

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SODEXO AMERICA LLC

and

Case 21-CA-39086

PATRICIA ORTEGA, an Individual

SODEXO AMERICA LLC; AND
USC UNIVERSITY HOSPITAL

and

Case 21-CA-39109

SERVICE WORKERS UNITED

USC UNIVERSITY HOSPITAL

and

Cases 21-CA-39328
21-CA-39403

NATIONAL UNION OF HEALTHCARE
WORKERS

RESPONDENT USC UNIVERSITY
HOSPITAL'S MOTION FOR RECONSIDERATION

RESPONDENT USC UNIVERSITY
HOSPITAL'S MOTION FOR RECONSIDERATION

TABLE OF CONTENTS

	Page
I. MOTION.....	1
II. INTRODUCTION.....	2
III. THERE IS MATERIAL ERROR IN THE DECISION BECAUSE IT RELIES ON A NON-EXISTENT POLICY.....	4
IV. THERE IS MATERIAL ERROR IN THE DECISION BECAUSE IT RELIES ON UNPLED ALLEGATIONS FOR WHICH THERE IS NO SUPPORT IN THE RECORD.....	6
V. THERE IS MATERIAL ERROR IN THE DECISION BECAUSE IT VIOLATES THE BOARD’S OWN STANDARDS FOR REVIEWING EMPLOYER POLICIES.....	10
VI. MATERIAL ERROR EXISTS IN THAT THE DECISION IS INCONSISTENT WITH THE POSTING AND THE ORDER AND OVERBROAD.....	13
VII. CONCLUSION.....	15

TABLE OF AUTHORITIES

Page(s)

National Labor Relations Board Cases

Crowne Plaza,
352 NLRB 382 (2008) 10

Fiesta Hotel Corp.,
344 NLRB 1363 (2005) 10, 11

Lafayette Park,
326 NLRB 824 (1998) 10, 11

Lutheran Heritage Village-Livonia,
343 NLRB 646 (2004) 10

Reliable Roofing Co. Inc.,
250 NLRB 256 (1980) 1, 2

Tri-County Medical Center,
222 NLRB 1089 (1976) passim

Federal Cases

Adtranz ABB Daimler-Benz Transp., Inc. v. NLRB,
253 F.3d 19 (D.C. Cir. 2001) 11

New Process Steel, L.P. v. NLRB,
___ U.S. ___, 130 S.Ct. 2635 (2010)..... 1

NLRB v. Sambo’s Rest., Inc.,
641 F.2d 794 (9th Cir. 1981)..... 8

Woelke & Romero Framing, Inc. v. NLRB,
456 U.S. 645, (1982)..... 8

Federal Statutes

29 U.S.C. Section 153 (d)..... 9

TABLE OF AUTHORITIES
(Continued)

Page(s)

National Labor Relations Board Rules and Regulations, Series 8

Section 102.48(d)(1)..... 1

Section 102.48(d)(2)..... 1

Code of Federal Regulations

29 C.F.R. Section 102.48(d)(1)..... 1

29 C.F.R. Section 102.48(d)(2)..... 1

California Statutes

California Gov't. Code Section 99501(b)..... 9

California Labor Code Section 6403.5(d) 9

Secondary Source

“Duty.” *Random House Dictionary of the English Language*,
college ed. New York, New York: Random House, 1968..... 5

I. MOTION

Pursuant to Section 102.48(d)(1) and (2), 29 C.F.R. § 102.48(d)(1) and (2), of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, Keck Hospital of USC, formerly known as USC University Hospital (the "Hospital"), moves for reconsideration of the Board's decision and order ("Decision") in the above referenced matter dated July 3, 2012, which is reported at 358 NLRB No. 79. This motion is timely as it is being filed within twenty-eight days of the service of the Decision. Section 102.48(d)(2).

The Hospital also joins in the Motion for Reconsideration filed by Sodexo and incorporates it herein by reference. Issues raised in Sodexo's motion concerning the improprieties of the Order and Notice of Posting are also raised by the Hospital.

The Hospital further requests that the Board stay its July 3, 2012 Decision until it rules on these motions. *See Reliable Roofing Co. Inc.*, 250 NLRB 256, 256-57 (1980).

