

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

TR & SNF, INC. d/b/a THE NURSING CENTER
AT UNIVERSITY VILLAGE and TALF, INC. d/b/a
THE INN AT UNIVERSITY VILLAGE,
a Single Employer

and

Case 12-CA-216475

1199SEIU, UNITED HEALTHCARE
WORKERS EAST, FLORIDA REGION

**GENERAL COUNSEL’S MOTION FOR
DEFAULT JUDGMENT AND ISSUANCE OF DECISION AND ORDER**

The General Counsel, based on the facts set forth below and in the attached documents and exhibits, moves, pursuant to Section 102.24 of the National Labor Relations Board’s Rules and Regulations (the Board’s Rules), that the National Labor Relations Board (the Board) issue a Decision and Order, prior to and without the necessity of an evidentiary hearing, containing findings of fact and conclusions of law in accordance with the Section 8(a)(1) and (5) allegations of the Complaint in the above-captioned matter (Complaint), ordering TR & SNF, Inc. d/b/a The Nursing Center at University Village and TALF, Inc. d/b/a The Inn at University (collectively, Respondent), to appropriately remedy the unfair labor practices found, and granting such other further relief as may be proper in the circumstances.

In support of this Motion, the General Counsel shows and alleges that:

1. Respondent employs a bargaining unit comprised of all regular full-time and part-time non-supervisory employees staffing “The Inn at University Village,” an assisted living facility (The Inn), and “The Nursing Center at University Village,” a residential and skilled nursing facility (The Nursing Center), who are represented 1199SEIU, United Healthcare

Workers East, Florida Region (the Union).

2. Upon information and belief, Respondent operates The Inn and The Nursing Center pursuant to an agreement with Westport Nursing Tampa, L.L.C. (Westport Nursing), an entity affiliated with Westport Holdings Tampa, Limited Partnership (Westport I) and Westport Holdings Tampa II, Limited Partnership (Westport II). Westport Nursing, Westport I, and Westport II collectively own the property and buildings comprising the University Village Senior Living Retirement Community, which includes independent living facilities in addition to The Inn and The Nursing Center.

3. Westport I and Westport II filed for bankruptcy in 2016 in the United States Bankruptcy Court for the Middle District of Florida (jointly administered as Case No. 8:16-bk-08167-MGW).

3. Upon information and belief, Westport Nursing sometime thereafter informed Respondent that as a result of the bankruptcy proceeding, Westport Nursing, Westport I, and Westport II, would likely be sold collectively as the University Village Senior Living Retirement Community at some future date.

4. On March 13, 2018, the Union filed the original charge in Case 12-CA-216475. Copies of the original charge and an affidavit of service of the original charge are attached hereto as **Exhibit 1**. The charge alleges that Respondent refused to negotiate with the Union over the effects of the sale of the University Village Senior Living Retirement Community, in violation of Section 8(a)(1) and (5) of the Act.

5. Following an investigation of the charge described above in paragraph 6, the Regional Director for Region 12 (the Regional Director), issued a Complaint and Notice of Hearing on June 30, 2018, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules. Copies of the Complaint and Notice of Hearing, the affidavit of service thereof,

the United States Postal Service (USPS) delivery receipt signed by the Employer, and a detail from the USPS website indicating the Complaint was delivered on July 2, 2018, are attached hereto as **Exhibit 2**. The Complaint alleges, in pertinent part, that Respondent notified the Union on about February 9, 2018, that it anticipated ceasing operations, that the Union requested to bargain about the effects of the anticipated cessation on the wages, hours, and other terms and conditions of employment of the bargaining unit employees, and that Respondent violated Section 8(a)(1) and (5) of the Act by refusing to meet and bargain with the Union.¹ In the section of the Complaint titled “ANSWER REQUIREMENT,” Respondent was notified of the Board’s Rules requiring it to file an answer to the Complaint on or before July 12, 2018.

