UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 08

INVERTED HEALTHCARE STAFFING, LLC
D/B/A UNITEDMEDSOURCE
and Case 08-CA-174289

TAMARA SZABO-SCHMID, AN INDIVIDUAL

MOTION TO TRANSFER TO THE BOARD AND MOTION FOR DEFAULT JUDGMENT BASED ON BREACH OF THE AFFIRMATIVE PROVISIONS OF THE SETTLEMENT AGREEMENT

Pursuant to Sections 102.24 and 102.50 of the Rules and Regulations of the National Labor Relations Board (Board's Rules), as amended, Counsel for the General Counsel respectfully moves to transfer this case to the National Labor Relations Board (the Board) and based on the facts set forth below and the attached documents, moves for default judgment requesting the Board to issue a Decision and Order, without the necessity of an evidentiary hearing, containing findings of fact and conclusions of law on the allegations of the Complaint Based on Breach of the Affirmative Provisions of the Settlement Agreement in Case 08-CA-174829, and order Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource (Respondent) to fully remedy the unfair labor practices found, and grant such other relief as may be proper under the circumstances.

In support of this Motion, the General Counsel states as follows:

1. On April 18, 2016, Tamara Szabo-Schmid (Charging Party), filed the charge in this proceeding, alleging that Respondent engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 29 U.S.C. §151 *et seq*. (the Act). On July 26, 2016, the Charging Party filed the first amended charge in this

proceeding. On July 29, 2016, the Charging Party filed the second amended charge in this proceeding. Copies of the charge, the first amended charge, second amended charge are attached as Exhibits 1, 2 and 3.

2. Based on the charge and amended charges, as described above in paragraph 1, on August 30, 2016, the Regional Director for Region 8 (Regional Director), pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules, issued a Complaint and Notice of Hearing (Complaint) in this proceeding against the Respondent alleging that it violated the Act by engaging in unfair labor practices. A copy of the Complaint is attached and marked as Exhibit 4.

3. On September 12, 2016, Respondent filed its Answer to the Complaint. A copy of the Answer is attached and marked as Exhibit 5. Based on the Respondent's non-compliance with the Settlement Agreement as described below in paragraph 4, Respondent's Answer is considered withdrawn.

4. On October 28, 2016, the Regional Director approved a bilateral informal Settlement Agreement (Settlement Agreement) as a resolution to the allegations in the Complaint. A copy of the Settlement Agreement is attached and marked as Exhibit 6. The Settlement Agreement contains a provision entitled "Performance," requiring immediate compliance with the Settlement Agreement's terms and addresses the event of Respondent's non-compliance with the terms of the Settlement Agreement. In the Settlement Agreement, Respondent is referred to as "the Charged Party":

> Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.
>
> The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from

> the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint previously issued on August 30, 2016 in the instant case. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and its Answer to such Complaint will be considered withdrawn. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

5. (A) On November 2, 2016, the Compliance Officer for Region 8 (Compliance Officer), on behalf of the General Counsel, sent a compliance package to Respondent's counsel, by regular mail, containing copies of the Notice to Employees, a Certification of Compliance form to be completed by an official of Respondent and returned to Region 8, and a detailed letter of Respondent's obligations under the Settlement Agreement. A copy of the November 2, 2016 letter is attached as Exhibit 7.

(B) On November 7, 2016, Respondent's counsel notified the Compliance Officer, by electronic mail, to contact Respondent's official Erick LaGroux directly concerning Respondent's obligations under the Settlement Agreement. A copy of the November 7, 2017 electronic mail is attached as Exhibit 8.

(C) On November 10, 2016, the Compliance Officer sent a duplicate compliance package to Respondent's official Erick LaGroux, by regular mail, containing copies of the Notice to Employees, a Certification of Compliance form to be completed by an official of Respondent and returned to Region 8, and a detailed letter of Respondent's obligations under the Settlement Agreement. A copy of the November 10, 2016 letter is attached as Exhibit 9.

(D) On December 13, 2016, the Compliance Officer sent a letter to Respondent, by regular mail, reminding Respondent of the steps necessary to ensure compliance with its obligations under the Settlement Agreement and notifying Respondent that, to date, it had failed to comply with the terms of the Settlement Agreement. A copy of the December 13, 2016 letter is attached as Exhibit 10.

(E) On January 19, 2017, the Acting Regional Director sent a letter to Respondent and to Respondent's counsel, by regular mail, notifying Respondent that non-compliance with its obligations contained in the Settlement Agreement would result in the Region re-issuing the complaint in light of the breach of the Settlement Agreement and the filing of a motion for default judgment with the Board. A copy of the January 19, 2017 letter is attached and marked as Exhibit 11.

6. Respondent failed to respond to the correspondence referred to above in paragraph 5(A) and 5(C) through 5(E), nor has it complied with any of the terms of the Settlement Agreement.

7. On April 21, 2017, the General Counsel, by the Regional Director, issued a Complaint Based on Breach of Affirmative Provisions of Settlement Agreement (Re-issued Complaint) based on the allegations set forth in the charge referred to above in paragraph 1 and pursuant to the "Performance" provision of the Settlement Agreement, referred to above in paragraph 4. The Re-issued Complaint is attached and marked as Exhibit 12.

8. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Re-issued Complaint. The Settlement Agreement unequivocally sets forth that the only issue Respondent may raise in response to an Order to Show Cause that the Board may subsequently issue upon receipt of the instant motion is whether Respondent has defaulted on the terms of the Settlement Agreement. The Board has explicitly approved of, and enforced such provisions.

See, *Insulation Maintenance & Contracting, LLC*, 357 NLRB No. 50 (August 11, 2011); *Chicago Parking Company*, 356 NLRB No. 72 (January 11, 2011). Respondent has had ample time to comply with the terms of the Settlement Agreement yet has failed to do so.

9. In view of the foregoing, the General Counsel respectfully moves that the Board:

(A) Find that Respondent's Answer to the Complaint be considered withdrawn pursuant to the terms of the Settlement Agreement; that Respondent has waived its right to file an Answer to the Re-issued Complaint under the terms of the Settlement Agreement; that all allegations of the Re-issued Complaint be deemed to be true; and that no hearing is necessary;

(B) Find that Respondent violated Section 8(a)(1) of the Act, as alleged in the Re-issued Complaint; and,

(C) Issue a Decision and Order against Respondent containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Re-issued Complaint, and provide a full remedy for each and every unfair labor practice violation.

Dated at Cleveland, Ohio this 24th day of April, 2017.