By submitting this request for reconsideration, the Hospital is not conceding that the Board is properly constituted as required by the Supreme Court's decision in *New Process Steel, L.P. v. NLRB*, ___ U.S. ___, 130 S.Ct. 2635 (2010), and the National Labor Relations Act ("NLRA"). In fact, the Hospital maintains that the Board is not properly constituted as Members Block and Griffin were appointed through improper recess appointments and were not appointed in the manner required by the United States Constitution.

This motion is based on the grounds that the Decision, the Order, and the Notice of Posting contain material errors. *Tri-County Medical Center*, 222 NLRB 1089 (1976)

("Tri-County") is misapplied to the Hospital's off duty access policy (the "Policy"),¹ and there are internal inconsistencies and material errors within the Decision, Order and Notice of Posting. Specifically, there is material error in that:

- In finding the third prong of the Policy improper, the Decision relies on a different policy statement than the Policy stipulated to be in issue;
- In finding the third prong of the Policy improper, the Decision relies on unpled allegations for which there is no support in the record;
- In finding the third prong of the Policy improper, the Decision is inherently unreasonable, arbitrary and capricious, and violates the Board's own standards for the proper review of employer policies;
- The Order and the Notice of Posting exceed the scope of the Decision and the Complaint, are overbroad, and contain prohibitions never requested and for which there is no legal or factual support.

Therefore, the Hospital requests that the Board issue an Order to Show Cause why this Motion for Reconsideration should not be granted and that the Board stay its July 3, 2012 Order pending this reconsideration. (*See Reliable Roofing Co. Inc.* 250 NLRB at 256-7.

II. INTRODUCTION

This case is simple and straight-forward. It was stipulated by all parties that this case presents only a facial challenge to the Hospital's off-duty access policy. Thus, there

¹ For purposes of this Motion only, the Hospital is not addressing the proper meaning of *Tri-County*. As discussed in detail in the Motion, prong 3 of the Policy, the only one found to be unlawful, is in fact lawful under any interpretation of *Tri-County*.

are no factual disputes to resolve, no dispute about the wording of the Policy, no dispute about promulgation of the Policy, and no allegation of differential enforcement of the Policy. The Policy is, in fact, largely quoted in the Complaint, in the factual stipulations, in the Acting General Counsel's brief, in the opinion of the Administrative Law Judge, and in the Decision. In each case, the quoted Policy is identical. The Policy begins by stating the following: "Access to Hospital property by off-duty employees is permitted except as expressly prohibited by this Policy." (emphasis added). The Policy further states, and the uncontradicted testimony confirmed, that if an employee is off-duty, he or she can re-enter the interior portion of the hospital or other work areas for only three reasons:

- As a patient;
- As a visitor to a patient;
- As an employee called back to duty.

The Policy makes no reference to union activity and does not purport to address, limit, or control Section 7 rights.

If one of the three re-entry reasons listed in the Policy does not apply, an off-duty employee must stay away from the interior portions and other work areas of the Hospital. Counsel for the Acting General Counsel attacked the Policy on the grounds that it violated *Tri-County* because it allowed employees to enter the interior portion of the Hospital for some reasons, such as medical treatment and patient visitation. Counsel for the Acting General Counsel asserted that *Tri-County* required off-duty employees to be completely excluded from the premises.

The Decision states that allowing an off-duty employee to return to the premises for medical treatment and to visit a patient does not violate *Tri-County*, and does not invalidate the off-duty access policy. Thus, the Decision agrees with Administrative Law Judge Kocol that *Tri-County's* purported requirement, as urged by Counsel for the Acting General Counsel, that off-duty employees cannot return for any purpose, was not the appropriate standard.

The Decision then inexplicably determines that allowing off duty employees to return to the interior portion of the Hospital because they have been called back to duty does violate *Tri-County*, and on that basis invalidates the Policy. Such an assertion is absurd on its face. Employees who are off duty have to be allowed to come back onto the premises if their purpose is to perform assigned duties. The Decision comes to the conclusion that this part of the Policy is invalid by ignoring the Policy as written, rewriting the Policy to say something that it does not say, ignoring the testimony in the record, and then concluding that the policy as unilaterally rewritten by the Board is invalid. There is no support in law, in reason, or in the record for such a tortured misstatement of the Policy. The Hospital urges that the Decision be reconsidered.

