DHSC, LLC, d/b/a AFFINITY MEDICAL CENTER,
COMMUNITY HEALTH SYSTEMS, INC.,
HOSPITAL OF BARSTOW, INC., d/b/a
BARSTOW COMMUNITY HOSPITAL,
WATSONVILLE HOSPITAL CORPORATION d/b/a
WATSONVILLE COMMUNITY HOSPITAL,
and/or
COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers and
QUORUM HEALTH CORPORATION and QHCCS, LLC,
successor employers

and **CASE 08-CA-167313**

NATIONAL NURSES ORGANIZING COMMITTEE
(NNOC), CALIFORNIA NURSES ASSOCIATION/NATIONAL
NURSES ORGANIZING COMMITTEE (CNA/NNOC)
and CALIFORNIA NURSES ASSOCIATION (CNA),
NATIONAL NURSES UNITED

- -

HOSPITAL OF BARSTOW INC., d/b/a BARSTOW
COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers and
QUORUM HEALTH CORPORATION and QHCCS, LLC,
successor employers

and **CASES 31-CA-167522**
31-CA-174673

CALIFORNIA NURSES ASSOCIATION/NATIONAL
NURSES ORGANIZING COMMITTEE (CNA/NNOC)

- -

BLUEFIELD HOSPITAL COMPANY, LLC d/b/a BLUEFIELD REGIONAL MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and/or joint employers

and	**CASES**	**10-CA-168085 10-CA-151016 10-CA-153544 10-CA-174418 10-CA-177532**

NATIONAL NURSES ORGANIZING COMMITTEE (NNOC), AFL-CIO

- -

GREENBRIER, VMC, LLC d/b/a GREENBRIER VALLEY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and/or joint employers

and	**CASES**	**10-CA-167330 10-CA-150997 10-CA-153336**

NATIONAL NURSES ORGANIZING COMMITTEE (NNOC), AFL-CIO

ORDER FURTHER CONSOLIDATING CASES, THIRD CONSOLIDATED COMPLAINT

On February 29, 2016, a Complaint and Notice of Hearing issued in Case 08-CA-167313 alleging that DHSC, LLC, d/b/a Affinity Medical Center (Respondent Affinity), Hospital of Barstow, Inc. d/b/a Barstow Community Hospital (Respondent Barstow),

Watsonville Hospital Corporation d/b/a Watsonville Community Hospital (Respondent Watsonville) and its single and/or joint employer Community Health Systems, Inc., (Respondent CHSI) and/or its single and/or joint employer Community Health Systems Professional Services Corp., LLC, also known as Community Health Systems Professional Services Corporation prior to January 1, 2015 (Respondent CHSPSC) has engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq.

On March 10, 2016, a Consolidated Complaint and Notice of Hearing issued in Case 10-CA-167330 alleging that Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center (Respondent Greenbrier) and its single and/or joint employer Respondent CHSI and/or its single and/or joint employer Respondent CHSPSC, and in Case 10-CA-168085 alleging that Bluefield Hospital Company d/b/a Bluefield Regional Medical Center (Respondent Bluefield) and its single and/or joint employer Respondent CHSI and/or its single and/or joint employer CHSPSC has engaged in unfair labor practices that violate the Act.

On April 8, 2016, a Complaint and Notice of Hearing issued in Case 31-CA-167522 alleging that Respondent Barstow and its single and/or joint employer Respondent CHSI and/or its single and/or joint employer Respondent CHSPSC has engaged in unfair labor practices that violate the Act.

On July 12, 2016, a Consolidated Complaint and Notice of Hearing issued in Cases 10-CA-150997 and 10-CA-153336 alleging that Respondent Greenbrier and its single and/or joint employer Respondent CHSI and/or its single and/or joint employer Respondent CHSPSC, and in Cases 10-CA-151016 and 10-CA-153544 alleging that Respondent Bluefield and its

single and/or joint employer Respondent CHSI and/or its single and/or joint employer Respondent CHSPSC has engaged in unfair labor practices that violate the Act.

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (Board) and to avoid unnecessary costs or delay, **IT IS ORDERED** that Cases 08-CA-167313, 31-CA-167522, 10-CA-168085, 10-CA-151016, 10-CA-153544, 10-CA-167330, 10-CA-150997, and 10-CA-153336 are further consolidated with Case 31-CA-174673, filed by the California Nurses Association/National Nurses Organizing Committee, AFL-CIO (CNA/NNOC) which alleges that Respondent Barstow and its single and/or joint employer Respondent CHSI and/or its single and/or joint employer Respondent CHSPSC has engaged in further unfair labor practices within the meaning of the Act and also with Cases 10-CA-174418 and 10-CA-177532, filed by the National Nurses Organizing Committee, AFL-CIO (NNOC) which allege that Respondent Bluefield and its single and/or joint employer Respondent CHSI and/or its single and/or joint employer CHSPSC has engaged in further unfair labor practices within the meaning of the Act.

This Third Consolidated Complaint, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below:

1. (A) The charge in Case 08-CA-167313 was filed by the NNOC and the CNA/NNOC against Respondent Affinity, Respondent Barstow, Respondent Watsonville, Respondent CHSI and Respondent CHSPSC on January 11, 2016, and a copy was served on Respondent Affinity, Respondent Barstow, Respondent Watsonville, Respondent CHSI and Respondent CHSPSC by U.S. mail on January 13, 2016.

(B) (1) The charge in Case 10-CA-167330 was filed by the NNOC on January 11, 2016, and a copy was served on Respondent Greenbrier, Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on January 11, 2016.

(2) The first amended charge in Case 10-CA-167330 was filed by the NNOC on January 20, 2016, and a copy was served on Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC by U.S. mail on January 21, 2016.

(C) The charge in Case 10-CA-168085 was filed by the NNOC on January 20, 2016, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on January 21, 2016.

(D) The charge in Case 31-CA-167522 was filed by the CNA/NNOC on January 8, 2016, a copy was served on Respondent Barstow by personal service on January 8, 2016, and a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on January 13, 2016.

(E) The charge in Case 31-CA-174673 was filed by the CNA/NNOC on April 18, 2016, and a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on April 26, 2016.

(F) (1) The charge in Case 10–CA–150997 was filed by the NNOC on April 27, 2015, and a copy was served on Respondent Greenbrier by U.S. mail on April 28, 2015.

(2) The first amended charge in Case 10–CA–150997 was filed by the NNOC on May 21, 2015, and a copy was served on Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

(G) (1) The charge in Case 10–CA–153336 was filed by the NNOC on June 1, 2015, and a copy was served on Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 2, 2015.

(2) The first amended charge in Case 10–CA–153336 was filed by the NNOC on July 27, 2015, and a copy was served on Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC by U.S. mail on July 27, 2015.

(H) (1) The charge in Case 10–CA–151016 was filed by the NNOC on April 27, 2015, and a copy was served on Respondent Bluefield by U.S. mail on April 28, 2015.

(2) The first amended charge in Case 10–CA–151016 was filed by the NNOC on May 21, 2015, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

(I) (1) The charge in Case 10–CA–153544 was filed by the NNOC on June 4, 2015, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 4, 2015.

(2) The first amended charge in Case 10–CA–153544 was filed by the NNOC on July 27, 2015, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on July 28, 2015.

(J) (1) The charge in Case 10-CA-174418 was filed by the NNOC on April 19, 2016, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on April 20, 2016.

(2) The first amended charge in Case 10-CA-174418 was filed by the NNOC on June 30, 2016, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 30, 2016.

(K) The charge in Case 10-CA-177532 was filed by the NNOC on June 3, 2016, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 3, 2016.

2. (A) At all material times, Respondent Affinity, has been a Delaware limited liability company with an office and place of business in Massillon, Ohio (Affinity facility), and has been engaged in the operation of an acute care hospital providing inpatient and outpatient care.

(B) At all material times, Respondent Barstow has been a corporation with an office and place of business in Barstow, California (Barstow facility), and has been engaged in the operation of an acute care hospital providing inpatient and outpatient care.

(C) At all material times, Respondent Watsonville has been a Delaware corporation with an office and place of business in Watsonville, California (Watsonville facility), and has been operating a hospital providing inpatient and outpatient care.

(D) At all material times, Respondent Greenbrier has been a limited liability company with an office and place of business in Ronceverte, West Virginia (Greenbrier facility), and has been operating an acute-care hospital providing inpatient and outpatient care.

(E) At all material times, Respondent Bluefield has been a limited liability company with an office and place of business in Bluefield, West Virginia (Bluefield facility), and has been engaged in the operation of an acute-care hospital providing inpatient and outpatient care.

(F) At all material times, Respondent CHSI, which operates as a holding company, has been a Delaware corporation with its principal office and place of business in Franklin, Tennessee, and with offices and places of business in Massillon, Ohio; Barstow, California;

Watsonville, California; Ronceverte, West Virginia; and Bluefield, West Virginia, where it is engaged in the operation of acute care hospitals providing inpatient and outpatient care.

(G) Since about January 1, 2015, Respondent CHSPSC has been a limited liability company and at all material times, Respondent CHSPSC has been a wholly owned subsidiary of Respondent CHSI with an office and place of business in Franklin, Tennessee, and with offices and places of businesses in Massillon, Ohio; Barstow, California; Watsonville, California; Ronceverte, West Virginia; and Bluefield, West Virginia, where it is engaged in the operation of acute care hospitals providing inpatient and outpatient care.

3. (A) Since on or about January 1, 2014 through April 29, 2016, Quorum Health Resources, LLC has been a limited liability company and has been a subsidiary of Respondent CHSI with an office and place of business in Brentwood, Tennessee, and with offices and places of business in Charlotte, North Carolina and Frisco, Texas where it has been engaged in providing management services and the operation of acute care hospitals providing inpatient and outpatient care.