Respectfully submitted

/s/ Michael Lewis _____

Michael Lewis
Counsel for the General Counsel
National Labor Relations Board, Region 08
1240 E. 9th St.
Room 1695
Cleveland, OH 44199

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Motion to Transfer Case and Continue Proceedings before the Board and Motion for Default Judgment based on breach of the Affirmative Provisions of the Settlement Agreements was electronically filed with the Executive Secretary of the National Labor Relations Board on April 24, 2017.

The foregoing Motion was also sent via regular and where known, by electronic mail, on April 24, 2017 to:

ERIC LAGROUX
INVERTED HEALTHCARE STAFFING, LLC d/b/a UNITEDMEDSOURCE
6414 MARKET ST
YOUNGSTOWN, OH 44512-3434

TAMARA SZABO-SCHMID
8564 SEMINARY LN
CHESTERLAND, OH 44026-2651
Tami3g@gmail.com

ERIC A. HOFFMAN, ESQ.
DINN, HOCHMAN & POTTER
5910 LANDERBROOK DR, STE 200
MAYFIELD HTS., OH 44124-6500
ehoffman@dhplaw.com

BRAD LEVINE, ESQ.
VOUDRIS LAW LLC
8401 CHAGRIN RD, STE 8
CHAGRIN FALLS, OH 44023
blevine@vouidrislaw.com

/s/ Michael Lewis _____
Michael Lewis
Counsel for the General Counsel
National Labor Relations Board, Region 08
1240 E. 9th St.
Room 1695
Cleveland, OH 44199

Exhibit 1

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
8-CA-174289	4/18/16

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource		b. Tel. No. (330)212-5521 c. Cell No.
d. Address (street, city, state ZIP code) 6414 Market St., Youngstown, OH 44512-3434	e. Employer Representative Eric LaGroux	f. Fax No. g. e-Mail h. Dispute Location (City and State) Youngstown, OH
i. Type of Establishment (factory, nursing home, hotel) Medical Staffing	j. Principal Product or Service Healthcare	k. Number of workers at dispute location 20

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

On or about November 2, 2015, the above-named Employer terminated Tamara Szabo-Schmid because of her protected concerted activities.

By the acts set forth in the paragraph above and by other acts and conduct, the above-named Employer, by its officers, agents, and representatives has interfered with, restrained, and coerced and is interfering with, restraining, and coercing its employees in the exercise of their rigfhts guaranteed in Section 7 of the said Act.

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*) Tamara Szabo-Schmid	
4a. Address (street and number, city, state, and ZIP code) 8564 Seminary Ln, Chesterland, OH 44026-2651	4b. Tel. No. (440)364-3803 4c. Cell No. 4d. Fax No. 4e. e-Mail tami3g@gmail.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel. No. (440)543-0670
By: (signature of representative or person making charge) Brad Levine, Esq. Print Name and Title	Office, if any, Cell No.
Address: 8401 Chagrin Road, Suite 8, Chagrin Falls, OH 44021-4702 Date: 4/15/16	Fax No. 440-543-0721 e-Mail blevine@voudrislaw.com

RECEIVED APR 18 2016 NLRB REGION 8 CLEVELAND, OH

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit 2

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA

NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
08-CA-174289	7-26-16

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource		b. Tel. No. (330) 212-5521 c. Cell No.
d. Address (street, city, state ZIP code) 6414 Market St, Youngstown, OH 44512-3434	e. Employer Representative Eric LaGroux	f. Fax No. g. e-Mail h. Dispute Location (City and State) Youngstown, OH
i. Type of Establishment (factory, nursing home, hotel) Medical Staffing	j. Principal Product or Service Healthcare	k. Number of workers at dispute location 20

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)
On or about November 2, 2015, the above-named Employer terminated Tamara Szabo-Schmid because of her protected concerted activities.

Within the past six months, the Employer has maintained an Inverted Healthcare Staffing Employee Handbook (Revised 9/07), containing the following work rules, which restrict employees' Section 7 rights:

Employee Code of Conduct and Work Rules
Personal Conduct
-You may not exhibit inappropriate or unacceptable conduct.
-You may not engage in unlawful activity of any kind while on assignment.
-You may not engage in fights, horseplay or any form of boisterous or disorderly conduct while on assignment.
Attention to Duty
-You may not loiter, or attend to personal business while on assignment.
Honesty and Confidentiality
-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc.

RECEIVED JUL 26 2016 NLRB REGION 8 CLEVELAND, OH

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)
Tamara Szabo-Schmid

4a. Address (street and number, city, state, and ZIP code) 8564 Seminary Ln, Chesterland, OH 44026-2651	4b. Tel. No. (440)364-3803 4c. Cell No. 4d. Fax No. 4e. e-Mail tami3g@gmail.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

RECEIVED

6. DECLARATION **I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.**		Tel. No. (440)543-0670
By: Brad Levine	Brad Levine, Esq.	Office, if any, Cell No.
(signature of representative or person making charge)	Print Name and Title	Fax No. 440-543-0721
Address: 8401 Chagrin Road, Suite 8, Chagrin Falls, OH 44021-4702	Date: 7/21/16	e-Mail blevine@voudrislaw.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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RECEIVED
JUL 26 2016
NLRB REGION 8
CLEVELAND, OH

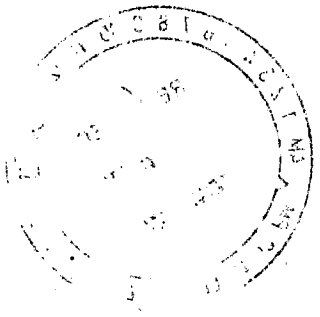

Exhibit 3

Form NLRB - 501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

SECOND AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
08-CA-174289	7/29/16

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource		b. Tel. No. (330) 212-5521 c. Cell No.
d. Address (street, city, state ZIP code) 6414 Market St, Youngstown, OH 44512-3434	e. Employer Representative Eric LaGroux	f. Fax No. g. e-Mail h. Dispute Location (City and State) Youngstown, OH
i. Type of Establishment (factory, nursing home, hotel) Medical Staffing	j. Principal Product or Service Healthcare	k. Number of workers at dispute location 20

l. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

On or about November 2, 2015, the above-named Employer terminated Tamara Szabo-Schmid because of her protected concerted activities.

Within the past six months, the Employer has maintained an Inverted Healthcare Staffing Employee Handbook (Revised 9/07), containing the following work rules, which restrict employees' Section 7 rights:

Employee Code of Conduct and Work Rules

Personal Conduct

-You may not exhibit inappropriate or unacceptable conduct.

