

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF FLORIDA  
GAINESVILLE DIVISION**

<b>NATIONAL LABOR RELATIONS BOARD,</b>	)	
	)	
<b>Applicant,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>BELLA FURNITURE SOLUTIONS, INC</b>	)	
<b>and DOMINICK BELLA VIGNA</b>	)	
	)	
<b>Respondents,</b>	)	<b>16-cv-00291-MW-GRJ</b>
	)	
	)	
<b>VISIONS FEDERAL CREDIT UNION,</b>	)	
<b>CAPITAL CITY BANK, COAST TO COAST</b>	)	
<b>FURNITURE LEASING LLC, and</b>	)	
<b>REGIONS BANK,</b>	)	
	)	
<b>Garnishees.</b>	)	
	)	

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**STATUS REPORT**

The National Labor Relations Board (“Board”), through undersigned counsel, hereby files a status report, pursuant to this Court’s August 17, 2017 Order. Doc. 13.

1. On September 1, 2016, upon application of the Board and for good cause, this Court issued a Protective Restraining Order (“PRO”) that, among other things,

“restrained and enjoined [Domenick Bellavigna and Bella Furniture Solutions, Inc.] from in any manner or by any means alienating, dissipating, distributing, transferring, encumbering, assigning, paying over, or otherwise disposing of any monies or assets belonging to or in the possession or control of Respondents

Domenick Bellavigna and/or Bella Furniture Solutions, Inc., until and unless they first furnish to the Board security in the amount of \$36,294.50, by transferring that sum to the Board to be held in an escrow account in United States Treasury (“the Escrow Account”), pending further order of the Court.” Doc. 4.

2. On September 1, 2016, this Court also issued a Writ of Garnishment that commanded the named garnishees “not to deliver, sell, or transfer any property or money of Respondents that is in your possession or control at the time this Writ is served or which may hereafter come into your possession or control pending further order of the Court.” Doc. 3.

3. On September 7, 2016, Garnishee Visions Federal Credit Union filed its Answer to the Writ of Garnishment, stating that it retains \$1.57 for Respondents’ benefit. Doc. 6.

4. On September 12, 2016, Garnishee Regions Bank filed its Answer to the Writ of Garnishment, stating that it retains \$1,172.79 for Respondents’ benefit. Doc.7.

5. On May 8, 2017, the Board conducted the deposition of Domenick Bellavigna (“Bellavigna”) in order to obtain information about his assets and to ensure his compliance with the terms of the PRO. During that deposition, Bellavigna stated that he was in the process of attempting to sell the assets of Bella Furniture Solutions, Inc.

6. Since May 10, 2017, the parties have been engaged in settlement negotiations in an attempt to agree on a satisfactory payment plan for amounts owed by Respondents. During those discussions, Bellavigna disclosed his intention to sell his rental property.

7. On June 30, 2017, the United States Court of Appeals for the Second Circuit enforced the Board’s order requiring Bellavigna and Bella Furniture Solutions, Inc. to pay \$32,995 in back pay and unpaid fund contributions. *See* United States Court of Appeals for the Second Circuit (“Second Circuit”) Case No. 16-2200, Doc. 160-1; *Ace Masonry, Inc.*, 363 NLRB No. 181, \*4-

\*5 (May 3, 2016). Mandate issued on August 21, 2016. Second Circuit Case No. 16-2200, Doc. 162.

8. Section XIV of the PRO requires that the order “remain in effect until such time as the Respondents fully satisfy the financial obligations owed to the Board pursuant to the Board’s Orders.” Doc.4.

9. Section 3205 of the Federal Debt Collection Procedures Act, 28 U.S.C. § 3205(c)(10), requires that a writ of garnishment be continuing and terminate only by a court order quashing the writ of garnishment; by exhaustion of property in the possession, custody, or control of the garnishee in which the debtor has a substantial nonexempt interest; or satisfaction of the debt with respect to which the writ is issued.

10. Neither Bellavigna nor Bella Furniture Solutions, Inc. has satisfied its debt to the Board or furnished to the Board security in any amount, and Bellavigna is in the processing of attempting to dispose of his personal assets and the assets of Bella Furniture Solutions, Inc. Accordingly, the Board respectfully submits that there is good cause and a need to keep the Writ of Garnishment and PRO against both Respondents in place, until their debt to the Board has been fully satisfied. The Board further submits that this action should remain open, so that the Board may continue to monitor compliance with the terms of this Court’s PRO and secure satisfaction of the amounts owed pursuant to the Board’s orders.

Respectfully submitted,

s/ Portia Gant  
PORTIA GANT  
Trial Attorney  
(202) 273-1921

HELENE D. LERNER  
Supervisory Trial Attorney  
(202) 273-1082

WILLIAM MASCIOLI  
Assistant General Counsel  
(202) 273-3746

Contempt, Compliance, and Special Litigation Branch  
Division of Legal Counsel  
National Labor Relations Board  
1015 Half Street, SE--Fourth Floor  
Washington, DC 20003  
(202) 273-4244 (fax)

Dated at Washington, D.C.  
this 24th day of August, 2017.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing document has this day been served on the following:

By CM/ECF:

Ruth Ellen Vafek  
[rvafek@ausley.com](mailto:rvafek@ausley.com)

By overnight mail:

Coast to Coast Furniture Leasing, LLC  
c/o Kara Bellavigna  
9616 Ashville Highway  
Suite 2  
Greenville, FL 32331

Visions Federal Credit Union  
c/o Laura Brodfuehrer  
One Credit Union Plaza  
24 McKinley Avenue  
Endicott, NY 13760

Domenick Bellavigna  
240 Smokehouse Way  
Greenville, FL 32331

s/ Portia Gant  
Portia Gant  
National Labor Relations Board  
1015 Half Street, SE – Fourth Floor  
Washington, D.C. 20003  
(202) 273-1921

Dated at Washington, D.C.  
this 24th day of August, 2017.