III. THERE IS MATERIAL ERROR IN THE DECISION BECAUSE IT RELIES ON A NON-EXISTENT POLICY

Prong three of the Policy, the only one found to be unlawful, states that off-duty employees can enter the premises to conduct hospital-related business. It then specifically defines those terms as part of the Policy:

- An off duty employee is defined as an employee who has completed his/her assigned shift.

- Hospital-related business is defined as the pursuit of the employee's normal duties or DUTIES AS SPECIFICALLY DIRECTED BY MANAGEMENT.

(emphasis added).

This stipulated, admitted, undisputed language is simply ignored in the Decision. Thus, the Decision states that the Policy is invalid because it “provides management with the same unfettered discretion to permit off-duty employees to enter its facility ‘as specifically directed by management.’” Opinion p. 2. The Decision simply leaves off the word “duties” and rewrites the policy.

The Policy does not say “Hospital-related business” is “anything specifically directed by management.” The Policy does say Hospital related business is the pursuit of “duties” as specifically directed by management.

Similarly, in footnote 3, the Decision misstates that the rule permits “access for any activity ‘specifically directed by management.’” The Decision carefully quotes “specifically directed by management,” but again leaves off the operative noun “duties” and substitutes its own word “activity.” Then the Decision finds that the word “activity” is too broad, and invalidates the Policy. However, the Policy does not say “activity” – it says “duties.” In the employment context, the dictionary definition of the noun “duty” is “an action or a task required by one’s position or occupation.” “Duty.” *Random House Dictionary of the English Language*, college ed. New, York, New York: Random House, 1968. In the labor relations context, the word is always used exactly as defined: a duty is an act performed as part of a worker’s job.

Prong three of the Policy clearly requires that an off-duty employee not enter the premises unless he or she is entering for the purpose of reporting back for duty. Under no stretch of the imagination can such a rule be considered a violation of *Tri-County*, or any other standard. Employers have to be able to call their employees back to work. Hospitals particularly have to be able to call their employees back to work in emergency situations, to perform duties made necessary by the exigencies of the time – earthquakes, terrorist attacks, floods, massive accidents, fires, etc. As written, on its face, the Policy provides for nothing more than these bare necessities of operation. It cannot be invalid.

IV. THERE IS MATERIAL ERROR IN THE DECISION BECAUSE IT RELIES ON UNPLED ALLEGATIONS FOR WHICH THERE IS NO SUPPORT IN THE RECORD

As noted above, the third prong of the Policy allows off duty employees to enter the premises only if they are returning to duty – either to perform their normal duties, or to perform some specifically assigned duties. That is what the policy says on its face. That is what the Hospital’s Chief Human Resources Officer, Matthew McElrath, testified the Policy means. Tr. 39:8-25, 40:1-3². The Administrative Law Judge confirmed the precise, literal meaning of the exception:

Judge Kocol: But on this third one that Ms. Deacon has raise(sic) this third exception to the rule, would there be ever times under that third exception they’d be in the interior of the Hospital when

² Citations to the transcript are referenced as Tr., with the page and lines following.

they're not on paid time, when they're not getting paid?

The Witness: No, in fact that's the reason for the Policy, is that when they're there, they're there...I mean They would be coming in to perform duties of the Hospital.

Tr. 40:14-21

Mr. McElrath's testimony was never disputed. Furthermore, Mr. McElrath provided undisputed, credible testimony as to the business purposes served: protection from unfounded workers' compensation and wage claims, among other things. (Tr: 31-48.)

After listening to the testimony and judging its credibility, Judge Kocol agreed that the Policy was proper. (Decision p. 5).³ He specifically noted that "... the rule's reference to "official business" is clarified on its face to mean the "pursuit of the employee's normal duties or duties as specifically directed by management." (Decision pg. 6.) With absolutely no foundation in the record, and despite Judge Kocol's clear determination on the credibility of Mr. McElrath's testimony, the Decision then declares that what the Policy says is not what the Policy means and that in fact, the Policy is ambiguous.

But this interpretation renders the exception meaningless; employees who are at the facility to work are not off-duty and would not be subject to an off-duty access policy. And, to the

³ The Board's opinion improperly states that Judge Kocol made a finding as to what the Policy was "intended to mean." This misstates the record. Judge Kocol did not discuss intent. He discussed the plain and unambiguous meaning of the Policy, and found that it means exactly what it says it means: an off-duty employee cannot enter the interior of the facility unless he is getting ready to take on duties.

extent that the rule is ambiguous, we construe it against the drafter.