-You may not engage in fights, horseplay or any form of boisterous or disorderly conduct while on assignment.

Attention to Duty

-You may not loiter, or attend to personal business while on assignment.

Honesty and Confidentiality

-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc.

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*)
Tamara Szabo-Schmid

4a. Address (street and number, city, state, and ZIP code) 8564 Seminary Ln, Chesterland, OH 44026-2651	4b. Tel. No. (440)364-3803 4c. Cell No. 4d. Fax No. 4e. e-Mail tami3g@gmail.com

RECEIVED JUL 29 2016 NLRB REGION 8 CLEVELAND, OH

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

6. DECLARATION **I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.**	Tel. No. (440)543-0670
By: Brad Levine (signature of representative or person making charge) — Brad Levine, Esq. Print Name and Title	Office, if any, Cell No.
Address: 8401 Chagrin Road, Suite 8, Chagrin Falls, OH 44021-4702 — Date: 7/29/16	Fax No. 440-543-0721 e-Mail blevine@voudrislaw.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit 4

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 8

INVERTED HEALTHCARE STAFFING, LLC **D/B/A UNITED MEDSOURCE**	
and	**CASE 08-CA-174289**
TAMARA SZABO-SCHMID, AN INDIVIDUAL	

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Tamara Szabo-Schmid, an Individual (Charging Party). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource (Respondent) has violated the Act as described below.

1. (A) The charge in this proceeding was filed by the Charging Party on April 18, 2016, and a copy was served on Respondent by U.S. mail on April 19, 2016.

(B) The first amended charge in this proceeding was filed by the Charging Party on July 26, 2016, and a copy was served on Respondent by U.S. mail on July 27, 2016.

(C) The second amended charge in this proceeding was filed by the Charging Party on July 29, 2016, and a copy was served on Respondent by U.S. mail on July 29, 2016.

2. At all material times, Respondent has been an Ohio limited liability company with an office and place of business in Youngstown, OH, Respondent's facility, and has been engaged in providing temporary employee staffing services to various hospitals in Ohio.

3. (A) During the 12-month period ending December 31, 2015, Respondent provided services valued in excess of $50,000 for health care institutions located within the State of Ohio, including University Hospitals Health System, Inc., and The Cleveland Clinic Foundation, enterprises directly engaged in interstate commerce.

(B) During the 12-month period ending December 31, 2015, Respondent derived gross revenues in excess of $1,000,000.

(C) During the time period described above in paragraph 3(B), Respondent purchased and received at its Youngstown, Ohio facility products, goods and materials valued in excess of $5,000 directly from points outside the State of Ohio.

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

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

Erick LaGroux	Chief Executive Officer
Jessica LaGroux	Officer
M. Constance Augustine-Thompson	Chief Financial Officer

6. At all relevant times until approximately mid-May 2016, Respondent maintained the following policies and/or work rules as they appeared in Respondent's Employee Handbook, revised September 2007:

(A) <u>Personal Conduct</u>

-You may not exhibit inappropriate or unacceptable conduct
-You may not engage in fights, horseplay, or any form of boisterous or disorderly conduct while on assignment

(B) Attention to Duty

-You may not loiter or attend to personal business while on assignment

(C) Honestly and Confidentiality

-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc.

7. (A) About November 2, 2016, Respondent's employee Tamara Szabo-Schmid engaged in concerted activities with other employees for the purposes of mutual aid and protection, by engaging in discussions related to job security and/or by sending an e-mail to her colleagues and management in which Tamara Szabo-Schmid raised concerns about job security.

(B) About November 2, 2016, Respondent terminated the employment of Tamara Szabo-Schmid.

(C) Respondent engaged in the conduct described above in paragraph 7(B) because Tamara Szabo-Schmid engaged in the conduct described above in paragraph 7(A), and to discourage employees from engaging in these or other concerted activities.

8. By the conduct described above in paragraphs 6 and 7, 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.

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

In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring that Tamara Szabo-Schmid be made whole, including, but not limited to, payment for consequential economic harm she incurred as a result of the Respondent's unlawful conduct. 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 complaint. The answer must be **received by this office on or before September 13, 2016, or postmarked on or before September 12, 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 **E-File 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 complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 14th day of November 2016, at 1:00 p.m., in a hearing room of the National Labor Relations Board, 1695 AJC Federal Office Building, 1240 East Ninth Street, Cleveland, Ohio, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Cleveland, Ohio this 30th day of August 2016.

/s/ Allen Binstock

ALLEN BINSTOCK
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 08
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Case 08-CA-174289

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.

ERIC LAGROUX
INVERTED HEALTHCARE STAFFING,
LLC d/b/a UNITEDMEDSOURCE
6414 MARKET ST
YOUNGSTOWN, OH 44512-3434

ERIC A. HOFFMAN, ESQ.
DINN, HOCHMAN & POTTER
5910 LANDERBROOK DR, STE 200
MAYFIELD HTS., OH 44124-6500

TAMARA SZABO-SCHMID
8564 SEMINARY LN
CHESTERLAND, OH 44026-2651

BRAD LEVINE, ESQ.
VOUDRIS LAW LLC
8401 CHAGRIN RD, STE 8
CHAGRIN FALLS, OH 44023

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.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 8

INVERTED HEALTHCARE STAFFING, LLC
D/B/A UNITED MEDSOURCE

and **CASE 08-CA-174289**

TAMARA SZABO-SCHMID, AN INDIVIDUAL

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **August 30, 2016**, I served the above-entitled document(s) by **certified or regular mail,** as noted below, upon the following persons, addressed to them at the following addresses:

ERIC LAGROUX INVERTED HEALTHCARE STAFFING, LLC d/b/a UNITEDMEDSOURCE 6414 MARKET ST YOUNGSTOWN, OH 44512-3434	**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**
TAMARA SZABO-SCHMID 8564 SEMINARY LN CHESTERLAND, OH 44026-2651	**CERTIFIED MAIL**
ERIC A. HOFFMAN, ESQ. DINN, HOCHMAN & POTTER 5910 LANDERBROOK DR, STE 200 MAYFIELD HTS., OH 44124-6500	**REGULAR MAIL**
BRAD LEVINE, ESQ. VOUDRIS LAW LLC 8401 CHAGRIN RD, STE 8 CHAGRIN FALLS, OH 44023	**REGULAR MAIL**