(B) (1) About August 3, 2015, Respondent CHSI announced that it was creating a publicly traded hospital company, Quorum Health Corporation, by spinning off to its shareholders 38 hospitals and other assets.

(2) (a) Respondent Quorum Health Corporation is a Delaware corporation with an office and place of business in Brentwood, Tennessee.

(b) On or about April 29, 2016, Respondent Quorum Health Corporation acquired 38 hospitals from Respondent CHSI, including Respondents Affinity, Barstow and Watsonville, and since that date has continued to operate Respondents Affinity, Barstow and Watsonville, in basically unchanged form.

(3) QHCCS, LLC (Respondent QHCCS) is a limited liability corporation with an office and place of business in Brentwood, Tennessee and at all material times, Respondent QHCCS has been a wholly owned subsidiary of Respondent Quorum Health Corporation with its principal office and place of business in Brentwood, Tennessee, and with offices and places of business in Massillon, Ohio; Barstow, California; and Watsonville, California, where it is engaged in the operation of acute care hospitals providing inpatient and outpatient care.

(C) (1) Respondent Quorum Health Corporation was put on notice of its potential liability in Cases 08-CA-167313 and 31-CA-167522 by letter dated January 20, 2016, sent by regular and certified mail from General Counsel to Thomas Miller, Chief Executive Officer of Respondent Quorum Health Corporation.

(2) Respondent QHCCS was put on notice of its potential liability in Cases 08-CA-167313 and 31-CA-167522 by letter dated January 20, 2016, sent by regular and certified mail from General Counsel to the Agent of Service of Respondent QHCCS c/o Corporation Service Company for Respondent QHCCS.

(3) Respondent Quorum Health Corporation was put on notice of its potential liability in Case 31-CA-174673 by letter dated May 4, 2016, sent by regular and certified mail to Thomas Miller, Chief Executive Officer of Respondent Quorum Health Corporation.

(4) Respondent QHCCS was put on notice of its potential liability in Case 31-CA-174673 by letter dated May 4, 2016, sent by regular and certified mail to the Agent of Service of Respondent QHCCS c/o Corporation Service Company for Respondent QHCCS.

(5) Respondent Quorum Health Corporation was put on notice of its potential liability in Case 08-CA-167313 by service of the Complaint and Notice of Hearing to Thomas Miller, Chief Executive Officer of Respondent Quorum Health Corporation.

(6) Respondent QHCCS was put on notice of its potential liability in Case 08-CA-167313 by service of the Complaint and Notice of Hearing to the Agent of Service of Respondent QHCCS c/o Corporation Service Company for Respondent QHCCS.

(7) Respondent Quorum Health Corporation was put on notice of its potential liability in Case 31-CA-167522 by service of the Complaint and Notice of Hearing to Thomas Miller, Chief Executive Officer of Respondent Quorum Health Corporation.

(8) Respondent QHCCS was put on notice of its potential liability in Case 31-CA-167522 by service of the Complaint and Notice of Hearing to the Agent of Service of Respondent QHCCS c/o Corporation Service Company for Respondent QHCCS.

(D) Based on the conduct and operations described above in paragraphs 3(A) through 3(C), Respondent Quorum Health Corporation has continued as the employing entity with notice of Respondent CHSI's, Respondent Affinity's, Respondent Barstow's and Respondent Watsonville's potential liability to remedy their unfair labor practices, and Respondent Quorum Health Corporation is a successor to Respondent CHSI, Respondent Affinity, Respondent Barstow and Respondent Watsonville.

(E) Based on the conduct and operations described above in paragraphs 3(A) through 3(C), Respondent QHCCS has continued as the employing entity with notice of Respondent CHSI's, Respondent Affinity's, Respondent Barstow's and Respondent Watsonville's potential liability to remedy their unfair labor practices, and Respondent QHCCS

is a successor to Respondent CHSI, Respondent Affinity, Respondent Barstow and Respondent Watsonville.

4. (A) At all material times, Respondent Affinity and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 4(A) Respondent Affinity and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Affinity and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement

programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 4(C), Respondent Affinity and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

5. (A) At all material times, Respondent Barstow and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 5(A), Respondent Barstow and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Barstow and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management,

and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 5(C), Respondent Barstow and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

6. (A) At all material times, Respondent Watsonville and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 6(A), Respondent Watsonville and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Watsonville and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 6(C), Respondent Watsonville and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

7. (A) At all material times, Respondent Bluefield and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs,

information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 7(A), Respondent Bluefield and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Bluefield and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 7(C), Respondent Bluefield and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

8. (A) At all material times, Respondent Greenbrier and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 8(A), Respondent Greenbrier and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Greenbrier and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting,

physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 8(C), Respondent Greenbrier and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

9. (A) At all material times, Respondent CHSPSC and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management and supervision; have formulated and administered a common labor policy; have share common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulator programs, information technology services; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 9(A), Respondent CHSPSC and Respondent CHSI constitute a single-integrated business enterprise and single employer within the meaning of the Act.

10. (A) (1) At all material times, Respondent CHSI and Respondent Affinity have been parties to a contract which provides that Respondent Affinity is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Affinity, and administered a common labor policy for Respondent Affinity's employees.

(3) At all material times, Respondent CHSI and Respondent Affinity have been joint employers of the employees of Respondent Affinity.

(B) (1) At all material times, Respondent CHSPSC and Respondent Affinity have been parties to a management services agreement which provides that Respondent Affinity is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Affinity, and administered a common labor policy for Respondent Affinity's employees.

(3) At all material times, Respondent CHSPSC and Respondent Affinity have been joint employers of the employees of Respondent Affinity.

11. (A) (1) At all material times, Respondent CHSI and Respondent Barstow have been parties to a contract which provides that Respondent Barstow is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Barstow and administered a common labor policy for Respondent Barstow's employees.

(3) At all material times, Respondent CHSI and Respondent Barstow have been joint employers of the employees of Respondent Barstow.

(B) (1) At all material times, Respondent CHSPSC and Respondent Barstow have been parties to a management services agreement which provides that Respondent

Barstow is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Barstow and administered a common labor policy for Respondent Barstow's employees.

(3) At all material times, Respondent CHSPSC and Respondent Barstow have been joint employers of the employees of Respondent Barstow.

12. (A) (1) At all material times, Respondent CHSI and Respondent Watsonville have been parties to a contract which provides that Respondent Watsonville is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Watsonville and administered a common labor policy for Respondent Watsonville's employees.

(3) At all material times, Respondent CHSI and Respondent Watsonville have been joint employers of the employees of Respondent Watsonville.

(B) (1) At all material times, Respondent CHSPSC and Respondent Watsonville have been parties to a management services agreement which provides that Respondent Watsonville is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Watsonville and administered a common labor policy for Respondent Watsonville's employees.

(3) At all material times, Respondent CHSPSC and Respondent Watsonville have been joint employers of the employees of Respondent Watsonville.

13. (A) (1) At all material times, Respondent CHSI and Respondent Greenbrier have been parties to a contract which provides that Respondent Greenbrier is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Greenbrier and administered a common labor policy for Respondent Greenbrier's employees.

(3) At all material times, Respondent CHSI and Respondent Greenbrier have been joint employers of the employees of Respondent Greenbrier.

(B) (1) At all material times, Respondent CHSPSC and Respondent Greenbrier have been parties to a management services agreement which provides that Respondent Greenbrier is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Greenbrier and administered a common labor policy for Respondent Greenbrier's employees.

(3) At all material times, Respondent CHSPSC and Respondent Greenbrier have been joint employers of the employees of Respondent Greenbrier.

14. (A) (1) At all material times, Respondent CHSI and Respondent Bluefield have been parties to a contract which provides that Respondent Bluefield is the agent of

Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Bluefield and administered a common labor policy for Respondent Bluefield's employees.

(3) At all material times, Respondent CHSI and Respondent Bluefield have been joint employers of the employees of Respondent Bluefield.

(B) (1) At all material times, Respondent CHSPSC and Respondent Bluefield have been parties to a management services agreement which provides that Respondent Bluefield is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Bluefield and administered a common labor policy for Respondent Bluefield's employees.

(3) At all material times, Respondent CHSPSC and Respondent Bluefield have been joint employers of the employees of Respondent Bluefield.

15. (A) (1) Annually, Respondent Affinity, in conducting its business operations described above in paragraph 2(A), has derived gross revenue in excess of $250,000.

(2) Annually, Respondent Affinity, in conducting its business operations described above in paragraph 2(A), purchases and receives at its Massillon facility goods valued in excess of $50,000 directly from points outside the State of Ohio.

(3) At all material times, Respondent Affinity has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(B) (1) Annually, Respondent Barstow, in conducting its business operations described above in paragraph 2(B), has derived gross revenue in excess of $250,000.

(2) Annually, Respondent Barstow in conducting its business operations described above in paragraph 2(B) purchases and receives at its Barstow facility products, goods and materials valued in excess of $50,000 directly from points outside the State of California.

(3) At all material times, Respondent Barstow has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(C) (1) Annually, Respondent Watsonville, in conducting its business operations described above in paragraph 2(C), has derived gross revenue in excess of $250,000.

(2) Annually, Respondent Watsonville, in the course and conduct of its business operations, has purchased and received goods at its Watsonville facility valued in excess of $50,000, directly from points outside the State of California.

(3) Annually, Respondent Watsonville in conducting its business operations as described above in paragraph 2(C), has received Federal Medicare funds in excess of $5,000.

(4) At all material times, Respondent Watsonville has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(D) (1) Annually, Respondent Greenbrier, in conducting its business operations described above in paragraph 2(D), has derived gross revenue in excess of $250,000.

(2) Annually, Respondent Greenbrier, in conducting its business operations, purchases and receives goods at its Greenbrier facility, goods and materials valued in excess of $50,000 directly from points outside the State of West Virginia.