Decision, p. 2.

The Complaint never alleged that the policy was ambiguous. No witness ever testified that the policy was ambiguous.⁴ Since the Board appears to have acted *sua sponte* by raising an issue not raised by the parties, it is appropriate and is in fact required in order to secure appellate review to give the Board an opportunity to correct its error. *Woelke & Romero Framing, Inc. v. NLRB*, 456 U.S. 645, 666 (1982); *NLRB v. Sambo's Rest., Inc.*, 641 F.2d 794, 796 (9th Cir. 1981).

The Decision's unilateral announcement that an "ambiguity" is created because the Hospital is forbidden from stating, in an off-duty access policy, that off duty employees can return to engage in duties, finds no support in reason, reality or the record. Obviously, the employees are no longer off duty once they report in for work. The policy addresses who can enter the premises; it is an access policy: off-duty employees who are not preparing to come on duty are not allowed to enter the interior portion of the facility. An employee is not "on duty" the minute the employee's toe crosses the threshold of the facility. He or she is off-duty unless and until he or she clocks in. From the time that the employee crosses the threshold of the facility until that employee clocks in, that employee is an off-duty employee who is accessing the premises for the purpose of coming on duty. The Policy states that this is a valid reason to be on premises. Even if

⁴ Counsel for the Acting General Counsel did argue the Policy was ambiguous. However, the argument was constructed by leaving the word "duty" out of the policy. It was never alleged or argued that the word "duty" was ambiguous, or that an employee would not understand the meaning of this word.

this does nothing more than state the obvious, the Hospital has a right to state the obvious and stating the obvious has never been illegal simply on the basis that it is obvious.

Indeed, employer policies frequently state the obvious, such as providing that California employees will be paid time and a half for time worked after eight hours in one day or 40 hours in one week. Such payment is required by California law. Having a policy statement that such payments will be made is not ambiguous and illegal just because it is unnecessary and obvious.

The Hospital was within its rights to make it crystal clear that an employee could not come back onto the premises unless he or she was getting ready to take on employment duties. The Decision cites no factual or legal basis (because there is none) for its unilateral assertion that the Hospital was forbidden to write such requirements into its off-duty access policy. Indeed, the Hospital's point is that prong 3 of this Policy complies with the strictest possible interpretation of *Tri-County*. If you are off duty you must leave. Once you have left you cannot come back unless you are going back on duty.

Furthermore, there is not a shred of evidence, nor is there a single legal precedent stating that the terms "normal duties" or "duties as specifically directed by management" could possibly be considered ambiguous. These types of terms are standard in the employment context. For example, in defining the job of the General Counsel of the National Labor Relations Board, Congress provided that he shall have "such other duties as the Board may prescribe". (29 U.S.C. § 153 (d)). The California legislature has similarly provided, for example: "Lift team members may perform other duties as assigned during their shift". (Ca. Labor Code § 6403.5(d)); and has directed ... "the state

point of contact shall, in addition to any other duties assigned by the Governor...” (Ca. Gov’t. Code § 99501(b)). If terms such as “normal duties” "other duties as assigned" or “duties as specifically assigned” are considered ambiguous, then the Decision literally declares untold numbers of statutes, job descriptions, regulations and case authorities ambiguous and unintelligible. The concepts of “off-duty” versus “performing assigned duties” are clear, a policy referencing such concepts is not ambiguous, and requiring off duty employees to remain off premises unless returning to perform assigned duties does not and cannot violate *Tri-County*.

V. THERE IS MATERIAL ERROR IN THE DECISION BECAUSE IT VIOLATES THE BOARD’S OWN STANDARDS FOR REVIEWING EMPLOYER POLICIES

In reviewing employer policies to determine their validity under the Act, the Board requires that policies be read in a reasonable way to determine whether they are lawful. *Lutheran Heritage Village-Livonia*, 343 NLRB 646, 646-648 (2004) (cited with approval at page 4 of Member Hayes’s dissenting opinion). In this case, the Decision is demonstrably unreasonable, and does not comport with the Board’s own standards of reasonableness and fairness.