6. On July 23, 2018, having received no answer to the Complaint from Respondent, the undersigned agent of the National Labor Relations Board sent a letter via email to Respondent’s counsel of record in this case, Scott Bonavita. The undersigned notified Respondent that it was required to file an answer to the Complaint by August 6, 2018, or else the allegations of the Complaint would be deemed admitted, and the Region would proceed to file a motion for default judgment with the Board. A courtesy copy of the Complaint, which had been previously mailed to Mr. Bonavita on June 30, 2018, was included with the email. Copies of the cover email and the letter attachment are attached hereto as **Exhibit 3**.

7. On August 6, 2018, Respondent requested a 10-day extension of time for filing an Answer to the Complaint. The Regional Director granted Respondent’s request and extended the date for filing an Answer to August 17, 2018. Respondent’s request and the Regional Director’s letter granting the request are attached hereto as **Exhibit 4**.

¹ As noted above, the bargaining unit is: All non-supervisory associates employed at The Nursing Center at University Village (recognizing that licensed nurses are required by Florida statute to have certain supervisory responsibilities and training) and The Inn at University Village, excluding guards, supervisors, and confidential associates and associates working less than fifteen (15) hours per pay period.

8. To date, no answer to the Complaint has been filed by Respondent in this case.

9. Upon information and belief, no sale of the University Village Senior Living Retirement Community has been approved by the United States Bankruptcy Court for the Middle District of Florida (the Bankruptcy Court), and, therefore, Respondent currently continues to operate The Inn and The Nursing Center. However, the sale of the University Village Senior Living Retirement Community may occur before the Board acts on this Motion, or shortly thereafter, and before compliance with a bargaining order can be effectuated and meaningful bargaining between the parties may occur.

10. Additionally, Respondent has failed and refused to comply with the informal Board settlement agreement in Case 12-CA-170290. General Counsel's Corrected Motion for Default Judgment and Issuance of Decision and Order in that case remains pending before the Board. The informal settlement agreement in Case 12-CA-170290 was to remedy allegations that Respondent failed and refused to bargain with the Union regarding unilateral changes that Respondent made unilaterally bargaining unit employees' health insurance benefits in 2016, demonstrating Respondent's history of failure to act in good faith with both the Union and the Board.

In view of the foregoing, the General Counsel respectfully moves that the Board grant the instant motion for default judgment and:

(a) Find all allegations of the Complaint to be admitted and true pursuant to Section 102.20 of the Board's Rules and that no hearing is necessary;

(b) Find that Respondent violated Sections 8(a)(1) and (5) of the Act, in all respects alleged in the 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 Complaint and remedying such unfair labor practices; and specifically Order that Respondent: cease and desist from its unfair labor practices as set forth in the proposed Notice to Employees attached hereto as **Exhibit 5**; bargain with the Union and put in writing and sign any agreement reached with respect to wages, hours, and other terms and conditions of employment of the unit employees with respect to the anticipated cessation of Respondent's operations; and conditionally order that, in the event Respondent ceases operations before meaningful bargaining can occur, Respondent pay backpay to the affected employees in a manner similar to that required in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), as clarified in *Melody Toyota*, 325 NLRB 846 (1998), see also *Rigid Pak Corp.*, 366 NLRB No. 137, slip op. at 5-6 (2018); and grant such other relief as the Board deems to be appropriate to remedy the allegations in the Complaint.

Dated: September 5, 2018

Respectfully submitted,

/s/ Caroline Leonard
Caroline Leonard, Esq.
Counsel for the General Counsel
National Labor Relations Board Region 12
201 E. Kennedy Blvd., Ste. 530
Tampa, FL 33602
Tel. (813) 228-2662
caroline.leonard@nlrb.gov

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document, General Counsel's Motion for Default Judgment and Issuance of Decision and Order, was electronically filed with the National Labor Relations Board and served upon the below-listed parties via electronic mail as specified below, on September 5, 2018.