(3) At all material times, Respondent Greenbrier has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(E) (1) Annually, Respondent Bluefield, in conducting its business operations described above in paragraph 2(E), has derived gross revenue in excess of $250,000.

(2) Annually, Respondent Bluefield, in conducting its business operations described above in paragraph 2(E), purchases and receives at its Bluefield facility, goods and materials valued in excess of $50,000 directly from points outside the State of West Virginia.

(3) At all material times, Respondent Bluefield has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(F) (1) At all material times, Respondent CHSI, in conducting its business operations as described above in paragraph 2(F), has derived gross revenues in excess of $250,000.

(2) At all material times, Respondent CHSI, in conducting its business operations as described above in paragraph 2(F), has purchased and received at its Franklin, Tennessee office and place of business, goods and materials valued in excess of $5,000, directly from points located outside the State of Tennessee.

(3) At all material times, Respondent CHSI has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(G) (1) At all material times, Respondent CHSPSC, in conducting its business operations as described above in paragraph 2(G), has derived gross revenues in excess of $250,000.

(2) At all material times, Respondent CHSPSC, in conducting its business operations as described above in paragraph 2(G), has purchased and received at its Franklin, Tennessee office and place of business, goods and materials valued in excess of $5,000, directly from points located outside the State of Tennessee.

(3) At all material times, Respondent CHSPSC has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(H) (1) At all material times, Respondent Quorum Health Corporation, in conducting its business operations as described above in paragraph 3(B)(2), has derived gross revenues in excess of $250,000.

(2) At all material times, Respondent Quorum Health Corporation, in conducting its business operations as described above in paragraph 3(B)(2), has purchased and received at its Brentwood, Tennessee office and place of business, goods and materials valued in excess of $5,000, directly from points located outside the State of Tennessee.

(3) At all material times, Respondent Quorum Health Corporation has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(I) (1) At all material times, Respondent QHCCS, in conducting its business operations as described above in paragraph 3(B)(3), has derived gross revenues in excess of $250,000.

(2) At all material times, Respondent QHCCS, in conducting its business operations as described above in paragraph 3(B)(3), has purchased and received at its Brentwood, Tennessee office and place of business, goods and materials valued in excess of $5,000, directly from points located outside the State of Tennessee.

(3) At all material times, Respondent QHCCS has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

16. (A) At all material times, the NNOC has been a labor organization within the meaning of Section 2(5) of the Act.

(B) At all material times, the CNA/NNOC has been a labor organization within the meaning of Section 2(5) of the Act.

(C) At all material times, the California Nurses Association, National Nurses United (CNA) has been a labor organization within the meaning of Section 2(5) of the Act.

17. (A) At all material times, Angela Boyle held the position of Vice President of Human Resources and has been a supervisor of Respondent Affinity within the meaning of Section 2(11) of the Act and agent within the meaning of Section 2(13) of the Act.

(B) (1) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Barstow within the meaning of Section 2(11) of the Act and/or agents within the meaning of Section 2(13) of the Act:

Michelle Miller	Director of Human Resources
Jeana Christensen	Human Resources Generalist

(2) At all material times, Jan Ellis held the position of Director, Employee Relations and/or Human Resources Representative, and has been an agent of Respondent Barstow, Respondent CHSI and/or an agent of Respondent CHSPSC within the meaning of Section 2(13) of the Act.

(C) At all material times, Kristi Abundis held the position of Director of Human Resources and has been a supervisor of Respondent Watsonville of Section 2(11) of the Act and agent within the meaning of Section 2(13) of the Act.

(D) (1) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Greenbrier within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act:

Paige Adkins	Chief Financial Officer
Paul Hanna	Human Resources Director
Tammy Lilly	Intensive Care Unit Director
Gary Mabry	Director of Imaging Services
Fran O'Brien	Director of Obstetrics (ending March 2015)
Vivian Eazies	Director of Obstetrics (March 2015 – present)
Gigi Fergus	Interim Chief Nursing Officer
Autumn Hayes	Nursing Supervisor
Tammy Bradley	Intensive Care Unit Supervisor, Medical Surgery Telemetry Unit and Pediatrics Unit

(2) At all material times, Jan Ellis held the position of Director, Employee Relations and/or Human Resources Representative, and has been an agent of Respondent Greenbrier, Respondent CHSI and/or an agent of Respondent CHSPSC within the meaning of Section 2(13) of the Act.

(E) (1) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Bluefield within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act:

Laura Martin	Human Resources Director
David Henry	Chief Executive Officer
Pam Perdue	Compliance Manager/Privacy Officer
Mike Makosky	Chief Operating Officer/Facility Compliance Officer
Kathy Glover	Supervisor, Obstetrics Department
Lynn Puckett	Director, Operating Room
Paula Thompson	Director, Operating Room
Bessie Brown	Clinical Director – 3-South & 3-West

(2) At all material times, Jan Ellis held the position of Director, Employee Relations and/or Human Resources Representative, and has been an agent of Respondent Bluefield, Respondent CHSI and/or an agent of Respondent CHSPSC within the meaning of Section 2(13) of the Act.

18. (A) At all material times, an unnamed attorney has been an agent of Respondent Affinity within the meaning of Section 2(13) of the Act.

(B) At all material times, an unnamed attorney has been an agent of Respondent Barstow within the meaning of Section 2(13) of the Act.

(C) At all material times, an unnamed attorney has been an agent of Respondent Watsonville within the meaning of Section 2(13) of the Act.

(D) At all material times, an unnamed attorney has been the chief negotiator on behalf of Respondent Greenbrier in collective bargaining, and has been an agent within the meaning of Section 2(13) of the Act.

(E) (1) At all material times, an unnamed attorney has been the chief negotiator on behalf of Respondent Bluefield in collective bargaining, and has been an agent within the meaning of Section 2(13) of the Act.

(2) At all material times, a second unnamed attorney has been an agent of Respondent Bluefield within the meaning of Section 2(13) of the Act.

(F) At all material times, an unnamed attorney has been an agent of Respondent CHSI within the meaning of Section 2(13) of the Act.

(G) At all material times, an unnamed attorney has been an agent of Respondent CHSPSC within the meaning of Section 2(13) of the Act.

19. At all material times, Respondent Barstow has maintained the following policy under the heading "Compliance Disclosure Upon Separation":

> In connection with my separation of employment from an affiliate of Community Health Systems, Inc. ("CHS"), and pursuant to the CHS Compliance Program and the CHS Code of Conduct, I represent and warrant to CHS and its affiliates, officers, owners, directors, and employees, together with each of their respective successors, assigns, heirs and personal representatives (collectively, the "Company") that I have, at all times during my employment, complied with the CHS Compliance Program and the hospital Code of Conduct. I have disclosed in writing to the Corporate Compliance Officer any and all instances of known or suspected violations of law, rule, and regulation or corporate policy by the Company. Further, I have not and have no intention to file any whistleblower or

> similar lawsuits, claims, or disclosures to any governmental agency that would subject the Company to any liability as a result of any violation of any law, rule, regulation and know of no facts that would give rise to any such whistleblower or similar lawsuits, claims or disclosures to any governmental agency. In the event the representations and warranties contained become inaccurate or untrue after the date hereof, I agree that I will notify the Corporate Compliance Officer in writing, of the necessary corrections to make the representations and warranties accurate and true, prior to initiating any whistleblower or similar lawsuits, claims or disclosures to any governmental agency. I also agree to indemnify and hold the Company harmless from any loss, cost, damage or penalty incurred as a result of any inaccuracy or breach of the representations, warranties or agreements contained herein.

20. About February or March 2015, Respondent Greenbrier, by Tammy Bradley, at the Greenbrier facility, impliedly threatened employees with job loss if they did not accept charge nurse positions that are not in the Greenbrier Unit, as described below in paragraph 27(A).

21. Respondent Bluefield at Bluefield's facility, about the dates, in the locations, and by the individuals named below, coercively told employees that they did not receive wage increases because of the NNOC:

(A) About March 11, 2015, by Lynn Puckett at the Nurses' Station in the Operating Room;

(B) About March 2015, by Kathy Glover in her office, in the Obstetrics Department.

22. About April 1, 2016, Respondent Bluefield, by Compliance Manager/Privacy Officer Pam Perdue, in the Human Resources Director's office at the Bluefield facility, instructed employees not to discuss an ongoing disciplinary investigation.

23. (A) (1) About February 9, 2015, Respondent Bluefield discharged all Certified Registered Nurse Anesthetists.

(2) About February 9, 2015, Respondent Bluefield subcontracted bargaining unit work in the Anesthesia Department to Clinical Colleagues, Inc.

(B) About March 2015, Respondent Bluefield delayed a wage increase for all employees in the Bluefield Unit, as described below in paragraph 28(A).

(C) About March 2, 2016, Respondent Bluefield suspended its employee Mike Adams.

(D) About May 17, 2016, Respondent Bluefield suspended its employee Mike Adams.

(E) The conduct described above in paragraphs 23(A)(1), 23(A)(2) and 23(B) is inherently destructive of the rights guaranteed under by Section 7 of the Act.

(F) Respondent Bluefield engaged in the conduct described above in paragraphs 23(A)(1), 23(A)(2), 23(B), 23(C) and 23(D) because the named employees of Respondent Bluefield formed, joined and assisted the NNOC and engaged in concerted activities, and to discourage employees from engaging in these activities.

24. (A) The following employees of Respondent Affinity constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Affinity Unit):

> All full-time and regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent Affinity at its 875 Eighth Street N.E., Massillon, Ohio facility, but excluding all other employees, including managers, confidential employees, physicians, employees of outside registries and other agencies supplying labor to Respondent Affinity, already represented employees, guards and supervisors as defined in the Act, as amended.

(B) On October 5, 2012, the NNOC was certified as the exclusive collective bargaining representative of the Affinity Unit.

(C) At all material times since October 5, 2012, based on Section 9(a) of the Act, the NNOC has been the exclusive collective bargaining representative of the Affinity Unit.