August 30, 2016
Date

Sharon Zilinskas
Designated Agent of NLRB
Name
/s/ Sharon Zilinskas
Signature

Exhibit 5

UnitedMedSources Answer to CASE 08-CA-174289

UnitedMedSource choses to challenge the complaint on the grounds of the following:

1. UnitedMedSource is a “Temporary Travel Nurse Staffing Agency” meaning that employment is based on the clients needs and usually never more than 13 weeks and when said assignment is complete, there are ZERO guarantees of continued employment.
2. UnitedMedSource is NOT obligated to maintain employment of ANY contract employee past agreed upon contract assignment.
3. The plaintiff completed ALL contracts that she agreed to.
4. The plaintiff was never terminated or fired, again she completed all contracts.
5. We again are a “Temporary Staffing Agency”

Exhibit 6

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Inverted Healthcare Staffing, LLC d/b/a United MedSource **Case 08-CA-174289**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them around its 6414 Market Street, Youngstown, Ohio location, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

BACKPAY – Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to her of the amount opposite her name. The Charged Party will make appropriate withholdings. No withholdings should be made from the interest and excess tax portions of the backpay.

Tamara Szabo-Schmid	Backpay: $4,413.60
	Interest: $72.80
	Excess Tax: $10.40
	TOTAL: $4,496.80

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act. By approving this Agreement, the Regional Director withdraws any Complaint and Notice of Hearing previously issued in the above case, and the Charged Party withdraws any answer filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ Initials No _____ Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint previously issued on August 30, 2016 in the instant case. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and its Answer to such Complaint will be considered withdrawn. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource**		**Charging Party** **Tamara Szabo-Schmid**	
By: Name and Title CEO Erick Le Greux	Date 10/11/16	By: Name and Title Tamara Szabo-Schmid	Date 10/19/16
Recommended By: Michael Lewis Field Attorney	Date 10/21/16	Approved By: /s/ Allen Binstock Allen Binstock Regional Director, Region 8	Date 10-28-16

(To be printed and posted on official Board notice form) SP 10/1/16

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

YOU HAVE THE RIGHT to discuss wages and other terms and conditions of employment with other employees and to freely bring wage, benefit, and working condition issues and complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of those rights.

WE WILL NOT discharge or otherwise discriminate against you because you engage in protected concerted activities or bring complaints to us on behalf of yourself and other employees, including concerns about working for other employers.

WE WILL NOT maintain the following overly broad work rules in our Employee Handbook:

Personal Conduct

-You may not exhibit inappropriate or unacceptable conduct
-You may not engage in fights, horseplay, or any form of boisterous or disorderly conduct while on assignment

Attention to Duty

-You may not loiter or attend to personal business while on assignment

Honestly and Confidentiality

-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc.

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

WE WILL make Tamara Szabo-Schmid whole for any loss of earnings and other benefits resulting from her discharge, less any interim earnings, plus interest and excess taxes. Tamara Szabo-Schmid has waived her right to full reinstatement to her former job.

WE WILL remove from our files all references to the discharge of Szabo-Schmid and **WE WILL** notify her and the NLRB, in writing, that this has been done and that the discharge will not be used against her in any way.

WE HAVE rescinded the rules described above and WE HAVE notified our employees that the rules have been rescinded.

Inverted Healthcare Staffing, LLC d/b/a
UnitedMedSource
(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

Telephone:
Hours of Operation:

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Rev: 3/16

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource 6414 Market St, Youngstown, OH 44512-3434					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				2016
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE

*Exclude amounts specifically designated as damages, penalties, etc.

**Exclude the amount of backpay, if any, included in that amount.

***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name) (Date)

Contact Person (for questions or additional information):

(Name of Contact) (Contact Telephone Number)

Send Form to: National Labor Relations Board
Attn: Allen Binstock, Regional Director
1240 E 9th St., Room 1695
Cleveland, OH 44199

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

Exhibit 7

Agent's Direct Dial: (216)522-7962

November 2, 2016

Eric A. Hoffman, ESQ.
Dinn, Hochman & Potter
5910 Landerbrook Dr Ste 200
Mayfield Heights, OH 44124-6500

Re: Inverted Healthcare Staffing, LLC d/b/a
United MedSource
Case 08-CA-174289

Dear Mr. Hoffman:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on October 28, 2016. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 10 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. Each Notice consists of two 8 ½" by 14" panels which are labeled "Panel 1 of 2" and "Panel 2 of 2"at the bottom. The two panels should be treated as one 17" by 14" document, with the panel labeled "Panel 1 of 2" posted first on the left, "Panel 2 of 2" on the right.. The Notices should be immediately posted around the Employer's 6414 Market Street, Youngstown, Ohio location, including all places where the Employer normally posts notices to employees, for 60 consecutive days. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Certification of Compliance: Certification of Compliance for is also enclosed. Certification of Compliance should be completed and returned by not later than **Wednesday, November 16, 2016 with one signed and dated original Notices.** If the Certification of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certification of Compliance or Notice are required.

Remedial Actions:

Backpay: As provided in the Agreement, the Employer will make whole the employee named below by payment to them in the amount set opposite their name:

Name	Backpay	Interest	Excess Taxes
Tamara Szabo-Schmid	$4,413.60	$72.80	$10.40

The backpay check should be made payable to the named individual, less deductions for Social Security and withholding taxes, and should be submitted to this office, for transmission to her, by **Thursday, November 10, 2016**. Backpay should be treated as wages in the year paid. (See IRS Publication 15-A for more information.) The backpay check should be accompanied by explanatory statement reflecting the amount of the deductions. In lieu of a current W-4 form concerning Federal Income Tax Withholding, the Employer should consult IRS Publication 15 for guidance.

Separate checks should be prepared for the interest and excess tax amounts owed to Ms. Szabo-Schmid and should be submitted to this office, for transmission to her, by **Thursday, November 10, 2016**. No deductions should be made from the interest and excess tax amounts.

The Respondent will also file a report with the Regional Director allocating the payment(s) to the appropriate time periods. A Report of Backpay Paid Under the National Labor Relations Act is enclosed for your convenience.

***Expungement of Records*:** The Agreement further provides that the Employer will expunge from its records all references to discharge of Tamara Szabo-Schmid and notify her in writing that this has been done and that her discharge will not be used against her in any way. The Employer should provide this office with a copy of the letter notifying Ms. Szabo-Schmid of the expungement.