Electronically filed with:

Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

By electronic mail:

Scott Bonavita, Esq.
Bonavita Law Firm, P.A.
13902 Dale Mabry Hwy, Ste. 203
Tampa, FL 33618
scott@bonavitalaw.com

Robert Gibson
1199SEIU United Healthcare Workers
East, Florida Region
2881 Corporate Way
Miramar, FL 33025
robert.gibson@1199.org

/s/ Caroline Leonard

Caroline Leonard, Esq.
Counsel for the General Counsel
National Labor Relations Board Region 12
201 E. Kennedy Blvd., Ste. 530
Tampa, FL 33602
Tel. (813) 228-2662
caroline.leonard@nlrb.gov

EXHIBIT

1

INTERNET
FORM NLRB-S01
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 12-CA-216475 Date Filed 3/13/18

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

University Village Nursing Center

b. Tel. No.

(813) 975-5001

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

12250 N. 22nd St
Tampa, FL 33612

e. Employer Representative

Jeanette Baltzly

g. e-Mail

jbaltzly@universityvillage.net

h. Number of workers employed

133

i. Type of Establishment (factory, mine, wholesaler, etc.)

Nursing Home

j. Identify principal product or service

Long Term Care

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)5

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)

The employer is refusing to bargain over the effects of the sale of the facility.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
1199SEIU FL Region

4a. Address (Street and number, city, state, and ZIP code)

2881 Corporate Way
Miramar, FL 33025

4b. Tel. No. 888.313.4448

4c. Cell No.

4d. Fax No. 305.826.1604

4e. e-Mail

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)
Service Employees International Union

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. 813.476.9683

By

Robert Gibson

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Office, if any, Cell No.

Fax No

Address

2881 Corporate Way, Miramar FL
33025

3/13/18 (date)

e-Mail

Robert.gibson@1199.org

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

**RECEIVED
TAMPA, FLORIDA**

MAR 13 2008

**NATIONAL LABOR RELATIONS BD.
REGION 12**

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNIVERSITY VILLAGE NURSING CENTER

Charged Party

and

1199SEIU FL REGION

Charging Party

Case 12-CA-216475

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 14, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Jeanette Baltzly
University Village Nursing Center
12250 N 22nd St
Tampa, FL 33612-4902

March 14, 2018
Date

Ida Thomas, Designated Agent of NLRB
Name

/s/ Ida Thomas
Signature

EXHIBIT

2

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

TR & SNF, INC. d/b/a THE NURSING CENTER AT
UNIVERSITY VILLAGE and TALF, INC. d/b/a THE
INN AT UNIVERSITY VILLAGE,
a Single Employer

and

Case 12-CA-216475

1199SEIU, UNITED HEALTHCARE
WORKERS EAST, FLORIDA REGION

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by 1199SEIU, United Healthcare Workers East, Florida Region (the Union). 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 TR & SNF, Inc. d/b/a The Nursing Center at University Village (Respondent Nursing) and TALF, Inc. d/b/a The Inn at University Village (Respondent Inn), a single employer (collectively referred to herein as Respondent) has violated the Act as described below:

1.

The charge in Case 12-CA-216475 was filed by the Union on March 13, 2018, and a copy was served on Respondent by U.S. mail on March 14, 2018.

2.

(a) At all material times, Respondent Nursing has been a Florida corporation with an office and place of business located at 12250 N. 22nd Street, Tampa, Florida, herein called its Tampa, Florida facility and has been engaged in the operation of a skilled nursing facility providing long-term healthcare and rehabilitative services to residents.

(b) During the past 12 months, Respondent Nursing, in conducting its business operations described above in paragraph 2(a), derived gross revenues in excess of \$100,000.

(c) During the past 12 months, Respondent Nursing, in conducting its business operations described above in paragraph 2(a), purchased and received at its Tampa, Florida facility goods valued in excess of \$50,000 directly from points outside the State of Florida.

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

3.