25. (A) The following employees of Respondent Barstow constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Barstow Unit):

> **INCLUDED**: All full-time, regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent Barstow at its facility located at 820 East Mountain View St., Barstow California 92311.
>
> **EXCLUDED:** All other employees, including managers, confidential employees, physicians, employees of outside registries and other agencies supplying labor to Respondent Barstow, already represented employees, guards and supervisors as defined in the Act, as amended.

(B) On June 29, 2012, the CNA/NNOC was certified as the exclusive collective bargaining representative of the Unit.

(C) At all times since June 29, 2012, based on Section 9(a) of the Act, the CNA/NNOC has been the exclusive collective bargaining representative of the Barstow Unit.

26. (A) The following employees of Respondent Watsonville constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Watsonville Unit):

> All employees described in and performing work covered by "Article 1. Recognition" of the July 27, 2011 through September 30, 2013 collective-bargaining agreement between the CNA and Respondent Watsonville (the Agreement); excluding all other employees, guards, and supervisors as defined in the Act.

(B) Since at least 2005, and at all material times, Respondent Watsonville has recognized the CNA as the exclusive collective bargaining representative of the Watsonville

Unit. This recognition has been embodied in successive collective bargaining agreements, the most recent of which is effective by its terms from July 1, 2016 through June 30, 2019.

(C) At all material times since at least 2005, based on Section 9(a) of the Act, the CNA has been the exclusive collective bargaining representative of the Watsonville Unit.

27. (A) The following employees of Respondent Greenbrier constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Greenbrier Unit):

> All full-time, regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent Greenbrier at its 202 Maplewood Avenue, Ronceverte, West Virginia hospital; excluding all other employees, including managers, confidential employees, physicians, technical employees, service and maintenance employees, employees of outside registries and other agencies supplying labor to Respondent Greenbrier, guards and supervisors as defined in the Act.

(B) On August 30, 2012, a representation election was held pursuant to a consent election agreement, and on September 25, 2012, the NNOC was certified as the exclusive collective bargaining representative of the Greenbrier Unit.

(C) At all times since September 25, 2012, based on Section 9(a) of the Act, the NNOC has been the exclusive collective bargaining representative of the Greenbrier Unit.

28. (A) The following employees of Respondent Bluefield constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Bluefield Unit):

> All full-time, regular part-time and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent Bluefield at its 500 Cherry Street, Bluefield, West Virginia hospital; excluding all other employees, including managers, confidential employees, physicians, technical employees, service and maintenance employees, employees of outside registries and other agencies supplying

labor to Respondent Bluefield, and guards and supervisors as defined in the Act.

(B) About August 29, 2012, a representation election was held pursuant to a consent election agreement, and on September 25, 2012, the NNOC was certified as the exclusive collective bargaining representative of the Bluefield Unit.

(C) At all times since September 25, 2012, based on Section 9(a) of the Act, the NNOC has been the exclusive collective bargaining representative of the Bluefield Unit.

29. (A) In about November 2015, the exact date being unknown, Respondent Affinity unilaterally offered Affinity Unit employees an employee discount program called QHC Benefits Plus, a program previously not available to unit employees.

(B) In about November 2015, the exact date being unknown, Respondent Affinity unilaterally offered long term care insurance to Affinity Unit employees, insurance coverage not previously available to unit employees.

(C) (1) In about November 2015, Respondent Affinity notified Affinity Unit employees that their retirement plan assets maintained in the 401(k) plan would transfer to a new retirement plan sponsored by Respondent QHCCS effective January 1, 2016.

(2) As a result of the change described above in paragraph 29(C)(1), Affinity Unit employees were unable to make changes to their investment options for any new 401(k) contributions, make loan payouts, take withdrawals or distributions through their 401(k) plan from January 1, 2016 through January 18, 2016.

(D) The subjects set forth above in paragraphs 29(A) through 29(C) concern employees' wages and other terms and conditions of employment, and are mandatory subjects for the purposes of collective bargaining.

(E) Respondent Affinity engaged in the conduct described above in paragraphs 29(A) through 29(C) without prior notice to the NNOC, without affording the NNOC an opportunity to bargain with Respondent Affinity with respect to this conduct, and the effects of this conduct.

30. (A) Since about September 21, 2015, the NNOC requested, in writing, that Respondent Affinity furnish the NNOC with the following information:

(1) The address or addresses of QHC.

(2) The list of the current or proposed Board of Directors or Trustees.

(3) The name and contact information of the CEO, Director of HR, Director of Labor Relations.

(4) An organization chart showing the directors, officers, and key employees of QHC.

(5) Copies of all proposed QHC work rules, employment manuals, office manuals, policy manuals, codes of behavior, codes of ethics, and/or statements of policy (e.g., sexual harassment policy, computer use policy) which presently apply or will apply to the bargaining unit members at QHC hospitals.

(6) A list of all persons with the authority to review, modify, or rescind the policies listed above, along with their job titles and office address(es).

(7) The current and/or proposed staffing plans for QHC operated facilities.

(8) A list of all persons with the authority to review, modify, or rescind the staffing plans listed above, along with their job titles and office address(es).

(9) A complete description of the following plans and benefits for nurses at those facilities that CHS intends to transfer to the newly formed QHC: health and dental benefits, short and long term disability, and life insurance.

(10) A complete description of retirement benefits for nurses at those facilities that CHS intends to transfer to the newly formed QHC.

(11) A list of all CHS hospitals that will be part of the proposed QHC spinoff, as well as a list of their directors, officers, and key employees.

(B) The information requested by the NNOC, as described above in paragraph 30(A) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective bargaining representative of the Affinity Unit.

(C) Since about September 21, 2015, Respondent Affinity failed and refused to furnish the NNOC with the requested information as set forth above in paragraph 30(A).

31. (A) Since on or about July 10, 2015, Respondent Barstow unilaterally changed its discipline policies regarding overtime for Registered Nurses.

(B) In about November 2015, the exact date being unknown, Respondent Barstow unilaterally offered Barstow Unit employees an employee discount program called QHC Benefits Plus, a program previously not available to unit employees.

(C) (1) In about November 2015, the exact date being unknown, Respondent Barstow notified Barstow Unit employees that their retirement plan assets maintained in the 401(k) plan would transfer to a new retirement plan sponsored by Respondent QHCCS effective January 1, 2016.

(2) As a result of the change described above in paragraph 31(C)(1), Barstow Unit employees were unable to make changes to their investment options for any new 401(K) contributions, make loan payouts, make withdrawals or distributions through the 401(k) plan from January 1, 2016 through January 18, 2016.

(C) The subjects set forth above in paragraphs 31(A), 31(B) and 31(C) concern employees' wages and other terms and conditions of employment, and are mandatory subjects for the purposes of collective bargaining.

(D) Respondent Barstow engaged in the conduct described above in paragraphs 31(A), 31(B) and 31(C) without prior notice to the CNA/NNOC, without affording the CNA/NNOC an opportunity to bargain with Respondent Barstow with respect to this conduct, and the effects of this conduct.

32. (A) Since about June 29, 2012, the CNA/NNOC and Respondent Barstow have not reached an initial collective bargaining agreement, and have not agreed upon an interim grievance procedure.

(B) On or about July 10, 2015, Respondent Barstow issued verbal and/or written warnings to Barstow Unit employees, including employees Stephanie Biggs, Jenny Canales, Tiniya Lacy, Chioma Okeke, Rachel Otubuah, Nicole Silva, and Jacqueleen Williams.

(C) Respondent Barstow engaged in the conduct as described above in paragraph 32(B) as a result of its conduct described above in paragraph 31(A).

(D) On about July 23, 2015, the CNA/NNOC, in writing, requested that Respondent Barstow bargain collectively about the disciplines of its employees as described above in paragraph 32(B).

(E) The subject set forth above in paragraph 32(B) relates to wages, hours, and other terms and conditions of employment of the Barstow Unit and is a mandatory subject for the purposes of collective bargaining.

(F) Since on or about July 23, 2015, Respondent Barstow has refused to bargain collectively with the CNA/NNOC about the disciplines as set forth in paragraph 32(B).

33. (A) On or about July 23, 2015, the CNA/NNOC, in writing, requested that Respondent Barstow furnish the CNA/NNOC with the following information:

(1) Records of any written or verbal communication to RNs from management regarding overtime in the last two months;

(2) A list of RNs disciplined for any reason connected with overtime for the past six months including the dates of discipline; and

(3) Copies of variance forms for overtime approval submitted by RNs — both those that were approved and signed and those submitted and rejected — for the past six months.

(B) On or about August 6, 2015, the CNA/NNOC, in writing:

(1) Repeated its request for the information described above in paragraphs 33(A)(1) and 33(A)(2);

(2) Requested confirmation that Respondent Barstow provided all responsive documents in response to the request described above in paragraph 33(A)(2);

(3) Requested confirmation that Respondent Barstow does not retain the information as described above in paragraph 33(A)(3); and

(4) Requested that Respondent Barstow furnish CNA/NNOC with a the names of RNs working overtime for the previous six months, the dates and the number of minutes of overtime.

(C) On or about January 4, 2016, the CNA/NNOC, by James Moy, orally, repeated the information requests described above in paragraphs 33(A) and 33(B).

(D) The information requested by the CNA/NNOC, as described above in paragraphs 33(A) and 33(B), is necessary for, and relevant to, the CNA/NNOC 's performance of its duties as the exclusive collective-bargaining representative of the Barstow Unit.

(E) Since about August 6, 2015, Respondent Barstow has failed and refused to furnish the CNA/NNOC with the requested information as set forth above in paragraphs 33(A) and 33(B).

34. (A) Since about September 21, 2015, the CNA/NNOC requested, in writing, that Respondent Barstow furnish the CNA/NNOC with the following information:

(1) The address or addresses of QHC.