Other Remedies:

The Agreement also provides that the Employer has complied with the following:

1. Rescinded the following rules:

Personal Conduct:
-You nay not exhibit inappropriate or unacceptable conduct
-You may not engage in fights; horseplay, or any form of boisterous or disorderly conduct while on assignment

Attention to Duty:
-Yon may not loiter or attend to personal business while on assignment

Honestly and confidentiality:
-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc:

2. Notified employees that the above employer rules have been rescinded.

Therefore, please provide the Region with documentation reflecting that the above employer rules were rescinded and that the employees were notified that the above employer rules have been rescinded.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

/s/Megan Orazio Sobczak
MEGAN ORAZIO SOBCZAK
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Compliance
Report of Backpay Paid Under the National Labor Relations Act

cc: Brad Levine, Esq.
Voudris Law LLC
8401 Chagrin Road, Suite 8
Chagrin Falls, OH 44023

Rev: 3/16

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource 6414 Market St, Youngstown, OH 44512-3434					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				**2016**
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE

*Exclude amounts specifically designated as damages, penalties, etc.

**Exclude the amount of backpay, if any, included in that amount.

***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

_____ (Sign Name) _____ (Date)

Contact Person (for questions or additional information):

_____ (Name of Contact) _____ (Contact Telephone Number)

Send Form to: National Labor Relations Board, Region 08
Attn: Compliance Officer MEGAN SOBCZAK
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

CERTIFICATION OF COMPLIANCE

RE: Inverted Healthcare Staffing, LLC d/b/a United MedSource
Case 08-CA-174289

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on

(date)_____ at the following locations: (List specific places of posting)

_____

_____

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office/Megan Orazio Sobczak, together with **ONE** original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

Exhibit 7, cont'd

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

YOU HAVE THE RIGHT to discuss wages and other terms and conditions of employment with other employees and to freely bring wage, benefit, and working condition issues and complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of those rights.

WE WILL NOT discharge or otherwise discriminate against you because you engage in protected concerted activities or bring complaints to us on behalf of yourself and other employees, including concerns about working for other employers.

WE WILL NOT maintain the following overly broad work rules in our Employee Handbook:

Personal Conduct

You may not exhibit inappropriate or unacceptable conduct.
You may not engage in fights, horseplay, or any form of boisterous or disorderly conduct while on assignment.

Attention to Duty

You may not loiter or attend to personal business while on assignment.

Honestly and Confidentiality

You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client list, employee lists, etc.

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

WE WILL make Tamara Szabo-Schmid whole for any loss of earnings and other benefits resulting from her discharge, less any intern earnings, plus interest and excess taxes. Tamara Szabo-Schmid has waived her right to full reinstatement to her former job.

WE WILL remove from our files all references to the discharge of Szabo-Schmid and **WE WILL** notify her and the NLRB, in writing, that this has been done and that the discharge will not be used against her in any way.

WE HAVE rescinded the rules described above and **WE HAVE** notified our employees that the rules have been rescinded.

Inverted Healthcare Staffing, LLC d/b/a United MedSource
(Employer)

Dated: _____ By: _____
(Representative) (Title)

Exhibit 8

From: ehoffman@dhplaw.com
To: Sobczak, Megan Orazio
Cc: erick@unitedmedsource.com
Subject: Inverted Healthcare
Date: Monday, November 07, 2016 4:03:18 PM

Hi Megan. This email will confirm that you are authorized to contact Erick LaGroux at Inverted directly regarding his compliance requirements.

Thank you.

Eric R. Hoffman, Esq. / ehoffman@dhplaw.com / 440.446.1100 / fax 440.446.1240
5910 Landerbrook Drive, Suite 200
Mayfield Heights, Ohio 44124-6500

STATEMENT OF CONFIDENTIALITY: The information contained in this electronic message and any attachments to this message are for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, please notify Eric R. Hoffman, Esq., 440.446.1100 immediately and destroy all copies of this message and any attachments.

Although this e-mail and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by the sender or their employees for any loss or damage arising in any way from its use.

To comply with certain U.S. Treasury regulations, we inform you that any federal tax advice contained in this message, including attachments, is not a covered opinion as described in Treasury Department Circular 230 and therefore cannot be relied upon to avoid any tax penalties or to support the promotion or marketing of any federal tax transaction.

From: Sobczak, Megan Orazio [mailto:Megan.Sobczak@nlrb.gov]
Sent: Monday, November 07, 2016 3:09 PM
To: Eric Hoffman <ehoffman@dhplaw.com>
Subject:

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

Exhibit 9

Agent's Direct Dial: (216)303-7399

November 2, 2016

- November 10, 2016

Eric LaGroux
Inverted Healthcare Staffing, LLC
d/b/a United MedSource
6414 Market St.
Youngstown, OH 44512

Re: Inverted Healthcare Staffing, LLC d/b/a
United MedSource
Case 08-CA-174289

Dear Mr.LaGroux:

This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 10 copies of the **corrected** Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. Each Notice consists of two 8 ½" by 14" panels which are labeled "Panel 1 of 2" and "Panel 2 of 2"at the bottom. The two panels should be treated as one 17" by 14" document, with the panel labeled "Panel 1 of 2" posted first on the left, "Panel 2 of 2" on the right.. The Notices should be immediately posted around the Employer's 6414 Market Street, Youngstown, Ohio location, including all places where the Employer normally posts notices to employees, for 60 consecutive days. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Certification of Compliance: Certification of Compliance for is also enclosed. Certification of Compliance should be completed and returned by not later than **Wednesday, November 16, 2016 with one signed and dated original Notices.** If the Certification of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certification of Compliance or Notice are required.

Resent corrected notices to Respondent Attorney November 8, 2016.
Sent corrected notices to Respondent November 10, 2016.

Remedial Actions:

Backpay: As provided in the Agreement, the Employer will make whole the employee named below by payment to them in the amount set opposite their name:

Name	Backpay	Interest	Excess Taxes
Tamara Szabo-Schmid	$4,413.60	$72.80	$10.40

The backpay check should be made payable to the named individual, less deductions for Social Security and withholding taxes, and should be submitted to this office, for transmission to her, by **Thursday, November 10, 2016**. Backpay should be treated as wages in the year paid. (See IRS Publication 15-A for more information.) The backpay check should be accompanied by explanatory statement reflecting the amount of the deductions. In lieu of a current W-4 form concerning Federal Income Tax Withholding, the Employer should consult IRS Publication 15 for guidance.