The Board has consistently held that, when determining whether a challenged rule is unlawful, it must “give the rule a reasonable reading,” “refrain from reading particular phrases in isolation,” and “not presume improper interference with employee rights.” *Lutheran Heritage Village Livonia*, 343 NLRB 646 646 (2004); *Crowne Plaza*, 352 NLRB 382, 383 (2008); see also *Lafayette Park*, 326 NLRB 824, 825, 827 (1998).

Each rule must be construed in its context and with an objective view toward what a reasonable employee would understand. *Fiesta Hotel Corp.*, 344 NLRB at 1367. (“[I]n determining whether a challenged rule is unlawful, the rule must be given a reasonable reading, phrases should not be read in isolation, and improper interference with employees’ rights is not to be presumed.”)

“We . . . decline to parse through workrules, viewing phrases in isolation, and attributing to employers an intent to interfere with employee rights, in order to divine ambiguities that will render such rules unlawful.” *Fiesta Hotel Corp.*, 344 NLRB 1363, 1368 (2005). Similarly, the D.C. Circuit also has made clear that the Board “may not cavalierly declare policies to be facially invalid without supporting evidence, particularly, where, as here, there are legitimate business purposes for the rule in question and there is no suggestion that anti-union animus motivated the policy.” *Adtranz ABB Daimler-Benz Transp., Inc. v. NLRB*, 253 F.3d 19, 28 (D.C. Cir. 2001).

In this case, there was no testimony of union animus, no testimony that the Policy was adopted in response to union activity,⁵ and no testimony that any employee misunderstood the Policy. It was stipulated that there was no differential enforcement. Even though unnecessary, because the Policy only applies to the interior and other working spaces of the Hospital, the legitimate business reasons for the Policy were credibly explained without contradiction. The Policy was specifically defined in words and phrases commonly known and with dictionary clarity. The Decision nonetheless not

⁵ Indeed, it was stipulated that the Policy had been implemented by the prior owners and had been in place since 1991 (GC 3 #11), long before any of the alleged unfair labor practices supposedly occurred.

only “parsed through” the words but completely ignored them for no other reason than to unilaterally create an ambiguity when none existed.⁶

An almost identical misreading of an employer's policy was specifically condemned by the Board in *Lafayette Park, supra*. There Counsel for the General Counsel argued that a policy forbidding conduct inconsistent with the "goals and objectives" of the hotel was invalid. In denying such a claim, the Board noted that the policy contained specific examples of the meaning: being uncooperative with supervisors, guests, fellow employees and regulatory agencies. The Board stated:

"We find no ambiguity in this rule as written. Rather, any arguable ambiguity arises only through parsing the language of the rule, viewing the phrase "goals and objectives" in isolation, and attributing to Respondent an intent to interfere with employees' rights. We are unwilling to place such a strained construction on the language, and we find that employees would not reasonably conclude that the rule as written prohibits Section 7 activity."

326 NLRB at 825

Similarly in this case, the Policy cannot and must not be read without the word "duties" in it, because such word is part of the Policy. As written, the Policy is clear and lawful.

In essence, the Decision consists of a unilateral assertion that it should be perfectly obvious that off duty employees can come back onto the premises if they are called back to work, and an inexplicable conclusion that telling employees this simple

⁶ In his Dissent, Member Hayes makes this point: “A reasonable employee would not equate the exception for ‘hospital related business’ to what the majority describes as ‘unfettered discretion to permit or deny off-duty employees access’. (ft. 2, p. 4)”

truth is ambiguous and unlawful. The Decision cites no other basis for its finding of illegality, and not surprisingly, cites no authority for its preposterous proposition.

The language of prong 3 of the Policy is lawful. *Tri-County* allows an off-duty employee to re-enter the premises if he is she is coming onto the property to assume duties. If, in the Board's opinion, that "exception" is unnecessary, that is simply a literary opinion on the way the Board would write a policy: it does not make the exception unlawful. The Hospital was well within its rights to communicate, with specificity, the reasons an off duty employee would be allowed back into the interior of the Hospital and other work areas. Fundamental notions of fairness and reasonableness, which the Board is bound to apply in its analyses, require that a policy not be declared unlawful for the sole reason that it is obviously and undisputedly lawful.