(2) The list of the current or proposed Board of Directors or Trustees.

(3) The name and contact information of the CEO, Director of HR, Director of Labor Relations.

(4) An organization chart showing the directors, officers, and key employees of QHC.

(5) Copies of all proposed QHC work rules, employment manuals, office manuals, policy manuals, codes of behavior, codes of ethics, and/or statements of policy (e.g., sexual harassment policy, computer use policy) which presently apply or will apply to the bargaining unit members at QHC hospitals.

(6) A list of all persons with the authority to review, modify, or rescind the policies listed above, along with their job titles and office address(es).

(7) The current and/or proposed staffing plans for QHC operated facilities.

(8) A list of all persons with the authority to review, modify, or rescind the staffing plans listed above, along with their job titles and office address(es).

(9) A complete description of the following plans and benefits for nurses at those facilities that CHS intends to transfer to the newly formed QHC: health and dental benefits, short and long term disability, and life insurance.

(10) A complete description of retirement benefits for nurses at those facilities that CHS intends to transfer to the newly formed QHC.

(11) A list of all CHS hospitals that will be part of the proposed QHC spinoff, as well as a list of their directors, officers, and key employees.

(B) The information requested by the CNA/NNOC, as described above in paragraph 34(A) is necessary for, and relevant to, the CNA/NNOC's performance of its duties as the exclusive collective bargaining representative of the Barstow Unit.

(C) Since about September 21, 2015, Respondent Barstow has failed and refused to furnish CNA/NNOC with the requested information as set forth above in paragraph 34(A)(2) through 34(A)(8), and 34(A)(11).

(D) Since about September 21, 2015 to about December 22, 2015, Respondent Barstow unreasonably delayed in furnishing the CNA/NNOC with the information described above in paragraph 34(A)(1), 34(A)(9), and 34(A)(10).

35. (A) In about November 2015, Respondent Watsonville unilaterally offered Watsonville Unit employees an employee discount program called QHC Benefits Plus, a program previously not available to unit employees.

(B) (1) In about November 2015, Respondent Watsonville notified Watsonville Unit employees that their retirement assets maintained in the 401(k) plan would transfer to a new retirement plan sponsored by Respondent QHCCS effective January 1, 2016.

(2) As a result of the change described above in paragraph 35(B)(1), Watsonville Unit employees were unable to make changes to their investment options for any new 401(k) contributions, make loan payouts, make withdrawals or distributions through the 401(K) plan from January 1, 2016 through January 18, 2016.

(C) The subjects set forth above in paragraphs 35(A) and 35(B) concern employees' wages and other terms and conditions of employment, and are mandatory subjects for the purposes of collective bargaining.

(D) Respondent Watsonville engaged in the conduct described above in paragraphs 35(A) and 35(B) without prior notice to the CNA and without affording the CNA an opportunity to bargain with Respondent Watsonville with respect to this conduct, and the effects of this conduct.

36. (A) Since about September 21, 2015, the CNA requested, in writing, that Respondent Watsonville furnish the CNA with the following information:

(1) The address or addresses of QHC.

(2) The list of the current or proposed Board of Directors or Trustees.

(3) The name and contact information of the CEO, Director of HR, Director of Labor Relations.

(4) An organization chart showing the directors, officers, and key employees of QHC.

(5) Copies of all proposed QHC work rules, employment manuals, office manuals, policy manuals, codes of behavior, codes of ethics, and/or statements of policy (e.g., sexual harassment policy, computer use policy) which presently apply or will apply to the bargaining unit members at QHC hospitals.

(6) A list of all persons with the authority to review, modify, or rescind the policies listed above, along with their job titles and office address(es).

(7) The current and/or proposed staffing plans for QHC operated facilities.

(8) A list of all persons with the authority to review, modify, or rescind the staffing plans listed above, along with their job titles and office address(es).

(9) A complete description of the following plans and benefits for nurses at those facilities that CHS intends to transfer to the newly formed QHC: health and dental benefits, short and long term disability, and life insurance.

(10) A complete description of retirement benefits for nurses at those facilities that CHS intends to transfer to the newly formed QHC.

(11) A list of all CHS hospitals that will be part of the proposed QHC spinoff, as well as a list of their directors, officers, and key employees.

(B) The information requested by the CNA as described above in paragraph 36(A) is necessary for, and relevant to, the CNA's performance of its duties as the exclusive collective bargaining representative of the Watsonville Unit.

(C) Since about September 21, 2015, Respondent Watsonville has failed and refused to furnish the CNA with the requested information as set forth above in paragraph 36(A)(2) through 36(A)(8), and 36(A)(11)

(D) Since about September 21, 2015 to about January 4, 2016, Respondent Watsonville unreasonably delayed in furnishing the CNA with the information described above in paragraphs 36(A)(1), 36(A)(9), and 36(A)(10).

37. By the conduct described above in paragraph 20, Respondent Greenbrier, by Tammy Bradley, bypassed the NNOC and dealt directly with its employees in the Greenbrier Unit about accepting charge nurse positions that are not in the Greenbrier Unit.

38. (A) (1) About October 28, 2014, Respondent Greenbrier changed its policies regarding paid time off, mandatory time off and staffing.

(2) As a result of the changes described above in paragraph 38(A)(1), Respondent Greenbrier has, since about October 28, 2014, required its employees to use their paid time off to reduce their leave balances.

(B) About February or March 2015, Respondent Greenbrier removed relief charge nurse duties from the Greenbrier Unit in the Medical Surgery Telemetry Unit and Pediatrics Unit.

(C) (1) About February 2015, Respondent Greenbrier changed the method of obtaining work and/or assigning work hours for nurses in the Cath Lab; and

(2) As a result of the changes described above in paragraph 38(C)(1), Respondent Greenbrier has, since about February 2015, required its employees to obtain their own work hours and work assignments in order to satisfy a weekly hour requirement.

(D) The subjects set forth above in paragraph 38(A) through 38(C) relate to wages, hours, and other terms and conditions of employment of the Greenbrier Unit and are mandatory subjects for the purposes of collective bargaining.

(E) Respondent Greenbrier engaged in the conduct described above in paragraph 38(A) through 38(C) without prior notice to the NNOC and without affording the NNOC an opportunity to bargain with Respondent Greenbrier with respect to this conduct and the effects of this conduct.

(F) Respondent Greenbrier engaged in the conduct described above in paragraph 38(A) through 38(C) without first bargaining with the NNOC to an overall good-faith impasse for a collective bargaining agreement.

39. (A) Since about September 25, 2012, the NNOC and Respondent Greenbrier have not reached an initial collective bargaining agreement, and have not agreed upon an interim grievance procedure.

(B) On about August 6, 2015, Respondent Greenbrier issued two written warnings to its employee Julie Hoffman Jackson.

(C) On about August 6, 2015, Respondent Greenbrier discharged its employee Julie Hoffman Jackson.

(D) On about August 19, 2015, the NNOC, in writing, by electronic transmission, requested that Respondent Greenbrier bargain collectively about the written warnings and discharge of its employee Hoffman Jackson, as described above in paragraphs 39(B) and 39(C).

(E) The subjects set forth above in paragraphs 39(B) and 39(C) relate to wages, hours, and other terms and conditions of employment of the Greenbrier Unit and are mandatory subjects for the purposes of collective bargaining.

(F) Since about September 2, 2015, Respondent Greenbrier has refused to bargain collectively with the NNOC about the subject set forth in paragraphs 39(B) and 39(C).

40. (A) Since about August 19, 2015, the NNOC, in writing, requested that Respondent Greenbrier furnish the NNOC with the following information.

(1) A copy of Julie Hoffman Jackson's termination notice;

(2) Hoffman Jackson's attendance records;

(3) Attendance records for other nurses in the ICU department, where Hoffman Jackson worked;

(4) ICU variance report;

(5) Any other attendance records and logs for Hoffman Jackson.

(B) The information requested by the NNOC, as described above in paragraph 40(A) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Greenbrier Unit.

(C) Since about September 2, 2015, Respondent Greenbrier failed and refused to furnish the NNOC with the information requested by it as described

above in paragraph 40(A).

41. (A) About September 2, 2015, Respondent Greenbrier, in writing, conditioned bargaining over the discipline described above in paragraph 39 and its subparagraphs, and conditioned furnishing the requested information described above in paragraph 40(A) on the NNOC's execution of an indemnification agreement.

(B) In about September 2015, the exact date being presently unknown, Respondent Greenbrier, by an unnamed attorney at a bargaining session, repeated its demand for indemnification as a condition to bargaining and furnishing the requested information, as described above in paragraph 40(A).

(C) The indemnification demand described above in paragraphs 41(A) and 41(B) is not a mandatory subject for the purposes of collective bargaining.

(D) In about September 2015, the exact date being presently unknown, in support of the condition described above in paragraphs 41(A) and 41(B), Respondent insisted to impasse and refused to bargain with the NNOC and refused to furnish the NNOC with requested information as described above in paragraph 40(A).

42. (A) At various times from about February 27, 2015 through November 13, 2015, Respondent Greenbrier and the NNOC met for the purposes of negotiating an initial collective bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

(B) During the period described above in paragraph 42(A), Respondent Greenbrier engaged in the following conduct: bargained with no intention of reaching an agreement, insisted upon proposals that were predictably unacceptable to the NNOC, made proposals aimed at depriving the NNOC of its representational role, displayed a

repeated unwillingness to adjust differences with the NNOC, insisted to impasse on a non-mandatory subject of bargaining over discipline related to indemnification; conditioned bargaining and furnishing requested information on the NNOC's execution of an indemnification agreement; failed to furnish the NNOC with requested relevant and necessary information; bypassed the NNOC and dealt directly with employees in the Greenbrier Unit; unilaterally changed work policies; unilaterally removed duties from employees in the Greenbrier Unit; and unilaterally changed the methods by which employees in the Greenbrier Unit obtain work hours and work assignments; and refused to bargain over discipline.