Separate checks should be prepared for the interest and excess tax amounts owed to Ms. Szabo-Schmid and should be submitted to this office, for transmission to her, by **Thursday, November 10, 2016**. No deductions should be made from the interest and excess tax amounts.

The Respondent will also file a report with the Regional Director allocating the payment(s) to the appropriate time periods. A Report of Backpay Paid Under the National Labor Relations Act is enclosed for your convenience.

***Expungement of Records*:** The Agreement further provides that the Employer will expunge from its records all references to discharge of Tamara Szabo-Schmid and notify her in writing that this has been done and that her discharge will not be used against her in any way. The Employer should provide this office with a copy of the letter notifying Ms. Szabo-Schmid of the expungement.

Other Remedies:

The Agreement also provides that the Employer has complied with the following:

1. Rescinded the following rules:

Personal Conduct:
-You nay not exhibit inappropriate or unacceptable conduct
-You may not engage in fights; horseplay, or any form of boisterous or disorderly conduct while on assignment

Attention to Duty:
-Yon may not loiter or attend to personal business while on assignment

Honestly and confidentiality:
-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc:

2. Notified employees that the above employer rules have been rescinded.

Therefore, please provide the Region with documentation reflecting that the above employer rules were rescinded and that the employees were notified that the above employer rules have been rescinded.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

/s/Megan Orazio Sobczak
MEGAN ORAZIO SOBCZAK
Compliance Officer

Enclosures: Notices to Employees

Rev: 3/16

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource 6414 Market St, Youngstown, OH 44512-3434					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				**2016**
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE

*Exclude amounts specifically designated as damages, penalties, etc.

**Exclude the amount of backpay, if any, included in that amount.

***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

_____ (Sign Name) _____ (Date)

Contact Person (for questions or additional information):

_____ (Name of Contact) _____ (Contact Telephone Number)

Send Form to: National Labor Relations Board, Region 08
Attn: Compliance Officer MEGAN SOBCZAK
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

CERTIFICATION OF COMPLIANCE

RE: Inverted Healthcare Staffing, LLC d/b/a United MedSource
Case 08-CA-174289

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on

(date)_____ at the following locations: (List specific places of posting)

_____

_____

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office/Megan Orazio Sobczak, together with **ONE** original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

Exhibit 9, cont'd

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

YOU HAVE THE RIGHT to discuss wages and other terms and conditions of employment with other employees and to freely bring wage, benefit, and working condition issues and complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of those rights.

WE WILL NOT discharge or otherwise discriminate against you because you engage in protected concerted activities or bring complaints to us on behalf of yourself and other employees, including concerns about working for other employers.

WE WILL NOT maintain the following overly broad work rules in our Employee Handbook:

Personal Conduct

You may not exhibit inappropriate or unacceptable conduct.
You may not engage in fights, horseplay, or any form of boisterous or disorderly conduct while on assignment.

Attention to Duty

You may not loiter or attend to personal business while on assignment.

Honestly and Confidentiality

You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client list, employee lists, etc.

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

WE WILL make Tamara Szabo-Schmid whole for any loss of earnings and other benefits resulting from her discharge, less any intern earnings, plus interest and excess taxes. Tamara Szabo-Schmid has waived her right to full reinstatement to her former job.

WE WILL remove from our files all references to the discharge of Szabo-Schmid and **WE WILL** notify her and the NLRB, in writing, that this has been done and that the discharge will not be used against her in any way.

WE HAVE rescinded the rules described above and **WE HAVE** notified our employees that the rules have been rescinded.

Inverted Healthcare Staffing, LLC d/b/a United MedSource
(Employer)

Dated: _____ By: _____
(Representative) (Title)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

Exhibit 10

Agent's Direct Dial: (216)303-7399

December 13, 2016

Eric LaGroux
Inverted Healthcare Staffing, LLC d/b/a
UnitedMedSource
6414 Market St
Youngstown, OH 44512-3434 Eric LaGroux

Re: Inverted Healthcare
Case 08-CA-174289

Dear Mr. LaGroux:

As you are aware, October 28, 2016, the Regional Director approved the Settlement Agreement in the above matter. Therefore, by letter dated November 2, 2016, I advised you of your responsibility to comply with the Settlement Agreement. In addition, I have left you numerous telephone messages requesting that you comply with the Settlement Agreement. However to this date, you have failed to do so.

Specifically, please be advised in order to fully comply with the Settlement Agreement, the Employer needs to do the following:

Posting of the Notice: In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be immediately posted around the Employer's 6414 Market Street, Youngstown, Ohio location, including all places where the Employer normally posts notices to employees, for 60 consecutive days.

Remedial Actions:

Backpay: As provided in the Agreement, the Employer will make whole the employee named below by payment to them in the amount set opposite their name:

Name	Backpay	Interest	Excess Taxes
Tamara Szabo-Schmid	$4,413.60	$72.80	$10.40

The backpay check should be made payable to the named individual, less deductions for Social Security and withholding taxes, and should be submitted to this office. Backpay should be treated as wages in the year paid. (See IRS Publication 15-A for more information.) The backpay check should be accompanied by explanatory statement reflecting the amount of the deductions. In lieu of a current W-4 form concerning Federal Income Tax Withholding, the Employer should consult IRS Publication 15 for guidance.

Separate checks should be prepared for the interest and excess tax amounts owed to Ms. Szabo-Schmid and should be submitted to this office. No deductions should be made from the interest and excess tax amounts.

Report of Backpay Paid Under the NLRA:

The Employer will also file a report with the Regional Director allocating the payment(s) to the appropriate time periods.

Expungement of Records:

The Employer will expunge from its records all references to discharge of Tamara Szabo-Schmid and notify her in writing that this has been done and that her discharge will not be used against her in any way. The Employer should provide this office with a copy of the letter notifying Ms. Szabo-Schmid of the expungement.

Other Remedies:

The Agreement also provides that the Employer has complied with the following:

1. Rescinded the following rules:

Personal Conduct:
-You nay not exhibit inappropriate or unacceptable conduct
-You may not engage in fights; horseplay, or any form of boisterous or disorderly conduct while on assignment

Attention to Duty:
-Yon may not loiter or attend to personal business while on assignment

Honestly and confidentiality:
-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc:

2. Notified employees that the above employer rules have been rescinded.

3. Provide the Region with documentation reflecting that the above employer rules were rescinded and that the employees were notified that the above employer rules have been rescinded.

The performance provision of the Settlement Agreement states that in the case of non-compliance with any of the terms of the Settlement Agreement and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance, the Regional Director will reissue the Complaint previously issued on August 30, 2016 in the instant case. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. To date, the Employer has failed to comply with the any of the terms of the Settlement Agreement.

If the Employer wishes to present evidence to establish that it is in compliance with the Agreement or that it will immediately comply with the above terms, please do so no later than **December 21, 2016**. Failure to do so by that date will result in my recommending to the Regional Director that further action is warranted. Feel free to contact me at 216-303-7399 if you have any questions.

Very truly yours,

/s/Megan Orazio Sobczak
MEGAN ORAZIO SOBCZAK
Compliance Office

Exhibit 11

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 8
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Agency Website: www.nlrb.gov
Telephone: (216)522-3715
Fax: (216)522-2418

Agent's Direct Dial: (216)303-7399

January 19, 2017

Eric LaGroux
Inverted Healthcare Staffing, LLC d/b/a
UnitedMedSource
6414 Market St
Youngstown, OH 44512-3434

Eric Hoffman, Esq.
Dinn, Hochman & Potter
5919 Landerbrook Dr. Ste 200
Mayfield Heights, OH 44124-6500

Re: Inverted Healthcare
Case 08-CA-174289

Gentlemen:

On October 28, 2016, the Regional Director approved the attached Settlement Agreement in the above matter. The Settlement Agreement required the Employer to take the following actions:

1) Post the Notice to Employees;

2) Make Tamara Szabo-Schmid whole for any loss of earnings and other benefits resulting from her discharge;

3) Remove from its files all references to the discharge of Ms. Szabo-Schmidt and notify Ms. Szabo-Schmidt and the Region, in writing, that this has been done and the discharge will not be used against her in any way.

By letter dated November 2, 2016, the Region advised the Employer what it needed to do to comply with the Settlement Agreement. In addition, Compliance Officer Megan Sobczak left you numerous telephone messages reminding the Employer of its obligations under the Settlement Agreement. However, the Employer has failed to take in any steps to comply.

By letter dated December 13, 2016, you were advised that the Employer had failed to comply with any of the terms of the Settlement Agreement and were reminded what steps you needed to take to comply. You were told that the performance provision of the Settlement Agreement states that in the case of non-compliance with any of the terms of the Settlement Agreement, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance, the Regional Director will reissue the Complaint previously issued on August 30, 2016 and file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Region requested that the Employer present evidence to establish that it was in compliance with the Agreement or notify the Region that it would immediately comply with the above terms by no later than December 21, 2016.

To date, the Employer has failed to respond to the above correspondence and has failed to comply with any terms of the Settlement Agreement. Thus, the Employer is in non-compliance with the Agreement. Such non-compliance triggers the default language. Thus, if the Charged Party does not comply in the manner set forth below, the Region will, pursuant to the performance provision of the Settlement Agreement, reissue the Complaint and file a Motion for Default Judgment. Under the terms of the Settlement Agreement, the only issue that the Charged Party may raise before the Board is whether it defaulted on the terms of the Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations.

To avoid reissuance of the Complaint and the filing of a Motion for Default judgment, the Charged Party must:

1) Post the Notice to Employees;

2) Make Tamara Szabo-Schmidt whole for any loss of earnings and other benefits resulting from her discharge;[1]

3) Remove from its files all references to the discharge of Ms. Szabo-Schmidt and notify Ms. Szabo-Schmidt and the Region, in writing, that this has been done and the discharge will not be used against her in any way.

If the Employer wishes to present evidence to establish that it is in compliance with the Agreement or intends to comply with the above terms, such action is required within 14 days of the date of this letter. Failure to do so will result in my invoking the

[1] As set forth in prior correspondence, the Employer is obligated to pay Szabo-Schmid backpay in the amount of $4,413.60, interest in the amount of $72.80 and excess tax in the amount of $10.40.

default provision in the Agreement, reissuing the complaint, and promptly filing a Motion for Default Judgment.

If you have any questions, please contact Compliance Officer Megan Sobczak at (216) 303-7399.

Very truly yours,

Iva Y. Choe
Acting Regional Director

Exhibit 12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 8

INVERTED HEALTHCARE STAFFING, LLC D/B/A UNITED MEDSOURCE	
and	**CASE 08-CA-174289**
TAMARA SZABO-SCHMID, AN INDIVIDUAL	

COMPLAINT BASED ON BREACH OF AFFIRMATIVE PROVISIONS OF SETTLEMENT AGREEMENT

Based upon a charge filed by Tamara Szabo-Schmid, an Individual (Charging Party), a Complaint and Notice of Hearing issued in Case 08-CA-174289 on August 30, 2016 against Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource (Respondent), alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices. On October 28, 2016, a Settlement Agreement and Notice to Employees was approved (Settlement Agreement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint. Respondent has failed to comply with the terms of the Settlement Agreement. Accordingly, pursuant to the terms of the Settlement Agreement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the Complaint is re-issued as follows.

1. (A) The charge in this proceeding was filed by the Charging Party on April 18, 2016, and a copy was served on Respondent by U.S. mail on April 19, 2016.

(B) The first amended charge in this proceeding was filed by the Charging Party on July 26, 2016, and a copy was served on Respondent by U.S. mail on July 27, 2016.

(C) The second amended charge in this proceeding was filed by the Charging Party on July 29, 2016, and a copy was served on Respondent by U.S. mail on July 29, 2016.

2. At all material times, Respondent has been an Ohio limited liability company with an office and place of business in Youngstown, OH, Respondent's facility, and has been engaged in providing temporary employee staffing services to various hospitals in Ohio.

3. (A) During the 12-month period ending December 31, 2015, Respondent provided services valued in excess of $50,000 for health care institutions located within the State of Ohio, including University Hospitals Health System, Inc., and The Cleveland Clinic Foundation, enterprises directly engaged in interstate commerce.

(B) During the 12-month period ending December 31, 2015, Respondent derived gross revenues in excess of $1,000,000.

(C) During the time period described above in paragraph 3(B), Respondent purchased and received at its Youngstown, Ohio facility products, goods and materials valued in excess of $5,000 directly from points outside the State of Ohio.

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

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

Erick LaGroux	Chief Executive Officer
Jessica LaGroux	Officer
M. Constance Augustine-Thompson	Chief Financial Officer

6. At all relevant times until approximately mid-May 2016, Respondent maintained the following policies and/or work rules as they appeared in Respondent's Employee Handbook, revised September 2007:

(A) Personal Conduct

-You may not exhibit inappropriate or unacceptable conduct
-You may not engage in fights, horseplay, or any form of boisterous or disorderly conduct while on assignment

(B) Attention to Duty

-You may not loiter or attend to personal business while on assignment

(C) Honestly and Confidentiality

-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc.