(a) At all material times, Respondent Inn has been a Florida corporation with an office and place of business located at 12250 N. 22nd Street, Tampa, Florida, herein called its Tampa, Florida facility and has been engaged in the operation of an assisted living facility providing assistance with daily living activities services to residents.

(b) During the past 12 months, Respondent Inn, in conducting its business operations described above in paragraph 3(a), derived gross revenues in excess of \$250,000.

(c) During the past 12 months, Respondent Inn, in conducting its business operations described above in paragraph 3(a), purchased and received at its Tampa, Florida facility goods valued in excess of \$50,000 directly from points outside the State of Florida.

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

4.

(a) At all material times, Respondent Nursing and Respondent Inn have been affiliated business enterprises with common officers, ownership, directors, management and supervision; have formulated and administered a common labor policy; have shared common premises and

facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations within the same continuing care retirement community; and have held themselves out to the public as a single-integrated business enterprise.

(b) Based on their operations described above in paragraph 4(a), Respondent Nursing and Respondent Inn constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

5.

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

6.

At all material times, the following individuals held the positions set forth opposite their 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:

Jeannette Baltzly	-	Skilled Nursing Facility Administrator
John Bartle	-	Managing Director, AmeriCare Group

7.

(a) At all material times, the following employees of Respondent, herein called the Unit, have constituted a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full time and regular part time non-supervisory Associates employed at The Nursing Center at University Village (recognizing that licensed nurses are required by FL Statute to have certain supervisory responsibilities and training) and The Inn at University Village, excluding guards, supervisors as defined by the Act, and confidential Associates and Associates working less than fifteen (15) hours per pay period, as defined in Section 20.

(b) Since on or about a date in 2004, a more precise date being presently unknown, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective by its terms from January 1, 2016 to October 31, 2017, and which has been extended on a month to month basis until either party elects to terminate the extension.

(c) At all times since on or about a date in 2004, a more precise date being presently unknown, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

8.

(a) On or about February 9, 2018, Respondent informed the Union, in writing, that it anticipated ceasing its operations.

(b) On or about February 16, 2018, the Union, in writing, requested that Respondent meet and bargain collectively with the Union about the effects of Respondent's decision to cease its operations on the wages, hours, and other terms and conditions of employment of the Unit.

(c) The subject set forth in paragraph 8(b) relates to the wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(d) Since on or about February 16, 2018, Respondent has failed and refused to meet and bargain collectively with the Union about the effects of Respondent's decision to cease its operations on the wages, hours, and other terms and conditions of employment of the Unit.

9.

By the conduct described above in paragraph 8(d), Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees, in violation of Section 8(a)(1) and (5) of the Act.

10.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring that the Respondent meet with the Union and bargain in good faith over the effects of the decision to cease its operations. If Respondent has ceased its operations by the time this case is heard, as part of the remedy for the unfair labor practices alleged above in paragraphs 8(d) and 9, the General Counsel will seek an order requiring that Respondent make whole its employees in the Unit in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968). 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 July 12, 2018, or postmarked on or before July 11, 2018**. 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.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number,

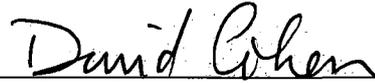
and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable 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 **January 16, 2019**, at **9:30 a.m.** at the **National Labor Relations Board Hearing Room, 201 East Kennedy Blvd., Suite 530, Tampa, Florida**, 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: June 28, 2018.



David Cohen, Regional Director
National Labor Relations Board, Region 12
201 E. Kennedy Blvd., Suite 530
Tampa, Florida 33602-5824

Attachments

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Jeanette Baltzly
 TR & SNF, Inc. d/b/a The Nursing Center
 at University Village and TALF, Inc. d/b/a
 The Inn at University Village, a Single Employer
 12250 N 22nd Street
 Tampa, FL 33612-4902
 CPT. 12-CA-216475/S. Barclay



9590 9402 2166 6193 3324 37

2. Article Number (Transfer from service label)

7015 0640 0002 0640 6081

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

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National Labor Relations Board
Region 12
201 E. Kennedy Blvd., Suite 530
Tampa, FL 33602-5324

NATIONAL LABOR RELATIONS BOARD
REGION 12



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Your item was delivered to an individual at the address at 9:37 am on July 2, 2018 in TAMPA, FL 33612.