(C) By its overall conduct, including the conduct described above in paragraph 42(B), as well as in paragraphs 37 through 41, and their subparagraphs, Respondent Greenbrier has failed and refused to bargain in good faith with the NNOC as the exclusive collective bargaining representative of the Greenbrier Unit.

43. (A) Since about September 25, 2012, the NNOC and Respondent Bluefield have not reached an initial collective-bargaining agreement, and have not agreed upon an interim grievance procedure.

(B) On about March 4, 2016, the NNOC, in writing, by electronic transmission, requested that Respondent Bluefield bargain collectively about the March 2, 2016 suspension of its employee Adams, as described above in paragraph 23(C).

(C) The subject set forth above in paragraph 23(C) relates to wages, hours, and other terms and conditions of employment of the Bluefield Unit and is a mandatory subject for the purposes of collective bargaining.

(D) Since about March 8, 2016, Respondent Bluefield has failed and refused to bargain collectively with the NNOC about the subject set forth above in paragraph 23(C).

44. (A) (1) About February 9, 2015, Respondent Bluefield discharged all Certified Registered Nurse Anesthetists and subcontracted bargaining unit work in the Anesthesia Department to subcontractor, Clinical Colleagues.

(2) As a result of this conduct described above in paragraph 44(A)(1), on about February 9, 2015, Respondent Bluefield discharged its employees Candace Blankenship, Van Browning, Marla Cline, Douglas Hess, Stephanie Morrison, John Riddle IV, Kristi Shrewsbury, and Shewana Workman.

(B) About March 2015, Respondent Bluefield delayed a wage increase for all employees in the Bluefield Unit.

(C) (1) About February 2015, Respondent Bluefield changed the paid time off policy, mandatory time off policy and staffing for employees in the Bluefield Unit.

(2) As a result of the changes described above in paragraph 44(C)(1), Respondent Bluefield has, since about February 2015, required its employees to use paid time off to reduce their leave balances.

(D) The subjects set forth above in paragraphs 44(A) though 44(C) relate to wages, hours, and other terms and conditions of employment of the Bluefield Unit and are mandatory subjects for the purposes of collective bargaining.

(E) Respondent Bluefield engaged in the conduct described above in paragraphs 44(A) through 44(C) without prior notice to the NNOC and without affording the NNOC an opportunity to bargain with Respondent Bluefield with respect to this conduct and the effects of this conduct.

(F) Respondent Bluefield engaged in the conduct described above in paragraphs 44(A) though 44(C) without first bargaining with the NNOC to an overall good-faith impasse for a collective-bargaining agreement.

45. (A) Since about December 2, 2014, and again about February 19, 2015, and in about March and April 2015, the NNOC requested in writing, that Respondent Bluefield furnish the NNOC with the following information:

(1) A list of all the RNs currently employed at BRMC including their FTE status, pay rate, date of hire, unit, address, and phone number;

(2) A list of all RNs who have left BRMC in the past 12 months and their disposition (i.e., terminated, retired, resigned);

(3) A description of any and all efforts made by BRMC to recruit or retain RNs;

(4) The employee satisfaction surveys for the years 2012, 2013, 2014;

(5) Any and all contracts with staffing agencies that have provided RNs at BRMC;

(6) A copy of any and all staffing matrices that have been used in these units for the years 2012, 2013, 2014;

(7) The RN turnover rate at BRMC for the years 2012, 2013, 2014;

(8) A copy of daily assignment sheets for these units for the past 6 months through the date that they are provided to NNOC; and

(9) The number of hours that RNs have worked overtime for the past 12 months.

(B) The information requested by the NNOC, as described above in paragraph 45(A), is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Bluefield Unit.

(C) From about December 2, 2014 to about August 20, 2015, Respondent Bluefield unreasonably delayed in furnishing the NNOC with the information requested by it as described above in paragraph 45(A).

46. (A) Since about March 4, 2016, the NNOC requested in writing that Respondent Bluefield furnish the NNOC with the following information:

(1) A copy of the March 2, 2016 suspension notice that the employer issued to Mike Adams;

(2) A copy of any prior disciplinary actions in Mike Adams' employment record, should any exist;

(3) Any applicable policies relevant to Mike Adams' March 2, 2016 suspension;

(4) Copies of notes and statements made by other staff regarding Mike Adams' March 2, 2016 suspension.

(B) The information requested by the NNOC, as described above in paragraph 46(A) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective bargaining representative of the Bluefield Unit.

(C) Since about March 8, 2016, Respondent Bluefield, by Human Resources Director Laura Martin, in writing, has failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 46(A).

47. (A) Since about March 24, 2016, the NNOC requested in writing that Respondent Bluefield furnish the NNOC with the following information:

(1) The purpose and subject of the disciplinary meeting regarding Mike Adams;

(2) The date of the incident giving rise to Adams' investigatory suspension;

> (3) The policies or rules of conduct allegedly violated by Adams giving rise to the investigatory suspension and a description of the basis for the accusation.

(B) Since about March 28, 2016, the NNOC again requested in writing that Respondent Bluefield furnish the NNOC with the information described above in paragraph 47(A) and furnish the NNOC with the following information:

> … [W]hat is the nature of Mike's supposed infraction? When did this occurs [sic]? What information is the Employer relying on in its investigation?

(C) The information requested by the NNOC, as described above in paragraph 47(A) and 47(B) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective bargaining representative of the Bluefield Unit.

(D) Since about March 24, 2016, Respondent Bluefield, by Human Resources Director Laura Martin, in writing, has failed and refused to furnish to the NNOC with the information described above in paragraphs 47(A) (1) and 47(A)(2) and the portion of paragraph 47(A)(3) requesting a description of the basis for the accusation.

(E) Since about March 28, 2016, Respondent Bluefield, by Human Resources Director Laura Martin, in writing, has failed and refused to furnish to the NNOC with the information described above in paragraphs 47(A)(1) and 47(A)(2), the portion of paragraph 47(A)(3) requesting a description of the basis for the accusation and the information specifically described above in paragraph 47(B).

(F) From about March 24, 2016, to about May 20, 2016, Respondent Bluefield unreasonably delayed in furnishing the NNOC with the portion of the information described above in paragraph 47(A)(3) regarding the policy or rule its employee Mike Adams had been accused of violating.

48. (A) Since about April 5, 2016, and again about May 24, 2016, the NNOC requested in writing that Respondent Bluefield furnish the NNOC with the following information:

> (1) In reference to the Employer's question regarding misuse of patient information:
>
> > (A) The employer's written policy and any communication to employees regarding the employer's obligation to ensure patient records are secure and confidential.
> >
> > (B) Records of internal investigations regarding HIPPA at BRMC for the last six months for the six months preceding the date of this letter.
> >
> > (C) Records of those investigations that were determined to be violations of HIPPA for the six months preceding the date of this letter.
> >
> > (D) Records of those violations reported to external industry, government and regulatory bodies for the six months preceding the date of this letter.
> >
> > (E) The complete audit trail - not limited to screen shots - of the patient in question, and a list and explanation [sic] of the role of each employee who had access to, and each person who actually accessed the record.
>
> (2) In reference to the Employer's questions regarding access to patient information related to patients who are not part of an RNs assignment, to RNs' knowledge of their assignment before shift, and to the practices during the "daily huddle"…We request:
>
> > (A) The employer's written policy and any communication to employees regarding access to patient information related to patients who are not part of an RNs assignment, and to the practices during the "daily huddle: [sic]
> >
> > (B) Records of print-outs of patient census reports in all units at BRMC for the month preceding [sic] 2/27/16.
> >
> > (C) A diagram, drawn to scale, of the med surge RN station and immediately surrounding patient rooms.

(D) An explanation of the employer's procedure to ensure that confidential information [of patients] who are not assigned to a particular RN during the "daily huddle" or at the Med Surg nurses' station during the shift.

(E) The employer's assessment of the amount of time after clocking in but without direct patient care duties that RNs have to review [the] census and patient records and prepare to deliver care during their shift.

(4) [sic] In reference to the Employer's question regarding Mike Adams's knowledge of other employees accessing patient information while off shift:

(A) Records of instances when any employee has electronically accessed patient information while off shift over the last six months.

(B) The employer's written policy and any communication to regarding practice related to accessing patient information while off shift.

(5) In reference to the employer's request that, rather than asking questions at the investigatory meeting, the Union submit a written information request, we request:

(A) A list and copies of incident reports made during the two week span before and after 2/27/16.

(B) Policy and copies of any communication during the last year to employees regarding access to and correction of patient records after those patients are no longer under an RNs care during the last year, including but not limited to the "72 hour window" recently communicated to Med Surg RNs via email.

(B) The information requested by the NNOC, as described above in paragraph 48(A) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective bargaining representative of the Unit.

(C) Since about April 5, 2016, and about May 24, 2016, Respondent Bluefield, by Human Resources Director Laura Martin, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 48(A).

49. (A) About March 8, 2016, Respondent Bluefield, in writing, insisted as a condition of furnishing requested information that the NNOC execute an indemnification agreement.

(B) The condition described above in paragraph 49(A) is not a mandatory subject for purposes of collective bargaining.

(C) Since about March 8, 2016, in support of the condition described above in paragraph 49(A), Respondent Bluefield has failed and refused to furnish the NNOC with requested information as described above in paragraphs 46 through 48.

50. (A) At various times from about March 6, 2015 through November 8, 2015, Respondent Bluefield and NNOC met for the purposes of negotiating an initial collective-bargaining agreement with respect to wages, hours, and other terms and conditions of employment.