7. (A) About November 2, 2016, Respondent's employee Tamara Szabo-Schmid engaged in concerted activities with other employees for the purposes of mutual aid and protection, by engaging in discussions related to job security and/or by sending an e-mail to other employees and Respondent in which Tamara Szabo-Schmid raised concerns about job security.

(B) About November 2, 2016, Respondent terminated the employment of Tamara Szabo-Schmid.

(C) Respondent engaged in the conduct described above in paragraph 7(B) because Tamara Szabo-Schmid engaged in the conduct described above in paragraph 7(A), and to discourage employees from engaging in these or other concerted activities.

8. By the conduct described above in paragraphs 6 and 7, 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.

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

In order to fully remedy the unfair labor practices set forth above, the General Counsel seeks an order requiring that Tamara Szabo-Schmid be made whole, including, but not limited to, payment for consequential economic harm she incurred as a result of the Respondent's unlawful conduct. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent has waived its right to file an answer to the Complaint. By the terms of the Settlement (Appendix A), Respondent acknowledged that with its non-compliance with the terms of the Settlement, the allegations of the Complaint will be deemed admitted and its Answer to the Complaint will be considered withdrawn; that the General Counsel may file a motion for summary judgment with the Board on the allegations of the Complaint; and that the only issue that may be raised before the Board is whether the Respondent defaulted on the terms of the Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of Fact and conclusions of law consistent with those allegations adverse to Respondent on all issues raised by the Complaint.

Dated at Cleveland, Ohio this 21st day of April 2017.

/s/ Allen Binstock

ALLEN BINSTOCK
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 08
1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Attachments

APPENDIX A

SETTLEMENT AGREEMENT

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 8

INVERTED HEALTHCARE STAFFING, LLC
D/B/A UNITED MEDSOURCE

and **CASE 08-CA-174289**

TAMARA SZABO-SCHMID, AN INDIVIDUAL

AFFIDAVIT OF SERVICE OF: Complaint Based on Breach of Affirmative Provisions of the Settlement Agreement

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **April 21, 2017**, I served the above-entitled document(s) by **certified or regular mail,** as noted below, upon the following persons, addressed to them at the following addresses:

ERIC LAGROUX INVERTED HEALTHCARE STAFFING, LLC d/b/a UNITEDMEDSOURCE 6414 MARKET ST YOUNGSTOWN, OH 44512-3434	**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**
TAMARA SZABO-SCHMID 8564 SEMINARY LN CHESTERLAND, OH 44026-2651	**CERTIFIED MAIL**
ERIC A. HOFFMAN, ESQ. DINN, HOCHMAN & POTTER 5910 LANDERBROOK DR, STE 200 MAYFIELD HTS., OH 44124-6500	**REGULAR MAIL**
BRAD LEVINE, ESQ. VOUDRIS LAW LLC 8401 CHAGRIN RD, STE 8 CHAGRIN FALLS, OH 44023	**REGULAR MAIL**

April 21, 2017
Date

Sharon Zilinskas
Designated Agent of NLRB
Name
/s/ Sharon Zilinskas
Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Inverted Healthcare Staffing, LLC d/b/a United MedSource **Case 08-CA-174289**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them around its 6414 Market Street, Youngstown, Ohio location, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

BACKPAY – Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to her of the amount opposite her name. The Charged Party will make appropriate withholdings. No withholdings should be made from the interest and excess tax portions of the backpay.

Tamara Szabo-Schmid	Backpay: $4,413.60
	Interest: $72.80
	Excess Tax: $10.40
	TOTAL: $4,496.80

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act. By approving this Agreement, the Regional Director withdraws any Complaint and Notice of Hearing previously issued in the above case, and the Charged Party withdraws any answer filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ Initials No _____ Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint previously issued on August 30, 2016 in the instant case. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and its Answer to such Complaint will be considered withdrawn. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource**		**Charging Party** **Tamara Szabo-Schmid**	
By: Name and Title CEO Erick Le Greux	Date 10/11/16	By: Name and Title Tamara Szabo-Schmid	Date 10/19/16
Recommended By: Michael Lewis Field Attorney	Date 10/21/16	Approved By: /s/ Allen Binstock Allen Binstock Regional Director, Region 8	Date 10-28-16

(To be printed and posted on official Board notice form) SP 10/1/16

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

YOU HAVE THE RIGHT to discuss wages and other terms and conditions of employment with other employees and to freely bring wage, benefit, and working condition issues and complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of those rights.

WE WILL NOT discharge or otherwise discriminate against you because you engage in protected concerted activities or bring complaints to us on behalf of yourself and other employees, including concerns about working for other employers.

WE WILL NOT maintain the following overly broad work rules in our Employee Handbook:

Personal Conduct

-You may not exhibit inappropriate or unacceptable conduct
-You may not engage in fights, horseplay, or any form of boisterous or disorderly conduct while on assignment

Attention to Duty

-You may not loiter or attend to personal business while on assignment

Honestly and Confidentiality

-You must at all times maintain confidentiality of Company business records, operations, methods of doing business, client lists, employee lists, etc.

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

WE WILL make Tamara Szabo-Schmid whole for any loss of earnings and other benefits resulting from her discharge, less any interim earnings, plus interest and excess taxes. Tamara Szabo-Schmid has waived her right to full reinstatement to her former job.

WE WILL remove from our files all references to the discharge of Szabo-Schmid and **WE WILL** notify her and the NLRB, in writing, that this has been done and that the discharge will not be used against her in any way.

WE HAVE rescinded the rules described above and WE HAVE notified our employees that the rules have been rescinded.

Inverted Healthcare Staffing, LLC d/b/a
UnitedMedSource
(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

Telephone:
Hours of Operation:

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Rev: 3/16

Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	Inverted Healthcare Staffing, LLC d/b/a UnitedMedSource 6414 Market St, Youngstown, OH 44512-3434					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				2016
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE

*Exclude amounts specifically designated as damages, penalties, etc.

**Exclude the amount of backpay, if any, included in that amount.

***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(Sign Name) (Date)

Contact Person (for questions or additional information):

(Name of Contact) (Contact Telephone Number)

Send Form to: National Labor Relations Board
Attn: Allen Binstock, Regional Director
1240 E 9th St., Room 1695
Cleveland, OH 44199