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July 2, 2018 at 9:37 am
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TAMPA, FL 33612

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*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

EXHIBIT

3

From: Leonard, Caroline
To: ["scott@bonavitalaw.com"](mailto:scott@bonavitalaw.com)
Subject: 12-CA-216475 - University Village
Date: Monday, July 23, 2018 4:30:33 PM
Attachments: [CPT.12-CA-216475.Complaint and Notice of Hearing.pdf](#)
[LTR 12-CA-216475 Uni Village - Notice of Failure to File Answer.pdf](#)
Importance: High

Mr. Bonavita:

Please see the attached correspondence in this case, requiring your urgent attention.

Best,
Caroline

Caroline Leonard

Field Attorney, Region 12
National Labor Relations Board
P: 813.228.2662
F: 813.228.2874



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 12
201 E. Kennedy Blvd., Ste. 530
Tampa, FL 33602-5824

Agency Website: www.nlrb.gov
Telephone: (813) 228-2641
Fax: (813) 228-2874

Agent's Direct Dial: (813) 228-2662

July 23, 2018

Via E-mail: scott@bonavitalaw.com

Scott Bonavita, Esq.
Bonavita Law Firm, P.A.
13902 Dale Mabry Hwy, Ste. 203
Tampa, FL 33618

Re: TR & SNF, Inc. d/b/a The Nursing Center
at University Village, and TALF, Inc, d/b/a
The Inn at University Village, a Single
Employer
Case 12-CA-216475

Dear Mr. Bonavita:

On June 28, 2018, a Complaint and Notice of Hearing issued in the above captioned case, a copy of which was served on TR & SNF, Inc. d/b/a The Nursing Center at University Village, and TALF, Inc. d/b/a The Inn at University Village, a Single Employer (collectively, Respondents) by regular mail on you and by Certified Mail on facility administrator Jeanette Baltzly at 12250 N. 22nd St., Tampa, FL 33612. I have enclosed an additional copy the Complaint and Notice of Hearing with this letter for your convenience.

As stated in the Complaint and Notice of Hearing, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Respondents were required to file an answer to the complaint by July 12, 2018. However, this office has not yet received an answer to the complaint. Please file an answer to the complaint by no later than 4:30 p.m. on August 6, 2018. Please be advised that pursuant to Section 102.111(c) of the Board's Rules and Regulations, a motion requesting permission to file an untimely answer should accompany the answer, together with a sworn affidavit explaining why the answer is late. Note also that the answer is to be filed with the Regional Director of Region 12 and a copy served on each of the other parties. Pursuant to Section 102.114(g) of the Board's Rules, the answer may not be filed by facsimile. In addition, please file a notice of appearance with this office.

If Respondent fails to file an answer to the complaint, then, pursuant to Section 102.20 of the Board's Rules and Regulations, the allegations within the complaint shall be deemed admitted. Furthermore, if no answer to the complaint is received by 4:30 p.m. on August 6, 2018, the Region will file a motion for default judgment with the Board.

TR & SNF, Inc. d/b/a The Nursing Center at - 2 -
University Village and TALF, Inc. d/b/a The
Inn at University Village
Case 12-CA-216475

July 23, 2018

Please do not hesitate to call me at (813) 228-2662 if you have any questions.

Very truly yours,

/s/ Caroline Leonard
Caroline Leonard, Esq.
Field Attorney

Enclosure

EXHIBIT

4

Confirmation Number	1000225313
Date Submitted	8/6/2018 12:56:01 PM (UTC-05:00) Eastern Time (US & Canada)
Case Name	TR & SNF, Inc. d/b/a The Nursing Center at University Village and TALF, Inc. d/b/a The Inn at Univer
Case Number	12-CA-216475
Filing Party	Charged Party / Respondent
Name	Bonavita, Scott
Email	scott@bonavitalaw.com
Address	13902 N. Dale Mabry Hwy. Suite 203 Tampa, FL 33618
Telephone	(813) 968-1958
Fax	() -
Original Due Date	8/6/2018
Date Requested	8/17/2018
Reason for Extension of Time	<p>Please consider this correspondence as a request for a ten (10) day extension to respond to the Complaint and Notice of Hearing issued in the above captioned case. TR & SNF, INC. & TALF, INC. requests this extension due to conflicts in schedules and issues presented in the transfer of operating licenses that have prevented these entities from being able to fully evaluate the allegations contained in the Complaint. As such TR & SNF, INC. & TALF, INC. respectfully request ten (10) days to allow them to time to evaluate, discuss, and potentially resolve the allegations contained in the Complaint.</p> <p>I hereby certify that a copy to this request has been sent via email to Mr. David Cohen and Ms. Caroline Leonard via email.</p>
What Document is Due	Answer to Complaint
Parties Served	Caroline Leonard (Caroline.Leonard@nlrb.gov) David Cohen (David.Cohen@nlrb.gov)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 12
201 E KENNEDY BLVD STE 530
TAMPA, FL 33602-5824

Agency Website: www.nlr.gov
Telephone: (813)228-2641
Fax: (813)228-2874

August 7, 2018

Scott Bonavita
Bonavita Law Firm, P.A.
13902 N Dale Mabry Hwy Ste 203
Tampa, FL 33618-2426

Re: TR & SNF, Inc. d/b/a The Nursing
Center at University Village and
TALF, Inc. d/b/a The Inn at
University Village, a Single
Employer
Case 12-CA-216475

Dear Mr. Bonavita:

Respondent's request for an extension of time to answer the complaint in the above-captioned case is granted to August 17, 2018. Accordingly, the answer is now due by the close of business on August 17, 2018.

Very truly yours,

A handwritten signature in cursive script that reads "David Cohen".

David Cohen
Regional Director

lg

cc: Robert Gibson
1199SEIU FL Region
14645 NW 77th Ave Suite 201
Miami Lakes, FL 33014

EXHIBIT

5

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

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.

WE WILL NOT fail or refuse to bargain in good faith with respect to wages, hours, and other terms and conditions of employment with 1199SEIU United Healthcare Workers East, Florida Region (the Union), as the exclusive collective-bargaining representatives of our employees in the following appropriate unit:

All regular full time and regular part time non-supervisory Associates employed at The Nursing Center at University Village (recognizing that licensed nurses are required by FL Statute to have certain supervisory responsibilities and training) and The Inn at University Village, excluding guards, supervisors as defined by the Act, and confidential Associates and Associates working less than fifteen (15) hours per pay period, as defined in Section 20.

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

WE WILL, upon request, bargain collectively with the Union concerning the effects of our anticipated cessation of operations due to the expected sale of the facilities operated by The Nursing Center at University Village and TALF, Inc. d/b/a The Inn at University Village, and **WE WILL** reduce to writing and sign any agreement reached as a result of such bargaining.

WE WILL, in the event we cease operations before meaningful bargaining occurs, pay employees in the appropriate bargaining unit who were employed by us limited backpay, plus interest, as required by the National Labor Relations Board.

**TR & SNF, INC. d/b/a THE NURSING CENTER AT
UNIVERSITY VILLAGE and TALF, INC. d/b/a
THE INN AT UNIVERSITY VILLAGE**

(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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

201 E Kennedy Blvd Ste 530
Tampa, FL 33602-5824

Telephone: (813)228-2641
Hours of Operation: 8 a.m. to 4:30 p.m.

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.