(B) During the period described above in paragraph 50(A), Respondent Bluefield engaged in the following conduct: bargained with no intention of reaching an agreement, insisted upon proposals that were predictably unacceptable to NNOC, made proposals aimed at depriving NNOC of its representational role, and displayed a repeated unwillingness to adjust differences with NNOC, insisted to impasse on a non-mandatory subject of bargaining over discipline related to indemnification; refused to bargain over discipline; conditioned bargaining and furnishing requested information on the NNOC's execution of an indemnification agreement; failed to furnish the NNOC with requested relevant

and necessary information; unreasonably delayed in furnishing the NNOC with requested relevant and necessary information; unilaterally discharged employees in the Bluefield Unit; unilaterally subcontracted bargaining unit work; unilaterally delayed a wage increase; and unilaterally changed policies on paid time off, mandatory time off and staffing for bargaining unit employees.

(C) By its overall conduct, including the conduct described above in paragraph 50(B) as well as paragraphs 43 through 49, and their subparagraphs, Respondent Bluefield has failed and refused to bargain in good faith with NNOC as the exclusive collective-bargaining representative of the Unit.

51. By the conduct described above in paragraphs 19 through 22, and their subparagraphs, 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.

52. By the conduct described in paragraph 23 and its subparagraphs, Respondent has been discriminating in regard to the hire, tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

53. By the conduct described above in paragraphs 23(C), and 29 through 50, and their subparagraphs, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

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

In view of the extensive history of repeated unfair labor practice violations found by the Board and courts to have been engaged in by Respondent CHSI, Respondent CHSPSC, Respondent Affinity, Respondent Barstow, Respondent Watsonville, Respondent Greenbrier and Respondent Bluefield as a single integrated enterprise and/or joint employers, together with the similarity of the prior violations to the unfair labor practices alleged above in paragraphs 19 through 23 and paragraphs 29 through 50, the General Counsel seeks an Order requiring Respondent CHSI, Respondent CHSPSC, Respondent Affinity, Respondent Barstow, Respondent Watsonville, Respondent Greenbrier, and Respondent Bluefield, and Respondent Quorum Health Corporation, Respondent QHCCS, as successors to Respondent CHSI, Respondent Affinity, Respondent Barstow and Respondent Watsonville to: (1) post in all its facilities any Notice to Employees that may issue in this proceeding; (2) electronically post the Notice to Employees for employees at all its facilities if the Respondents customarily use electronic means such as an electronic bulletin board, e-mail, website, or intranet to communicate with those employees; and (3) send a copy of any Board Order and Notice to Employees to all its supervisors at its Affinity, Barstow, Watsonville, Greenbrier and Bluefield facilities.

The General Counsel also seeks a broad remedial order applicable to Respondent CHSI, Respondent CHSPSC, Respondent Affinity, Respondent Barstow, Respondent Watsonville, Respondent Greenbrier and Respondent Bluefield, and Respondent Quorum Health Corporation, Respondent QHCCS, as successors to Respondent CHSI, Respondent Affinity, Respondent Barstow and Respondent Watsonville, on a corporate-wide basis, in any and all locations where they are an employer within the meaning of Section 2(2) of the Act, as part of a single integrated enterprise, as joint employers, or otherwise, to cease and desist from interfering with, restraining,

or coercing employees in the exercise of their rights guaranteed by Section 7 of the Act in the manner alleged, or in any other manner, together with any and all relief as may be just and proper to remedy the unfair labor practices alleged.

Barstow

As part of the remedy for the unfair labor practices alleged above in paragraphs 19 and 51, the General Counsel seeks an Order requiring Respondent Barstow:

(i) To rescind or revise the "Compliance Disclosure Upon Separation" policy in all of its forms and make clear that it does not bar or restrict employees' right to file charges with the National Labor Relations Board or interfere with employees' Section 7 rights.

(ii) To notify all applicants and current and former employees in the Barstow Unit who were required to sign or otherwise become bound to the "Compliance Disclosure Upon Separation" policy in any form that it has been rescinded or revised and, if revised, provide them a copy of the revised policy.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

Greenbrier

As part of the remedy for the unfair labor practices described above in paragraphs 37 through 42 and their subparagraphs and paragraph 53, the General Counsel seeks an Order requiring Respondent Greenbrier:

(i) To reimburse the NNOC for its costs and expenses incurred in collective bargaining for all negotiations during the relevant Section 10(b) period including, for example, reasonable salaries, travel expenses and per diems.

(ii) To read a notice to employees on working time in the presence of a Board agent, at meeting or meetings scheduled to ensure the widest possible attendance, by Respondent Greenbrier's chief negotiator in collective bargaining. Alternatively, the General Counsel seeks an Order requiring that Respondent Greenbrier promptly have a Board agent read the notice to employees during working time in the presence of Respondent Greenbrier's supervisors and agents identified above in paragraph 17(D).

(iii) To mail, at its own expense, the notice to all current employees in the Greenbrier Unit, as well as to all individuals Respondent Greenbrier has employed in the Greenbrier Unit since August 2012.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

Bluefield

As part of the remedy for the unfair labor practices alleged above in paragraphs 43 through 50 and their subparagraphs and paragraph 53, the General Counsel seeks an Order requiring Respondent Bluefield:

(i) To reimburse the NNOC for its costs and expenses incurred in collective bargaining for all negotiations during the relevant Section 10(b) period including, for example, reasonable salaries, travel expenses and per diems.

(ii) To read a notice to employees on working time in the presence of a Board agent, at meeting or meetings scheduled to ensure the widest possible attendance, by Respondent Bluefield's chief negotiator in collective bargaining. Alternatively, the General Counsel seeks an Order requiring that Respondent Bluefield

promptly have a Board agent read the notice to employees during working time in the presence of Respondent Bluefield's supervisors and agents identified above in paragraph 17(E).

(iii) To mail, at its own expense, the notice to all current employees in the Bluefield Unit, as well as to all individuals Respondent Bluefield has employed in the Bluefield Unit since August 2012.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

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 third consolidated complaint. The answer must be **received by this office on or before October 11, 2016, or postmarked on or before October 8, 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 through the Agency's website. To file electronically, go to www.nlrb.gov, click on **File Case Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, 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. The Board's Rules and Regulations

require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within 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, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the third consolidated complaint are true.

Dated at Cleveland, Ohio this 26th day of September 2016.

/s/ Allen Binstock

ALLEN BINSTOCK
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 8
1695 AJC FEDERAL OFFICE BLDG
1240 EAST NINTH ST
CLEVELAND, OH 44199

Attachments

Form NLRB-4338
(2-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases 08-CA-167313, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).

(2) Grounds must be set forth in ***detail***;

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

WAYNE T. SMITH, CEO
COMMUNITY HEALTH SYSTEMS, INC., SINGLE EMPLOYER
4000 MERIDIAN BOULEVARD
FRANKLIN, TN 37067

RON BIERMAN, CEO
DHSC, LLC D/B/A AFFINITY MEDICAL CENTER
875 8TH ST NE
MASSILLON, OH 44646-8503

RACHEL A. SEIFERT
COMMUNITY HEALTH SYSTEMS, INC.,
AND/OR CHSPSC, LLC (PRIOR TO JANUARY 1, 2015 KNOWN AS COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION)
4000 MERIDIAN BOULEVARD
FRANKLIN, TN 37067

BLUEFIELD HOSPITAL COMPANY, LLC D/B/A BLUEFIELD REGIONAL MEDICAL CENTER AND ITS SINGLE AND/OR JOINT EMPLOYER COMMUNITY HEALTH SYSTEMS, INC., AND/OR ITS SINGLE AND/OR JOINT EMPLOYER CHSPSC, LLC (PRIOR TO JANUARY 1, 2015 KNOWN AS COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION)
4000 MERIDIAN BLVD.
FRANKLIN, TN 37067

WILLIAM HAWLEY, CEO
BLUEFIELD HOSPITAL COMPANY, LLC D/B/A BLUEFIELD
REGIONAL MEDICAL CENTER
500 CHERRY STREET
BLUEFIELD, WV 24701-3306

ROBERT M. CALHOUN, CEO
ROB FOLLOWELL, CEO
GREENBRIER VMC, LLC, D/B/A GREENBRIER VALLEY MEDICAL CENTER
202 MAPLEWOOD AVENUE
RONCEVERTE, WV 24970-1334

SEAN FOWLER, CEO
HOSPITAL OF BARSTOW, INC., D/B/A BARSTOW COMMUNITY HOSPITAL
820 E MOUNTAIN VIEW ST
BARSTOW, CA 92311-3004

THOMAS D. MILLER
CHIEF EXECUTIVE OFFICER
QUORUM HEALTH CORPORATION
1573 MALLORY LANE, SUITE 100
BRENTWOOD, TN 37027

HAL MCCARD
REGISTERED AGENT
QHCCS, LLC
1573 MALLORY LANE, SUITE 100
BRENTWOOD, TN 37027

C.E. (MICKEY) BILBREY
PRESIDENT & CEO
QUORUM HEALTH RESOURCES, LLC
105 CONTINENTAL PLACE
BRENTWOOD, TN 37027

AGENT OF SERVICE
QHCCS, LLC
C/O CORPORATION SERVICE COMPANY
2711 CENTERVILLE ROAD, SUITE 400
WILMINGTON, DE 19808

CLINICAL COLLEAGUES, INC.
ATTENTION: PRESIDENT PAUL GERDES
1121 N BETHLEHEM PIKE
SUITE 60-234
SPRING HOUSE, PA 19477

JERI GILBERT, DIRECTOR OF HR
WATSONVILLE COMMUNITY HOSPITAL
75 NEILSON ST
WATSONVILLE, CA 95076-2468

AUDRA EARLE, CEO
WATSONVILLE COMMUNITY HOSPITAL
75 NIELSON ST.
WATSONVILLE, CA 95076

CERTIFIED MAIL

ROY HONG, ASSISTANT DIRECTOR, ORGANIZING
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225 W BROADWAY STE 500
GLENDALE, CA 91204-1331