VI. MATERIAL ERROR EXISTS IN THAT THE DECISION IS INCONSISTENT WITH THE POSTING AND THE ORDER AND OVERBROAD

The Order states that the Hospital must cease and desist from

- "promulgating, maintaining and enforcing a rule which limits off-duty employee access to the Hospital's facility for some purposes while permitting access for other purposes" and
- "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."

Order, p. 3

The Notice of Posting ("Notice") contains identical language. This language is completely inconsistent with the Decision. Under the Decision, the Hospital has a right to promulgate an off duty access policy that specifically allows entry for some purposes and not for others. The Decision specifically holds that entry for purposes of treatment or visitation does not violate *Tri-County*, and is allowed. Therefore, the Decision is inconsistent with the Order and the Notice in that the Decision allows the very thing that the Order and the Notice say is not allowed. The Hospital cannot possibly be required to post a notice that says it will only have a policy that is a blanket exclusion from entering the premises for all reasons, when the Decision gives it the right to make certain exceptions for certain types of entries. It is material error to enter an Order and require a posting of conditions which are inconsistent with and contrary to the written Decision, and such Order and Posting must be reconsidered.

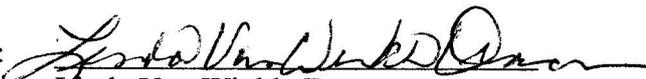
Additionally, as described in detail in the Motion for Reconsideration filed by Sodexo, the Order and Notice are also overbroad in that they prohibit enforcement when there has been no finding of unlawful enforcement of the Policy and provide a broad prohibition on "interference with Section 7 rights" when there has been no allegation, or evidence or finding of a pattern of interference with Section 7 rights and extend outside the bounds of the Hospital when there is no evidence or allegation of any activity outside of the Hospital. The Hospital incorporates those arguments herein by reference.

VII. CONCLUSION

For all of the above reasons, the Decision should be reconsidered, the Decision of the Administrative Law Judge should be affirmed, and the Complaint should be dismissed.

Dated: July 27, 2012

Respectfully submitted,

By: 
Linda Van Winkle Deacon
Attorney for Respondent
Keck Hospital of USC, formerly
known as USC University Hospital
E-mail: lindaedeacon@gmail.com

CERTIFICATE OF SERVICE

21-CA-39086 - 21-CA-39109 - 21-CA-39328 - 21-CA-39403

I, hereby certify that on July 30, 2012, I electronically filed the foregoing document with the National Labor Relations Board using its e-filing system and served a copy of the forgoing document by electronic service as indicated below or by next day delivery to the following the persons as indicated below.


Zelda Davis

<p><u>VIA ELECTRONIC MAIL</u></p> <p>Ms. Patricia Ortega 2107 Common Wealth Avenue, Apt. D-369 Alhambra, CA 91803</p> <p>e-mail: opatricia491@gmail.com</p>	<p><u>Via Electronic Mail</u></p> <p>Mark T. Bennett, Esq. Marks, Finch, Thornton & Baird, LLP 4747 Executive Dr., Suite 700 San Diego, California 92121-3107</p> <p>E-mail: mbennett@mftb.com</p>
--	---

VIA ELECTRONIC MAIL

Alice Garfield, Region 21
National Labor Relations Board
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017-5449
T: 213-894-3011
F: 213-894-2778
E-mail: alice.garfield@nlrb.gov

VIA OVERNIGHT MAIL

SEIU-United Healthcare Workers-West
5480 Ferguson Drive
Los Angeles, CA 90022

VIA OVERNIGHT MAIL

Service Workers United
275 Seventh Avenue, 10th Floor
New York, NY 10001

VIA ELECTRONIC MAIL

Florice O. Hoffman, Esq.
Law Offices of Florice Hoffman
8502 East Chapman Avenue, #353
Orange, California 92869
T: 714-282-1179
F: 714-282-7918
E-mail: fhoffman@socal.rr.com

VIA OVERNIGHT MAIL

Antonio Orea
National Union of Healthcare Workers
8502 East Chapman Avenue, Suite 353
Orange, CA 92869

VIA ELECTRONIC MAIL

Bruce A. Harland, Esq.
Weinberg, Roger, & Rosenfeld
1001 Marina Village Parkway,
Suite 200
Alameda, CA 94501
T: 510-337-1001
E-mail: bharland@unioncounsel.net