



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, D.C. 20570

May 10, 2019

Clerk, United States Court of
Appeals for the Third Circuit
21400 U.S. Courthouse
601 Market Street
Philadelphia, PA 19106-1790

Re: *NLRB v. GTS Ambulance
Transportation, LLC and ROL Ambulance,
LLC as single employers and/or alter egos,*
Board Case No. 22-CA-135312

Dear Clerk:

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

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

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

Very truly yours,

/s/ David Habenstreit

David Habenstreit
Assistant General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half Street, S.E.
Washington, D.C. 20570
(202) 273-2960

cc & documents to: Service List

SERVICE LIST

RESPONDENT ADDRESSES:

Roy Santos, Pres.
GTS Ambulance Transportation, LLC
1717 Pennsylvania Ave.
Linden, NJ 07036

Phone: (862) 812-3177
Phone: (908) 718-5196 Ext: 1
Fax: (908) 275-3548

GTS Ambulance Transportation, LLC
Glenn Santos
1868 Arbor Lane
Union, NJ 07083

Vincent Troy Santos
ROL Ambulance, LLC
9 Concord Way
Morris Plains, NJ 07950-1271

Phone: (201) 572-4893

CHARGING PARTY:

Eric McLemore, Pres.
Med-Life M&M
15 Goldsmith Ave., Ste 21
Newark, NJ 07112

Phone: (732) 900-3169
Email: medlifeunion@gmail.com

NLRB REGIONAL DIRECTOR:

David E. Leach, Rgnl. Dir.
National Labor Relations Board
20 Washington Pl., 5th Fl.
Newark, NJ 07102-3110

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	
GTS AMBULANCE TRANSPORTATION, LLC	:	Board Case No.:
AND ROL AMBULANCE, LLC AS SINGLE	:	22-CA-135312
EMPLOYERS AND/OR ALTER EGOS	:	
	:	
Respondent	:	

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

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

The National Labor Relations Board (the “Board”), pursuant to Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. §§ 151, 160(e)), applies to this Court for summary entry of a judgment enforcing its order against GTS Ambulance Transportation, LLC and ROL Ambulance, LLC as single employers and/or alter egos (collectively the Respondent). The Board is entitled to summary enforcement of its order because Respondent did not respond to the Board’s Notice to Show Cause and the Board entered an order by default. In support, the Board shows:

A. Jurisdiction of this Court

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

Act (29 U.S.C. § 160(e)). Venue is proper in this Circuit because the unfair labor practices occurred in New Jersey. The Board's final order issued on February 5, 2019, and is reported at 367 NLRB No. 82.

B. Proceedings Before the Board

1. On June 29, 2015, the Regional Director issued a complaint and notice of hearing in Case No. 22-CA-135312, charging Respondent with certain violations of the Act. The complaint, in part, advised the Respondent that under the Board's Rules (29 C.F.R. 102.20 and 102.21), the Respondent was required to file an answer by July 13, 2015, and that if the Respondent failed to file an answer, the allegations of the complaint may be deemed to be true.

2. Having not received an answer, the regional attorney, on July 14, 2015, sent the Respondent a letter extending the time to file an answer and advising that if no answer was received by July 21, 2015, the Regional Office would recommend that a Motion for Default Judgment be filed with the Board.

3. Respondent did not file an answer or request an extension of time to file an answer.

4. Consequently, on July 30, 2015, counsel for the General Counsel filed with the Board a Motion for Default Judgment based upon the Respondent's failure to file an answer to the complaint.

5. By order dated August 5, 2015, the Board transferred the case to itself and issued a Notice to Show Cause, giving Respondent until August 19, 2015, to file with the Board in Washington, D.C., a response to the Motion for Default Judgment.

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

7. On February 5, 2019, the Board issued its Decision and Order granting the Motion for Default Judgment in the absence of good cause being shown for Respondent's failure to file an answer and entering an appropriate order against the Respondent.

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

On these facts, the Board is entitled to summary enforcement of its order against Respondent. Where a respondent in a Board proceeding fails to file an appropriate answer to the unfair labor practice complaint in a timely manner, the Board may, pursuant to Board Rule 102.20, absent a showing of "good cause," deem the complaint's allegations admitted, and then may enter an order, essentially by default, against the respondent. No cause for Respondent's failure to file an answer was alleged or shown here.

It is settled that the Board is entitled to have that default judgment summarily enforced. Under Section 10(e) of the Act (29 U.S.C. § 160(e)), no

objection that has not been urged before the Board shall be considered by a court of appeals “unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances.” This limitation is jurisdictional and its application is mandatory. *Woelke & Romero Framing v. NLRB*, 456 U.S. 645, 666-67 (1982). Interpreting that requirement, courts have consistently held that a respondent’s failure to assert any defense before the Board entitles the Board, absent extraordinary circumstances, to summary enforcement of its order. *See, e.g., Oldwick Materials, Inc. v. NLRB*, 732 F.2d 339, 341 (3d Cir. 1984). *See also Father and Sons Lumber v. NLRB*, 931 F.2d 1093, 1095-96, 1097 (6th Cir. 1991); *NLRB v. Continental Hagen Corp.*, 932 F.2d 828, 830 (9th Cir. 1991); *NLRB v. Dane County Dairy*, 795 F.2d 1313, 1319-21 (7th Cir. 1986); *NLRB v. Aaron Convalescent Home*, 479 F.2d 736, 738-39 (6th Cir. 1973). No such circumstances have been alleged or shown here.

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

Dated in Washington, D.C.
this 10th day of May, 2019

/s/ David Habenstreit
David Habenstreit
Assistant General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	
GTS AMBULANCE TRANSPORTATION, LLC	:	Board Case No.:
AND ROL AMBULANCE, LLC AS SINGLE	:	22-CA-135312
EMPLOYERS AND/OR ALTER EGOS	:	
	:	
Respondent	:	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, GTS Ambulance Transportation, LLC and ROL Ambulance, LLC as single employers and/or alter egos, its officers, successors, and assigns, enforcing its order dated February 5, 2019, in Case No. 22-CA-135312, reported at 367 NLRB No. 82, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent GTS Ambulance Transportation, LLC and ROL Ambulance, LLC as single employers and/or alter egos, its officers, successors, and assigns, shall abide by said order (See Attached Order and Appendix).

Mandate shall issue forthwith.

BY THE COURT

Circuit Judge

DATED:

NATIONAL LABOR RELATIONS BOARD

v.

GTS AMBULANCE TRANSPORTATION, LLC AND ROL AMBULANCE, LLC AS SINGLE EMPLOYERS AND/OR ALTER EGOS

ORDER

GTS Ambulance Transportation, LLC and ROL Ambulance, LLC as single employers and/or alter egos, Linden, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Engaging in surveillance of employees' union activities.
 - (b) Interrogating employees about their union sympathies and activities.
 - (c) Informing employees that it would be futile for them to select Med-Life M&M (the Union) as their bargaining representative by telling them that the Union would not be able to help or do anything for them, that the employer can discharge whoever it wants, and that the Union would not be able to stop an employee from being disciplined or discharged.
 - (d) Promising employees improved pay, payment of their medical bills, Christmas parties, paid time off, and the posting of monthly schedules, if they reject the Union as their bargaining representative.
 - (e) Threatening employees with closure of their work facility, job loss, stricter work rules, and harsher discipline, including discharge, if they select the Union as their bargaining representative.
 - (f) Soliciting employee complaints and grievances, thereby impliedly promising increased benefits and improved terms and conditions of employment if the employees reject the Union as their bargaining representative.
 - (g) Promising to promote employees if they reject the Union as their bargaining representative.

- (h) Creating the impression of surveillance among its employees by impliedly telling them that management is aware of their union activities and sympathies.
- (i) Threatening not to recall employees to work because of their union sympathies.
- (j) Assigning work previously performed by its employees to employees of Respondent ROL because employees joined and assisted the Union and engaged in concerted activities, and to discourage them from engaging in these activities.
- (k) Discharging, laying off, refusing to recall, demoting, suspending, or issuing written warnings to employees, reducing their hours, or otherwise discriminating against any of them because they joined and assisted the Union and engaged in concerted activities, or to discourage them from engaging in these activities.
- (l) Establishing a new policy of posting monthly schedules instead of calling employees a day in advance to inform them of their shifts because employees joined and assisted the Union and engaged in concerted activities, or to discourage them from engaging in these activities.
- (m) Imposing a more onerous attendance policy and issuing discipline to employees pursuant to that policy because employees joined and assisted the Union and engaged in concerted activities, or to discourage them from engaging in these activities.
- (n) Terminating the medical benefits of the unit employees, reducing work hours, imposing a more onerous attendance policy and issuing discipline to employees pursuant to that policy, laying off unit employees, and recalling some employees to work and refusing to recall others, without giving the Union prior notice and affording the Union an opportunity to bargain.
- (o) Failing and refusing to meet and bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of employees in the bargaining unit.
- (p) Failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

- (q) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) On request, meet and bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time EMTs and MAV drivers employed by the Respondent at its Linden, New Jersey facilities, but excluding all dispatchers, clerks, maintenance mechanics and janitors, guards, managers and supervisors as defined in the Act.
 - (b) Within 14 days from the date of this Order, offer discharged employees Janita Dunn, Jamal Woltz, Arslan Mobarak, Ian Henry, Jonathan Escobar, Philip Pais, and Mathew Lee, and unlawfully laid-off employee Celia Valente and other unlawfully laid-off employees, including Jhon Jaramillo, Fara Gonzalez, Alexander Goncalvez, and Melvin Sanchez, full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.
 - (c) Make Janita Dunn, Jamal Woltz, Arslan Mobarak, Ian Henry, Jonathan Escobar, Philip Pais, Mathew Lee, Celia Valente, Jhon Jaramillo, Fara Gonzalez, Alexander Goncalvez, Melvin Sanchez, and other unlawfully laid-off employees whole for any loss of earnings and benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of this decision.
 - (d) Within 14 days from the date of this Order, rescind the unlawful assignment of work previously performed by its employees to Respondent ROL's employees; the suspensions of Fara Gonzalez, Sherman Francis, and Philip Pais; the reduction in work hours of Jhon Jaramillo and Ian Henry; the demotion of Celia Valente; and the written warnings issued to Jhon Jaramillo, Doug Gelsleichter, and Fara Gonzalez.

- (e) Make its unit employees, including suspended employees Fara Gonzalez, Sherman Francis, and Philip Pais, employees Jhon Jaramillo and Ian Henry whose hours were reduced, and demoted employee Celia Valente, whole for any loss of earnings and other benefits suffered as a result of the Respondent's unlawful conduct in the manner set forth in the remedy section of this decision.
- (f) Compensate employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year for each employee.
- (g) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharges, layoffs, refusals to recall, suspensions, demotion, written warnings, reduction in work hours, and disciplines issued pursuant to the more onerous attendance policy, and within 3 days thereafter, notify the employees in writing that this has been done and that the unlawful actions will not be used against them in any way.
- (h) Upon request by the Union, rescind its new policy of posting monthly schedules instead of calling employees a day in advance to inform them of their shifts.
- (i) Restore and maintain the unit employees' medical benefits as they previously existed.
- (j) Make the unit employees whole for any expenses resulting from the unilateral termination of their medical benefits, with interest, in the manner set forth in the remedy section of this decision.
- (k) Within 14 days from the date of this Order, rescind the more onerous attendance policy and any discipline imposed on employees pursuant to the new policy, restore and maintain its attendance policy as it previously existed, and make the employees whole for any loss of earnings or other benefits suffered as a result of its unlawful conduct, in the manner set forth in the remedy section of this decision.
- (l) Furnish the Union in a timely manner with the information requested by the Union on September 13 and 23 and October 10, 2014, and February 16, 2015.

- (m) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (n) Within 14 days after service by the Region, post at its Linden, New Jersey facility copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facilities involved in this proceeding, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 24, 2014.
- (o) Within 21 days after service by the Region, file with the Regional Director for Region 22 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX A

NOTICE TO EMPLOYEES

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

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose 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 engage in surveillance of your union activities.

WE WILL NOT inform you that it would be futile for you to select Med-Life M&M (the Union) as your bargaining representative by telling you that the Union would not be able to help or do anything for you, that we can discharge whoever we want, and that the Union would not be able to stop you from being disciplined or discharged.

WE WILL NOT interrogate you about your union sympathies and activities.

WE WILL NOT promise you improved pay, payment of your medical bills, Christmas parties, paid time off, and the posting of monthly schedules, if you reject the Union as your bargaining representative.

WE WILL NOT threaten you with closure of your work facility, job loss, stricter work rules, and harsher discipline, including discharge, if you select the Union as your bargaining representative.

WE WILL NOT solicit complaints and grievances from you and thereby impliedly promise increased benefits and improved terms and conditions of employment if you reject the Union as your bargaining representative.

WE WILL NOT promise to promote you if you reject the Union as your bargaining representative.

WE WILL NOT create the impression of surveillance among you by impliedly telling you that management is aware of your union activities and sympathies.

WE WILL NOT threaten not to recall you to work because of your union sympathies.

WE WILL NOT assign work previously performed by you to employees of Respondent ROL Ambulance, LLC because you joined and assisted the Union and engaged in concerted activities or to discourage you from engaging in these activities.

WE WILL NOT discharge, lay off, refuse to recall, demote, suspend, or issue written warnings to you, or reduce your hours, or otherwise discriminate against any of you because you joined and assisted the Union and engaged in concerted activities, or to discourage you from engaging in these activities.

WE WILL NOT establish a new policy of posting monthly schedules instead of calling you a day in advance to inform you of your shifts because you joined and assisted the Union and engaged in concerted activities, or to discourage you from engaging in these activities.

WE WILL NOT impose a more onerous attendance policy and issue discipline to you pursuant to that policy because you joined and assisted the Union and engaged in concerted activities, or to discourage you from engaging in these activities.

WE WILL NOT terminate your medical benefits, reduce your work hours, impose a more onerous attendance policy and issue discipline to you pursuant to that policy, lay you off, or recall some of you to work and refuse to recall others, without giving the Union prior notice and an opportunity to bargain.

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

WE WILL NOT fail and refuse to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, meet and bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time EMTs and MAV drivers employed by us at our Linden, New Jersey facilities, but excluding all dispatchers, clerks, maintenance mechanics and janitors, guards, managers and supervisors as defined in the Act.

WE WILL, within 14 days from the date of the Board's Order, offer discharged employees Janita Dunn, Jamal Woltz, Arslan Mobarak, Ian Henry, Jonathan Escobar, Philip Pais, Mathew Lee, and unlawfully laid-off employee Celia Valente and other unlawfully laid-off employees, including Jhon Jaramillo, Fara Gonzalez, Alexander Goncalvez, Melvin Sanchez, full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Janita Dunn, Jamal Woltz, Arslan Mobarak, Ian Henry, Jonathan Escobar, Philip Pais, Mathew Lee, Celia Valente, Jhon Jaramillo, Fara Gonzalez, Alexander Goncalvez, Melvin Sanchez, and other unlawfully laid-off employees whole for any loss of earnings and other benefits suffered as a result of the discrimination against you, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, rescind the unlawful assignment of work previously performed by our employees to Respondent ROL Ambulance, LLC's employees, suspensions of Fara Gonzalez, Sherman Francis, and Philip Pais, reduction in work hours of Jhon Jaramillo and Ian Henry, demotion of Celia Valente, and written warnings issued to Jhon Jaramillo, Doug Gelsleichter, and Fara Gonzalez.

WE WILL make our employees, including unlawfully suspended employees Fara Gonzalez, Sherman Francis and Philip Pais, employees Jhon Jaramillo and Ian Henry, whose work hours were unlawfully reduced, and unlawfully demoted employee Celia Valente, whole for any loss of earnings and other benefits suffered as a result of our unlawful conduct, less any net interim earnings, plus interest, plus reasonable search-for-work and interim employment expenses.

WE WILL compensate our unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 22, within 21 days from the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year for each employee.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any references to the unlawful discharges, layoffs, refusals to recall, suspensions, demotion, written warnings, reduction in work hours, and discipline issued pursuant to the more onerous attendance policy, and WE WILL, within 3 days thereafter, notify you in writing that this has been done and that these actions will not be used against you in any way.

WE WILL, on request by the Union, rescind the new policy of posting monthly schedules instead of calling you a day in advance to inform you of your shifts.

WE WILL restore and maintain your medical benefits as they previously existed.

WE WILL make you whole for any expenses resulting from the unilateral termination of your medical benefits, plus interest.

WE WILL, within 14 days from the date of the Board's Order, rescind the more onerous attendance policy and the discipline we imposed on employees pursuant to that policy, and WE WILL restore and maintain our attendance policy as it previously existed, and WE WILL make our employees whole for any loss of earnings or other benefits suffered as a result of our unlawful conduct, plus interest.

WE WILL furnish the Union in a timely manner with the information it requested on September 13 and 23 and October 10, 2014, and February 16, 2015.

**GTS AMBULANCE TRANSPORTATION, LLC AND
ROL AMBULANCE, LLC AS SINGLE EMPLOYERS AND/OR ALTER EGOS**

The Board's decision can be found at www.nlr.gov/case/22-CA-135312 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	
GTS AMBULANCE TRANSPORTATION, LLC	:	Board Case No.:
AND ROL AMBULANCE, LLC AS SINGLE	:	22-CA-135312
EMPLOYERS AND/OR ALTER EGOS	:	
	:	
Respondent	:	

CERTIFICATE OF SERVICE

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

Roy Santos, Pres.
GTS Ambulance Transportation, LLC
1717 Pennsylvania Ave.
Linden, NJ 07036

Vincent Troy Santos
ROL Ambulance, LLC
9 Concord Way
Morris Plains, NJ 07950-1271

Glenn Santos
GTS Ambulance Transportation, LLC
1868 Arbor Lane
Union, NJ 07083

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

Dated at Washington, D.C.
this 10th day of May, 2019