MICHELLE MAHON, LABOR REPRESENTATIVE
NATIONAL NURSES ORGANIZING COMMITTEE
155 GRAND AVENUE
OAKLAND, CA 94612-2908

NATIONAL NURSES ORGANIZING COMMITTEE
CALIFORNIA NURSES ASSOCIATION/NATIONAL NURSES UNITED
ATTENTION: VANESSA SYLVESTER
155 GRAND AVENUE
OAKLAND, CA 94612

JAMES MOY, LABOR REPRESENTATIVE
CNA/NNOC
225 WEST BROADWAY, SUITE 500
GLENDALE, CA 91204

BRANT HORACEK, NNOC LABOR REPRESENTATIVE
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OAKLAND, CA 94612

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NATIONAL NURSES ORGANIZING COMMITTEE (NNOC)
155 GRAND AVENUE
OAKLAND, CA 94612

SUE FENDLEY, CNA LABOR REPRESENTATIVE
CALIFORNIA NURSES ASSOCIATION (CNA)
155 GRAND AVENUE
OAKLAND, CA 94612

JASON CAPELL, UNION REPRESENTATIVE
SEIU, UNITED HEALTHCARE WORKERS – WEST
5480 FERGUSON DR.
LOS ANGELES, CA 90022

REGULAR MAIL

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GLASTONBURY, CT 06033

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OAKLAND, CA 94612

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NASHVILLE, TN 37203-2301

WILLIAM M. OUTHIER
RILEY WARNOCK & JACOBSON, PLC
1906 WEST END AVENUE
NASHVILLE, TN 37203-2309

JOHN R. JACOBSON, ESQ.
RILEY WARNOCK & JACOBSON, PLC
1906 WEST END AVE
NASHVILLE, TN 37203-2301

ROBERT D. HUDSON, ESQ.
FROST BROWN TODD LLC
7310 TURFWAY RD STE 210
FLORENCE, KY 41042-1374

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WEINBERG ROGER & ROSENFELD
800 WILSHIRE BLVD, STE 1320
LOS ANGELES, CA 90017-2623

JAMES P. ROBINSON, ESQ
ROBINSON & ASSOCIATES, PLLC
700 N. SAINT MARYS ST STE 400
SAN ANTONIA, TX 78205-3505

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative**. If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link:
www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.
Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.
-

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence**: At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits: Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts**: An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief**: Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision**: The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
SOUTHERN DIVISION
AT PIKEVILLE

PAINTSVILLE HOSPITAL COMPANY, LLC D/B/A PAUL B. HALL REGIONAL MEDICAL CENTER,	)	Civil Action No.
Plaintiff,	)	
v.	)	
NATIONAL LABOR RELATIONS BOARD	)	
And	)	
PHILIP MISCIMARRA, in his official capacity as Chairman of the National Labor Relations Board,	)	
Defendants.	)	

DEBORAH TRIMBLE AFFIDAVIT

1. I am over eighteen years of age and make this affidavit based upon my own personal knowledge.

2. I am the Chief Executive Officer for Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center ("Paul B. Hall"). I have served in that capacity for more than twenty years. Paul B. Hall is a corporation which owns and operates an acute care hospital which provides care for patients in the Paintsville, Kentucky area community. We provide wound healing, cardiac care, diagnostic imaging, emergency, gastrointestinal/endoscopy, pulmonary and respiratory health, sleep disorder, surgical, and women's health services. Our staff and executive leadership in Paintsville, Kentucky, which includes approximately 210 individuals, carry out the care giving and other operations of Paul B. Hall. As the CEO, I have responsibility for these operations.

3. On or about April 29, 2016, Quorum Health Corporation ("QHC"), based in Brentwood, Tennessee, acquired 38 hospitals from Community Health Systems, Inc ("CHSI"), including Paul B. Hall. Quorum Health Corporation ("QHC") is now an indirect owner of the Paul B. Hall hospital entity. QHC is a publicly traded stock holding company. Paul B. Hall has a stable relationship with a union which represents our employees. We have no history of unfair labor practices and, to the best of my knowledge, we have never been found to have violated the National Labor Relations Act ("Act"). Paul B. Hall is also owned, in part, by physicians.

4. In the National Labor Relations Board case 08-CA-167313 et al, three of the Respondent Hospitals, DHSC, LLC, d/b/a Affinity Medical Center ("Affinity"), located in Ohio; Hospital of Barstow, Inc., d/b/a Barstow Community Hospital ("Barstow"), located in California; and Watsonville Hospital Corporation, d/b/a Watsonville Community Hospital ("Watsonville"), also located in California; are corporations directly or indirectly owned by QHC. The Complaint also names QHCCS, LLC ("QHCCS"). QHCCS, a QHC affiliate, provides assistance, including contracted consulting, to entities owned by QHC and to other healthcare-related entities, including Paul B. Hall.

5. Paul B. Hall has not been named as a Respondent in the Complaint. It has not been served with the Complaint and has not filed an Answer. There is no allegation that Paul B. Hall has engaged in wrongdoing. There is no allegation that QHC or QHCCS, LLC have engaged in wrongdoing. And yet the Complaint seeks a "broad remedial order applicable to…Respondent Quorum Health Corporation, Respondent QHCCS, as successors to Respondent CHSI…, on a corporate-wide basis, in any and all locations where they are an employer within the meaning of Section 2(2) of the Act, as part of a single integrated enterprise, as joint employers, or otherwise, to cease and desist from" violating the Act. (Page 54-55 of the Complaint). Paul B. Hall is among

the hospital entities which could, by virtue of affiliations with QHC and QHCCS, be part of this "corporate-wide basis" remedy sought in the Complaint, though we have not been named as a party.

6. I understand that an unfair labor practice trial will commence on the Complaint on March 27, 2017. If the hearing proceeds, Paul B. Hall and the other unnamed entities will not be there to protect themselves, their property, or their operations. A record will be formed. It is unfair to allow a hearing to take place where Paul B. Hall's reputation and business opportunities are at stake, but it can't defend itself or appeal the ruling. Paul B. Hall seeks immediate protection.

Deborah L. Trimble, CEO
Affiant (Printed Name)

Deborah L. Trimble, CEO
Affiant (Signature)

Date: 3-22-2017

COMMONWEALTH OF KENTUCKY)
) ss:
COUNTY OF Fayette)

Sworn to and subscribed before me this 22nd day of March 2017.

Diana L. Parkes, NOTARY ID 501149
NOTARY PUBLIC
My Commission Expires: November 20, 2017

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center

(b) County of Residence of First Listed Plaintiff Johnson County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Robert D. Hudson, Michael E. Nitardy
Frost Brown Todd LLC; 7310 Turfway Road, Suite 210
Florence, KY 41042; 859-817-5900

DEFENDANTS

National Labor Relations Board and Phillip Miscimarra, Chairman

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ❒ 3 Federal Question *(U.S. Government Not a Party)*
- ☒ 2 U.S. Government Defendant
- ❒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	❒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	❒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

CIVIL RIGHTS
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

LABOR
- ❒ 710 Fair Labor Standards Act
- ☒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 840 Trademark

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ❒ 2 Removed from State Court
- ❒ 3 Remanded from Appellate Court
- ❒ 4 Reinstated or Reopened
- ❒ 5 Transferred from Another District *(specify)*
- ❒ 6 Multidistrict Litigation - Transfer
- ❒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 2201

Brief description of cause:
Action for a declaratory judgment and injunctive relief.

VII. REQUESTED IN COMPLAINT:

❒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ❒ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
03/22/2017

SIGNATURE OF ATTORNEY OF RECORD
/s/ Robert D. Hudson

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center *Plaintiff(s)* v. National Labor Relations Board and Philip A. Miscimarra, Chairman *Defendant(s)*	))))))))))))	Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* National Labor Relations Board
c/o Philip A. Miscimarra, Chairman
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Robert D. Hudson; Michael E. Nitardy
Frost Brown Todd LLC
7310 Turfway Road, Suite 210
Florence, KY 41042

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center *Plaintiff(s)* v. National Labor Relations Board and Philip A. Miscimarra, Chairman *Defendant(s)*	))))))))))))	Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Philip A. Miscimarra, Chairman
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Robert D. Hudson; Michael E. Nitardy
Frost Brown Todd LLC
7310 Turfway Road, Suite 210
Florence, KY 41042

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

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I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center *Plaintiff(s)* v. National Labor Relations Board and Philip A. Miscimarra, Chairman *Defendant(s)*	))))))))))))	Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* National Labor Relations Board
c/o Carlton S. Shier, IV
U.S. Attorney, Eastern District of KY
260 W. Vine Street, Suite 300
Lexington, KY 40507-1612

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Robert D. Hudson; Michael E. Nitardy
Frost Brown Todd LLC
7310 Turfway Road, Suite 210
Florence, KY 41042

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center *Plaintiff(s)* v. National Labor Relations Board and Philip A. Miscimarra, Chairman *Defendant(s)*	))))))))))))	Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* National Labor Relations Board
c/o Jeff Sessions, Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Robert D. Hudson; Michael E. Nitardy
Frost Brown Todd LLC
7310 Turfway Road, Suite 210
Florence, KY 41042

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

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Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Kentucky

Paintsville Hospital Company, LLC d/b/a Paul B. Hall Regional Medical Center *Plaintiff(s)* v. National Labor Relations Board and Philip A. Miscimarra, Chairman *Defendant(s)*	))))))))))))	Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* National Labor Relations Board
c/o Office of the U.S. Attorney
Eastern District of Kentucky
ATTN: CIVIL PROCESS CLERK
260 W. Vine Street, Suite 300
Lexington, KY 40507-1612

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Robert D. Hudson; Michael E. Nitardy
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7310 Turfway Road, Suite 210
Florence, KY 41042

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

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Date: _____

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Server's signature

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Printed name and title

_____
Server's address

Additional information regarding attempted service, etc: